

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S., Newton, IA 50208

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November 7, 2022 6:00 p.m.

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

This is the time of the meeting that a citizen may address the Council. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda.

Consent Agenda

2. October 24, 2022 Regular City Council Meeting Minutes
3. Approve Liquor License for the following: SOMBRERO- LC0038865, 1130 1ST AVE E, Class C Liquor License, Outdoor Service, ownership change and renewal; Hy-Vee Food Store #1- LE0000090, 1501 First Ave E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit.
4. Approve FY22 Annual Financial Report.
5. Resolution Approving the Fiscal Year 2021-2022 Annual City Street Financial Report. (Council Report 22-295)
6. Resolution Approving the Annual Urban Renewal Report for Fiscal Year 2021-2022. (Council Report 22-296)
7. Resolution Authorizing Urban Renewal Area activities to be Certified and Decertified as TIF Indebtedness. (Council Report 22-297)
8. Resolution Claiming Less than the Maximum Allowable Revenue from the Southwest Tax Increment Financing District for Fiscal Year 2023-2024. (Council Report 22-298)
9. Resolution Claiming Less than the Maximum Allowable Revenue from the 1st Avenue East Tax Increment Financing District for Fiscal Year 2023-2024. (Council Report 22-299)
10. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area. (Council Report 22-300)
11. Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services. (Council Report 22-301)

12. Resolution authorizing the purchase and installation of an electric gate opener for Waterworks Distribution shop. (Council Report 22-302)
13. Resolution approving services agreement with JETCO Inc. for Waterworks, Water Pollution Control and Landfill controls and pump stations. (Council Report 22-303)
14. Resolution approving professional services agreement with Bolton & Menk Inc. for a Stormwater Capital Planning Study. (Council Report 22-304)
15. Resolution approving Transparency annual software licensing and maintenance agreement with General Traffic Controls Inc. (Council Report 22-305)
16. Resolution approving 28-E agreement for the Safety Coalition of Central Iowa Cities shared services agreement. (Council Report 22-306)
17. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-11). (Council Report 22-307)
18. Resolution appointing the City Planner and Community Services Director to serve on the Central Iowa Regional Transportation Planning Alliance Committees in 2023. (Council Report 22-308)
19. Resolution approving an initial Engineering Services Agreement for the Maytag Pool Play Features Improvement Project. (Council Report 22-309)
20. Resolution awarding contract for the Fairmeadows North Plat 7 Storm Sewer Relocation Project. (Council Report 22-310)
21. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Sunset Dog Park Project - Phase 1. (Council Report 22-311)
22. Resolution approving video production services and a recruiting campaign with Liebl Marketing Group. (Council Report 22-312)
23. Approve Bills

Ordinance

24. Third Consideration of an Ordinance amending the City Code of Newton, Iowa, by adding Chapter 75: All-Terrain Vehicles, Off-Road Utility Vehicles, Golf Carts, and Snowmobiles. (Council Report 22-274)
 - HF2130 was passed by the Iowa Legislature in 2022 allowing for expanded use of ATVs and UTVs on Iowa roadways. Municipalities have the authority to regulate use of these vehicles within their corporate limits.
 - The proposed ordinance allows for limited use of properly equipped ATVs and UTVs on City streets. Staff does not recommend approval of this ordinance.
25. Third Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title III Administration, Chapter 32, Section 32.060 – 32.071, “Water Board of Trustees”, to dissolve the Water Board of Trustees and adding waterworks code reference to Title V Public Works, Chapter 54 Waterworks. (Council Report 22-275)
 - Newton WaterWorks (NWW) is a municipal water utility governed by a Board of Trustees, which is tasked with providing water to customers in

the service area for domestic, commercial, industrial and firefighting purposes. In January 2022, the NWW Board of Trustees entrusted the city with the day-to-day management of NWW on an interim basis.

- The NWW Board determined the city has been providing excellent service in a cost-effective manner. At the March 18, 2022 meeting, the NWW Board voted that the NWW Board be dissolved and that governance of NWW permanently be placed with the Newton City Council.
 - A special City election was held Tuesday, September 13, 2022. The registered voters voted “YES” by simple majority to the following question: *“Shall the Newton WaterWorks Board of Trustees be dissolved and the City Council of Newton, Iowa, in the County of Jasper, Iowa, assume the obligations of managing and controlling the Newton WaterWorks.”*
 - The ordinance deletes CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016 TITLE III ADMINISTRATION, CHAPTER 32, SECTION 32.060 – 32.071, “WATER BOARD OF TRUSTEES” language and adds waterworks code references to TITLE V PUBLIC WORKS, CHAPTER 54 WATERWORKS.
26. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, “Traffic and Parking Schedules Adopted by Reference” to make changes to street parking in the downtown. (Council Report 22-276)
- The 2022 Downtown streetscape projects included reconstruction of the south 100 blocks of E 3rd St S, E 2nd St S, W 2nd St S and W 3rd St S. The City Hall parking lot project included reconstructing the parking lot and also constructing a new public lot to the south of City Hall.
 - During the design phases staff identified a few ordinance amendments that would need to be made to coincide with these projects.
 - The ordinance addresses changing diagonal parking to parallel at a couple of locations and identifying handicap stalls in the new public lot.
27. Second Consideration of an Ordinance vacating and disposing of the full width of the east-to-west South 10th Avenue West right-of-way located in the 1000 block of West 2nd Street South, City of Newton, Jasper County, Iowa. (Council Report 22-288)
- The proposal is to vacate the unimproved street right-of-way and attach it to the abutting property, the Jasper County EOC/Former Armory Building property, on the south side.
 - The unimproved street right-of-way provides no city benefit. Planning and Zoning Commission recommended approval of the vacation.
- Resolution**
28. Resolution Consenting to Assignment of Development Agreement. (Council Report 22-313)
- Council approved a development agreement on June 14, 2018 and amended the agreement on January 20, 2020 and April 14, 2021 with Lion Development, LLC for property at 320 West 3rd Street North, located within the North Central Urban Renewal Area.
 - Lion Development, LLC has agreed to sell the property to LeavenWealth Capital, LLC and requested the rights and responsibilities of the agreement be assigned to the new owner.

29. Resolution approving a D&D Demolition Grant to Newton Development Corporation for 1311 1st Avenue East, Newton. (Council Report 22-314)
- Newton Development Corporation (NDC) has purchased 1311 1st Avenue East and is requesting a D&D grant to assist with the cost to demolish the structure(s) in accordance with the agreement between the City and NDC approved by Resolution #2022-228.
 - The resolution provides a demolition grant not to exceed \$13,100.00, to be reimbursed to NDC after demolition is complete.
30. Resolution approving the Courthouse Lighting special events application. (Council Report 22-315)
- The special event is for the Courthouse Lighting Event sponsored by Newton Chamber of Commerce/Newton Main Street on November 25, 2022.
 - The proposal restricts parking on the Courthouse side of the road along N 2nd Avenue from 1st Street to E 2nd St N and on E 2nd St N from 1st Ave to N 2nd Ave. This event is estimated to have 325 attendees from 5:00 PM to 8:00 PM.
 - This special event is coming before City Council simply because City staff cannot approve an application that is submitted less than 60 days prior to an event per City policy.

Discussion

31. Aurora Park Pickleball Courts

Mayor/Council Comments

- 32.

Adjourn

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

REGULAR CITY COUNCIL MEETING MINUTES
OCTOBER 24, 2022, 6:00 P.M.
CITY COUNCIL CHAMBERS

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

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

Bruce Showalter, NHDC Director provided the NHDC annual update. The goal is to increase the quantity and quality of housing in the city. 26 different builders have built new construction homes in Newton since July 1, 2014.

Prior to citizen participation, the city attorney read a statement which included the following: "The United States Supreme Court has repeatedly affirmed that the freedom of speech right under the First Amendment is not absolute. Specifically, the Court has held that "[t]he First Amendment does not guarantee the right to communicate one's view at all times and places or in any manner that may be desired." *Heffron v. Int'l Soc'y for Krishna Consciousness*, 452 U.S. 640, 647 (1981). Cities have the ability to implement and enforce rules regarding reasonable time, place, and manner restrictions during public meetings. See *Sessler v. City of Davenport*, 990 F.3d 1150, 1155 (8th Cir. 2021)..... In accordance with the Council rules, each meeting agenda states that citizen comments shall not include derogatory statements or comments about individuals.....

During citizen participation Allen Neubauer, 503 E 16th St N, spoke regarding parking on 16th St. He would like to know the status since there is currently parking on both sides and it's a safety concern that has been brought up to the city. Frank Liebl, 1121 Woodland Dr., provided council with a book on Economic Development from Jay Garner purchased by Alliant Energy. Noah Petersen, 404 S 11th Ave W, spoke regarding funding.

Mayor Hansen momentarily suspended the council meeting at 6:25 pm. The meeting resumed with all members present.

Moved by Ervin, seconded by Trotter to approve consent agenda items 4-11.

4. October 03, 2022 Regular City Council Meeting Minutes
5. October 10, 2022 Goal Setting Workshop Minutes
6. Approve Liquor License for the following: AmericInn Lodge & Suites of Newton, IA.- BW0093079, 4401 South 22nd Avenue East, Special Class C Liquor License, Class B Wine Permit, Sunday Sales; Veterans Of Foreign Wars Post No 1655- LC0026734, 315 1st Avenue W, Class C Liquor License, Outdoor Service, Sunday Sales; Raceway80- LE0003804, 4300 South 22nd Avenue East, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales; Pit Stop Liquors- LE0002050, 1324 1st Avenue E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales.
7. Certify Firefighter Candidate List
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-10). Resolution 2022-282 adopted
9. Resolution Approving a Property Tax Rebate for the Van Maanen Electric, Inc Property Located Within the East Mart Urban Renewal Area. Resolution 2022-283 adopted
10. Resolution to promote retail through a Shop Local marketing campaign using local & regional radio, targeted streaming radio and digital video. Resolution 2022-284 adopted
11. Approve Bills

AYES: Six. NAYS: None. Consent Agenda was adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on an Ordinance vacating and disposing of the full width of the east-to-west South 10th Avenue West right-of-way located in the 1000 block of West 2nd Street South, City of Newton, Jasper County, Iowa. Moved by Wade, seconded by George, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Wade, seconded by Trotter to approve the First consideration of the ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Agenda items 14 & 15: Public Hearing on an Ordinance conveying a small portion of an east-west alley right-of-way located in the 600 block of East 4 ½ Street South to the abutting property directly to the south in block four of Leonard's Addition to the City of Newton, Jasper County, Iowa was pulled from the agenda as there was no need for action on this item; it was previously resolved.

Mayor Hansen stated that this is the time and place for a Public Hearing on Resolution awarding contract for the Water Pollution Control Treatment Plant and SW Pump Station Improvements Project. Moved by Hallam, seconded by Dalton, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2022-285 adopted.

Moved by George, seconded by Trotter to approve the Third consideration of an Ordinance amending the City of Newton Official Zoning Map for property located at 1500 1st AVE E. and 201 E. 15th St. N. from R-2: One– and Two-Family Residential to C-A: Arterial Commercial. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Dalton, seconded by George to adopt the ordinance. AYES: Six. NAYS: None. Ordinance 2419 was adopted.

Moved by Ervin, seconded by Trotter to approve the Second consideration of an Ordinance amending the City Code of Newton, Iowa, by adding Chapter 75: All-Terrain Vehicles, Off-Road Utility Vehicles, Golf Carts, and Snowmobiles. It was clarified that this would not allow golf carts, just ATVs and UTVs. AYES: Five. NAYS: George. Second Consideration of the Ordinance was approved.

Moved by Hallam, seconded by George to approve the Second consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title III Administration, Chapter 32, Section 32.060 – 32.071, “Water Board of Trustees”, to dissolve the Water Board of Trustees and adding waterworks code reference to Title V Public Works, Chapter 54 Waterworks. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Moved by Trotter, seconded by Ervin to approve the Second consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, “Traffic and Parking Schedules Adopted by Reference” to make changes to street parking in the downtown. Rhone, Public Works Director clarified that no parking was lost except for a couple spots on E 3rd ST S by the Elks Lodge. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Moved by Dalton, seconded by George to adopt the Resolution approving an amendment to the Real Estate Development Agreement with Newton Housing Development Corporation (NHDC) for Arbor Estates. AYES: Six. NAYS: None. Resolution 2022-286 adopted.

Moved by Trotter, seconded by Wade to adopt the Resolution approving the granting of Downtown Micro Grant Funds in the painting program to Gary Forbes for 102 North 2nd Avenue East. AYES: Six. NAYS: None. Resolution 2022-287 adopted.

Item 24: Resolution to reorganize Newton WaterWorks staff into the Public Works and Administration Departments was pulled for further consideration.

Moved by Hallam, seconded by Dalton to adopt the Resolution adopting the 2022 - 2024 Council Goals for the City of Newton. AYES: Six. NAYS: None. Resolution 2022-288 adopted.

Moved by Wade, seconded by Trotter to approve an FY24 annual budget target for the Newton Public Library of \$686,039 for general fund expenditures, not including donations, and encouraging the Library Board of Trustees to continue implementing more sustainable budget practices moving forward. AYES: Six. NAYS: None. Motion passed.

Brian Laube, Community Services Director provided a Community Services Department Update.

During Mayor/Council Comments Hallam attended the Greater Des Moines Partnership reception and it was wonderful. The slogan next year is going to be “March to a million” because their goal is to get the communities and counties involved up to a million in population. Mayor Hansen attended the Salute to Business Lunch recognizing Hy-Vee as well as Clint and Yvette Webster, owners of the Thunderdome, for all their entrepreneurial investment to the community.

At 7:27 it was moved by Wade, seconded by George to go into closed session 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 2022. AYES: Six. NAYS: None. Motion passed.

Upon return to open session it was moved by Dalton, seconded by Trotter to adjourn the meeting at 7.43 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

STATE OF IOWA 2022 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2022 CITY OF NEWTON, IOWA DUE: December 1, 2022		16205000800000 CITY OF NEWTON 101 W 4th Street South NEWTON IA 50208 POPULATION: 15760		
NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.				
ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	8,204,770		8,204,770	8,160,658
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	8,204,770		8,204,770	8,160,658
Delinquent Property Taxes	0		0	0
TIF Revenues	2,563,566		2,563,566	2,593,050
Other City Taxes	2,538,076	0	2,538,076	2,296,126
Licenses and Permits	317,614	0	317,614	317,875
Use of Money and Property	128,702	135,253	263,955	201,210
Intergovernmental	5,787,824	194	5,788,018	7,178,166
Charges for Fees and Service	2,320,730	9,541,698	11,862,428	12,039,867
Special Assessments	14,481	0	14,481	14,000
Miscellaneous	720,587	212,121	932,708	581,210
Other Financing Sources	2,310,674	44,055	2,354,729	10,568,500
Transfers In	4,457,182	28,556	4,485,738	4,258,162
Total Revenues and Other Sources	29,364,206	9,961,877	39,326,083	48,208,824
Expenditures and Other Financing Uses				
Public Safety	8,135,087		8,135,087	8,367,086
Public Works	4,641,120		4,641,120	5,572,041
Health and Social Services	0		0	0
Culture and Recreation	2,500,499		2,500,499	2,564,365
Community and Economic Development	1,499,906		1,499,906	1,677,356
General Government	1,417,027		1,417,027	1,462,597
Debt Service	4,095,055		4,095,055	4,162,847
Capital Projects	3,225,237		3,225,237	5,915,500
Total Governmental Activities Expenditures	25,513,931	0	25,513,931	29,721,792
BUSINESS TYPE ACTIVITIES		8,704,756	8,704,756	14,494,200
Total All Expenditures	25,513,931	8,704,756	34,218,687	44,215,992
Other Financing Uses	0	0	0	
Transfers Out	3,948,032	537,706	4,485,738	4,258,162
Total All Expenditures/and Other Financing Uses	29,461,963	9,242,462	38,704,425	48,474,154
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-97,757	719,415	621,658	-265,330
Beginning Fund Balance July 1, 2021	11,075,256	23,732,473	34,807,729	30,011,827
Ending Fund Balance June 30, 2022	10,977,499	24,451,888	35,429,387	29,746,497
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:				
Non-budgeted Internal Service Funds		Pension Trust Funds		
Private Purpose Trust Funds		Agency Funds		
Indebtedness at June 30, 2022	Amount	Indebtedness at June 30, 2022	Amount	
General Obligation Debt	30,336,753	Other Long-Term Debt	0	
Revenue Debt	8,399,000	Short-Term Debt	0	
TIF Revenue Debt	0			
		General Obligation Debt Limit	46,229,400	
CERTIFICATION				
The forgoing report is correct to the best of my knowledge and belief				
			Publication	
Signature of Preparer			Phone Number 641-792-2787	
Printed name of Preparer				
			Date Signed	
Signature of Mayor or other City official (Name and Title)				
PLEASE PUBLISH THIS PAGE ONLY				

REVENUE P2
CITY OF NEWTON
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1									1
Taxes levied on property	2	4,119,644	2,839,556	1,245,570			8,204,770		8,204,770	2
Less: Uncollected Property Taxes - Levy Year	3						0		0	3
Net Current Property Taxes	4	4,119,644	2,839,556	1,245,570	0	0	8,204,770		8,204,770	4
Delinquent Property Taxes	5						0		0	5
Total Property Tax	6	4,119,644	2,839,556	1,245,570	0	0	8,204,770		8,204,770	6
TIF Revenues	7		2,563,566				2,563,566		2,563,566	7
Other City Taxes										
Utility Tax Replacement Excise Taxes	8	83,847	57,583	21,512			162,942		162,942	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9						0		0	9
Parimutuel Wager Tax	10						0		0	10
Gaming Wager Tax	11						0		0	11
Mobile Home Tax	12						0		0	12
Hotel / Motel Tax	13	314,021					314,021		314,021	13
Other Local Option Taxes	14		2,061,113				2,061,113		2,061,113	14
Total Other City Taxes	15	397,868	2,118,696	21,512	0	0	2,538,076	0	2,538,076	15
Section B - Licenses and Permits	16	317,614					317,614		317,614	16
Section C - Use of Money and Property	17									17
Interest	18	36,386	2,280	2,277	20,715		66,581	103,893	170,474	18
Rents and Royalties	19	62,121					62,121	31,360	93,481	19
Other Miscellaneous Use of Money and Property	20						0	0	0	20
	21						0		0	21
Total Use of Money and Property	22	98,507	2,280	2,277	20,715	0	128,702	135,253	263,955	22
Section D - Intergovernmental	24									24
Federal Grants and Reimbursements	26									26
Federal Grants	27	251,876	1,138,169		1,149,374		2,539,419		2,539,419	27
Community Development Block Grants	28						0		0	28
Housing and Urban Development	29						0		0	29
Public Assistance Grants	30						0		0	30
Payment in Lieu of Taxes	31						0		0	31
	32						0		0	32
Total Federal Grants and Reimbursements	33	251,876	1,138,169	0	1,149,374	0	2,539,419	0	2,539,419	33

REVENUE P3
CITY OF NEWTON
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued	41								41
State Shared Revenues	43								43
Road Use Taxes	44	2,209,698					2,209,698		2,209,698
Other state grants and reimbursements	48								48
State grants	49	14,673					14,673		14,673
Iowa Department of Transportation	50				59,877		59,877		59,877
Iowa Department of Natural Resources	51						0		0
Iowa Economic Development Authority	52						0		0
CEBA grants	53						0		0
Commercial & Industrial Replacement Claim	54	76,783	57,336	31,726			275,263		275,263
	55						0		0
	56						0		0
	57						0		0
	58						0		0
	59						0		0
Total State	60	124,091	2,286,481	31,726	59,877	0	2,559,511	0	2,559,511
Local Grants and Reimbursements									
County Contributions	63						0		0
Library Service	64	40,704					40,704		40,704
Township Contributions	65	140,096					140,096		140,096
Fire/EMT Service	66						0		0
IA Speedway Contributions	67		320,000				320,000		320,000
Newton Schools/School Resource Officers	68	125,945					125,945		125,945
Other Misc	69	23,905		38,244			62,149	194	62,343
Total Local Grants and Reimbursements	70	330,650	0	38,244	0	0	688,894	194	689,088
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	706,617	3,424,650	69,970	1,209,251	0	5,787,824	194	5,788,018
Section E -Charges for Fees and Service	72								72
Water	73						0	3,680,655	3,680,655
Sewer	74						0	3,054,361	3,054,361
Electric	75						0		0
Gas	76						0		0
Parking	77						0		0
Airport	78	13,212					13,212		13,212
Landfill/garbage	79	997,787					997,787	1,828,795	2,826,582
Hospital	80						0		0

REVENUE P4
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued	81								81
Transit	82						0		0
Cable TV	83						0		0
Internet	84						0		0
Telephone	85						0		0
Housing Authority	86						0		0
Storm Water	87						0	562,019	562,019
Other:	88								88
Nursing Home	89						0		0
Police Service Fees	90	7,279					7,279		7,279
Prisoner Care	91						0		0
Fire Service Charges	92	35,862					35,862		35,862
Ambulance Charges	93	1,035,110					1,035,110		1,035,110
Sidewalk Street Repair Charges	94						0		0
Housing and Urban Renewal Charges	95						0		0
River Port and Terminal Fees	96						0		0
Public Scales	97						0		0
Cemetery Charges	98	97,600					97,600		97,600
Library Charges	99	10,945					10,945		10,945
Park, Recreation, and Cultural Charges	100	106,907					106,907	415,868	522,775
Animal Control Charges	101						0		0
Hazmat / Admin / City Garage	102	16,028					16,028		16,028
	103						0		0
Total Charges for Service	104	2,320,730	0	0	0	0	2,320,730	9,541,698	11,862,428
Section F - Special Assessments	106	14,481					14,481		14,481
Section G - Miscellaneous	107								
Contributions	108	31,037	114,070		390		145,497	19,144	164,641
Deposits and Sales/Fuel Tax Refunds	109	11,722					11,722	1,077	12,799
Sale of Property and Merchandise	110	74,490					74,490	190,526	265,016
Fines	111	88,710					88,710		88,710
Internal Service Charges	112	215,965	150,000		34,203		400,168	1,374	401,542
	113						0		0
	114						0		0
	115						0		0
	116						0		0
	117						0		0
	118						0		0
	119						0		0
Total Miscellaneous	120	421,924	264,070	0	34,593	0	720,587	212,121	932,708
	121								
	122								

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

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121 8,397,385	8,649,252	2,945,825	1,339,329	1,264,559	0	22,596,350	9,889,266	32,485,616
Section H - Other Financing Sources	123								123
Proceeds of capital asset sales	124 71,014		75,000			10,095	156,109	44,055	200,164
Proceeds of long-term debt (Excluding TIF internal borrowing)	125			160,032	1,994,533		2,154,565		2,154,565
Proceeds of anticipatory warrants or other short-term debt	126						0		0
Regular transfers in and interfund loans	127 444,369	862,154		109,150	62,475		1,478,148	28,556	1,506,704
Internal TIF loans and transfers in	128 368,474			2,536,560	74,000		2,979,034		2,979,034
	129						0		0
	130						0		0
Total Other Financing Sources	131 883,857	862,154	75,000	2,805,742	2,131,008	10,095	6,767,856	72,611	6,840,467
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 9,281,242	9,511,406	3,020,825	4,145,071	3,395,567	10,095	29,364,206	9,961,877	39,326,083
Beginning Fund Balance July 1, 2021	134 3,546,414	3,747,371	99,832	47,629	3,039,926	594,084	11,075,256	23,732,473	34,807,729
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 12,827,656	13,258,777	3,120,657	4,192,700	6,435,493	604,179	40,439,462	33,694,350	74,133,812

EXPENDITURES P6
CITY OF NEWTON
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety											
Police Department/Crime Prevention	1										1
Jail	2	2,167,622	1,911,085					4,078,707		4,078,707	2
Emergency Management	3							0	0	0	3
Flood control	4							0	0	0	4
Fire Department	5							0	0	0	5
Ambulance	6	1,922,146	1,976,176					3,898,322		3,898,322	6
Building Inspections	7							0	0	0	7
Miscellaneous Protective Services	8	99,929	26,004					125,933		125,933	8
Animal Control	9							0	0	0	9
Other Public Safety	10	26,141						26,141		26,141	10
Disaster Services	11							0	0	0	11
	12	5,984						5,984		5,984	12
	13							0	0	0	13
Total Public Safety	14	4,221,822	3,913,265		0	0	0	8,135,087		8,135,087	14
Section B - Public Works											
Roads, Bridges, Sidewalks	15										15
Parking Meter and Off-Street	16	24,500	2,448,970					2,473,470		2,473,470	16
Street Lighting	17							0	0	0	17
Traffic Control Safety	18		252,710					252,710		252,710	18
Snow Removal	19		120,853					120,853		120,853	19
Highway Engineering	20		228,693					228,693		228,693	20
Street Cleaning	21	134,700	81,221					215,921		215,921	21
Airport (if not an enterprise)	22		39,582					39,582		39,582	22
Garbage (if not an enterprise)	23	95,837						95,837		95,837	23
Other Public Works	24	961,780						961,780		961,780	24
Administration	25	29,268	146,975					0	0	0	25
City Garage	26	76,031						176,243		176,243	26
Total Public Works	27	1,322,116	3,319,004		0	0	0	4,641,120		4,641,120	27
	28										28
Section C - Health and Social Services											
Welfare Assistance	29										29
City Hospital	30							0	0	0	30
Payments to Private Hospitals	31							0	0	0	31
Health Regulation and Inspections	32							0	0	0	32
Water, Air, and Mosquito Control	33							0	0	0	33
Community Mental Health	34							0	0	0	34
Other Health and Social Services	35							0	0	0	35
	36							0	0	0	36
	37							0	0	0	37
	38							0	0	0	38
Total Health and Social Services	39	0	0		0	0	0	0	0	0	39
	40										40
Section D - Culture and Recreation											
Library Services	41	692,883	161,484					854,367		854,367	41
Museum, Band, Theater	42							0	0	0	42
Parks	43	583,008	383,173					966,181		966,181	43
Recreation	44	354,206	14,301					368,507		368,507	44
Cemetery	45	204,118	54,826					258,944		258,944	45
Community Center, Zoo, Marina, and Auditorium	46		20,000					20,000		20,000	46
Other Culture and Recreation	47							0	0	0	47
RSVP / United Way	48		32,500					32,500		32,500	48
	49							0	0	0	49
Total Culture and Recreation	50	1,834,215	666,284		0	0	0	2,500,499		2,500,499	50

EXPENDITURES P7

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

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52		54,891					54,891		54,891	52
Economic development	53	85,934	25,255					111,189		111,189	53
Housing and urban renewal	54		179,706					179,706		179,706	54
Planning and zoning	55	219,683	80,614					300,297		300,297	55
Other community and economic development	56	11,000	11,625					22,625		22,625	56
TIF Rebates	57	451,573		252,844				704,417		704,417	57
Marketing	58	126,781						126,781		126,781	58
Total Community and Economic Development	59	894,971	352,091	252,844	0	0	0	1,499,906		1,499,906	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	206,406	55,985					262,391		262,391	61
Clerk, Treasurer, Financial Administration	62	470,449	157,155					627,604		627,604	62
Elections	63							0		0	63
Legal Services and City Attorney	64	92,778						92,778		92,778	64
City Hall and General Buildings	65	112,355						112,355		112,355	65
Tort Liability	66	321,899						321,899		321,899	66
Other General Government	67							0		0	67
	68							0		0	68
	69							0		0	69
Total General Government	70	1,203,887	213,140		0	0	0	1,417,027		1,417,027	70
Section G - Debt Service	71				4,095,055			4,095,055		4,095,055	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	4,095,055	0	0	4,095,055		4,095,055	74
Section H - Regular Capital Projects - Specify	75										75
	76					3,225,237		3,225,237		3,225,237	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0	0	0	3,225,237	0	3,225,237		3,225,237	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0	0	0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	3,225,237	0	3,225,237		3,225,237	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 70, 74, 83)	84	9,477,011	8,463,784	252,844	4,095,055	3,225,237	0	25,513,931		25,513,931	84
	85										85

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

EXPENDITURES P8

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

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								4,006,782	4,006,782	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								2,381,761	2,381,761	91
Capital Outlay	92									0	92
Debt Service	93									0	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								1,408,597	1,408,597	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								431,542	431,542	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123								476,074	476,074	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								8,704,756	8,704,756	129

EXPENDITURES p9

CITY OF NEWTON

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	9,477,011	8,463,784	252,844	4,095,055	3,225,237	0	25,513,931	8,704,756	34,218,687	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	148,765	820,233					968,998	537,706	1,506,704	132
Internal TIF loans/repayments and transfers out	133			2,979,034				2,979,034		2,979,034	133
	134							0		0	134
Total Other Financing Uses	135	148,765	820,233	2,979,034	0	0	0	3,948,032	537,706	4,485,738	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	9,625,776	9,284,017	3,231,878	4,095,055	3,225,237	0	29,461,963	9,242,462	38,704,425	136
Ending fund balance June 30, :	137										137
Governmental:	138										138
	139										139
Nonspendable	140						604,179	604,179		604,179	140
Restricted	141		3,974,760	-111,221	97,645	3,210,256		7,171,440		7,171,440	141
Committed	142	632,580						632,580		632,580	142
Assigned	143							0		0	143
Unassigned	144	2,569,300						2,569,300		2,569,300	144
Total Governmental	145	3,201,880	3,974,760	-111,221	97,645	3,210,256	604,179	10,977,499		10,977,499	145
Proprietary	146								24,451,888	24,451,888	146
Total Ending Fund Balance June 30,	147	3,201,880	3,974,760	-111,221	97,645	3,210,256	604,179	10,977,499	24,451,888	35,429,387	147
Total Requirements (Sum of lines 136 and 147)	148	12,827,656	13,258,777	3,120,657	4,192,700	6,435,493	604,179	40,439,462	33,694,350	74,133,812	148

OTHER P10

Intergovernmental Expenditures			
Part III Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.			
Purpose	Amount paid to other local governments	Purpose	
		Amount paid to State	
		Highways	All other
Correction			
Health			
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other			
Part IV			
Wages & Salaries			
Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.			

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	
Total Salaries and Wages Paid	9,748,724

Part V Debt Outstanding, Issued, and Retired	
Transit subsidies	

A. Long-Term Debt

Debt During the Fiscal Year		Debt Outstanding JUNE 30, 2022					
Purpose	Line	Debt Outstanding JULY 1, 2021	Issued	Retired	General Obligation	TIF Revenue	Revenue
Water Utility	1.	664,000		30,000			664,000
Sewer Utility	2.	6,322,000		312,000			6,010,000
Electric Utility	3.						
Gas Utility	4.						
Transit-Bus	5.						
Industrial Revenue	6.						
Mortgage Revenue	7.						
TIF Revenue	8.						
Other Purposes / Miscellaneous	9.	1,990,000		265,000			1,725,000
GO	10.	31,466,220	2,055,000	3,184,467	30,336,753		
Parking	11.						
Airport	12.						
Stormwater	13.						
Section 108	14.						
Total Long-Term		40,442,220	2,055,000	3,791,467	30,336,753	0	8,399,000
Interest Paid This Year							
Water Utility							11,620
Sewer Utility							141,713
Electric Utility							
Gas Utility							
Transit-Bus							
Industrial Revenue							
Mortgage Revenue							
TIF Revenue							
Other Purposes / Miscellaneous							43,222
GO							850,297
Parking							
Airport							
Stormwater							
Section 108							
Total Long-Term							1,046,852

B. Short-Term Debt Amount

Outstanding as of July 1, 2021	
Outstanding as of JUNE 30, 2022	

DEBT LIMITATION FOR GENERAL OBLIGATIONS	
Part VI	Actual valuation -- January 1, 2020
Amount	
x.0.5 = \$	
46,229,400.6	

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2022

Type of asset		Amount	
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits.		Amount	
Bond and		Bond construction	
Bond and		Pension/retirement	
Bond and		Total	

Notes & Remarks
REMARKS

City of Newton Council Report

Item: Resolution Approving the Fiscal Year 2021-2022 Annual City Street Financial Report

Summary: This required annual report documents the City's use of the Road Use Tax received from the State of Iowa

Financial Impact:

No financial impact, as this report summarizes past actions.



Report Number: 22-295

Date: November 7, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

Annually, the Iowa Department of Transportation requires the City to file a City Street Financial Report that accounts for the use of Road Use Tax funding during the past fiscal year. The report for fiscal year 2021-22 shows that the City began with a fund balance of \$62,967,178 in the Road Use Tax Fund. The unaudited ending balance in the Road Use Tax Fund as of June 30, 2021 was \$2,064,886.

Revenues from the Road Use Tax Fund for the fiscal year were \$2,212,838, which includes \$2,165,946 in Road Use Tax from the State of Iowa and other revenues in the amount of \$46,892. Expenses in the Road Use Tax fund were \$3,157,050 which includes \$1,260,824 of street preservation.

Recommendation:

Staff recommends approval of the attached Resolution and Report.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING THE FISCAL YEAR 2021-2022
ANNUAL CITY STREET FINANCIAL REPORT**

WHEREAS, the Iowa Department of Transportation requires the City Council to annually approve the “City Street Financial Report,” which documents the receipt and usage of Road Use Tax; and,

WHEREAS, said report has been prepared by the Administration and Public Works Departments and is attached to this Resolution;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the 2021-22 “City Street Financial Report” is hereby approved; and City Staff is hereby directed to submit the report to the Iowa Department of Transportation by the December 1st deadline.

PASSED this 7th day November, 2022.

APPROVED this ____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis,
City Clerk



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Newton

Ames, IA 50010

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$250,071					\$250,071
Benefits - Roads/Streets		\$168,243	\$62,580				\$230,823
Training & Dues		\$3,844					\$3,844
Building & Grounds Maint. & Repair		\$5,482					\$5,482
Road Beautification		\$50,664					\$50,664
Operational Equipment Repair		\$71,059					\$71,059
Street Lights		\$252,710					\$252,710
Other Utilities		\$5,538					\$5,538
Other Maintenance and Repair	\$24,500						\$24,500
Payments to othe agencies		\$3,078					\$3,078
Other Contract Services		\$18,473					\$18,473
Operating Supplies		\$79,856					\$79,856
New Posts & Signs		\$1,213					\$1,213
Replacement Posts & Signs		\$10,257					\$10,257
Other Capital Equipment		\$273,793					\$273,793
Street - New Roadway					\$2,280		\$2,280
Street - Preservation		\$1,260,824			\$26,576		\$1,287,400



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Newton

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Principal Payment		\$265,000		\$1,170,338			\$1,435,338
Interest Payment		\$43,222		\$217,752			\$260,974
Bond Registration Fees		\$22,450		\$895			\$23,345
Transfer Out	\$140,764	\$98,844	\$74,000				\$313,608
Traffic Control/Safety		\$112,977					\$112,977
Snow Removal		\$135,207					\$135,207
Highway Engineering	\$36,369						\$36,369
Street Cleaning		\$29,604					\$29,604
Snow Removal Salaries		\$78,189					\$78,189
Snow Removal Benefits		\$15,296					\$15,296
Total	\$201,633	\$3,255,894	\$136,580	\$1,388,985	\$28,856		\$5,011,948



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Newton

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$165,264		\$62,580	\$1,388,985			\$1,616,829
TIF Revenues			\$74,000				\$74,000
Federal Grants		\$3,141					\$3,141
State Revenues - Road Use Taxes		\$2,165,946					\$2,165,946
Other State Grants - IDOT					\$53,877		\$53,877
Charges/fees						\$0	\$0
Sale of Property & Merchandise		\$43,751					\$43,751
Transfer In	\$36,369	\$140,764			\$136,475		\$313,608
Total	\$201,633	\$2,353,602	\$136,580	\$1,388,985	\$190,352	\$0	\$4,271,152



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Newton

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2021D RUT Revenue Bond	\$1,990,000	\$265,000	\$43,222	\$265,000	\$43,222	\$1,725,000
2020C Refinance	\$4,675,000	\$1,020,000	\$93,500	\$803,760	\$73,678	\$3,655,000
2021A	\$2,740,000	\$0	\$65,056	\$0	\$5,816	\$2,740,000
2017C GO Bond	\$1,973,000	\$156,000	\$67,271	\$21,225	\$9,153	\$1,817,000
2015B Bonds	\$2,560,000	\$490,000	\$61,088	\$175,174	\$21,839	\$2,070,000
2017B GO Bond	\$1,481,000	\$104,000	\$31,101	\$65,322	\$19,534	\$1,377,000
2019A GO Bond	\$4,040,000	\$170,000	\$142,238	\$104,856	\$87,732	\$3,870,000
2018A GO Bond	\$1,820,000	\$1,820,000	\$0	\$1	\$0	\$0



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Newton

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
3/4 Ton 4x4 Chevy Pickup	2015	Purchased	\$26,865	No Change
3/4 Ton 4x4 Chevy Pickup	2016	Purchased	\$27,566	No Change
Model 310 SL John Deere Backhoe	2017	Purchased	\$98,263	No Change
John Deere 310SJ Backhoe	2012	Purchased	\$100,062	No Change
International 4x2 w/plow and sander	2005	Purchased	\$63,058	No Change
International Dump Truck 4x2 & Sander	1999	Purchased	\$53,000	No Change
International Dump Truck 4x2 & Sander	1999	Purchased	\$53,000	No Change
Int 7300 with Sander,Plowbox,Prewet System	2005	Purchased	\$89,496	No Change
Chevrolet 3/4 Ton Pickup 4 x 4	2003	Purchased	\$19,913	No Change
Chevrolet 4x4 2500 Silverado Pickup	2003	Purchased	\$19,913	No Change
3/4 ton 4x4 Chevy Pickup	2011	Purchased	\$24,880	No Change
International 7300 Truck w/Plow, Wing & Prewet	2015	Purchased	\$148,762	No Change
International 7300 Truck w/plow, wing & prewet	2013	Purchased	\$143,601	No Change
Johnston VT-801 Street Sweeper	2014	Purchased	\$231,420	No Change
Volvo L70H Serial #12693862	2021	Purchased	\$184,518	No Change
Ford 4x4 F-250 Pickup 6976	2020	Purchased	\$28,411	No Change
Dodge Aerial Bucket Truck	2017	Purchased	\$97,063	No Change
International HV507 4x2 w/plow and sander	2018	Purchased	\$160,694	No Change
International 4700 4x2 w/plow and sander	2016	Purchased	\$148,762	No Change
International Tandem Truck	2001	Purchased	\$123,443	No Change
Caterpillar 120G Motorgrader	1992	Purchased	\$86,269	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Newton

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Description	Model Year	Usage Type	Cost	Purchased Status
Chevrolet K3500 L5 Truck w/Dump Box & U Plow	2001	Purchased	\$24,516	No Change
John Deere 5410 Tractor	2000	Purchased	\$26,768	No Change
International 4700 4x2 Single Axle Dump Truck	2001	Purchased	\$56,934	No Change
Volvo L70F Loader	2014	Purchased	\$180,765	No Change
Ford F-250 4x4 Pickup	2022	Purchased	\$40,776	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Newton

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
1200/1300 Block N 3rd Ave E, 158 SY of 8" PCC	\$22,910	\$22,910	TK Concrete
Update existing Light Fixtures	\$79,320	\$84,213	Van Maanen Electric
Update existing Light Fixtures	\$27,905	\$29,748	Van Maanen Electric
Mill & Overlay Various locations in Newton	\$1,159,424	\$1,090,661	INROADS, LLC



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Newton

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$2,967,178	\$0	\$0	\$581,750	\$0	\$3,548,928
SubTotal Expenses (-)	\$60,869	\$3,157,050	\$62,580	\$1,388,985	\$28,856		\$4,698,340
Transfers Out (-)	\$140,764	\$98,844	\$74,000				\$313,608
Subtotal Revenues (+)	\$165,264	\$2,212,838	\$136,580	\$1,388,985	\$53,877	\$0	\$3,957,544
Transfers In (+)	\$36,369	\$140,764			\$136,475		\$313,608
Ending Balance	\$0	\$2,064,886	\$0	\$0	\$743,246	\$0	\$2,808,132

Resolution Number:

Execution Date:

Signature:

City of Newton Council Report

Item: Resolution Approving the Annual Urban Renewal Report for Fiscal Year 2021-2022



Summary: Resolution Approving the Annual Urban Renewal Report for Fiscal Year 2021-2022

Report Number: 22-296

Date: November 7, 2022

Financial Impact:
No Financial Impact

Lead Department:
Administration

Recommendation:
Approval

Background:

Urban Renewal law requires cities to file an annual urban renewal report each year by December 1st. The attached report documents all activities as it relates to each urban renewal area the city has created.

Presently, the city has 14 urban renewal areas in existence and in FY22 eight URA's had activity or fund balances. The report states the beginning fund balance of all URA's on 7-1-21 was \$99,831 and the ending balance on 6-30-22 was -\$111,222. The total revenues for all URA's were \$3,020,825 and expenses were \$3,231,878 in FY22.

All urban renewal plans and maps and any amendments that were completed during the FY22 year are also uploaded to the Department of Management website for public viewing and are not included in the attached report.

Recommendation:

Staff recommends approval of the attached resolution approving the annual urban renewal report for FY22.



Matt Muckler
City Administrator

RESOLUTION NO. 2022- _____

**RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT
FOR FISCAL YEAR 2021-2022**

WHEREAS, the City of Newton has established Urban Renewal Areas and Tax Increment Finance Districts throughout the City; and

WHEREAS, the City is required to file an annual Urban Renewal Report to the Department of Management each year and report all activities related to all Urban Renewal Areas; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newton, Iowa approves the attached Annual Urban Renewal report for fiscal year 2022 and the attached report will be filed with the Department of Management before December 1, 2022 as required by law.

PASSED this 7th day of November, 2022.

APPROVED this _____ of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Levy Authority Summary

Local Government Name: NEWTON
Local Government Number: 50G469

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
NEWTON NORTH CENTRAL URBAN RENEWAL	50009	3
NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL	50010	1
NEWTON EAST 12TH STREET URBAN RENEWAL	50014	1
NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL	50017	5
NEWTON 1ST AVE EAST URBAN RENEWAL	50021	1
NEWTON AURORA URBAN RENEWAL	50022	1
NEWTON EAST-MART URBAN RENEWAL	50035	2
NEWTON MCCANN URBAN RENEWAL	50036	1
NEWTON PLANT TWO URBAN RENEWAL	50037	1
NEWTON SPEEDWAY/PRAIRIE FIRE UR	50038	5
NEWTON CITY SSMID NORTH CNTRL UR	50041	3
PHOENIX NEWTON URBAN RENEWAL	50042	1
NEWTON SPORTS ENTERTAINMENT UR	50043	1
NEWTON FAIRMEADOWS NORTH HOUSING UR	50044	2

TIF Debt Outstanding: 19,742,798

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:	99,831	21,604	Amount of 07-01-2021 Cash Balance Restricted for LMI
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TIF Revenue:	2,563,567
TIF Sp. Revenue Fund Interest:	4,922
Property Tax Replacement Claims	57,336
Asset Sales & Loan Repayments:	395,000
Total Revenue:	3,020,825

Rebate Expenditures:	252,844
Non-Rebate Expenditures:	2,979,034
Returned to County Treasurer:	0
Total Expenditures:	3,231,878

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:	-111,222	63,418	Amount of 06-30-2022 Cash Balance Restricted for LMI
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Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 16,622,142

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON NORTH CENTRAL URBAN RENEWAL
 UR Area Number: 50009

UR Area Creation Date: 12/1987

UR Area Purpose: See Plan Documents

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON NORTH CENTRAL UR ORIG DIST TIF INCREM	500103	500105	25,907,384
NEWTON CITY/NEWTON SCH/NEWTON NORTH CENTRAL UR 1991 AMENDMENT #1 TIF INCREM	500134	500135	169
NEWTON CITY/NEWTON SCH/NEWTON NORTH CENTRAL UR 3 INCREM	500419	500420	2,713,102

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	30,159,690	8,717,060	1,548,080	0	-29,632	45,777,078	0	45,777,078
Taxable	0	17,012,900	7,845,354	1,393,272	0	-29,632	29,854,665	0	29,854,665
Homestead Credits									65

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 120,414 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 1,019,811
 TIF Sp. Revenue Fund Interest: 1,904
 Property Tax Replacement Claims: 5,082
 Asset Sales & Loan Repayments: 0
 Total Revenue: 1,026,797

Rebate Expenditures: 182,195
 Non-Rebate Expenditures: 903,319
 Returned to County Treasurer: 0
 Total Expenditures: 1,085,514

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 61,697 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON NORTH CENTRAL URBAN RENEWAL

N 4 Ave Road Rehabilitation

Description:	N 4th Ave Road Rehabilitation
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

N 2nd Ave W Road Overlay

Description:	N 2nd Ave W Road Overlay
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Gas Plant Environmental Cleanup

Description:	Gas Plant Environmental Cleanup
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Downtown Concept Design

Description:	Downtown Concept Design
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Lining of Sewer

Description:	Lining of Sewer
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Newton Senior Residence

Description:	Property Tax Rebate
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Main Street

Description:	Main Street
Classification:	Main Street Iowa Program-Iowa Economic Development Authority
Physically Complete:	Yes
Payments Complete:	No

Frantz Grant

Description:	Frantz Grant
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Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Development Assistance Downtown

Description:	Development Assistance Downtown
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Facade Grants & Downtown Loans

Description:	Facade Grants & Downtown Loans
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

S 2nd Ave Reconstruction

Description:	S 2nd Avenue Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Parking Lots

Description:	Parking Lots
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Library Remodel

Description:	Library Remodel
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

DMACC 28E Agreement

Description:	Capital Improvements/Repairs/Infrastructure at Legacy Plaza
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

2nd Story Housing Grants

Description:	2nd Story Housing Grants in Downtown
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Hotel Maytag Renovation

Description:	Historic Renovation of Hotel Maytag
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Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

DMACC Property Tax Rebates

Description:	DMACC Property Tax Rebates
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Lion Development Tax Rebates

Description:	Lion Development Tax Rebates
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Traffic Signals

Description:	Traffic Signals
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

PW Building Renovations

Description:	PW Building Renovations
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

21/22 Court & Recording

Description:	21/22 Court & Recording
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

21/22 Marketing

Description:	21/22 Marketing
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

21/22 NDC Contributions

Description:	21/22 NDC contributions
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

LED Streetscape Lights & Pain

Description:	LED Streetscape Lights & Pain
Classification:	Roads, Bridges & Utilities
Physically Complete:	No

Payments Complete:	No
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Downtown Str Wiring LED#2

Description:	Downtown Street Wiring LED #2
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

NW Parking Lot Lighting

Description:	NW Parking Lot Lighting
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

W 3 St N HMA Overlay

Description:	W 3 St N HMA Overlay
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

20/21 Court & Recording

Description:	20/21 Court & Recording
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Catalyst Dev FY21

Description:	Catalyst Dev FY21
	Commercial - apartment/condos (residential use, classified commercial)
Classification:	
Physically Complete:	No
Payments Complete:	Yes

Best Midwest Forgivable Loan FY22

Description:	Best Midwest Forgivable Loan FY22
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Hotel Maytag Grant

Description:	Hotel Maytag Grant
	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Downtown Grants

Description:	Downtown Grants
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For NEWTON NORTH CENTRAL URBAN RENEWAL

2015A Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	390,000
Interest:	27,420
Total:	417,420
Annual Appropriation?:	No
Date Incurred:	06/30/2015
FY of Last Payment:	2025

Main Street 21/22

Debt/Obligation Type:	Internal Loans
Principal:	27,500
Interest:	0
Total:	27,500
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

2015B Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	656,647
Interest:	37,633
Total:	694,280
Annual Appropriation?:	No
Date Incurred:	06/01/2015
FY of Last Payment:	2025

2017A Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	274,000
Interest:	34,937
Total:	308,937
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2028

2017B Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	67,000
Interest:	5,754
Total:	72,754
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2028

2017C Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	128,769
Interest:	57,750

Total:	186,519
Annual Appropriation?:	No
Date Incurred:	12/06/2017
FY of Last Payment:	2032

Newton Development Corp FY 21/22

Debt/Obligation Type:	Internal Loans
Principal:	19,500
Interest:	0
Total:	19,500
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Lion Development

Debt/Obligation Type:	Rebates
Principal:	107,860
Interest:	0
Total:	107,860
Annual Appropriation?:	Yes
Date Incurred:	06/14/2018
FY of Last Payment:	2031

DMACC

Debt/Obligation Type:	Rebates
Principal:	17,759
Interest:	0
Total:	17,759
Annual Appropriation?:	Yes
Date Incurred:	03/15/2017
FY of Last Payment:	2022

Hotel Maytag Investors

Debt/Obligation Type:	Rebates
Principal:	33,383
Interest:	0
Total:	33,383
Annual Appropriation?:	Yes
Date Incurred:	09/15/2017
FY of Last Payment:	2034

2019A Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,370,000
Interest:	643,113
Total:	2,013,113
Annual Appropriation?:	No
Date Incurred:	04/16/2019
FY of Last Payment:	2038

2019B Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,895,000
Interest:	600,578
Total:	2,495,578

Annual Appropriation?:	No
Date Incurred:	04/16/2019
FY of Last Payment:	2034

21/22 Court & Recording Exp

Debt/Obligation Type:	Internal Loans
Principal:	9,155
Interest:	0
Total:	9,155
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

21/22 Marketing

Debt/Obligation Type:	Internal Loans
Principal:	10,000
Interest:	0
Total:	10,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Newton Senior Residence

Debt/Obligation Type:	Rebates
Principal:	23,193
Interest:	0
Total:	23,193
Annual Appropriation?:	Yes
Date Incurred:	03/18/2014
FY of Last Payment:	2026

2020C Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	358,760
Interest:	13,996
Total:	372,756
Annual Appropriation?:	No
Date Incurred:	10/23/2020
FY of Last Payment:	2024

2021A Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	580,000
Interest:	154,625
Total:	734,625
Annual Appropriation?:	No
Date Incurred:	04/21/2021
FY of Last Payment:	2040

20/21 Court & Recording

Debt/Obligation Type:	Internal Loans
Principal:	7,803
Interest:	0
Total:	7,803
Annual Appropriation?:	Yes

Date Incurred:	12/01/2021
FY of Last Payment:	2022

Catalyst Dev FY21

Debt/Obligation Type:	Internal Loans
Principal:	10,000
Interest:	0
Total:	10,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Best Midwest Forgiveable Loan FY22

Debt/Obligation Type:	Internal Loans
Principal:	25,000
Interest:	0
Total:	25,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

2022A Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	175,000
Interest:	67,635
Total:	242,635
Annual Appropriation?:	No
Date Incurred:	04/20/2022
FY of Last Payment:	2041

2020D Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	170,000
Interest:	50,609
Total:	220,609
Annual Appropriation?:	No
Date Incurred:	10/23/2020
FY of Last Payment:	2040

2022B Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	220,000
Interest:	91,600
Total:	311,600
Annual Appropriation?:	No
Date Incurred:	04/20/2022
FY of Last Payment:	2041

Non-Rebates For NEWTON NORTH CENTRAL URBAN RENEWAL

TIF Expenditure Amount:	70,685
Tied To Debt:	2015A Bond
Tied To Project:	Frantz Grant
TIF Expenditure Amount:	23,210
Tied To Debt:	2015A Bond
Tied To Project:	Development Assistance Downtown
TIF Expenditure Amount:	11,605
Tied To Debt:	2015A Bond
Tied To Project:	Facade Grants & Downtown Loans
TIF Expenditure Amount:	152,094
Tied To Debt:	2015B Bonds
Tied To Project:	S 2nd Ave Reconstruction
TIF Expenditure Amount:	22,529
Tied To Debt:	2015B Bonds
Tied To Project:	Parking Lots
TIF Expenditure Amount:	44,494
Tied To Debt:	2017A Bond
Tied To Project:	DMACC 28E Agreement
TIF Expenditure Amount:	10,407
Tied To Debt:	2017B Bond
Tied To Project:	Library Remodel
TIF Expenditure Amount:	5,095
Tied To Debt:	2017C Bond
Tied To Project:	Library Remodel
TIF Expenditure Amount:	69,421
Tied To Debt:	2017C Bond
Tied To Project:	DMACC 28E Agreement
TIF Expenditure Amount:	9,280
Tied To Debt:	2017C Bond
Tied To Project:	2nd Story Housing Grants
TIF Expenditure Amount:	102,722
Tied To Debt:	2017C Bond
Tied To Project:	Hotel Maytag Renovation
TIF Expenditure Amount:	27,500
Tied To Debt:	Main Street 21/22
Tied To Project:	Main Street
TIF Expenditure Amount:	9,155
Tied To Debt:	21/22 Court & Recording Exp
Tied To Project:	21/22 Court & Recording
TIF Expenditure Amount:	10,000
Tied To Debt:	21/22 Marketing
Tied To Project:	21/22 Marketing

TIF Expenditure Amount:	19,500
Tied To Debt:	Newton Development Corp FY 21/22
Tied To Project:	21/22 NDC Contributions
TIF Expenditure Amount:	40,823
Tied To Debt:	2019A Bond
Tied To Project:	Traffic Signals
TIF Expenditure Amount:	9,684
Tied To Debt:	2019A Bond
Tied To Project:	Parking Lots
TIF Expenditure Amount:	5,568
Tied To Debt:	2019A Bond
Tied To Project:	Gas Plant Environmental Cleanup
TIF Expenditure Amount:	13,269
Tied To Debt:	2019B Bond
Tied To Project:	DMACC 28E Agreement
TIF Expenditure Amount:	11,374
Tied To Debt:	2019B Bond
Tied To Project:	PW Building Renovations
TIF Expenditure Amount:	45,495
Tied To Debt:	2019B Bond
Tied To Project:	Hotel Maytag Renovation
TIF Expenditure Amount:	82,122
Tied To Debt:	2020C Bonds
Tied To Project:	N 4 Ave Road Rehabilitation
TIF Expenditure Amount:	32,963
Tied To Debt:	2020C Bonds
Tied To Project:	N 2nd Ave W Road Overlay
TIF Expenditure Amount:	14,208
Tied To Debt:	2020C Bonds
Tied To Project:	Gas Plant Environmental Cleanup
TIF Expenditure Amount:	8,525
Tied To Debt:	2020C Bonds
Tied To Project:	Downtown Concept Design
TIF Expenditure Amount:	4,262
Tied To Debt:	2020C Bonds
Tied To Project:	Lining of Sewer
TIF Expenditure Amount:	7,803
Tied To Debt:	20/21 Court & Recording
Tied To Project:	20/21 Court & Recording
TIF Expenditure Amount:	10,000
Tied To Debt:	Catalyst Dev FY21
Tied To Project:	Catalyst Dev FY21
TIF Expenditure Amount:	25,000
Tied To Debt:	Best Midwest Forgivable Loan FY22
Tied To Project:	Best Midwest Forgivable Loan FY22

TIF Expenditure Amount:	4,526
Tied To Debt:	2020D Bond
Tied To Project:	Hotel Maytag Grant

Rebates For NEWTON NORTH CENTRAL URBAN RENEWAL

403 W 4 St N

TIF Expenditure Amount:	17,759
Rebate Paid To:	DMACC
Tied To Debt:	DMACC
Tied To Project:	DMACC Property Tax Rebates
Projected Final FY of Rebate:	2022

320 W 3 St N

TIF Expenditure Amount:	107,860
Rebate Paid To:	Lion Development Group
Tied To Debt:	Lion Development
Tied To Project:	Lion Development Tax Rebates
Projected Final FY of Rebate:	2031

222 N 4 Ave W

TIF Expenditure Amount:	23,193
Rebate Paid To:	Newton Senior Residence
Tied To Debt:	Newton Senior Residence
Tied To Project:	Newton Senior Residence
Projected Final FY of Rebate:	2026

105 N 2 Ave E

TIF Expenditure Amount:	33,383
Rebate Paid To:	Hotel Maytag Investors LLC
Tied To Debt:	2022A Bond
Tied To Project:	Hotel Maytag Renovation
Projected Final FY of Rebate:	2034

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON NORTH CENTRAL URBAN RENEWAL (50009)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON NORTH CENTRAL UR ORIG DIST TIF INCREM
TIF Taxing District Inc. Number:	500105
TIF Taxing District Base Year:	1986
FY TIF Revenue First Received:	1988
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	12/1987
Economic Development	12/1987

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	28,646,780	5,818,890	1,548,080	0	-22,224	40,643,166	0	40,643,166
Taxable	0	16,159,477	5,237,001	1,393,272	0	-22,224	25,907,384	0	25,907,384
Homestead Credits									56

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	14,731,988	25,907,384	25,907,384	0	0

FY 2022 TIF Revenue Received: 923,132

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON NORTH CENTRAL URBAN RENEWAL (50009)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON NORTH CENTRAL UR 1991
AMENDMENT #1 TIF INCREM	
TIF Taxing District Inc. Number:	500135
TIF Taxing District Base Year:	1990
FY TIF Revenue First Received:	1992
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	12/1987
Economic Development	12/1987

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,371,310	0	0	0	1,371,310	0	1,371,310
Taxable	0	0	1,234,179	0	0	0	1,234,179	0	1,234,179
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1,371,141	169	169	0	0

FY 2022 TIF Revenue Received: 6

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON NORTH CENTRAL URBAN RENEWAL (50009)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON NORTH CENTRAL UR 3 INCREM
TIF Taxing District Inc. Number:	500420
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2013
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	11/2013
Economic Development	11/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,512,910	1,526,860	0	0	-7,408	3,762,602	0	3,762,602
Taxable	0	853,423	1,374,174	0	0	-7,408	2,713,102	0	2,713,102
Homestead Credits									9

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	2,713,102	2,713,102	0	0

FY 2022 TIF Revenue Received: 96,673

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL
 UR Area Number: 50010

UR Area Creation Date: 12/2017

UR Area Purpose: To assist in providing land and resources for new and expanded residential development and provide infrastructure, services, and facilities for such development in the Cardinal Ridge subdivision in Newton Iowa.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CARDINAL RIDGE HOUSING UR TIF INC 2018	500432	500433	823,824

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,460,440	0	0	0	0	1,460,440	0	1,460,440
Taxable	0	823,824	0	0	0	0	823,824	0	823,824
Homestead Credits									3

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 26,022 10,179 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 29,253
 TIF Sp. Revenue Fund Interest: 278
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 29,531

Rebate Expenditures: 0
 Non-Rebate Expenditures: 10,587
 Returned to County Treasurer: 0
 Total Expenditures: 10,587

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 44,966 21,438 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL

Property Taxes FY20/21

Description:	Jasper Co Property Taxes FY20/21
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Sign & Entry Updates

Description:	Sign & Entry Updates
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL

Property Taxes FY20/21

Debt/Obligation Type:	Internal Loans
Principal:	654
Interest:	0
Total:	654
Annual Appropriation?:	No
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Sign & Entry Update

Debt/Obligation Type:	Internal Loans
Principal:	9,933
Interest:	0
Total:	9,933
Annual Appropriation?:	No
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Non-Rebates For NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL

TIF Expenditure Amount:	654
Tied To Debt:	Property Taxes FY20/21
Tied To Project:	Property Taxes FY20/21

TIF Expenditure Amount:	9,933
Tied To Debt:	Sign & Entry Update
Tied To Project:	Sign & Entry Updates

Income Housing For NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL

Amount of FY 2022 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

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TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON CARDINAL RIDGE HOUSING URBAN RENEWAL (50010)
 TIF Taxing District Name: NEWTON CARDINAL RIDGE HOUSING UR TIF INC 2018
 TIF Taxing District Inc. Number: 500433
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2017

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,460,440	0	0	0	0	1,460,440	0	1,460,440
Taxable	0	823,824	0	0	0	0	823,824	0	823,824
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	100,480	823,824	823,824	0	0

FY 2022 TIF Revenue Received: 29,253

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON EAST 12TH STREET URBAN RENEWAL
 UR Area Number: 50014

UR Area Creation Date: 09/1999

UR Area Purpose: Financing the cost of redevelopment and for storm sewer relocation and/or other public improvements in the East 12th Street Economic Development Area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON EAST 12TH ST UR ORIG DIST TIF INCREM	500263	500264	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
 Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

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TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON EAST 12TH STREET URBAN RENEWAL (50014)
 TIF Taxing District Name: NEWTON CITY/NEWTON SCH/NEWTON EAST 12TH ST UR ORIG DIST TIF INCREM
 TIF Taxing District Inc. Number: 500264
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2012

UR Designation	
Slum	No
Blighted	No
Economic Development	09/1999

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	565,650	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL
 UR Area Number: 50017

UR Area Creation Date: 04/2001

UR Area Purpose: The City has developed this plan to take advantage of an opportunity which has been provided to use property taxes paid by private development to assist in financing the cost of redevelopment and improvement of public infrastructure in the Area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/SOUTHWEST UR ORIG DIST TIF INCREM	500287	500288	0
NEWTON CITY AG/NEWTON SCH/SOUTHWEST UR ORIG DIST TIF INCREM	500289	500290	0
NEWTON CITY/NEWTON SCH/CITY EXEMPT/SOUTHWEST UR 2003 AMENDMENT #4 TIF INCREM	500312	500313	0
NEWTON CITY/NEWTON SCH/SOUTHWEST UR 2003 AMENDMENTS #3,4,5 TIF INCREM	500316	500317	994,050
NEWTON CITY AG/NEWTON SCH/SOUTHWEST UR 2003 AMENDMENTS #3,4 TIF INCREM	500318	500319	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	348,530	6,582,390	0	0	0	8,162,640	0	8,162,640
Taxable	0	196,604	5,924,151	0	0	0	6,952,166	0	6,952,166
Homestead Credits									2

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 77,743 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 35,535
 TIF Sp. Revenue Fund Interest: 539
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 36,074

Rebate Expenditures: 0
 Non-Rebate Expenditures: 55,810
 Returned to County Treasurer: 0
 Total Expenditures: 55,810

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 58,007 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL

NDC Contributions FY 21/22

Description:	NDC Contributions FY 21/22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Advertising FY22

Description:	Advertising FY22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Court & Recording FY21

Description:	Court & Recording FY21
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Court & Recording FY22

Description:	Court & Recording FY22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

FY22 Development Specialist Salary

Description:	FY22 Development Specialist Salary
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

FY22 Comm Dev Director Salary

Description:	FY22 Comm Dev Director Salary
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

FY22 Finance Off & Sr Finance Analyst Salary

Description:	FY22 Finance Off & Sr Finance Analyst Salary
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL

NDC Contributions FY 21/22

Debt/Obligation Type:	Internal Loans
Principal:	11,250
Interest:	0
Total:	11,250
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Advertising FY22

Debt/Obligation Type:	Internal Loans
Principal:	14,350
Interest:	0
Total:	14,350
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Court & Recording FY21

Debt/Obligation Type:	Internal Loans
Principal:	28
Interest:	0
Total:	28
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Court & Recording FY22

Debt/Obligation Type:	Internal Loans
Principal:	2,806
Interest:	0
Total:	2,806
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

FY22 Development Specialist Salary

Debt/Obligation Type:	Internal Loans
Principal:	6,337
Interest:	0
Total:	6,337
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

FY22 Comm Dev Director Salary

Debt/Obligation Type:	Internal Loans
Principal:	8,818

Interest:	0
Total:	8,818
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

FY22 Finance Off & Sr Finance Analyst Salary

Debt/Obligation Type:	Internal Loans
Principal:	12,221
Interest:	0
Total:	12,221
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Non-Rebates For NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL

TIF Expenditure Amount:	11,250
Tied To Debt:	NDC Contributions FY 21/22
Tied To Project:	NDC Contributions FY 21/22

TIF Expenditure Amount:	14,350
Tied To Debt:	Advertising FY22
Tied To Project:	Advertising FY22

TIF Expenditure Amount:	28
Tied To Debt:	Court & Recording FY21
Tied To Project:	Court & Recording FY21

TIF Expenditure Amount:	2,806
Tied To Debt:	Court & Recording FY22
Tied To Project:	Court & Recording FY22

TIF Expenditure Amount:	6,337
Tied To Debt:	FY22 Development Specialist Salary
Tied To Project:	FY22 Development Specialist Salary

TIF Expenditure Amount:	8,818
Tied To Debt:	FY22 Comm Dev Director Salary
Tied To Project:	FY22 Comm Dev Director Salary

TIF Expenditure Amount:	12,221
Tied To Debt:	FY22 Finance Off & Sr Finance Analyst Salary
Tied To Project:	FY22 Finance Off & Sr Finance Analyst Salary

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL (50017)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/SOUTHWEST UR ORIG DIST TIF INCREM
TIF Taxing District Inc. Number:	500288
TIF Taxing District Base Year:	2000
FY TIF Revenue First Received:	2004
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2001

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1,015,692	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL (50017)
TIF Taxing District Name:	NEWTON CITY AG/NEWTON SCH/SOUTHWEST UR ORIG DIST TIF INCREM
TIF Taxing District Inc. Number:	500290
TIF Taxing District Base Year:	2000
FY TIF Revenue First Received:	
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2001

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL (50017)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/CITY EXEMPT/SOUTHWEST UR 2003
AMENDMENT #4 TIF INCREM	
TIF Taxing District Inc. Number:	500313
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2001

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL (50017)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/SOUTHWEST UR 2003 AMENDMENTS #3,4,5 TIF INCREM
TIF Taxing District Inc. Number:	500317
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	2005
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2001

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	348,530	6,582,390	0	0	0	8,162,640	0	8,162,640
Taxable	0	196,604	5,924,151	0	0	0	6,952,166	0	6,952,166
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	7,168,590	994,050	994,050	0	0

FY 2022 TIF Revenue Received: 35,535

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)		
Urban Renewal Area:	NEWTON SOUTHWEST ECONOMIC DEVELOPMENT URBAN RENEWAL (50017)		
TIF Taxing District Name:	NEWTON CITY AG/NEWTON SCH/SOUTHWEST UR 2003 AMENDMENTS #3,4		
TIF INCREM			
TIF Taxing District Inc. Number:	500319		
TIF Taxing District Base Year:	2002		
FY TIF Revenue First Received:	2005		
Subject to a Statutory end date?	Yes		
Fiscal year this TIF Taxing District statutorily ends:	2025		

		UR Designation
Slum	No	
Blighted	No	
Economic Development	04/2001	

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON 1ST AVE EAST URBAN RENEWAL
 UR Area Number: 50021

UR Area Creation Date: 03/2019

UR Area Purpose: This Urban Renewal Area was created to guide the City in alleviating blighted conditions and promoting economic growth through encouragement of commercial and industrial development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON 1ST AVE EAST UR INC 2019	500430	500431	1,635,610

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	20,942,740	18,224,850	0	0	-48,152	41,778,408	0	41,778,408
Taxable	0	11,813,682	16,402,365	0	0	-48,152	29,962,702	0	29,962,702
Homestead Credits									137

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 62,134 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 60,161
 TIF Sp. Revenue Fund Interest: 501
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 60,662

Rebate Expenditures: 9,324
 Non-Rebate Expenditures: 64,767
 Returned to County Treasurer: 0
 Total Expenditures: 74,091

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 48,705 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON 1ST AVE EAST URBAN RENEWAL

Newton Elite Properties FY22

Description:	Property Tax Rebate FY22
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Court & Recording FY21

Description:	Court & Recording FY21
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Court & Recording FY22

Description:	Court & Recording FY22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Nehring Auto Forgiveable Loan FY22

Description:	Nehring Auto Forgiveable Loan FY22
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Hopkins 1810 1st Ave E Forgiveable Loan FY22

Description:	Hopkins 1810 1st Ave E Forgiveable Loan FY22
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Traffic Signal Project

Description:	Traffic Signal Project
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For NEWTON 1ST AVE EAST URBAN RENEWAL

Newton Elite Properties FY22

Debt/Obligation Type:	Rebates
Principal:	9,324
Interest:	0
Total:	9,324
Annual Appropriation?:	Yes
Date Incurred:	12/01/2020
FY of Last Payment:	2022

Court & Recording FY21

Debt/Obligation Type:	Internal Loans
Principal:	57
Interest:	0
Total:	57
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Court & Recording FY22

Debt/Obligation Type:	Internal Loans
Principal:	9,710
Interest:	0
Total:	9,710
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Nehring Auto Forgiveable Loan FY22

Debt/Obligation Type:	Internal Loans
Principal:	20,000
Interest:	0
Total:	20,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Hopkins 1810 1st Ave E Forgiveable Loan FY22

Debt/Obligation Type:	Internal Loans
Principal:	35,000
Interest:	0
Total:	35,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

2022A GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	155,000
Interest:	59,938

Total:	214,938
Annual Appropriation?:	No
Date Incurred:	04/20/2022
FY of Last Payment:	2041

Non-Rebates For NEWTON 1ST AVE EAST URBAN RENEWAL

TIF Expenditure Amount:	57
Tied To Debt:	Court & Recording FY21
Tied To Project:	Court & Recording FY21
TIF Expenditure Amount:	9,710
Tied To Debt:	Court & Recording FY22
Tied To Project:	Court & Recording FY22
TIF Expenditure Amount:	20,000
Tied To Debt:	Nehring Auto Forgiveable Loan FY22
Tied To Project:	Nehring Auto Forgiveable Loan FY22
TIF Expenditure Amount:	35,000
Tied To Debt:	Hopkins 1810 1st Ave E Forgiveable Loan FY22
Tied To Project:	Hopkins 1810 1st Ave E Forgiveable Loan FY22

Rebates For NEWTON 1ST AVE EAST URBAN RENEWAL

1123 1st Ave E

TIF Expenditure Amount:	9,324
Rebate Paid To:	Newton Elite Properties
Tied To Debt:	Newton Elite Properties FY22
Tied To Project:	Newton Elite Properties FY22
Projected Final FY of Rebate:	2022

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TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON 1ST AVE EAST URBAN RENEWAL (50021)
 TIF Taxing District Name: NEWTON 1ST AVE EAST UR INC 2019
 TIF Taxing District Inc. Number: 500431
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	03/2019
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	20,942,740	18,224,850	0	0	-48,152	41,778,408	0	41,778,408
Taxable	0	11,813,682	16,402,365	0	0	-48,152	29,962,702	0	29,962,702
Homestead Credits									137

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	40,190,950	1,635,610	1,635,610	0	0

FY 2022 TIF Revenue Received: 60,161

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON AURORA URBAN RENEWAL
 UR Area Number: 50022

UR Area Creation Date: 05/2004

UR Area Purpose: This plan was developed to take advantage of an opportunity that has been provided to use property taxes paid by private development to assist in financing the cost of redevelopment and for improvement of public infrastructure.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON AURORA UR ORIG DIST TIF INCREM	500324	500325	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON AURORA URBAN RENEWAL (50022)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON AURORA UR ORIG DIST TIF INCREM
TIF Taxing District Inc. Number:	500325
TIF Taxing District Base Year:	0
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2004

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON EAST-MART URBAN RENEWAL
 UR Area Number: 50035

UR Area Creation Date: 10/2007

UR Area Purpose: Take advantage of opportunities which have been provided to use property taxes paid by private development to assist in financing the cost of development and for improvement of public infrastructure in the East-Mart Economic Development Area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON EAST-MART UR ORIG DIST TIF INCREM	500372	500373	7,523,610
NEWTON CITY AG/NEWTON SCH/NEWTON EAST-MART UR ORIG DIST TIF INCREM	500374	500375	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	14,741,200	0	0	0	14,741,200	0	14,741,200
Taxable	0	0	13,267,080	0	0	0	13,267,080	0	13,267,080
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 45,726 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 267,060
 TIF Sp. Revenue Fund Interest: 745
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 267,805

Rebate Expenditures: 0
 Non-Rebate Expenditures: 190,053
 Returned to County Treasurer: 0
 Total Expenditures: 190,053

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 123,478 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON EAST-MART URBAN RENEWAL

Sanitary Sewer Extension

Description:	Capital Project
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

NE Beltline Road Rehab

Description:	Capital Project
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

NDC Contributions FY 21/22

Description:	NDC contributions FY 21/22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Marketing Svcs FY21/22

Description:	Marketing Svcs FY21/22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

IA Speedway Dr Improvements

Description:	Iowa Speedway Drive Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

FY22 Comm Dev Director Salary

Description:	FY22 Comm Dev Director Salary
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

FY22 Development Specialist Salary

Description:	FY22 Development Specialist Salary
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

FY22 Finance Off & Sr Finance Analyst Salary

Description:	FY22 Finance Off & Sr Finance Analyst Salary
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Court & Recording FY22

Description:	Court & Recording FY22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For NEWTON EAST-MART URBAN RENEWAL

NDC Contributions FY 21/22

Debt/Obligation Type:	Internal Loans
Principal:	18,000
Interest:	0
Total:	18,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Marketing Svcs FY 21/22

Debt/Obligation Type:	Internal Loans
Principal:	14,839
Interest:	0
Total:	14,839
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

IA Speedway Drive Improvements

Debt/Obligation Type:	Internal Loans
Principal:	74,000
Interest:	0
Total:	74,000
Annual Appropriation?:	No
Date Incurred:	12/01/2018
FY of Last Payment:	2022

2020C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	109,240
Interest:	4,004
Total:	113,244
Annual Appropriation?:	No
Date Incurred:	10/23/2020
FY of Last Payment:	2024

FY22 Comm Dev Director Salary

Debt/Obligation Type:	Internal Loans
Principal:	11,022
Interest:	0
Total:	11,022
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

FY22 Development Specialist Salary

Debt/Obligation Type:	Internal Loans
Principal:	11,881
Interest:	0

Total:	11,881
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

FY22 Finance Off & Sr Finance Analyst Salary

Debt/Obligation Type:	Internal Loans
Principal:	12,283
Interest:	0
Total:	12,283
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Court & Recording FY22

Debt/Obligation Type:	Internal Loans
Principal:	5,648
Interest:	0
Total:	5,648
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Non-Rebates For NEWTON EAST-MART URBAN RENEWAL

TIF Expenditure Amount:	39,837
Tied To Debt:	2020C
Tied To Project:	Sanitary Sewer Extension
TIF Expenditure Amount:	2,543
Tied To Debt:	2020C
Tied To Project:	NE Beltline Road Rehab
TIF Expenditure Amount:	18,000
Tied To Debt:	NDC Contributions FY 21/22
Tied To Project:	NDC Contributions FY 21/22
TIF Expenditure Amount:	14,839
Tied To Debt:	Marketing Svcs FY 21/22
Tied To Project:	Marketing Svcs FY21/22
TIF Expenditure Amount:	74,000
Tied To Debt:	IA Speedway Drive Improvements
Tied To Project:	IA Speedway Dr Improvements
TIF Expenditure Amount:	11,022
Tied To Debt:	FY22 Comm Dev Director Salary
Tied To Project:	FY22 Comm Dev Director Salary
TIF Expenditure Amount:	11,881
Tied To Debt:	FY22 Development Specialist Salary
Tied To Project:	FY22 Development Specialist Salary
TIF Expenditure Amount:	12,283
Tied To Debt:	FY22 Finance Off & Sr Finance Analyst Salary
Tied To Project:	FY22 Finance Off & Sr Finance Analyst Salary
TIF Expenditure Amount:	5,648
Tied To Debt:	Court & Recording FY22
Tied To Project:	Court & Recording FY22

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TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON EAST-MART URBAN RENEWAL (50035)
 TIF Taxing District Name: NEWTON CITY/NEWTON SCH/NEWTON EAST-MART UR ORIG DIST TIF INCREM
 TIF Taxing District Inc. Number: 500373
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2007

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	14,741,200	0	0	0	14,741,200	0	14,741,200
Taxable	0	0	13,267,080	0	0	0	13,267,080	0	13,267,080
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	7,217,590	7,523,610	7,523,610	0	0

FY 2022 TIF Revenue Received: 267,060

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON EAST-MART URBAN RENEWAL (50035)
 TIF Taxing District Name: NEWTON CITY AG/NEWTON SCH/NEWTON EAST-MART UR ORIG DIST TIF INCREM
 TIF Taxing District Inc. Number: 500375
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2007

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	37,960	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON MCCANN URBAN RENEWAL
 UR Area Number: 50036

UR Area Creation Date: 12/2018

UR Area Purpose: Wishrock Housing partners, LLC has proposed to undertake the renovation of the McCann Village apartment complex at 1105 East 12th St S in the Urban Renewal Area. It has been requested that the City provide assistance to the Developer.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON MCCANN UR TIF INC	500438	500439	1,727,046

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,918,940	0	0	0	1,918,940	0	1,918,940
Taxable	0	0	1,727,046	0	0	0	1,727,046	0	1,727,046
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 61,325
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 5,457
 Asset Sales & Loan Repayments: 0
 Total Revenue: 66,782

Rebate Expenditures: 61,325
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
 Total Expenditures: 61,325

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 5,457 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON MCCANN URBAN RENEWAL

McCann Property Tax Rebate

Description:	Rebate
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For NEWTON MCCANN URBAN RENEWAL

McCann Property Tax Rebate

Debt/Obligation Type:	Rebates
Principal:	61,325
Interest:	0
Total:	61,325
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Rebates For NEWTON MCCANN URBAN RENEWAL

1000 12th St S

TIF Expenditure Amount:	61,325
Rebate Paid To:	McCann Housing Partners
Tied To Debt:	McCann Property Tax Rebate
Tied To Project:	McCann Property Tax Rebate
Projected Final FY of Rebate:	2022

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON MCCANN URBAN RENEWAL (50036)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON MCCANN UR TIF INC
TIF Taxing District Inc. Number:	500439
TIF Taxing District Base Year:	2018
FY TIF Revenue First Received:	2022
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2018

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,918,940	0	0	0	1,918,940	0	1,918,940
Taxable	0	0	1,727,046	0	0	0	1,727,046	0	1,727,046
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	1,727,046	1,727,046	0	0

FY 2022 TIF Revenue Received: 61,325

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON PLANT TWO URBAN RENEWAL
 UR Area Number: 50037

UR Area Creation Date: 04/2008

UR Area Purpose: This plan facilitates the re-development of the former Maytag Plant 2 buildings. The main goals proposed are as follows: build long-term property tax base, Capitalize on opportunities to create or retain jobs & generate momentum for re-use of Plant 2.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON PLANT TWO UR ORIG DIST TIF INCREM	500390	500391	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 4,268 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 26
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 26

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
 Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 4,294 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)		
Urban Renewal Area:	NEWTON PLANT TWO URBAN RENEWAL (50037)		
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON PLANT TWO UR ORIG DIST TIF INCREM		
TIF Taxing District Inc. Number:	500391		
TIF Taxing District Base Year:	2007		
FY TIF Revenue First Received:	2010		
Subject to a Statutory end date?	Yes		
Fiscal year this TIF Taxing District statutorily ends:	2030		
		UR Designation	
		Slum	No
		Blighted	No
		Economic Development	04/2008

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	3,186,530	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON SPEEDWAY/PRAIRIE FIRE UR
 UR Area Number: 50038

UR Area Creation Date: 03/2003

UR Area Purpose: The Plan Purpose is for the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety, or welfare of the residents of the City.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/CITY EXEMPT/NEWTON SPEEDWAY UR ORIG DIST TIF INCREM	500314	500315	0
NEWTON CITY/NEWTON SCH/NEWTON SPEEDWAY UR ORIG DIST TIF INCREM	500320	500321	21,022,106
NEWTON CITY AG/NEWTON SCH/NEWTON SPEEDWAY UR ORIG DIST TIF INCREM	500322	500323	0
NEWTON CITY/NEWTON SCH/NEWTON PRAIRIE FIRE UR ORIG DIST TIF INCREM	500376	500377	7,427,570
NEWTON CITY AG/NEWTON SCH/NEWTON PRAIRIE FIRE UR ORIG DIST TIF INCREM	500378	500379	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	655,390	32,382,260	0	0	0	33,037,650	0	33,037,650
Taxable	0	369,702	29,144,034	0	0	0	29,513,736	0	29,513,736
Homestead Credits									2

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: -375,539 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 1,010,097
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 46,797
 Asset Sales & Loan Repayments: 320,000
 Total Revenue: 1,376,894

Rebate Expenditures: 0
 Non-Rebate Expenditures: 1,390,882
 Returned to County Treasurer: 0
 Total Expenditures: 1,390,882

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -389,527 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON SPEEDWAY/PRAIRIE FIRE UR

Boulders Inn Ec Dev Grant

Description:	Ec Dev Grant to Hotel Developer
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Speedway Ec Dev Grant

Description:	Economic Development Grant Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Speedway Infrastructure

Description:	Infrastructure for IA Speedway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Boulders Inn

Description:	Property Tax Rebate for Hotel
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Lincoln Street Paving

Description:	Paving of Lincoln Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

NDC FY22

Description:	NDC FY22
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For NEWTON SPEEDWAY/PRAIRIE FIRE UR

2015A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,120,000
Interest:	64,283
Total:	1,184,283
Annual Appropriation?:	No
Date Incurred:	06/30/2015
FY of Last Payment:	2025

2015B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	112,416
Interest:	4,987
Total:	117,403
Annual Appropriation?:	No
Date Incurred:	06/01/2015
FY of Last Payment:	2025

2017C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	257,180
Interest:	50,779
Total:	307,959
Annual Appropriation?:	No
Date Incurred:	12/06/2017
FY of Last Payment:	2032

2020C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,640,000
Interest:	106,400
Total:	2,746,400
Annual Appropriation?:	No
Date Incurred:	10/23/2020
FY of Last Payment:	2025

NDC FY22

Debt/Obligation Type:	Internal Loans
Principal:	11,250
Interest:	0
Total:	11,250
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Non-Rebates For NEWTON SPEEDWAY/PRAIRIE FIRE UR

TIF Expenditure Amount:	39,451
Tied To Debt:	2015B
Tied To Project:	Lincoln Street Paving

TIF Expenditure Amount:	30,754
Tied To Debt:	2017C
Tied To Project:	Lincoln Street Paving

TIF Expenditure Amount:	394,727
Tied To Debt:	2015A
Tied To Project:	Speedway Ec Dev Grant

TIF Expenditure Amount:	914,700
Tied To Debt:	2020C
Tied To Project:	Speedway Infrastructure

TIF Expenditure Amount:	11,250
Tied To Debt:	NDC FY22
Tied To Project:	NDC FY22

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SPEEDWAY/PRAIRIE FIRE UR (50038)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/CITY EXEMPT/NEWTON SPEEDWAY UR ORIG DIST TIF INCREM
TIF Taxing District Inc. Number:	500315
TIF Taxing District Base Year:	2005
FY TIF Revenue First Received:	
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2026

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SPEEDWAY/PRAIRIE FIRE UR (50038)
TIF Taxing District Name:	NEWTON CITY/NEWTON SCH/NEWTON SPEEDWAY UR ORIG DIST TIF INCREM
TIF Taxing District Inc. Number:	500321
TIF Taxing District Base Year:	2005
FY TIF Revenue First Received:	2008
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2027

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	563,740	23,004,560	0	0	0	23,568,300	0	23,568,300
Taxable	0	318,002	20,704,104	0	0	0	21,022,106	0	21,022,106
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	900,640	21,022,106	21,022,106	0	0

FY 2022 TIF Revenue Received: 747,472

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON SPEEDWAY/PRAIRIE FIRE UR (50038)
 TIF Taxing District Name: NEWTON CITY AG/NEWTON SCH/NEWTON SPEEDWAY UR ORIG DIST TIF INCREM
 TIF Taxing District Inc. Number: 500323
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received:

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2007

 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	168,820	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON SPEEDWAY/PRAIRIE FIRE UR (50038)
 TIF Taxing District Name: NEWTON CITY/NEWTON SCH/NEWTON PRAIRIE FIRE UR ORIG DIST TIF INCREM
 TIF Taxing District Inc. Number: 500377
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2006

 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2028

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	91,650	9,377,700	0	0	0	9,469,350	0	9,469,350
Taxable	0	51,700	8,439,930	0	0	0	8,491,630	0	8,491,630
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	2,041,780	7,427,570	7,427,570	0	0

FY 2022 TIF Revenue Received: 262,625

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TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)		
Urban Renewal Area:	NEWTON SPEEDWAY/PRAIRIE FIRE UR (50038)		
TIF Taxing District Name:	NEWTON CITY AG/NEWTON SCH/NEWTON PRAIRIE FIRE UR ORIG DIST TIF INCREM		
TIF Taxing District Inc. Number:	500379		
TIF Taxing District Base Year:	2006		
FY TIF Revenue First Received:	2009		
Subject to a Statutory end date?	Yes		
Fiscal year this TIF Taxing District statutorily ends:	2029		

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2006

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	87,070	0	0	0	0

FY 2022 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON CITY SSMID NORTH CNTRL UR
 UR Area Number: 50041

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY SSMID NORTH CNTRL UR 1 INCREM	500421	500422	0
NEWTON CITY SSMID NORTH CNTRL UR 2 INCREM	500423	500424	0
NEWTON CITY SSMID NORTH CNTRL UR 3 INCREM	500425	500426	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

◆ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON CITY SSMID NORTH CNTRL UR (50041)
 TIF Taxing District Name: NEWTON CITY SSMID NORTH CNTRL UR 1 INCREM
 TIF Taxing District Inc. Number: 500422
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1,130,235	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON CITY SSMID NORTH CNTRL UR (50041)
 TIF Taxing District Name: NEWTON CITY SSMID NORTH CNTRL UR 2 INCREM
 TIF Taxing District Inc. Number: 500424
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	525,110	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON CITY SSMID NORTH CNTRL UR (50041)
TIF Taxing District Name:	NEWTON CITY SSMID NORTH CNTRL UR 3 INCREM
TIF Taxing District Inc. Number:	500426
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: PHOENIX NEWTON URBAN RENEWAL
 UR Area Number: 50042

UR Area Creation Date: 07/2018

UR Area Purpose: Guide the City of Newton promoting economic growth through encouragement of commercial and industrial development in the new Urban Renewal Area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON CITY/NEWTON SCH/NEWTON PHOENIX UR TIF INC	500440	500441	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
 Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 Amount of 06-30-2022 Cash Balance Restricted for LMI

▲ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: PHOENIX NEWTON URBAN RENEWAL (50042)
 TIF Taxing District Name: NEWTON CITY/NEWTON SCH/NEWTON PHOENIX UR TIF INC
 TIF Taxing District Inc. Number: 500441
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON SPORTS ENTERTAINMENT UR
 UR Area Number: 50043

UR Area Creation Date: 10/2019

UR Area Purpose: Stimulate through public action and commitment, private investment in commercial and industrial development in the urban renewal area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON SPORTS ENTERTAINMENT UR TIF INC 2019	500436	500437	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0
TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:			0		0			Amount of 07-01-2021 Cash Balance Restricted for LMI	
TIF Revenue:			0						
TIF Sp. Revenue Fund Interest:			0						
Property Tax Replacement Claims			0						
Asset Sales & Loan Repayments:			0						
Total Revenue:			0						
Rebate Expenditures:			0						
Non-Rebate Expenditures:			0						
Returned to County Treasurer:			0						
Total Expenditures:			0						
TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:			0		0			Amount of 06-30-2022 Cash Balance Restricted for LMI	

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name:	NEWTON (50G469)
Urban Renewal Area:	NEWTON SPORTS ENTERTAINMENT UR (50043)
TIF Taxing District Name:	NEWTON SPORTS ENTERTAINMENT UR TIF INC 2019
TIF Taxing District Inc. Number:	500437
TIF Taxing District Base Year:	2019
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No
UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Urban Renewal Area Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON FAIRMEADOWS NORTH HOUSING UR
 UR Area Number: 50044

UR Area Creation Date: 12/2017

UR Area Purpose: Provide Economic and infrastructure support for housing development in the Subdivision of Fairmeadows North in the City of Newton

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEWTON FAIRMEADOWS NORTH UR INC 2019	500434	500435	906,397
NEWTON FAIRMEADOWS NORTH #2 INC	500442	500443	1,355,785

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,016,850	0	0	0	-3,704	4,013,146	0	4,013,146
Taxable	0	2,265,886	0	0	0	-3,704	2,262,182	0	2,262,182
Homestead Credits									9

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 139,063 11,425 Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 80,325
 TIF Sp. Revenue Fund Interest: 929
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 75,000
 Total Revenue: 156,254

Rebate Expenditures: 0
 Non-Rebate Expenditures: 363,616
 Returned to County Treasurer: 0
 Total Expenditures: 363,616

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -68,299 41,980 Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For NEWTON FAIRMEADOWS NORTH HOUSING UR

Fairmeadows N Infrastructure

Description:	Fairmeadows N Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Arbor Estates Land Purchase

Description:	Land Purchase Arbor Estates
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

Arbor Estates Grading

Description:	Grading Arbor Estates
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Arbor Estates Phase 1 Infrastructure

Description:	Phase 1 Arbor Estates
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

NHDC FY22 Payments

Description:	NHDC FY22 Services
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Legal and Admin FY21

Description:	Legal and Admin FY21
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For NEWTON FAIRMEADOWS NORTH HOUSING UR

2017B GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	947,380
Interest:	96,534
Total:	1,043,914
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2028

2019C GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	905,000
Interest:	244,027
Total:	1,149,027
Annual Appropriation?:	No
Date Incurred:	11/07/2019
FY of Last Payment:	2038

2019A GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,510,000
Interest:	565,326
Total:	2,075,326
Annual Appropriation?:	No
Date Incurred:	04/16/2019
FY of Last Payment:	2038

2020A GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,505,000
Interest:	519,160
Total:	2,024,160
Annual Appropriation?:	No
Date Incurred:	05/06/2020
FY of Last Payment:	2039

NHDC FY22

Debt/Obligation Type:	Internal Loans
Principal:	40,000
Interest:	0
Total:	40,000
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Legal and Admin FY21

Debt/Obligation Type:	Internal Loans
Principal:	3,429
Interest:	0

Total:	3,429
Annual Appropriation?:	Yes
Date Incurred:	12/01/2021
FY of Last Payment:	2022

Non-Rebates For NEWTON FAIRMEADOWS NORTH HOUSING UR

TIF Expenditure Amount:	83,545
Tied To Debt:	2017B GO Bonds
Tied To Project:	Fairmeadows N Infrastructure

TIF Expenditure Amount:	68,454
Tied To Debt:	2019C GO Bonds
Tied To Project:	Arbor Estates Land Purchase

TIF Expenditure Amount:	123,038
Tied To Debt:	2019A GO Bonds
Tied To Project:	Arbor Estates Grading

TIF Expenditure Amount:	45,150
Tied To Debt:	2020A GO Bonds
Tied To Project:	Fairmeadows N Infrastructure

TIF Expenditure Amount:	40,000
Tied To Debt:	NHDC FY22
Tied To Project:	NHDC FY22 Payments

TIF Expenditure Amount:	3,429
Tied To Debt:	Legal and Admin FY21
Tied To Project:	Legal and Admin FY21

Income Housing For NEWTON FAIRMEADOWS NORTH HOUSING UR

Amount of FY 2022 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

◆ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON FAIRMEADOWS NORTH HOUSING UR (50044)
 TIF Taxing District Name: NEWTON FAIRMEADOWS NORTH UR INC 2019
 TIF Taxing District Inc. Number: 500435
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2017

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,610,100	0	0	0	-1,852	1,608,248	0	1,608,248
Taxable	0	908,249	0	0	0	-1,852	906,397	0	906,397
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	3,860	906,397	906,397	0	0

FY 2022 TIF Revenue Received: 32,130

TIF Taxing District Data Collection

Local Government Name: NEWTON (50G469)
 Urban Renewal Area: NEWTON FAIRMEADOWS NORTH HOUSING UR (50044)
 TIF Taxing District Name: NEWTON FAIRMEADOWS NORTH #2 INC
 TIF Taxing District Inc. Number: 500443
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2022
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 3032

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2017

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,406,750	0	0	0	-1,852	2,404,898	0	2,404,898
Taxable	0	1,357,637	0	0	0	-1,852	1,355,785	0	1,355,785
Homestead Credits									7

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	140,310	1,355,785	1,355,785	0	0

FY 2022 TIF Revenue Received: 48,195

City of Newton Council Report

Item: Resolution Authorizing Urban Renewal Area activities to be Certified and Decertified as TIF Indebtedness



Summary: Resolution to Authorize TIF Urban Renewal Activities in FY23 and FY24

Report Number: 22-297

Date: November 7, 2022

Financial Impact:

No Financial Impact. Resolution Authorizes TIF Debt Certifications/Decertifications to be Filed with the County Auditor's Office. Any Disbursement of Funds will need Approval by City Council

Lead Department:
Administration

Recommendation:
Approval

Background:

Urban Renewal law requires cities to certify and decertify any urban renewal debt to the County Auditor by December 1st of each year. This resolution documents internal loans that have occurred in FY22, certifies bonding that occurred in April of 2022, anticipates adjustments to internal borrowing and tax rebates for FY23, and estimates property tax rebates and urban renewal activities for FY24.

Decertification includes interest or other sources of income that would reduce the debt in an urban renewal area. All actual amounts paid for FY22 are reconciled with the previously certified amount and if necessary, decertified.

Recommendation:

Staff recommends approval of the attached resolution authorizing urban renewal activities to be certified and decertified as TIF indebtedness to the County Auditor by December 1, 2022.



Matt Muckler
City Administrator

RESOLUTION NO. 2022- _____

**RESOLUTION AUTHORIZING URBAN RENEWAL AREA ACTIVITIES
TO BE CERTIFIED AND DECERTIFIED AS TIF INDEBTEDNESS**

WHEREAS, the City of Newton has established several Urban Renewal Areas and Tax Increment Finance Districts throughout the City; and

WHEREAS, the City recognizes the following actual costs in FY21-22 and anticipated costs for FY22-23 and FY23-24 directly related to these Urban Renewal Areas and is certifying the following debt and approve transfers from the appropriate Urban Renewal Areas:

North Central Urban Renewal Area (Debt to Be Certified)

Court & Recording Actual Expenses FY 21/22	\$ 4,901
Newton Development Corporation Contributions FY 22/23	\$ 15,000
Marketing Services FY22/23	\$ 15,000
Main Street Contribution FY 22/23	\$ 27,500
2022B Bond Principal: \$ 220,000 / Interest \$ 91,600	\$ 311,600
2022A Bond Principal: \$ 175,000 / Interest \$ 61,373	\$ 236,373
LeavenWealth Capital LLC (Lion Dev) Property Tax Rebate Estimated FY23/24	\$ 70,000
Best Midwest Property Tax Rebate Estimated FY23/24	\$ 5,000
CRH Quilting Property Tax Rebate Estimated FY23/24	\$ 10,000
GG115 LLC Property Tax Rebate Estimated FY23/24	\$ 7,500
Miller – Valentine Property Tax Rebate Estimated FY23/24	\$ 25,000
Cindy Rogers-Sell Property Tax Rebate Estimated FY23/24	\$ 5,000

Speedway/Prairie Fire Urban Renewal Area (Debt to Be Certified)

Newton Development Corporation FY21/22	\$ 33,000
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Southwest Urban Renewal Area (Debt to be Certified)

Newton Development Corporation Contributions FY 22/23	\$ 11,250
Marketing Services FY 22/23 Hotel Motel Tax Fund Reimbursement	\$ 15,000
Court & Recording FY21/22	\$ 28

East Mart Urban Renewal Area (Debt to be Certified)

Newton Development Corporation Contributions FY 22/23	\$ 18,000
Development Specialist 15% FY22/23 Wage	\$ 12,155
Community Development Director 10% FY22/23 Wage	\$ 11,328
Finance Officer 10% FY22/23 Wage	\$ 10,422
Financial Analyst 10% FY22/23 Wage	\$ 5,896
Marketing Services FY 22/23 Hotel Motel Tax Fund Reimbursement	\$ 17,000
Van Maanen Electric Property Tax Rebate estimated amount for FY23/24	\$ 150,000
Legal & Admin Actual FY21/22	\$ 5,648

1st Avenue East Urban Renewal Area (Debt to be Certified)

Newton Elite Properties Tax Rebate Estimated FY23/24 (1123 1 st Ave E)	\$ 20,000
Nehring Auto Property Tax Rebate Estimated FY23/24	\$ 7,500
Jasper Point Plaza, LLC Property Tax Rebate Estimated FY23/24	\$ 20,000
Hopkins Properties, LLC Property Tax Rebate Estimated FY23/24	\$ 15,000
Development Specialist 18% FY22/23 Wage	\$ 14,586
Community Development Director 18% FY22/23 Wage	\$ 20,390
Finance Officer 18% FY22/23 Wage	\$ 18,760
Financial Analyst 10% FY22/23 Wage	\$ 10,613
City Administrator 10% FY22/23 Wage	\$ 14,288
Newton Development Corporation Land Purchase 1015 N 3 Ave E	\$ 90,000
2022A Bond Principal: \$ 155,000 / Interest \$ 59,938	\$ 214,938
Legal & Admin FY21/22 Actual	\$ 9,710
Newton Development Corporation Contributions FY 22/23	\$ 20,000
Development Grant 1130 1 st Ave E	\$ 50,000

Fairmeadows North Urban Renewal Area (Debt to be Certified)

Newton Housing Development Corporation FY22/23	\$ 40,000
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McCann Village Urban Renewal Area (Debt to be Certified)

McCann Housing Associates LP Property Tax Rebate FY23/24	\$ 50,000
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WHEREAS, it is necessary for the Council to certify all of the above listed debt and approve the transfers from the appropriate Urban Renewal Area and report this certification of debt to the County Auditor by December 1, 2022 in order to have the above Urban Renewal related costs eligible to be paid from future incremental property tax revenues; and

WHEREAS, the Council must decertify any current TIF indebtedness that has been reduced by reason other than application of TIF increment tax revenue received from the County Treasurer as listed below:

North Central Urban Renewal Area (Debt to be Decertified)

Interest Revenue for 21/22 Fiscal Year	\$ 1,904
Lion Development Tax Rebate FY21/22 (Cert Dec 2020 \$125,000/Actual \$107,860)	\$ 17,140

Maytag Plant 2 Urban Renewal Area (Debt to be Decertified)

Interest Revenue for 21/22 Fiscal Year	\$ 26
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East Mart Urban Renewal Area (Debt to be Decertified)

Interest Revenue for FY21/22	\$ 745
Marketing Services 21/22 (Certified \$17,000, actual \$14,839)	\$ 2,161
Property Tax Rebate Van Maanen Electric FY22/23 (Certified December 2021 \$160,000 / Actual \$129,878)	\$ 30,122

Fairmeadows N Housing Urban Renewal Area (Debt to be Decertified)

Interest Revenue for FY21/22	\$ 929
FY 21/22 Lot Sales	\$ 75,000

1st Avenue East Urban Renewal Area (Debt to be Decertified)

Interest Revenue for FY21/22	\$ 501
Newton Elite Properties Tax Rebate FY20/21 (Certified \$25,000 / Actual \$0)	\$ 25,000

Southwest Urban Renewal Area (Debt to be Decertified)

Interest Revenue for 21/22 Fiscal Year	\$ 539
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McCann Village Urban Renewal Area (Debt to be Decertified)

McCann Housing Associates LP Property Tax Rebates FY21/22 (Certified \$62,167 / Actual \$61,325)	\$ 842
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Speedway/Prairie Fire Urban Renewal Area (Debt to be Decertified)

Direct Revenues from IA Speedway FY 21/22	\$ 320,000
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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newton, Iowa Certifies/Decertifies all stated items in this resolution as Urban Renewal Debt that will be filed with the County Auditor before December 1, 2022 and paid with future incremental property tax revenues received into the Tax Increment Funds.

PASSED this 7th day of November, 2022.

APPROVED this _____ of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Claiming Less than the Maximum Allowable Revenue from the Southwest Tax Increment Financing District for Fiscal Year 2023-2024



Summary:

This specifies the amount of taxes that the City will claim for one of its TIF Districts next year, releasing the remainder to general taxation.

Financial Impact:

By not claiming the maximum taxation possible into the Southwest TIF District, the City increases the revenues available for the general funds of the City, County, and School District.

Report Number: 22-298

Date: November 7, 2022

Lead Department:
Administration

Recommendation:
Approval

Southwest TIF District

The Southwest Economic Development Area was created on the southwest side of Newton in 2001 in order to facilitate private development and assist in the cost of improvements to public infrastructure in the area.

FY24 will be the final year of collections of taxes from the area. The Fund balance on 6-30-22 was \$58,006. It is recommended that no tax dollars be requested for fiscal year 2024 since there is sufficient fund balance for approved projects within the area.

Iowa Code requires that this decision be certified to the County Auditor by December 1st each year. This is difficult since it precedes the budget process, but it is necessary so the City and the other taxing bodies will know what the general tax base will be in January. This action does not dissolve any portion of any of the TIF Districts, and does not relinquish any rights to claim more TIF revenues in future years.

Recommendation:

Staff recommends approval of the attached Resolution.



Matt Muckler
City Administrator

RESOLUTION NO. 2022 - _____

**RESOLUTION CLAIMING LESS THAN THE MAXIMUM ALLOWABLE REVENUE
FROM THE SOUTHWEST TAX INCREMENT FINANCING DISTRICT FOR FISCAL
YEAR 2023-2024**

WHEREAS, the City of Newton, Iowa has established the Southwest Tax Increment Finance (TIF) District by Ordinance; and

WHEREAS, Chapter 403 of Iowa Code allows cities to claim less than the maximum allowable in TIF revenues for a given year; and

WHEREAS, by claiming less than the maximum allowable, the City of Newton does not dissolve the TIF Districts or shrink them in any way; and

WHEREAS, by claiming less than the maximum allowable, the City of Newton in no way gives up its right to claim greater TIF revenues in future years, up to the maximum allowable by law;

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

That the City of Newton wishes to receive \$ 0.00 from the Southwest Tax Increment Finance District in Fiscal Year 2023-2024 (July 1, 2023 to June 30, 2024) to apply towards its TIF indebtedness.

PASSED this 7th day of November, 2022

APPROVED this _____ day of November, 2022

(SEAL)

Michael L. Hansen, Mayor

Attest:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Claiming Less than the Maximum Allowable Revenue from the 1st Avenue East Tax Increment Financing District for Fiscal Year 2023-2024

Summary:

This specifies the amount of taxes that the City will claim for one of its TIF Districts next year, releasing the remainder to general taxation.

Financial Impact:

By not claiming the maximum taxation possible into the 1st Avenue East TIF District, the City increases the revenues available for the general funds of the City, County, and School District.

Report Number: 22-299

Date: November 7, 2022

Lead Department:
Administration

Recommendation:
Approval

1st Avenue East TIF District

The 1st Avenue East Urban Renewal Area was created on February 18, 2019 to:

1. Contribute to a diversified, well-balanced local economy by creating job opportunities and strengthening the property tax base.
2. Assist in providing land and resources for new and expanded commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services
3. To stimulate through public action and commitment, private investment in commercial and industrial development, and to encourage commercial and industrial job retention, growth and expansion through the use of various federal, state and local incentives, including tax increment financing.
4. To provide municipal infrastructure, services and facilities that enhance possibilities for economic development and community attractiveness to private enterprise and alleviate the Blighted Conditions.
5. To undertake projects, both public and private, targeted at the alleviation of the Blighted Conditions.
6. To help finance the cost of streets, water, sanitary sewer, storm sewer, or other public improvements in support of new commercial and industrial development.
7. To provide a more marketable and attractive investment climate.
8. To increase the number of affordable housing units in the City that are safe, attractive and comfortable.
9. To provide public facilities to enhance City services and enhance the economic attractiveness of the community.
10. To alleviate conditions of slum and blight in the Urban Renewal Area.

The fund balance in the 1st Avenue East URA on 6-30-22 was \$48,706. The projected fund balance on 6-30-23 is approximately \$30,000. With the expected increase in valuations within the Urban

Renewal Area, it is anticipated that the entire increment will not be needed and can be released to each taxing entity. Below is an approximate budget in the fund for fiscal year FY24:

Development Grant for 1113 1 st Avenue East:	\$ 50,000
NDC Contributions:	\$ 20,000
Administrative expenses:	\$ 80,000
Property Acquisition:	\$ 90,000
D&D Expenses:	\$ 60,000
TOTAL:	\$300,000

It is the recommendation to claim \$300,000 of increment in the 1st Avenue East Urban Renewal Area for the FY23-24 fiscal year and release the remaining funds to all the taxing entities.

Iowa Code requires that this decision be certified to the County Auditor by December 1st each year. This is difficult since it precedes the budget process, but it is necessary so the city and the other taxing bodies will know what the general tax base will be in January. This action does not dissolve any portion of any of the TIF Districts, and does not relinquish any rights to claim more TIF revenues in future years.

Recommendation:

Staff recommends approval of the attached Resolution.



Matt Muckler
City Administrator

RESOLUTION NO. 2022 - _____

**RESOLUTION CLAIMING LESS THAN THE MAXIMUM ALLOWABLE REVENUE
FROM THE 1ST AVENUE EAST TAX INCREMENT FINANCING DISTRICT FOR
FISCAL YEAR 2023-2024**

WHEREAS, the City of Newton, Iowa has established the 1ST Avenue East Tax Increment Finance (TIF) District by Ordinance; and

WHEREAS, Chapter 403 of Iowa Code allows cities to claim less than the maximum allowable in TIF revenues for a given year; and

WHEREAS, by claiming less than the maximum allowable, the City of Newton does not dissolve the TIF Districts or shrink them in any way; and

WHEREAS, by claiming less than the maximum allowable, the City of Newton in no way gives up its right to claim greater TIF revenues in future years, up to the maximum allowable by law;

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

That the City of Newton wishes to receive \$300,000 from the 1st Avenue East Tax Increment Finance District in Fiscal Year 2023-2024 (July 1, 2023 to June 30, 2024) to apply towards its TIF indebtedness.

PASSED this 7th day of November, 2022

APPROVED this _____ day of November, 2022

(SEAL)

Michael L. Hansen, Mayor

Attest:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary: Resolution Approving Property Tax Rebate to the Newton Elite Properties, LLC Property According to the Approved Development Agreement

Financial Impact:
\$5,180.35 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Report Number: 22-300

Date: November 7, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

The City of Newton entered into a development agreement in November of 2020 with Newton Elite Properties, LLC on the property located at 1123 1st Avenue East within the 1st Avenue East Urban Renewal Area. The Agreement states that the City shall rebate 80% of all TIF property taxes paid by Newton Elite Properties, LLC in Fiscal year 22/23.

Newton Elite Properties, LLC has provided documentation that 1st half of property taxes in the amount of \$12,413 have been paid to the Jasper County Treasurer for FY 2022-23 for the property, and the amount of the 80% rebate from the TIF fund would be \$5,180.35.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Newton Elite Properties, LLC for the 22/23 property taxes.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light gray grid background.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
NEWTON ELITE PROPERTIES, LLC PROPERTY LOCATED WITHIN
THE 1ST AVENUE EAST URBAN RENEWAL AREA**

WHEREAS, the City of Newton (City) has established the 1ST Avenue East Urban Renewal Area; and

WHEREAS, a Development Agreement with Newton Elite Properties, LLC was entered into in November of 2020 on the property located at 1123 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 80% TIF Property Tax Rebate in Fiscal Year 22-23, and

WHEREAS, the Developer has paid the 1st half of property taxes for the fiscal year 2022-2023 in the total amount of \$12,413 and is eligible to receive a 80% TIF rebate of \$5,180.35;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with Newton Elite Properties, LLC a property tax rebate for the 1st half of fiscal year 2022-2023 property taxes in the amount of \$5,180.35 is hereby approved.

PASSED this 7th day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services.

Summary: This Resolution allows supplemental reimbursement from the Federal Government through the Iowa Department of Human Services through the GEMT program.

Financial Impact: Average Net Revenue for past three years is \$ 206,987.11.



Report Number: 22-301

Date: November 7, 2022

Lead Department:
Fire Department

Recommendation:
Approve

BACKGROUND

The Ground Emergency Medical Transportation (GEMT) Program is a voluntary program that allows publicly owned or operated emergency ground ambulance transportation providers to receive supplemental payments that cover the difference between a provider's actual costs per GEMT transport and the Medicaid base payment, mileage and other sources of reimbursement.

Providers receive cost-based, supplemental payments on a prospective basis for emergency ground ambulance transportation of Medicaid Fee-for-Service (FFS) and Medicaid managed care (MCO) members under Title XIX of the federal Social Security Act (SSA) and the Affordable Care Act (ACA) only.

The GEMT program authority comes from House File 2285 which was passed in the 2018 Legislative session and required the Department of Human Services to complete a State Plan Amendment to establish the ground rules for the supplemental reimbursement program.

Eligible providers who choose to participate in the GEMT program must do the following:

- Notify the Iowa Medicaid Enterprise (IME) Provider Cost Audit and Rate Setting (PCA) Unit
- Complete a Provider Agreement
- Complete an Intergovernmental Transfer Agreement
- Complete and submit the GEMT Program cost report.

Staff has included the Intergovernmental Transfer Agreement for use with the Iowa Department of Human Services and is working to prepare the Cost Report as required.

RECOMMENDATION

Staff recommends approval of the Intergovernmental Transfer Agreement per recommendation from the Newton Fire Department.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AUTHORIZING THE CITY OF NEWTON DBA
NEWTON FIRE DEPARTMENT TO ENTER INTO AN
INTERGOVERNMENTAL TRANSFER AGREEMENT, IGT
FUNDING CERTIFICATION, AND GEMT PROVIDER
AGREEMENT FOR THE GROUND EMERGENCY MEDICAL
TRANSPORT (GEMT) SUPPLEMENTAL REIMBURSEMENT
PROGRAM WITH THE IOWA DEPARTMENT OF HUMAN
SERVICES.**

WHEREAS, the Newton Fire Department provides fire protection and ambulance service to the City of Newton, and

WHEREAS, the reimbursement for ambulance services provided to patients covered by Iowa Medicaid Enterprises through the Department of Human Services is far less than the actual cost of providing those services, and

WHEREAS, the Iowa Legislature passed legislation in 2018 requiring the Department of Human Services to develop a program to provide federal supplemental reimbursement to ambulance services for the shortfall, and

WHEREAS, the program has been developed and approved by the Center for Medicare Services, and is named the Ground Emergency Medical Transport program, and

WHEREAS, each year the Fire Department needs to enter into agreements with the Iowa Department of Human Services, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the attached agreements having the City enter into an Intergovernmental Transfer Agreement (IGT), IGT Funding Agreement, and GEMT Provider Agreement with the Iowa Department of Human Services is approved and authorizes the Fire Chief to execute the agreements,

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

**INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT
BETWEEN
THE IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND**

City of Newton dba Newton Fire Department

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Health and Human Services (IDHHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Exhibit A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.
2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such provider agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the IDHHS.
3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to IDHHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by IDHHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to IDHHS equivalent to the non-federal share of the payments to be made upon notification by IDHHS.
4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

For: City of Newton dba Newton Fire Department
GEMT Provider

Printed Name: Jarrod Wellik

Title: Fire Chief

Address: 410 S 2nd Ave W

Newton, IA 50208

E-mail address jarrodw@newtongov.org

For IDHHS:

Printed Name: Iowa Department of Health and Human Services

Title: Iowa Medicaid

Address: 1305 East Walnut Street

Des Moines, IA 50319

E-mail address: costaudit@dhs.state.ia.us

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an “overpayment” subject to return to the IDHHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.
9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the IDHHS and the GEMT Provider.
10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.
11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2023 and ending June 30, 2024. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.
12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

City of Newton dba Newton Fire Department

GEMT Provider

Signature	11/8/2022 Date

Printed Name

Fire Chief

Title

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Director	Date Updated August 16, 2022

Attachment A – Approved State Plan Amendment IA-19-002

State/Territory:

IOWA

Methods and Standards for Establishing Payment Rates for Other Types of Care**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.
2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.
3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.
4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. “Eligible GEMT Provider” means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:
 - a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.
 - b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.
 - c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.
6. “Dry Run” means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.
7. “GEMT Transport” means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.
8. “GEMT Services” means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.
 - a. “Advanced Life Support” means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- b. “Limited-Advanced Life Support” means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.
 - c. “Basic Life Support” means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.
9. “Service Period” means the period from July 1 through June 30 of each SFY.
10. “Shift” means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.
2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.
4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred**) provided for the applicable service period.
 - a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.
- c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.
- d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

- 1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.
- 2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.
4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.
5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.
2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.
3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.
2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.
3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

IGT Funding Source Certification

1. Are state and local taxes the only source used to provide the intergovernmental transfer (IGT) of public funds related to the cost reimbursement of Medicaid ground emergency medical transportation (GEMT) services.

Answer
Yes

If "No" please list all other IGT funding sources:

Fire Cheif

Title

11/8/2022

Date

Signature of Provider Commissioner,
Fire/Paramedic Chief or Similar Authority

Jarrod Wellik

Printed Name

641-792-3347 Ext 2203

Telephone Number

jarrodw@newtongov.org

E-Mail

PROVIDER PARTICIPATION AGREEMENT

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES (IDHHS) GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST PROSPECTIVE PAYMENT PROGRAM

Name of provider:

City of Newton dba Newton Fire Department

Provider NPI Number:

1538161344

Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each of the following, as periodically amended:
 - 1. Title XIX of the Social Security Act
 - 2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
 - 3. Iowa State Medicaid State Plan
 - 4. State issued policy directives, including the IME Ambulance Provider Manual
 - 5. Terms of the provider's Iowa Medicaid Provider Enrollment Agreement
- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.
- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
 - 1. Submit annually the GEMT Program cost report to the IME
 - 2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
 - 3. If the allowance of an expense or appropriateness of an expense cannot

be determined by the state because fiscal records or other documentation is not present or is inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

- D. Provider agrees to submit within the timeframes determined by the State, transfer of the non- federal share of the GEMT uncompensated cost reimbursement according to the Intergovernmental Transfer Public Funds Agreement prior to the uncompensated cost prospective payments from IDHHS.
- E. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a payment under this program.
- F. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

Limitations of State Liability

- A. Notwithstanding any other provision of this Agreement, the IDHHS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services.
- B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, the IDHHS shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the IDHHS applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the provider, the IDHHS shall be held harmless by the provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2023. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

GEMT Provider

11/8/2022

Date

Jarrold Wellik

GEMT Provider Printed Name

City of Newton Council Report

Item: Resolution authorizing the purchase and installation of an electric gate opener for Waterworks Distribution shop.

Summary: To purchase and install electric gate opener for securing the waterworks shop and pipe yard.

Financial Impact: \$9,838.00 from water revenue funds



Report Number: 22-302

Date: November 7, 2022

Lead Department: Public Works / Waterworks Distribution

Recommendation: Approve

Background:

The waterworks Distribution Garage located at 500 W 7th St N was built in 2002. The pipe yard has been fenced off since the completion of the building, but the gate was never locked because the public water filling station was located inside the fenced in area. The public water filling station was recently relocated to the front of the Distribution Shop, so the gate can be secured, protecting hundreds of thousands of dollars in equipment, tools and materials.

There is no one staffing this location throughout the work day as there is at other locations throughout Public Works, but the Water Distribution Crews are coming and going throughout the day, this is why the request for an electric gate versus a manual gate as there is at other locations. There is an existing gate in place where the opener can be installed to secure the property.

Waterworks staff requested quotes for the purchase and installation of an automatic gate opener, the following quotes were received:

Central Fencing, Cedar Rapids, Iowa	\$ 9,838.00
Controlled Access, Pleasant Hill, Iowa	\$ 10,831.00
Des Moines Steel Fence, Des Moines, Iowa	\$ 12,360.00

Recommendation:

Approve the purchase and installation of an electric gate opener from Central Fencing of Cedar Rapids, Iowa for the quoted price of \$9,838.00.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION
OF AN ELECTRIC GATE OPENER FOR WATERWORKS
DISTRIBUTION SHOP.**

WHEREAS, the waterworks Distribution Shop located at 500 W 7th St N was built in 2002 and;

WHEREAS, the pipe yard has been fenced off since the completion of the building, but the gate was never locked because of the location of the public water filling station and;

WHEREAS, the public water filling station was recently relocated to the front of the Distribution Shop, so the gate can be secured and;

WHEREAS, Waterworks staff requested quotes for the purchase and installation of an automatic gate opener and;

WHEREAS, Central Fencing of Cedar Rapids, Iowa was the lowest responsive, responsible bidder in the amount of \$ 9,838.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa the Public Works Director is authorized to enter into an agreement with Central Fencing of Cedar Rapids Iowa for the purchase and installation of an electric gate opener for the quoted price of \$9,838.00 utilizing water revenue funds for this purchase.

PASSED this _____day of November 2022.

APPROVED this _____ day of November 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution approving services agreement with JETCO Inc. for Waterworks, Water Pollution Control and Landfill controls and pump stations.

Summary:

Approve an hourly rate service agreement for on-call electrical and electronic troubleshooting and repair work for critical utilities.

Financial Impact:

Contracted services paid from enterprise funds to ensure safe and environmentally responsible services.



Report Number: 22-303

Date:

October 17, 2022

Lead Department:

Public Works

Recommendation:

Approve

Background:

In February 2019 the Water Pollution Control Plant had a retirement of an Electronics Maintenance Technician who was qualified to do both minor electrical and electronic troubleshooting and control work. At this time the position was unable to be filled, staff recommended and council approved outsourcing this type of work and filling the position with a PWC Plant Operator. Since that time JETCO Inc. has been providing electrical and electronics control work on an on-call basis. This agreement has worked very well for Water Pollution Control and has realized a significant cost savings for WPC over having a staff person dedicated to this type of work.

Newton Sanitary Landfill also has been utilizing JETCO Inc. for electrical and electronics control work at the landfill pump stations.

Newton WaterWorks has also been utilizing JETCO Inc. for both electrical and electronic control work for many years. On September 13, 2022 the voters of Newton voted to place Newton WaterWorks under the governance of Newton City Council. Organizationally this places WaterWorks Treatment and Distribution under the Public Works Department.

Since there are multiple Divisions of Public Works utilizing JETCO Inc. for electrical and electronics control work and these items are each critical services to the citizens of Newton, there is a need to have a new service agreement with JETCO Inc. to include all three divisions of Public Works. This agreement establishes an hourly rate broken down by type of work and by scheduled work versus emergency rates.

Recommendation:

Approve a new service agreement with JETCO Inc. for electrical and electronic control work for WPC, WaterWorks and Landfill Divisions of Public Works.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING SERVICES AGREEMENT WITH JETCO INC. FOR WATERWORKS, WATER POLLUTION CONTROL AND LANDFILL CONTROLS AND PUMP STATIONS.

WHEREAS, In February 2019 the Water Pollution Control Plant had a retirement of an Electronics Maintenance Technician who was qualified to do both minor electrical and electronic trouble-shooting and control work.

WHEREAS, at this time the position was unable to be filled and staff recommended and council approved outsourcing this type of work and;

WHEREAS, Since that time JETCO Inc. has been providing electrical and electronics control work on an on-call basis for Water Pollution Control and it has realized a significant cost savings for WPC over having a staff person dedicated to this type of work and;

WHEREAS, Newton Sanitary Landfill also has been utilizing JETCO Inc. for electrical and electronics control work at the landfill pump stations and;

WHEREAS, Newton WaterWorks has also been utilizing JETCO Inc. for both electrical and electronic control work for many years and;

WHEREAS, on September 13, 2022 the voters of Newton voted to place Newton WaterWorks under the governance of Newton City Council and;

WHEREAS, organizationally this places WaterWorks Treatment and Distribution under the Public Works Department.

WHEREAS, Since there are multiple Divisions of Public Works utilizing JETCO Inc. for electrical and electronics control work and these items are each critical services to the citizens of Newton, there is a need to have a new service agreement with JETCO Inc. to include all three divisions of Public Works. This agreement establishes an hourly rate broken down by type of work and by scheduled work versus emergency rates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to enter into a service agreement with JETCO Inc. of Altoona Iowa for electrical and electronic control work for WPC, WaterWorks and Landfill Divisions of Public Works, utilizing enterprise funds from whichever division is having the work completed.

PASSED this _____ day of September, 2022.

APPROVED this _____ day of September, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Thursday, September 29, 2022

To: City of Newton, IA

Re: Water/Wastewater Service Contract Agreement

Attn: Brad Hanson

Jetco, Inc. proposes the following service agreement to provide services at the following locations:

Water Pollution Control Plant and Remote Lift Stations
Water Treatment Plant, Water Towers, Pump Stations and Well Sites
Sanitary Landfill Pump Stations

Control System support for PLC, HMI, Software, Networking, Instrumentation, VFDs, Motor Starters, and other equipment associated with equipment automation.

Non-Emergency Service Rates for Controls Technician:

Scheduled within 7 calendar days of request by owner.

Monday thru Friday 7am to 5pm: \$ 145.00 per hour

Monday thru Friday 5pm to 7am, Saturdays: \$ 217.50 per hour

Sunday and Holidays: \$ 290.00 per hour

Labor Hours will be invoiced port to port from Technician dispatch location.

Mileage: \$ 0.65/mile travel charge.

Emergency Service Rates for Controls Technician:

Remote Login/Over the Phone Troubleshooting: Response time 1-2 hours.

On-site Troubleshooting: Response time 2-3 hours.

Monday thru Friday 7am to 5pm: \$ 155.00 per hour

Monday thru Friday 5pm to 7am, Saturdays: \$ 232.50 per hour

Sunday and Holidays: \$ 310.00 per hour

Labor Hours will be invoiced port to port from Technician dispatch location.

Mileage: \$ 0.65/mile travel charge to facility.



Rates for basic electrical services such as lighting, receptacles, conduit, wire. Etc.

Non-Emergency Service Rates for Electrician:

Scheduled within 7 calendar days of request by owner.

Monday thru Friday 7am to 5pm:

Apprentice: \$ 60.00/hr

Journeyman: \$ 70.00/hr

Monday thru Friday 5pm to 7am, Saturdays:

Apprentice: \$ 90.00/hr

Journeyman: \$ 105.00/hr

Sunday and Holidays:

Apprentice: \$ 120.00/hr

Journeyman: \$ 140.00/hr

Labor Hours will be invoiced port to port from dispatch location.

Mileage: \$ 0.65/mile travel charge.

Emergency Service Rates for Electrician:

On-site Troubleshooting: Response time 2-3 hours.

Monday thru Friday 7am to 5pm:

Apprentice: \$ 65.00/hr

Journeyman: \$ 75.00/hr

Monday thru Friday 5pm to 7am, Saturdays:

Apprentice: \$ 97.50/hr

Journeyman: \$ 112.50/hr

Sunday and Holidays:

Apprentice: \$ 130.00/hr

Journeyman: \$ 150.00/hr

Labor Hours will be invoiced port to port from dispatch location.

Mileage: \$ 0.65/mile travel charge.

Contract Period shall be for 1-year from date of acceptance.

City of Newton, IA WPC:

Accepted by: _____ Title: _____

Signature: _____ Date: _____

Jetco, Inc.

Accepted by: _____ Title: _____

Signature: _____ Date: _____

City of Newton Council Report

Item:

Resolution approving professional services agreement with Bolton & Menk Inc. for a Stormwater Capital Planning Study.

Summary:

Bolton & Menk Engineering to analyze existing storm sewer and create a priority list of recommended stormwater infrastructure improvements.

Financial Impact:

Stormwater budget \$30,000.



Report Number: 22-304

Date: November 7, 2022

Lead Department: Public Works

Recommendation:
Approve

Background:

The City of Newton created a stormwater utility in 2019 for the purpose of dedicating funds to improving stormwater infrastructure in Newton. The Stormwater Capital Improvement Planning Study Professional Services Agreement with Bolton & Menk Engineering is to evaluate the existing stormwater infrastructure, determine the 10 year and 100 year peak flow from the overall watershed. This data will be utilized to determine pipe sizes and catch basin needs. The study will identify existing and potential deficient flooding, storage and pipe sizes. The study will provide recommendations for corrective actions and a prioritized list of projects with concept-level cost estimates for each improvement for capital planning purposes.

Information to be included in the report includes the following as a minimum:

- A narrative description of the planning report scope, design considerations, assumptions and recommendations.
- Existing and recommended pipe sizes will be included in a table or map format for all known mainline storm sewer pipes within study area.
- Design parameters and assumptions (storm type, runoff coefficient, time of concentration, drainage area, etc.) will be tabulated for each reach of storm sewer.
- Priority list of recommended improvements
- Preliminary cost estimates for up to six (6) prioritized storm sewer related improvements in final report.

Stormwater Capital Planning Study Final Report to be completed by May 2023.

Recommendation:

Approve professional services agreement with Bolton & Menk Inc. of Des Moines, Iowa for a Stormwater Capital Planning Study for \$30,000, paid from Stormwater Utility Fund.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH BOLTON & MENK INC. FOR A STORMWATER CAPITAL
PLANNING STUDY.**

WHEREAS, The City of Newton created a stormwater utility in 2019 for the purpose of dedicating funds to improving stormwater infrastructure in Newton; and

WHEREAS, the Stormwater Capital Improvement Planning Study Professional Services Agreement with Bolton & Menk Engineering is to evaluate the existing stormwater infrastructure, determine the 10 year and 100 year peak flow from the overall watershed; and

WHEREAS, this data will be utilized to determine catch basin needs, identify existing and potential deficient flooding, storage and pipe sizes; and

WHEREAS, the study will provide recommendations for corrective actions and a prioritized list of projects with concept-level cost estimates for each improvement for capital planning purposes; and

WHEREAS, the stormwater Capital Planning Study Final Report is to be completed by May 2023; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the City of Newton enters into an agreement with Bolton & Menk Engineering for a Stormwater Capital Planning Study for \$30,000, paid from Stormwater Utility Fund.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
430 East Grand Avenue, Suite 101
Des Moines, IA 50309
Ph. (515) 259-9190 Fax (515) 233-4430
(hereinafter referred to as BMI)
and

Date of Agreement: 10/25/2022

Agreement Number:

(BMI Project Number)

Project Location: Newton, IA

Client

Name: City of Newton

Address: 101 West 4th Street S

Address: _____

City: Newton State Iowa Zip 50208

(hereinafter referred to as Client)

Phone No.:

641-792-2787

☐ Agent or Person Ordering Services and/or ☐ Billing Address (if different)

Agent or Person Ordering Services: Jody Rhone, Public Works Director

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

Hourly, Not-to-Exceed

Design: \$30,000

as per the 2022 Bolton & Menk rate schedule

Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the Stormwater Capital Improvement planning study.

Special Conditions

The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Newton dated September 7, 2021, and approved by the Newton City Council on September 7, 2021, unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.



Matthew Ferrier, PE, Principal Engineer

Accepted by: City of Newton, Iowa

Michael Hansen, Mayor

10/25/2022

Date

Date



EXHIBIT 1

CONSULTANT SERVICES

STORM WATER CAPITAL IMPROVEMENT PLANNING STUDY NEWTON, IOWA

SCOPE OF SERVICES

The Consultant agrees to provide professional services required for the preparation of a Storm Water Capital Improvement Planning Study.

The basic services anticipated as part of this Agreement consist of preparing a storm water capital improvement planning study that analyzes the existing storm water system and creates a priority list of recommended improvements that address deficiencies in the existing storm sewer system.

BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1: PROJECT INITIATION

Subtask 1.1 Kickoff Meeting

Description: This task will include facilitating a Kick-Off Meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the plan
- Determine goals of the City
- Review any known problems/issues within the storm sewer system
- Determine if revisions to the scope are necessary to include additional improvements

Items Provided By City: City staff to share field data, as-builts, mapping, GIS data and other project specific items.

Subtask 1.2 Review Existing Conditions

Description: This task includes reviewing existing mapping and GIS data provided by City staff and to make site visits to particular areas as identified in the kickoff meeting.

TASK 2: EXISTING CONDITIONS ANALYSIS

Description: Determine 10-year and 100-year peak flow from the overall watershed within the study area using the Rational Method. Peak flow data will be used to determine preliminary pipe sizes and catch basin needs.

TASK 3: ASSESSMENT OF IMPROVEMENT PROJECTS

Subtask 3.1 Identify Improvement Projects

Description: The evaluation process will identify existing and potential locations of deficient flooding, storage, and pipe sizes. These problem areas will be documented, and corrective actions will be identified. A list of improvement projects along with improvement options will be generated from these problem areas.

Subtask 3.2 Prepare Cost Estimate

Description: A concept-level cost estimate will be prepared for each improvement. This will assist staff in CIP planning.

Subtask 3.3 Improvement Project Prioritization

Description: The project team will gather all the information from the assessment and the prepared cost estimates and prepare a prioritized list of identified projects. The team will meet with City staff to discuss this list and to prioritize the projects. City staff can review the problem areas, augment the areas listed with any additionally known information through field experience, and comment on the acceptability of the identified corrective actions.

Based on City goals, expected improvements and cost, a project prioritization list will be created.

TASK 4: CAPITAL IMPROVEMENT PLANNING REPORT

Description: The Storm Water Capital Improvement Planning Study will identify water resource problem areas, identify, and prioritize solutions to be included in the Capital Improvement Plan.

Information to be included in the report includes the following as a minimum:

- A narrative description of the planning report scope, design considerations, assumptions and recommendations.
- Existing and recommended pipe sizes will be included in a table or map format for all known mainline storm sewer pipes within the study area.
- Design parameters and assumptions (storm type, runoff coefficient, time of concentration, drainage area, etc.) will be tabulated for each reach of storm sewer.
- Priority list of the recommended improvements (to be developed with input from City staff).
- Preliminary cost estimates for up to six (6) prioritized storm sewer related improvements will be prepared and included in the final report.

PROPOSED SCHEDULE

The project team can start immediately after approval with the proposed schedule as follows:

Council Considers Scope & Fee
Storm Water Management Plan
Final SWMP Report
Presentation to Council

November 2022
December – April 2023
May 2023
June 2023

COMPENSATION

Storm Water Capital Improvement Planning Study

\$30,000

City of Newton Council Report



Item: Resolution approving Transparency annual software licensing and maintenance agreement with General Traffic Controls Inc.

Report Number: 22-305

Summary: Annual software licensing and maintenance agreement for the Downtown traffic signal cameras.

Date: November 7, 2022

Lead Department: Public Works

Financial Impact: \$6,900.00 from Road Use Tax (RUT).

Recommendation: Approve

Background:

The current licensing and maintenance agreement for the downtown traffic signals cameras with General Traffic Controls expired on 10-31-2022. General Traffic Control (GTC) is proposing a one (1) year supplemental agreement November 1, 2022 – October 31, 2023 for software licensing and maintenance renewal for seven (7) intersections on 1st Avenue through the Downtown Business District.

This investment in our current network and allows for software upgrades automatically to support the system and maintains the ability to utilize the remote camera system. With the upgrades, it keeps the system working properly and reduces the need for service calls. This service is vital to our camera system where by the police department are now also now utilizing for investigations in the downtown business district.

The one (1) year agreement of support and maintenance: telephone, email or remote support and Two (2) remote maintenance sessions.

Recommendation:

Approving Transparency annual software licensing and maintenance agreement with General Traffic Controls Inc. of Spencer, Iowa in the amount of \$6,900. Paid from Road Use Tax Funds.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING TRANSPARITY ANNUAL SOFTWARE LICENSING
AND MAINTENANCE AGREEMENT WITH GENERAL TRAFFIC CONTROLS INC.**

WHEREAS, the current licensing and maintenance agreement for the downtown traffic signals cameras with General Traffic Controls expired on 10-31-2022; and

WHEREAS, General Traffic Control (GTC) is proposing a one (1) year supplemental agreement November 1, 2022 – October 31, 2023; and

WHEREAS, this software licensing and maintenance renewal is for seven (7) intersections on 1st Avenue through the Downtown Business District; and

WHEREAS, this investment in our camera network allows for software upgrades automatically to support the system and maintains the ability to utilize the remote camera system; and

WHEREAS, with the upgrades, it keeps the system working properly and reduces the need for service calls; and

WHEREAS, the camera system is also being utilized by the police department for investigations in the downtown business district; and

WHEREAS, The one (1) year agreement of support and maintenance: telephone, email or remote support and Two (2) remote maintenance sessions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Public Works Director is authorized to enter into an agreement with General Traffic Controls Inc. of Spencer, Iowa in the amount of \$6,900.00 for a one year supplemental agreement for Transparity software licensing and maintenance agreement, paid from Road Use Tax Funds.

PASSED this _____ day of November 2022.

APPROVED this _____ day of November 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

TRANSPARITY SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("**Agreement**") is entered into and effective as of the date set forth below ("**Effective Date**") by and between SWARCO McCain, Inc., a California corporation ("**Licensor**") and the customer identified below ("**Customer**").

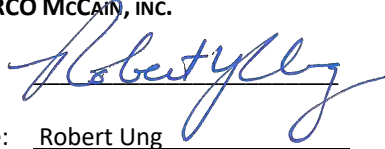
This Agreement consists of this Signature page and the Software Maintenance Agreement.

Each party has read, understands, and agrees to the terms and conditions of this Agreement.

Effective Dates: 11/01/22 – 10/31/23

Accepted by:

SWARCO McCain, Inc.

Sign: 

Name: Robert Ung

Title: Director of ITS Solutions

Date: October 31, 2022

Address for Formal Notice:

SWARCO McCain Inc.
2365 Oak Ridge Way
Vista, CA 92081
Attn: Lori Tackett

CUSTOMER: CITY OF NEWTON, IA THROUGH GENERAL TRAFFIC CONTROLS

Sign: _____

Name: _____

Title: _____

Date: _____

Address for Formal Notice:

City of Newton
101 W 4th Street S.
Newton, IA 50208
Attn: _____

PLEASE SIGN AND RETURN THIS AGREEMENT TO SWARCO McCain, Inc. AND RETAIN A COPY FOR YOUR RECORDS.

TRANSPARITY SOFTWARE MAINTENANCE AGREEMENT

1. Definitions

“Software Upgrades” means a major version upgrade of the general software released by Licensor during the term of this Agreement.

“Software Updates” are maintenance software releases, bug fixes, and patches to the Software, including minor version releases of the Software.

“Software Upgrades” and “Software Updates” do not include optional/add-on Software Modules. Additional development work to customize the delivered software is not included in this agreement and will be handled as a change order.

Software Upgrades and Updates released by SWARCO McCain are included in this Software Maintenance Agreement.

2. Technical Support

Maintenance includes a certain number of technical support hours and is restricted to the scope defined by this Agreement. Unless otherwise identified in the Quote, the number of technical support hours included with annual Maintenance fees is **ten (10) hours per calendar year**. Specific technical support items covered by this Agreement include:

- **Software Workstation Installations** – Often existing workstations are replaced and/or repaired in a manner that removes the Software client from the computer. These workstations may be re-installed by a member of Licensor’s ITS Solutions Group under the terms of this Agreement.
- **Communication Error Diagnostics** – There are many factors involved in establishing solid communication with an intersection. When experiencing lag or complete failure when attempting to communicate with a new or existing intersection, Licensor staff can diagnose the communication sent and received by the central system. Communication diagnostics include:
 - Interpretation of Comm Error Logs
 - Analysis of Baud Rate vs. Polling Frequency
 - Verification of Communication Addressing Parameters
 - Identification of troubled intersections/controllers
 - Identification of TCP/IP Network configuration issues

*Evaluation of Interconnect (such as fiber optic cabling) and third-party communication devices is not covered by this Agreement.

**Travel expenses for field diagnostics are not covered by this Agreement.

- **SQL Server Database Maintenance** – SQL Server maintains the system and history database for all devices configured in the Software. The performance of SQL Server can impact the Software central system and

should be reviewed from time to time. The following activities are covered by this Agreement and are performed during scheduled maintenance only:

- o Backups/Archives of System Configuration SQL Server Data (TransparencyConfig)*
- o Purging of SQL Tables
- o Review of SQL Server Performance/Optimization Plans

*Does not relieve Customer of obligation to perform routine backups.

- **Local Controller Software Support** – The ITS Solutions Group will provide an understanding of local controller software and how each feature operates in the field, which may include reviewing an issue with newly produced coordination timing or providing suggestions on logic and special events.
- **Ongoing Training** – New employees, consultants, or existing staff, may require refresher training or brief walkthrough to ensure the Customer's team is sufficiently trained on the operation of the Software. Customer can exchange its remaining support hours for technical training. Additional hours of training can be purchased via a separate contract.

Travel expenses for onsite training are not covered by this Agreement.

- **Software Maintenance** – As a part of Maintenance, the following services will be performed by Licensor up to two (2) times a year using the remote access connection.
 - o Review software versions of all Software used by Customer to determine whether version updates are due, and if so, perform the necessary updates.
 - o Review event logs, etc. and advise management regarding any issues as requiring attention.
 - o Review general system status including communications with field devices, workstations, etc. and provide a report to management, if necessary, regarding any issues.
 - o Review maintenance on SQL database.
 - o PDF report to include work performed, issues found and fixed, and any proposed action for Customer.
 - o Review other issues to ensure compliance with the terms and conditions of this Agreement.

Technical support is offered through Licensor's ITS Solutions Group and is available during normal business hours of 7:00 AM PDT to 4:00 PM PDT, Monday through Friday. Technical support is provided to Customer on a "best efforts" basis with a response time of 48 hours.

Additional technical support time in excess of stated amount will be available to Customer under a separate contract.

3. Local Controller Firmware Support

When new Licensor local controller firmware is deployed, the central software may require updates to enable communication to these new programs.

4. Extended Workstation Licensing

During the term of this Agreement and to the extent that any support hours remain under this Agreement, Customer is authorized to expand the number of Software workstations.

5. Software Updates

When Licensor, at its sole discretion, releases Software Updates, Licensor shall supply such Software Updates to Customer with a valid Software Maintenance Agreement free of charge. Such Software Updates will be provided by Licensor when Licensor makes them generally available to the market. It is Licensor's policy to utilize the Internet and remote support technology for software distribution. All Software Updates provided, including documentation and program materials, are subject to this Agreement.

6. Exclusions from Maintenance

Licensor is not obligated to provide Maintenance in the following situations:

- Work involving the user of a sub-contractor or consultant
- SWARCO McCain is not responsible for the agency's communications infrastructure
- Software has been changed, modified, altered repaired, damaged, or deleted (excluding modifications and repairs made by or under the direct supervision of Licensor)
- Issues caused by Customer's negligence, misuses, abuse, hardware malfunction or other causes beyond the reasonable control of Licensor
- Third-party software not supplied or installed by Licensor
- When requested maintenance activities are outside service agreement dates

7. Maintenance renewal and termination

A Maintenance renewal Quote shall be provided to Customer thirty (30) days prior to the expiration of this Agreement. The Maintenance renewal Quote includes the Maintenance renewal dollar amount and billing information. The Maintenance is considered renewed once payment is received. If the Maintenance has not been renewed after expiration date, this Agreement shall automatically be terminated without any action of Licensor. In any event, Licensor shall have no obligation to support or maintain any version of the Software except (a) the then-current version of the Software, and (b) the immediately preceding version of the Software for a period of six (6) months after it is first superseded.

8. Conditions for Providing Maintenance

Licensor's obligation to provide Maintenance is conditioned upon the following:

- Customer immediately notifies Licensor of any errors with reasonable detail of the nature and circumstances surrounding the error
- Customer makes reasonable efforts to solve the reported problem after consulting with Licensor
- Customer provides Licensor with sufficient information and resources to correct the reported problem either at Licensor's customer support center or via remote access** at Customer's site, as well as access to the personnel, hardware and any additional software involved in discovering the problem
- Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software

**On-line / Remote technical support - the following requirements must be met:

- Software server or workstation **must have internet access**
- Allow Licensor's support staff to utilize software called Go-to-Assist by Citrix or similar software on the Software server or workstation

WITH RESPECT TO ANY ERRORS REPORTED BY CUSTOMER TO LICENSOR, LICENSEE AGREES THAT LICENSOR'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO MAINTENANCE IS FOR LICENSOR TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH ERRORS IN ACCORDANCE WITH LICENSOR'S SUPPORT OBLIGATIONS PURSUANT TO THIS SOFTWARE MAINTENANCE AGREEMENT.

City of Newton Council Report

Item: Resolution approving 28-E agreement for the Safety Coalition of Central Iowa Cities shared services agreement.

Summary: Approve 5 year 28E agreement for SCCIC.

Financial Impact: \$500.00 from the Public Works Operations Road Use Tax Fund.



Report Number: 22-306

Date: November 7, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

The Safety Coalition of Central Iowa Cities (SCCIC) was established to share safety services among the members, to improve or enhance existing safety services more efficiently; and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

This agreement is made under the provisions of the Iowa Code Chapter 28E and shall be interpreted consistent with such statute and any later amendments thereof, between the following legal political subdivisions of the State of Iowa:

Altoona	Monroe
Baxter	Newton
Bondurant	Norwalk
Colfax	Pleasant Hill
Mitchellville	Prairie City

The new SCCIC 28-E agreement is for a 5 year period, effective January 1, 2023 – August 31, 2028. Member cost is \$100. Annually.

Recommendations:

Approval of the five (5) year 28-E Agreement for the Safety Coalition of Central Iowa Cities.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING 28-E AGREEMENT FOR THE SAFETY COALITION OF
CENTRAL IOWA CITIES SHARED SERVICES AGREEMENT**

WHEREAS, THE City of Newton is a member of the Safety Coalition of Central Iowa Cities (SCCIC) and;

WHEREAS, the SCCIC is established under provisions of Iowa Code Chapter 28-E between the following cities: Altoona, Baxter, Bondurant, Colfax, Mitchellville, Monroe, Newton, Norwalk, Pleasant Hill and Prairie City and;

WHEREAS, the SCCI was established to share services among the members to improve or enhance existing safety services more efficiently and to share the time, talents and resources of each community for better utilization of taxpayer dollars and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the 28-E Agreement for the Safety Coalition of Central Iowa Cities Shared Services Agreement is hereby approved.

PASSED this ____ day of November 2022.

APPROVED this ____ day of November 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR THE SAFETY COALITION OF CENTRAL IOWA CITIES SHARED SERVICES AGREEMENT

This agreement is made under the provisions of the Iowa Code Chapter 28E and shall be interpreted consistent with such statute and any later amendments thereof, between the following legal political subdivisions of the State of Iowa:

Altoona	Monroe
Baxter	Newton
Bondurant	Norwalk
Colfax	Pleasant Hill
Mitchellville	Prairie City

This agreement shall be subject to amendment by the unanimous approval of all member cities. This agreement may be amended to include new parties by adoption of an appropriate resolution and signatures of the intended new party, subject to unanimous consent of the undersigned parties.

I. PURPOSE

The Safety Coalition of Central Iowa Cities (SCCIC) was established to share services among the members, to improve or enhance existing services more efficiently; and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

II. PROJECT PLANS

This agreement sets out the general policies and organization of the SCCIC. Each new project will be submitted to and approved by the SCCIC board of directors.

IV. CITY CONTRIBUTION

A. Each city will be billed \$100.00 annually for membership dues.

Any city wanting to become a member of SCCIC must receive the unanimous consent of all member cities.

B. Bills for membership dues will be sent each September. In addition to membership dues, Cities with negative account balances will also be billed. Each individual city will be responsible to pay Iowa Association of Municipal Utilities (IAMU) for the annual membership fee as a utility and the fee set forth in the service agreement with IAMU for safety training.

C. Services provided on behalf of SCCIC will be billed as follows:

1. Hourly service charges cost twenty dollars (\$20.00) an hour.
2. Copy service charges cost ten cents (\$0.10) per copy.
3. Postage, office supplies, and long-distance phone calls will be billed for these expenses.

D. Each member city's dues will be accounted for separately and that account will be charged for expenses incurred on their behalf. Any unused monies paid by the member cities will remain with the SCCIC. Each member city will receive credit for

their share of the remaining funds. Any unused grant proceeds will be refunded to the State of Iowa in accordance with the grant agreements. Financial reports will be sent to each city at a minimum of four times a year. Funds remaining in a city's account on each August 31st will be carried forward into the next billing.

- E. Funds will be held in a checking or savings account and will require two signatures for the withdrawal of funds.
- F. Monies held in the Joint Fund are the property of all SCCIC members. These funds will be spent for meeting expenses. Use of these funds for a project or purchase, must be approved by 2/3 of the total membership.
- G. Any property that is purchased using "Joint Funds" will be the joint property of said member cities and upon, but not limited to the termination of this agreement, will be disposed of by vote of the 2/3 of the total city membership.
- H. Any city using or housing joint property will be responsible for maintain and providing insurance on such property at the time it is in their possession. Any city damaging joint property will be responsible for the property's repair or replacement.
- I. An annual internal inspection of the financial records shall be completed on SCCIC funds adhering to agreed upon procedures. A member city, other than cities authorized to deposit or withdraw SCCIC funds, will complete the internal review and report to member cities. The financial statements must internally balance and reconcile. The beginning fund balance amounts reported on financial and bank statements agree to related ending fund balance amounts on prior-year financial statements.
- J. In the event a motion to dissolve SCCIC is approved, monies held in "Joint Funds" will be distributed equally among the member cities after all outstanding bills are paid.

V. ORGANIZATION

Each member city will appoint one individual to serve on the SCCIC board of directors. Each October the board of directors will elect an executive committee consisting of President, Secretary and Treasurer. The board of directors will monitor and evaluate current projects, and plans for future projects. All projects must be within the scope of the shared service agreement and meet the organizational goals of SCCIC.

VI. DUTIES

SCCIC responsibilities shall include:

- A. Setting goals and priorities; and
- B. Coordinating dates for safety meetings, training, inspections; and
- C. Evaluating services; and
- D. Requesting proposed contract for the following year with estimated cost; and,
- E. such duties determined by the Committee to efficiently meet the needs of its participating members.

VII. SERVICE AGREEMENT

The service agreement between SCCIC and a service provider shall clearly identify the following:

- A. the term of the service agreement and the commitment of SCCIC member;
- B. specific services and service priorities to be provided;
- C. the amount of staff and consultant resources, materials, and expenses anticipated under the agreement;
- D. the manner in which costs are to be allocated among participants
- E. the schedule of payments for costs;
- F. services and materials that are not included in the agreement, such as the responsibility of participants regarding the purchase of compliance models and payment of fees for workshops and meetings offered to the service provider's general membership;
- G. type of report to be presented by the service provider to the committee;
- H. type of committee evaluation of the service provider services under the agreement;
- I. a process by which terms of the agreement may be modified by mutual agreement of the Committee and the service provider to meet changing needs and conditions;
- J. limitations as to the liability of the service provider to SCCIC or its individual members for actions related to performance of services under the agreement; and,
- K. limitations as to the liability of SCCIC or its individual members to one another or to others for actions related to performance of services under the agreement;
- L. dissolution notification of 120 days is required in writing to the service provider;

VIII. DURATION

This agreement will last five years from the signing of the agreement. However, agreements to extend this agreement for additional five-year periods may be enacted. Extensions require a unanimous vote of all member cities. This agreement will begin January 1, 2023 and continue through until August 31, 2028.

IX. TERMINATION

In the event any participating City chooses to terminate its participation in the Agreement, the remaining Cities may choose to terminate the Agreement in its entirety, or may choose on the following alternatives regarding the personal property interest of the terminating party:

- 1. Return to the terminating City property provided by that City or other personal property under the control of the SCCIC Board of similar, depreciated value; or
- 2. Purchase the interest of the terminating City based upon a depreciated value of the property prorated between the participating Cities, considering the source of the property or the funds expended for their purpose; or
- 3. Accept the property after the terminating city relinquishes any claim or interest in the property.

Upon complete termination of this Agreement, the SCCIC Board shall distribute the personal property under its control by returning that property supplied, given or purchased by a participating City to the City. Other property may be sold, disposed of, or donated in the discretion of the board. Any funds under the control of the SCCIC board at termination shall first be used to settle any debts or claims related to the organization, and then distributed among the participating Cities at the discretion of the SCCIC board.

X. LIABILITY

All wages, disability payments, pensions, worker's compensation claims and benefits, damage to equipment, damage to clothing, and all other claims arising from activities or duties required pursuant to this agreement shall be the sole responsibility of the individual member city which owns said equipment or employs the individual who asserts said claim. Each member city shall, in addition, be responsible for all claims or causes of action brought by their own citizens. With regard to said claims or causes of action, each member city shall indemnify and hold harmless the other parties to this agreement and other parties' officers and employees from an and all claims, demands, actions, or causes of action of whatever the nature or character, including costs of litigation and attorney fees which the latter party may incur, which may be imposed for injury to or death to persons or property described above. Under no circumstances will any member city share responsibility or liability with another member City. Also, SCCIC assumes no liability on the behalf of any of the member cities.

XI. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

CITY OF ALTOONA

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF BAXTER

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF BONDURANT

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF COLFAX

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF MITCHELLVILLE

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF MONROE

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF NEWTON

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF NORWALK

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF PLEASANT HILL

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF PRAIRIE CITY

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

City of Newton Council Report



Item:

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-11).

Report Number: 22-307

Date:

November 7, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$2,410.27

Background:

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

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

Recommendation:

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

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 22-11)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 22-11: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 22-11: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 22-11: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 22-11: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-11: 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
Edward & Vicki Moore	833284035	431 S 4th Ave W	Newton	\$60,470	\$977.41	\$75.00	\$1,052.41	W. NEWTON LOT O & E 38' LOT Q SD LOT 81 & 83	9/7/2022
Michael Plumb	827152008	1409 W 2nd St N	Newton	\$96,120	\$195.00	\$75.00	\$270.00	CONN PLACE LOT 11	9/6/2022
Robert Lincoln	835129003	304 E 17th St N	Newton	\$88,750	\$60.00	\$75.00	\$135.00	DENNISTON & PARTRIDGE SD LOT 26	8/6/2022
Farrell Properties Inc	833228009	529 N 2nd Ave W	Newton	\$82,360	\$90.00	\$100.00	\$190.00	WEST NEWTON W 1/2 LOT 47	9/14/2022
Jo Koon & Rick Norris	834404028	623 E 8th St S	Newton	\$44,190	\$206.66	\$75.00	\$281.66	LINCOLN PLACE ADD LOT 7 BLK 13	9/15/2022
Betty Snodgrass	833104014	1600 1st Ave W	Newton	\$47,410	\$381.20	\$100.00	\$481.20	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	9/20/2022
Total							\$2,410.27		

City of Newton Council Report

**Item:**

Resolution appointing the City Planner and Community Services Director to serve on the Central Iowa Regional Transportation Planning Alliance Committees in 2023.

Report Number: 22-308

Date:

November 7, 2022

Summary:

Member governments are required to annually appointment or renew representatives to CIRTPA, the regional transportation planning organization.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact: none

Background:

The City of Newton is a member of the Central Iowa Regional Transportation Planning Alliance (CIRTPA), which carries out federally required transportation planning for the eight counties in central Iowa (Boone, Dallas, Jasper, Madison, Marion, rural Polk, Story, and Warren) and includes those county governments and designated cities located within those counties. Newton receives an allocation of approximately \$350,000 each year in federal Surface Transportation Program (STP) funds through CIRPTA.

Annually, CIRTPA requests that its member governments appoint representatives to the CIRTPA Technical and Policy Committees. The proposal is to have City Planner Brian Dunkelberger serve as the City's 2023 primary representative to the Technical and Policy Committees, and to have Community Services Director Brian Laube serve as the 2023 alternate representative to both committees.

This resolution would switch roles for the City's primary and secondary 2023 representatives to CIRTPA from that previously approved for 2022.

Recommendation:

Staff recommends approval of the attached resolution.

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPOINTING THE CITY PLANNER AND COMMUNITY SERVICES
DIRECTOR TO SERVE ON THE CENTRAL IOWA REGIONAL TRANSPORTATION
PLANNING ALLIANCE COMMITTEES IN 2023**

WHEREAS, the Central Iowa Regional Transportation Planning Alliance (CIRTPA) was formed in 1994 representing an eight-county area consisting of Boone, Dallas, Jasper, Madison, Marion, rural Polk, Story, and Warren Counties; and

WHEREAS, the City of Newton is a member of the CIRTPA, as organized under Iowa Code Chapter 28E; and

WHEREAS, CIRTPA annually requests that its member governments appoint representatives to the CIRTPA Technical and Policy Committees.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that City Planner Brian Dunkelberger is designated as the 2023 representative to the CIRTPA Technical Committee, and that Community Services Director Brian Laube is designated as the 2023 alternate representative to the CIRTPA Technical Committee.

NOW THEREFORE, BE IT FURTHER RESOLVED that City Planner Brian Dunkelberger is designated as the 2023 representative to the CIRTPA Policy Committee, and that Community Services Director Brian Laube is designated as the 2023 alternate representative to the CIRTPA Policy Committee.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution approving an initial Engineering Services Agreement for the Maytag Pool Play Features Improvement Project.

Summary:

Approve agreement with Burbach Aquatics, Inc. for the initial phase of the project's development, design, and construction.

Financial Impact:

\$10,060 to be paid from the bond funds to be secured with the recent passage of the park bond referendum.



Report Number: 22-309

Date:

November 7, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On September 13, 2022 Newton residents approved a park bond referendum, which included pool play feature upgrades to Maytag Pool. Prior to seeking bids and awarding a contract for construction, project development work needs to be completed ahead of the eventual engineering plans. Following the successful referendum in September, staff sought Request For Qualification submittals from four firms in the Midwest that specialize in aquatics engineering.

Only one firm, Burbach Aquatics of Platteville, Wisconsin, responded with a submittal. Staff interviewed this firm and then requested a proposal for services from said firm. Burbach Aquatics has been in business over 40 years designing and engineering aquatic and recreational facilities for municipal governments in Wisconsin, Iowa, Illinois, Minnesota, Nebraska, Missouri, Kansas, Oklahoma, South Dakota, and Wyoming. Some previous Burbach projects in Iowa included work for the cities of Adel, Carlisle, Decorah, New Hampton, Independence, Grundy Center, Grinnell, and Dubuque.

This resolution seeks approval on an Engineering Services Agreement (ESA) from Burbach Aquatics to complete the initial phase of work needed. Tasks included in this initial ESA include:

- Evaluation of existing facility to determine:
 - o compliance with current State of Iowa pool regulations
 - o capability of existing systems (needed to size and recommend new upgrades).
- Develop a proposed scope of work in compliance with State regulations.
- Prepare cost estimates on proposed demolition and new play feature improvements.
- Develop a timetable to complete improvements.

- Make final recommendations on proposed improvements (types, sizes, etc. compatible with the existing pool).

Should this resolution be approved, no design work will begin until the proposed scope of work is determined, verification that State of Iowa regulations can be met, and a second ESA is approved by City Council.

Recommendation:

City staff recommends approval of this initial \$10,060 Engineering Services Agreement with Burbach Aquatics, Inc. of Platteville, Wisconsin for the Maytag Pool Play Features Improvement Project.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING AN INITIAL ENGINEERING
SERVICES AGREEMENT FOR THE MAYTAG POOL PLAY
FEATURES IMPROVEMENT PROJECT**

WHEREAS, on September 13, 2022 Newton residents approved a park bond referendum, which included pool play feature upgrades to Maytag Pool; and

WHEREAS, prior to seeking bids and awarding a contract for construction, project development work needs to be completed ahead of the eventual engineering plans; and

WHEREAS, following the successful referendum in September, staff sought Request For Qualification submittals from four firms in the Midwest that specialize in aquatics engineering; and

WHEREAS, only one firm, Burbach Aquatics of Platteville, Wisconsin, responded with a submittal; and

WHEREAS, staff interviewed this firm and then requested a proposal for services from said firm; and

WHEREAS, this resolution seeks approval on an Engineering Services Agreement (ESA) from Burbach Aquatics to complete the initial phase of work needed; and

WHEREAS, tasks included in this initial ESA include:

- Evaluation of existing facility to determine:
 - o compliance with current State of Iowa pool regulations
 - o capability of existing systems (needed to size and recommend new upgrades).
- Develop a proposed scope of work in compliance with State regulations.
- Prepare cost estimates on proposed demolition and new play feature improvements.
- Develop a timetable to complete improvements.
- Make final recommendations on proposed improvements (types, sizes, etc. compatible with the existing pool); and

WHEREAS, should this resolution be approved, no design work will begin until the proposed scope of work is determined, verification that State of Iowa regulations can be met, and a second ESA is approved by City Council; and

WHEREAS, City staff recommends approval of this initial \$10,060 Engineering Services Agreement with Burbach Aquatics, Inc. of Platteville, Wisconsin for the Maytag Pool Play Features Improvement Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Engineering Services Agreement with Burbach Aquatics, Inc. of Platteville, Wisconsin for Phase 1 work on the Maytag Pool Play Features Improvement Project is hereby approved.

BE IT FURTHER RESOLVED, that said Engineering Services Agreement – Phase 1 be signed by the Mayor on behalf of the City.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the Fairmeadows North Plat 7 Storm Sewer Relocation Project.

Report Number: 22-310

Date:

November 7, 2022

Summary:

This resolution awards a contract for work needed to reroute stormwater flows from said plat that run across backyards in Plat 8 to instead discharge on City property.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$42,493.00 to be paid using the stormwater fund.

Background: In late 2017, construction was completed on the Fairmeadows North Plat 8 subdivision in northeast Newton. As part of that plat, an overland stormwater easement was included that allowed stormwater to cross the backyards of a couple lots that back up to Agnes Patterson Park. This stormwater included not only the runoff from the new lots in Plat 8, but also public storm water discharge from the neighboring Plat 7 created in the early 2000's. Following the review of numerous issues raised by the residents in Plat 8, staff prepared plans to reroute the storm water discharge from Plat 7 into Agnes Patterson Park. If constructed, this project would not eliminate the overland drainage easement in Plat 8, instead it would greatly reduce the storm water by taking that discharge from Plat 7 and not allowing it to enter Plat 8.

The Community Services Department sought bids from numerous contractors in central Iowa. The following bids were received on October 27, 2022:

JET Drain Services LLC – Ames, IA	\$42,493.00
Absolute Infrastructure – Granger, IA	\$45,211.00
TK Concrete – Pella, IA	\$47,830.00
J & K Contracting – Urbandale, IA	\$54,953.00

The engineer's estimate was \$39,280.00. The apparent low bidder is JET Drain Services LLC of Ames, Iowa. The project completion date is March 31, 2023. Project costs are to be paid using the stormwater fund.

Matt Muckler
City Administrator

RESOLUTION 2022- _____

RESOLUTION AWARDING CONTRACT FOR THE FAIRMEADOWS NORTH PLAT 7
STORM SEWER RELOCATION PROJECT

WHEREAS, in late 2017, construction was completed on the Fairmeadows North Plat 8 subdivision in northeast Newton; and

WHEREAS, as part of that plat, an overland stormwater easement was included that allowed stormwater to cross the backyards of a couple lots that back up to Agnes Patterson Park; and

WHEREAS, this stormwater included not only the runoff from the new lots in Plat 8, but also public storm water discharge from the neighboring Plat 7 created in the early 2000's; and

WHEREAS, following the review of numerous issues raised by the residents in Plat 8, staff prepared plans to reroute the storm water discharge from Plat 7 into Agnes Patterson Park; and

WHEREAS, Community Services staff prepared a bid package for said work and sought bids from numerous contractors in central Iowa; and

WHEREAS, the following bids were received on October 27, 2022:

JET Drain Services LLC – Ames, IA	\$42,493.00
Absolute Infrastructure – Granger, IA	\$45,211.00
TK Concrete – Pella, IA	\$47,830.00
J & K Contracting – Urbandale, IA	\$54,953.00

; and

WHEREAS, City staff recommends that the City of Newton award a contract to JET Drain Services LLC of Ames, Iowa for the Fairmeadows North Plat 7 Storm Sewer Relocation Project based on the low responsive, responsible bid received in the amount of \$42,493.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from JET Drain Services LLC of Ames, Iowa in the amount of Forty-Two Thousand, Four Hundred Ninety-Three Dollars and Zero Cents (\$42,493.00) for the Fairmeadows North Plat 7 Storm Sewer Relocation Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project; and that the project will be paid for using the stormwater fund.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by JET Drain Services LLC of Ames, Iowa for the Fairmeadows North Plat 7 Storm Sewer Relocation Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Sunset Dog Park Project - Phase 1.

Summary:

Accept plans and order bids for the Sunset Dog Park Project - Phase 1.

Financial Impact:

None with this initial council action.



Report Number: 22-311

Date:

November 7, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On September 13, 2022 Newton residents approved a park bond referendum, which included a dog park in Sunset Park. Using the recommendations of the Newton Park Board, along with the most-recent concept plan for Sunset Park, staff prepared plans for the separate dog park areas so as to avoid all future or proposed upgrades and amenities shown on said concept plan.

With the plans and specifications for the initial phase having been prepared by the Community Services Department, the project is ready to be placed out for bid. This initial project will include the construction of the perimeter fences and gates for both the small and large dog areas.

The proposed bid opening for the project will occur on November 22, 2022; and the public hearing to accept bids and award the work will take place at the regularly scheduled council meeting on December 5, 2022. The specified completion date is May 12, 2023.

The cost estimate for phase 1 construction cost is \$53,300. The project will be paid for using bond funds to be secured following the recent passage of the park bond referendum, along with a \$20,000 grant from Prairie Meadows Racetrack and Casino.

Recommendation:

City staff recommends approval to accept the plans, set dates for the public hearing and bid opening, and obtain bids for the Sunset Dog Park Project - Phase 1.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE SUNSET DOG PARK PROJECT - PHASE 1.

WHEREAS, on September 13, 2022 Newton residents approved a park bond referendum, which included a dog park in Sunset Park; and

WHEREAS, using the recommendations of the Newton Park Board, along with the most-recent concept plan for Sunset Park, staff prepared plans for the separate dog park areas so as to avoid all future or proposed upgrades and amenities shown on said concept plan; and

WHEREAS, with the plans and specifications for the initial phase having been prepared by the Community Services Department, the project is ready to be placed out for bid; and

WHEREAS, this initial project will include the construction of the perimeter fences and gates for both the small and large dog areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Sunset Dog Park Project - Phase 1 in the City of Newton, Iowa is hereby ordered to be advertised for bids. The estimated project cost of \$53,300.00 will be paid by using bond funds to be secured following the recent passage of the park bond referendum, along with a \$20,000 grant from Prairie Meadows Racetrack and Casino.

BE IT FURTHER RESOLVED, that the detailed plans and specifications as prepared by the Community Services Department for the Sunset Dog Park Project - Phase 1 in the City of Newton, Iowa, and the form of contract and Advertisement for Bids and Notice of Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection; and

That the Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Community Services Director at 10:00 am on the 22nd day of November 2022. Thereupon the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 5th day of December 2022, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving video production services and a recruiting campaign with Liebl Marketing Group.

Summary: Partner with Liebl Marketing Group for the production of public safety recruiting videos and marketing via targeted streaming and digital videos on various platforms.

Financial Impact: Estimated \$9700 from FY23 Police Department general fund budget.



Report Number: 22-312

Date: November 7, 2022

Lead Department: Police Department

Recommendation: Approve

Background: Law enforcement recruitment has been challenging over the past few years. The Police Department currently has openings and anticipates hiring 3-4 police officers over the next year. The recruiting market is competitive and additional resources are needed to market the community and the positions to get the best candidates.

Liebl Marketing Group has worked with the Police Department in the past on recruitment with positive results. The promotional campaign will include the production of recruitment videos, targeted digital media ads on various platforms.

Estimated cost for these services is \$9700.

RECOMMENDATION

City Staff recommends approval of this resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING VIDEO PRODUCTION SERVICES AND A RECRUITING
CAMPAIGN WITH LIEBL MARKETING GROUP**

WHEREAS; law enforcement recruiting has been challenging over the past few years; and

WHEREAS, the Police Department will need to fill 3-4 positions within the next year; and

WHEREAS, additional marketing resources are needed to recruit the best possible candidates; and

WHEREAS, Leibl Marketing Group has agreed to produce recruitment videos and marketing via targeted streaming and digital videos on various platforms at an estimated cost of \$9700; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, approves the video production and recruiting campaign with Liebl Marketing Group.

PASSED this _____ day of November, 2022

APPROVED this _____ day of November, 2022

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 1,871.58
Advantage Archives	Library	Subscription	\$ 1,400.00
Aetna Inc	Fire	Reimbursement	\$ 37.76
Airgas USA LLC	Fire	Supplies	\$ 282.77
Alliant Energy/IPL	All	Utilities	\$ 21,398.59
Amazon Capital Service	All	Supplies	\$ 6,594.86
American Legal Publishing Corporation	Administration	Service	\$ 25.35
Amerigroup Iowa Inc	Fire	Reimbursement	\$ 1,054.14
Baker & Taylor	Library	Books	\$ 4,450.11
Baker & Taylor Entertainment	Library	DVDs	\$ 215.48
Baker Group	City Center	Service	\$ 614.50
Black Clover Enterprises LLC	Golf	Merchandise	\$ 112.82
Black Hills Energy	All	Utility	\$ 3,089.52
Blackburn Mfg Co	Traffic Control	Supplies	\$ 859.72
Blackstone Publishing	Library	Books	\$ 399.58
Bob's Septic	Parks	Service	\$ 534.00
Bolton & Menk Inc	All	Service	\$ 33,275.20
Bound Tree Medical LLC	Fire	Supplies	\$ 2,618.37
Brammer, Rick	Library	Supplies	\$ 57.94
Brown Investigations & Engineering Cons	North Central TIF	Service	\$ 590.00
Brownells Inc	Police	Supplies	\$ 230.41
Burdess, Rob	Police	Reimbursement	\$ 48.85
C. H. McGuiness Co Inc	Water Pollution Control	Supplies	\$ 4,500.00
Caldwell Brierly & Chalupa PLLC	D&D Program	Service	\$ 7,038.47
Caliber Concrete LLC	RUT 2021 Revenue Bonds	Service	\$ 256,770.16
Capital One	All	Supplies	\$ 945.16
Cappy's Tire & Auto Service	City Garage	Supplies	\$ 575.50
Car Country	Parks	Service	\$ 48.00
Carl's Window Service	Library	Service	\$ 540.00
Carrot-top Industries	Cemetery	Supplies	\$ 3,555.85
CDW Government Inc	Community Marketing	Supplies	\$ 1,541.91
Center Point Large Print	Library	Books	\$ 109.08
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 80.04
Cintas	All	Supplies	\$ 1,159.47
Classic Car Wash	Police	Service	\$ 363.25
CMI Inc	Police	Supplies	\$ 73.34
Coastal Netting Company	Landfill RESO 2022-174	Supplies	\$ 19,250.00
Computer Resource Specialists	Administration	Service	\$ 1,350.00
Dannen, Shannon	D&D Program	Service	\$ 432.00
Dell Marketing L.P.	Police	Supplies	\$ 1,591.86
Demco Inc	Library	Supplies	\$ 444.81
DePenning & Associates	Library	Service	\$ 150.00
Des Moines Register	Library	Subscription	\$ 243.66
Des Moines Stamp Mfg	Fire/Library	Supplies	\$ 97.70
Digium Cloud Service LLC	All	Utilities	\$ 406.00
DMACC - Ankeny Campus	All	Service	\$ 3,145.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 66,570.60
Dorsey & Whitney LLP	East Mart TIF	Service	\$ 5,000.00
EBSCO Information Service	Library	Fees	\$ 43.85
Electronic Engineering	Police	Service	\$ 560.66
EZ Lease	Fire/WPC	Service	\$ 245.01
Fadness, Arley K	Library	Books	\$ 21.50

Fareway	Water Pollution Control	Supplies	\$ 12.95
Fastenal	Water Pollution Control	Supplies	\$ 50.06
FBG Service Corporation	Library	Service	\$ 1,644.00
Fire Engineering Magazine	Fire	Service	\$ 18.75
Fire Service Training Bureau	Fire	Supplies	\$ 771.86
Forbes Office Solutions	All	Supplies	\$ 541.19
Formed Plastics Inc	N Central TIF/Street Lighting	Supplies	\$ 2,447.98
FOX Strand	WPC RESO 2020-267/268	Service	\$ 15,069.00
Galls LLC	Fire/Police	Supplies	\$ 626.01
General Traffic Controls Inc	Police/Traffic Control	Supplies	\$ 3,146.00
Gregg Young Auto Center	City Garage/Police	Service	\$ 2,357.83
Grimes Asphalt and Paving	Street	Supplies	\$ 947.54
Hansen, Mike	Executive	Reimbursement	\$ 146.25
Harris Golf Cars	Golf	Service	\$ 473.80
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 2,908.31
Hillyard / Des Moines	Fire	Supplies	\$ 554.03
Hornung's	Golf	Merchandise	\$ 248.77
Hy-Vee Inc	All	Supplies	\$ 301.85
Image Trend Inc	Fire	Service	\$ 932.00
IMWCA	All	Service	\$ 2,066.24
Iowa Association of Municipal Utilities	Water Pollution Control	Training	\$ 265.00
Iowa Dept of Agriculture & Land Steward	Landfill	License	\$ 84.00
Iowa Inspections	Fire	Service	\$ 3,150.00
Iowa Law Enforcement Academy	Police	Service	\$ 150.00
Iowa League of Cities	Finance	Training	\$ 100.00
Iowa One Call	Engineering/WPC	Service	\$ 367.60
Iowa Workforce Development	Fire	Service	\$ 2,159.78
Isolved Benefit Service	Finance	Service	\$ 93.07
ISU Extension & Outreach Jasper County	Landfill/Street	Supplies	\$ 70.00
Jasper County Historical Society	Community Marketing	Service	\$ 500.00
Jasper County Homeland Security	Fire	Service	\$ 23,640.00
Jasper County Recorder	Planning & Zoning	Service	\$ 29.00
Jasper County Treasurer	Maytag Plant 2 TIF	Refund	\$ 4,293.97
Johnson Aviation	Airport	Service	\$ 3,348.71
Key Cooperative	Fire	Supplies	\$ 21.99
Klein, Rebecca	Library	Reimbursement	\$ 52.89
Lavelly, Dillon	Police	Reimbursement	\$ 65.21
Lawson Products Inc	City Garage	Supplies	\$ 167.26
Liberty Tire Service LLC	Landfill	Service	\$ 150.00
Logan Contractors Supply	Street	Supplies	\$ 2,371.60
Lovan, Kyle	Police	Reimbursement	\$ 16.00
Lyman, Rick	Police	Service	\$ 1,729.80
Magnum Automotive	All	Service	\$ 2,319.16
Mahaska Bottling Co	Golf	Concessions	\$ 1,014.20
Manatts - D.M.	All	Supplies	\$ 21,463.43
Marlow White	Fire	Supplies	\$ 41.00
Martin Marietta Materials	Water Pollution Control	Supplies	\$ 1,397.14
Maxim Advertising	Administration	Service	\$ 100.00
Menards-Altoona	Parks	Supplies	\$ 354.32
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 686.07
MG Laundry Corporation	City Center/Fire	Service	\$ 206.50
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 3,000.00
Midwest Alarm	Library	Service	\$ 232.74
Municipal Pipe Tool Co	Water Pollution Control	Supplies	\$ 89.18
Municipal Supply Inc	Golf	Supplies	\$ 118.72
Murphy Tractor & Equipment	Landfill	Supplies	\$ 50.31
NAPA Auto Parts	All	Supplies	\$ 4,054.03

National Tactical Offcs	Police	Training	\$ 765.00
NB Golf Cars LLC	Golf	Service	\$ 665.00
News Printing Company	All	Publication	\$ 766.96
Newton Apparel	Fire	Merchandise	\$ 698.00
Newton Community School	Police	Supplies	\$ 33.04
Newton News	Library	Subscription	\$ 132.00
OCLC Inc	Library	Service	\$ 701.91
Performance Sign & Design	Fire	Supplies	\$ 69.70
Pesticide Bureau - IDALS	Parks	License	\$ 30.00
Petty Cash - Public Works	City Garage/Engineering	Supplies	\$ 16.39
Popenhagen, Nathan	Police	Reimbursement	\$ 43.47
Preferred Pest Control Inc	Library	Service	\$ 364.00
Premier Office Equipment	Finance/Police	Service	\$ 454.96
Quill Corporation	All	Supplies	\$ 535.43
Ray, Randy	SSMID District	Service	\$ 2,000.00
Regal Clean LLC	City Center	Service	\$ 3,186.54
Regal Plastic Supply	Police	Supplies	\$ 217.50
Riggs Printing Inc	Building/Economic Dev	Supplies	\$ 113.00
Rivershore Reading Store	Library	Supplies	\$ 127.00
Scholastic Library Publishing	Library	Books	\$ 282.00
SchoolLife	Library	Supplies	\$ 67.25
Sign Pro	Landfill/Police	Supplies	\$ 434.00
Smith Quality Rental	Parks	Service	\$ 21.00
Spahn & Rose Lumber Co	Fire/Street	Supplies	\$ 847.44
Spartan Armor Systems	Police	Supplies	\$ 921.01
Sprayer Specialties Inc	Parks	Supplies	\$ 395.57
Springer Professional Home Service	All	Service	\$ 233.20
Strauss Security Solutions	Police	Equipment	\$ 234.00
Streeter, Candace	Finance	Reimbursement	\$ 53.75
Streichers	Police	Supplies	\$ 52.00
Studio Melee	Library	Consulting	\$ 2,730.00
Subway	Fire	Supplies	\$ 174.57
Taylor Made Golf	Golf	Merchandise	\$ 437.85
Tek To Tek	Fire	Service	\$ 3,153.00
Telrepco	Police	Supplies	\$ 9,920.00
Terry, Nicole	Library	Reimbursement	\$ 317.25
Theisen's	All	Supplies	\$ 751.25
TK Concrete Inc	Cemetery RESO 2022-241	Service	\$ 79,078.00
TK Elevator	City Center	Service	\$ 205.17
Todd Heaberlin Enterprises	Library	Service	\$ 312.65
Town & Country Wholesale Co	Golf	Concessions	\$ 255.58
Traf-O-Teria System	Police	Supplies	\$ 296.18
True Value Hardware	All	Supplies	\$ 3,125.60
Trusted Media Brands Inc	Library	Books	\$ 35.98
Unified Contracting Service Inc	Airport	Service	\$ 1,200.00
United Way of Jasper County	Executive	Service	\$ 500.00
USABlueBook	Water Pollution Control	Supplies	\$ 97.95
Van Wall Equipment	City Garage/Parks	Supplies	\$ 99.57
Waits, Ryan	Cemetery	Refund	\$ 200.00
Warnick & Reeves Mechanical	Airport/City Center	Service	\$ 1,694.64
Water Department	All	Utilities	\$ 993.20
Wilson's Gun Shop Inc	Police	Supplies	\$ 1,076.40
Windstream	Airport/City Center	Utility	\$ 106.89
Witmer Public Safety Group	Fire	Supplies	\$ 181.28
Yankee Hill Machine Co Inc	Police	Supplies	\$ 852.20
Zero Waste USA	Parks	Supplies	\$ 369.94
Grand Totals:			\$ 692,458.55

Pre-Authorized Payments

Black Hills Energy	All	Utilities	\$ 1,087.88
Civic Systems LLC	Administration RESO 2022-281	Service	\$ 4,700.00
Dish Network	Airport	Utilities	\$ 142.07
Mediacom	Golf/Administration	Utilities	\$ 515.03
Newton Development Corp	D&D Program RESO 2022-228	Grant	\$ 22,500.00
Robison Construction Inc	Tort Liability	Retainage	\$ 866.35
Stivers Ford	Police RESO 2022-265	Vehicle	\$ 41,089.00
Van Maanen Electric Inc	East Mart TIF RESO 2022-283	Tax Rebate	\$ 129,878.00
Verizon Wireless	Fire/Police	Utilities	\$ 50.03

Total			\$ 200,828.36
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Newton Waterworks Disbursements 11-8-22

Vendor	Department	Description	Amount
AIR PRODUCTS AND CHEMICALS INC.	Waterworks	SUPPLIES	\$ 2,451.63
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 9,850.90
BLACK HILLS ENERGY	Waterworks	SERVICES	\$ 105.90
BUCKLIN, BART	Waterworks	REFUND	\$ 68.29
CALDWELL, BRIERLY, & CHALUPA, PLLC	Waterworks	SERVICES	\$ 939.00
CAMPBELL, ALEXANDRIA	Waterworks	REFUND	\$ 20.73
CASANOVA, JOSEPH & SADIE	Waterworks	REFUND	\$ 50.98
CITY OF NEWTON	Waterworks	SERVICES	\$ 24,639.69
CORE & MAIN LP	Waterworks	SUPPLIES	\$ 254.82
FAREWAY STORES	Waterworks	SUPPLIES	\$ 35.62
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 159.98
FASTENAL COMPANY	Waterworks	SUPPLIES	\$ 69.82
FRANCIS, ELLIOTT	Waterworks	REFUND	\$ 29.10
GOLINGHORST, MARCUS	Waterworks	REFUND	\$ 76.66
HACH CHEMICAL COMPANY	Waterworks	SUPPLIES	\$ 392.11
HAWKINS INC	Waterworks	SUPPLIES	\$ 9,760.92
HAYWARD, CHRISTOPHER	Waterworks	REFUND	\$ 19.55
HURON CONSULTING SERVICES LLC	Waterworks	SERVICE	\$ 6,000.00
HYVEE	Waterworks	SUPPLIES	\$ 70.14
IOWA FIRE EQUIPMENT COMPANY	Waterworks	SUPPLIES	\$ 464.25
IOWA ONE CALL	Waterworks	SERVICES	\$ 203.80
IOWA PLAINS SIGNING INC	Waterworks	SUPPLIES	\$ 3,036.00
JASPER CONSTRUCTION SERVICES	Waterworks	SUPPLIES	\$ 125.00
MANATTS	Waterworks	SUPPLIES	\$ 1,275.80
MARTIN MARIETTA MATERIALS	Waterworks	SUPPLIES	\$ 1,085.30
MG LAUNDRY CORP	Waterworks	SERVICES	\$ 123.20
MID-AMERICA PUMP & SUPPLY INC.	Waterworks	SUPPLIES	\$ 2,636.05
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 11,060.28
MUNICIPAL SUPPLY INC	Waterworks	SUPPLIES	\$ 5,682.49
O'REILLY AUTO PARTS	Waterworks	SUPPLIES	\$ 28.98
SALYARS, TERESSA	Waterworks	REFUND	\$ 38.37
SEARS, KAITLYNN	Waterworks	REFUND	\$ 28.10
SPAHN & ROSE LUMBER CO	Waterworks	SUPPLIES	\$ 76.17
STORY CONSTRUCTION CO	Waterworks	SERVICE	\$ 30,333.00
SULLIVAN AUTO BODY, INC.	Waterworks	SERVICES	\$ 1,376.97
THEISEN'S	Waterworks	SUPPLIES	\$ 483.23
TRACHEL, COVEY	Waterworks	REFUND	\$ 19.55
TRUGREEN CHEMLAWN	Waterworks	SERVICE	\$ 167.83
US CELLULAR	Waterworks	SERVICE	\$ 124.83
US POSTMASTER	Waterworks	SERVICES	\$ 2,500.00
VAN WERT INC.	Waterworks	SERVICES	\$ 8,582.50
WELLS FARGO	Waterworks	SERVICES	\$ 197.46
WESTRUM LEAK DETECTION	Waterworks	SERVICE	\$ 700.00
WEX BANK	Waterworks	SERVICES	\$ 1,510.40
ZIEGLER INC	Waterworks	SUPPLIES	\$ 10,074.80
TOTAL:			\$ 136,930.20

City of Newton Council Report



Item: Ordinance amending the City Code of Newton, Iowa, by adding Chapter 75: All-Terrain Vehicles, Off-Road Utility Vehicles, Golf Carts, and Snowmobiles

Report Number: 22-274

Summary: Amend City Code to allow limited use of ATVs and UTVs on public roadways.

Date: October 3, 2022

Financial Impact: N/A

Lead Department: Police Department

Recommendation:
N/A

Background:

During the 2022 legislative session HF2130 was passed and signed by Governor Reynolds allowing for expanded operation of all-terrain and utility vehicles on Iowa roadways. The newly adopted law allows a city to regulate the operation of registered all-terrain vehicles and off-road utility vehicles and may designate streets under the jurisdiction of the city within its corporate limits, and two-lane primary and secondary road extensions in the city, which may be used for operation of such vehicles.

During the August 15, 2022 City Council meeting a discussion item relating to all-terrain and utility vehicles was placed on the agenda. During that meeting Chief Burdess spoke on behalf of the Traffic Safety Committee and outlined the current Iowa Code and voiced safety concerns about the operation of all-terrain or utility vehicles on City streets. Manufacturers of these vehicles expressly warn that they are not to be operated on public roadways or concrete/asphalt roadways. The Department of Transportation (DOT) nor the National Highway Traffic Safety Administration (NHTSA) regulates or recognizes all-terrain or utility vehicles as motor vehicles since they are not equipped with the same safety features as motor vehicles operating on public roadways. With the exception of agricultural machinery, all other vehicles operated on public roadways are required to meet the minimum safety standards of the DOT and NHTSA.

At the end of the discussion, City Council directed Chief Burdess to draft an ordinance for review and consideration at a future meeting. Chief Burdess worked with City Attorney Matt Brick in drafting a proposed ordinance based on ordinances adopted by other Iowa cities since July 1, 2022.

The draft ordinance was reviewed and discussed by the Traffic Safety Committee on August 25, 2022. The Traffic Safety Committee has considered requests for use of all-terrain and utility vehicles on City streets on two previous occasions over the past 2-3 years. In both instances, to include the current proposal, the Traffic Safety Committee continues to be opposed to the operation of all-terrain and utility vehicles being operated on public roadways.

The proposed ordinance is in compliance with Iowa Code. Additional provisions have been added that are more restrictive than the state code to allow for operation of all-terrain or utility vehicles within the City. Below is a non-inclusive list of highlights of the proposed ordinance:

- Properly equipped UTVs and ATVs are allowed to be operated on all City streets with the exception of portions of Hwy 14 and limited use on 1st Ave (Hwy 6).
- Golf cart and snowmobile use is prohibited on City streets, except as set forth elsewhere in the ordinance or by authorization of the Chief of Police
- Numerous safety equipment requirements and rules of operation included in the ordinance.
- Sunset clause of 12 months to allow City Council to revisit the use of UTVs at a later date.
- Operational time restriction of 7AM-10PM
- Restrictions on noise.
- Authorization for law enforcement to verify UTVs and ATVs being operated on City streets are properly registered and insured.
- Exceptions to use for the purpose of law enforcement, public safety, construction, maintenance and other City purposes.
- Penalties for violating ordinance are \$150 – 1st offense, \$250 – 2nd offense and \$500 – 3rd and subsequent offense.
- Suspension of privilege to operate UTV on City limits after 2 or more violations in a 12-month period.

Recommendation

Staff does not recommend approval of this ordinance.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CITY CODE OF NEWTON, IOWA, BY ADDING CHAPTER 75:
ALL-TERRAIN VEHICLES, OFF-ROAD UTILITY VEHICLES, GOLF CARTS, AND
SNOWMOBILES

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Newton, Iowa as follows:

SECTION 1. The Code of Ordinances of the City of Newton, Iowa, is hereby by adding or ~~deleting~~ the following:

75.01 Purpose of Chapter.

The purpose of this chapter is to provide reasonable rules and regulations for the maintenance and operation of all-terrain vehicles, off-road utility vehicles, golf carts, and snowmobiles within the City of Newton, Iowa.

75.02 Effective Dates and Termination.

This ordinance shall only remain in effect from the effective date of passage, pursuant to Iowa Code 380.6, for a period of twelve (12) months after said date.

75.03 Definitions.

For use within this Chapter, the following words, terms, and phrases are defined as follows:

All-terrain vehicle (ATV). Means a motorized vehicle with not less than three (3) but not more than six (6) tires or rubberized tracks, that is limited in engine displacement to less than one thousand (1,000) cubic centimeters and in total dry weight to less than one thousand (1,000) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control. Two-wheeled, off-road motorcycles as defined in Section 321.11 of the Code of Iowa, shall also be considered an all-terrain vehicle.

Golf Cart. Means a three (3) or more wheeled recreational vehicle primarily designed for transportation of person(s) and sporting equipment in the sport of golf that is either electric powered or gas powered.

Off-road utility vehicle (UTV). A motorized vehicle with not less than four (4) and not more than eight (8) tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. This definition includes the following vehicles:

- A. Type 1 is defined as an off-road -utility vehicle with a total dry weight of 1,250 pounds or less and a width of 50 inches or less.
- B. Type 2 is defined as an off-road -utility vehicle (other than a Type 1 off-road utility vehicle), with a total dry weight of 2,000 or less and a width of 65 inches or less.
- C. Type 3 is defined as an off-road -utility vehicle with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

Operate. To ride in or on, other than as a passenger, use, or control the operation of an all-terrain vehicle in any manner, whether or not the all-terrain vehicle or off-road -utility vehicle is moving.

Operator. A person who operates or is in actual physical control of an all-terrain vehicle or off-road -utility vehicle.

Street or Highway. The entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular travel.

75.04 General Regulations. In general, golf carts and snowmobiles are not allowed to be operated on City streets unless authorized in writing by the Chief of Police or as otherwise set forth elsewhere in this ordinance. In addition, all persons operating an ATV, UTV, golf cart, or snowmobile shall adhere to all City, county and state regulations relating to the use of such vehicles—including but not limited to the provisions of Chapter 321G of the Code of Iowa, the Newton Code of Ordinances, and/or rules established by the Iowa Department of Natural Resources governing registration, numbering, equipment, and manner of operation. In addition, the following provisions shall apply:

1. Every such vehicle operated upon City streets or highways shall be registered annually and be required to pay all registration fees.
2. The operator shall be required to provide, upon request by any law enforcement official, proof of ownership including but not limited to bill of sale or registration. This requirement shall be satisfied if said vehicle is in compliance with the registration requirements of any state within the United States of America.
3. A person shall not drive or operate an off-road -utility vehicle at a rate of speed greater than the posted speed limit or 35 mph, whichever is less.

75.05 Minimum Equipment Standards for UTV and ATV Operation.

Operators of UTVs and ATVs must adhere to the following equipment requirements and restrictions while operating UTVs and ATVs within the City limits.

- A. Operators of UTVs and ATVs must be 18 years of age or older and possess a valid driver's license.
- B. A person shall not operate a UTV or ATV unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, including but not limited to Sections 321.20B and 321A.21.
- C. Owners of UTVs and ATVs shall register their vehicle(s) with the Iowa Department of Natural Resources and proof of such registration shall be provided upon request to any City official. Out-of-state UTV and ATV owners or operators must provide appropriate proof of registration from their home state upon request by a City official.
- D. Operators of UTVs and ATVs must adhere to all noise restrictions set forth under the City Code of Ordinances and/or any temporary restrictions established by the City Council.
- E. UTVs and ATVs must display lighted headlamps, tail lamps, and a stop lamp, at all times, while the vehicle is operated on City streets or highways.
- F. Operators of UTVs and ATVs must signal their intention to turn by means of the hand and arm as provided in section 321.318, or by a mechanical or electrical directional signal lamp or device with a manually operated switch controlled by the driver.
- G. Operators of UTVs and ATVs must adhere to all traffic and parking laws, codes, rules, and regulations, applicable to other motor vehicles, unless directed otherwise by this ordinance.
- H. UTVs and ATVs must adhere to the following equipment requirements:
 1. UTVs must be equipped with operational safety belt or harness.
 2. UTVs and ATVs must be equipped with an operational horn with a switch controlled by the driver, and emit a sound clearly audible from at least a distance of 200 feet. The horn shall be actuated with a switch easily accessible to the driver when operating the vehicle.
 3. UTVs and ATVs must be equipped with headlamp(s) that shall be in a plane that is perpendicular to a vertical plane through the longitudinal centerline of the vehicle. The headlamps shall be mounted not less than 24 inches, nor more than 54 inches, above the road surface when measured to the headlamp center.
 4. UTVs and ATVs must be equipped with tail lamp(s) mounted on the rear of the vehicle, exhibiting a red light plainly visible from a distance of 500 feet to the rear. The tail lamps shall be mounted not less than 15 inches, nor more than 72 inches, above the roadway.
 5. UTVs and ATVs must be equipped with a stop lamp that is actuated by a brake switch to indicate braking of the vehicle.

6. A rear facing mirror providing the operator with a clear view of the road behind the UTV or ATV.
7. Operational muffler which complies with the standards and procedures required by Iowa Code 321I.12 and the City Code of Ordinances.
- I. All UTV occupants, except as noted below, must wear safety belts or safety harnesses, which meet the definitions set forth by Iowa Code 321.445 and 321.446.
 1. Children under 1 year old and weighing less than 20 pound must be secured in a rear-facing child restraint system while the UTV is motion.
 2. Children, ages 1-6 years, must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.
 3. A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.
 4. No animals will be transported in the cargo portion or bed of a UTV unless they are contained within an enclosure or securely tethered the to the UTV.
- J. The number of passengers in a UTV shall not exceed the number of factory-installed seatbelts.
- K. The number of passengers on an ATV shall not exceed the factory recommendation for passengers based on the specific make/model being operated.
- L. No open containers of alcohol are allowed on the operator or vehicle while the UTV or ATV is being operated.
- M. Drivers may not operate a UTV or ATV under the influence of intoxicating liquor or narcotics as prescribed under Iowa Code 321J
- N. No UTV or ATV may be operated in a careless or reckless manner, including but not limited to, endangering any person, causing injury or damage to person or property, creating unnecessary skidding or sliding, and/or causing a wheel or wheels to lose traction or contact with the ground.

75.06 Places of Operation and Prohibited Streets/Highways.

The operators of ATVs, UTVs, golf carts, and snowmobiles shall comply with the following restrictions as to where they may be operated within the City:

- A. Streets and Highways. Except as set forth elsewhere in this Ordinance, the operation of golf carts and snowmobiles is prohibited on all streets and/or highways within the City. Properly equipped UTVs and ATVs may be operated upon any street/highway within the City with limited or prohibited use on the following roadways:
 1. First Avenue (Highway 6) – UTVs and ATVs may be operated on First Avenue (Highway 6) over the most direct and accessible route between any of the following locations:
 - a. An all-terrain vehicle park or trail outside of the City limits
 - b. A secondary road outside of the City limits on which such vehicles are authorized to operate.
 - c. A City street on which such vehicles are authorized to operate.
 - d. An address on First Avenue not directly accessible by an authorized City street.
 - e. The vehicle operator's residence.
 2. 100 – 2300 block of Highway 14 South
 3. 100 – 300 block of Highway 14 North
- B. Trails. ATVs, UTVs, golf carts, and snowmobiles shall not be operated on City trails.

- C. Parks and other City Land. ATVs, UTVs, golf carts, and snowmobiles shall not be operated on any park trail, on any playground, or upon any other City-owned property, with the exception of designated driveways or parking lots.
- D. Sidewalk or Parking. ATVs, UTVs, golf carts, and snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the “the parking” except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.
- E. Public Ice. ATVs, UTVs, golf carts, and snowmobiles may not be operated upon any frozen creeks, streams, ponds, or lakes within City limits.
- F. Waterways. ATVs, UTVs, golf carts, and snowmobiles may not be operated in any creek, stream, river, or other waterway—nor in any portion of a creek bed, stream bed, or riverbed with City limits.

75.07 Operation Exceptions.

ATVs, UTVs, golf carts, and snowmobiles may be operated on City streets under the following circumstances:

- A. Emergencies. ATVs, UTVs, golf carts, and snowmobiles may be operated on a City street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.
- B. Direct Crossing. UTVs may make a direct crossing of a prohibited City street provided:
 - 1. The crossing is made at an angle of approximately ninety degrees to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - 2. The UTV is brought to a complete stop before crossing the street;
 - 3. The driver yields the right-of-way to all on-coming traffic which constitutes and immediate hazard; and
 - 4. In crossing a divided road, the crossing is made only at an intersection of such road with another road.
- A. Railroad Right-of-way. ATVs, UTVs, golf carts, and snowmobiles shall not be operated on an operational railroad right-of-way. An UTVs may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding the any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.
- B. Special or Limited Purposes: ATVs, UTVs, golf carts, and snowmobiles may be operated on City streets or other areas of the City for limited or special purposes upon application and authorization from to the Chief of Police.

75.08 Exempt Vehicles.

The following all-terrain vehicles or off-road utility vehicles shall be exempt from registration pursuant to Iowa Code, Section 321I.9 and the requirements of this Ordinance if:

- A. The all-terrain or off-road -utility vehicle is owned by the United States, this state, or another state, or by a governmental subdivision thereof, and used for law enforcement, public safety, search and rescue, construction and maintenance activities, or official research studies, but not for recreational or commercial purposes.
- B. The all-terrain or off-road -utility vehicle is used exclusively to conduct agricultural purposes and in accordance with Iowa Code Section 321.234A(1)(a).

75.09 Leaving Motor Running or Keys in the Ignition.

It is unlawful for the owner or operator of an ATV, UTV, golf cart, or snowmobile to leave or allow such vehicles to remain unattended on public property while the motor is running or while the keys for starting the vehicle are left in the ignition.

75.10 Violation of a Stop Signal.

An owner or operator, after having received a visual or audible signal from a peace officer to come to a stop, shall not operate an ATV, UTV, golf cart, or snowmobile in willful or wanton

disregard of the signal or interfere with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee or elude the officer.

75.11 Negligence.

The owner and operator of an ATV, UTV, golf cart, or snowmobile shall be liable for any injury or damage occasioned by the negligent operation of said vehicle.

75.12 Accident Reports.

Whenever an ATV, UTV, golf cart, or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to two hundred (\$200.00) or more, either the owner, operator or someone acting on their behalf shall immediately notify a law enforcement officer and shall file an accident report within forty-eight (48) hours in accordance with State Law.

75.13 Penalties for Violations.

- A. Unless another penalty is expressly provided for a violation of any particular provision, section or Chapter of the City Code of Ordinances, any person failing to perform a duty or obtain a license required by this Code of Ordinances or violating any provision of this Code of Ordinances, or any rule or regulation adopted herein, shall be subject to fines of one-hundred fifty dollars (\$150) for a first offence, two hundred-fifty dollars (\$250) for a second offence within a twelve (12) month period, and five-hundred dollars (\$500) for any subsequent offences occurring in a twelve (12) month period.
- B. If, over the course of a twelve (12) month period, an operator of a permitted vehicle is cited for two or more violations of the provisions of this Chapter, the operator's privilege to operate a permitted vehicle under the terms and provisions of this Chapter may be suspended for a period of twelve (12) months—in addition to a monetary penalty.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed First Reading by the City Council of Newton, Iowa, ____ day of _____, 2022.

Passed Second Reading by the City Council of Newton, Iowa, the ____ day of _____, 2022.

PASSED AND ENACTED by the City Council of Newton, Iowa, the ____ day of _____, 2022.

Michael Hanson, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title III Administration, Chapter 32, Section 32.060 – 32.071, “water board of trustees”, to dissolve the water board of trustees and adding WaterWorks code reference to Title V Public Works, Chapter 54 Waterworks.

Summary: Dissolve Water Board of Trustees, placing governance of Newton Waterworks under City Council.

Financial Impact: None

Report Number: 22-275

Date: October 3, 2022

Lead Department:
Public Works

Recommendation:
Approve

Background:

Newton WaterWorks (“NWW”) is a municipal water utility governed by a Board of Trustees, which is tasked with providing an adequate supply of water to customers in the service area for domestic, commercial, industrial and firefighting purposes in an efficient, cost effective and dependable manner. In January 2022, the NWW Board of Trustees entrusted the City of Newton with the day-to-day management of NWW on an interim basis.

The NWW Board of Trustees determined the City of Newton has been providing excellent service to the NWW customers in a cost-effective manner. At the March 18, 2022 meeting, the NWW Board of Trustees voted that the NWW Board of Trustees be dissolved and that governance of NWW permanently be placed with the Newton City Council.

The NWW Board of Trustees was originally established by election of the voters pursuant to Iowa Code §388.2; and Iowa Code §388.2 requires that a proposal to discontinue a utility board is subject to the approval of the voters of the City. Pursuant to Iowa Code §388.2(1)(b), the City may submit the proposal to discontinue the utility board at the general election, the regular city election, or at a special election called for that purpose. in accordance with Iowa Code§362.3, as part of the City’s action to set a date for an election on such proposition, the City must publish notice of such proposition, which notice must be published, as provided in Section 362.3 of the Code of Iowa;

A special City election on Tuesday, September 13, 2022, at which the registered voters of the City of Newton, Iowa voted “YES” by simple majority to the following question:

PROPOSITION A

“Shall the Newton WaterWorks Board of Trustees be dissolved and the City Council of Newton, Iowa, in the County of Jasper, Iowa, assume the obligations of managing and controlling the Newton WaterWorks.”

The proposed ordinance deletes CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016 TITLE III ADMINISTRATION, CHAPTER 32, SECTION 32.060 – 32.071, “WATER BOARD OF

TRUSTEES" language and add waterworks code references to TITLE V PUBLIC WORKS, CHAPTER 54 WATERWORKS.

Recommendation:

Approval of the proposed ordinance.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is stylized with a large, sweeping initial "M" and a cursive "Muckler".

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE III ADMINISTRATION, CHAPTER 32, SECTION 32.060 – 32.071, “WATER BOARD OF TRUSTEES”, TO DISSOLVE THE WATER BOARD OF TRUSTEES AND ADDING WATERWORKS CODE REFERENCE TO TITLE V PUBLIC WORKS, CHAPTER 54 WATERWORKS.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Section 32.060 – 32.071, “water board of trustees” is hereby amended by adding or ~~deleting~~ the following:

~~WATER BOARD OF TRUSTEES~~

~~§ 32.060 PURPOSE.~~

~~—The purpose of this subchapter is to provide for the operation of the municipally-owned water utility by a Board of Trustees.~~

~~(2011 Code, § 5.0301)~~

~~§ 32.061 BOARD ESTABLISHED.~~

~~—Pursuant to an election, the management and control of the municipally-owned water works was placed in the hands of a Board of Trustees.~~

~~(2011 Code, § 5.0302)~~

~~§ 32.062 APPOINTMENT OF TRUSTEES.~~

~~—The Mayor shall appoint, subject to the approval of the Council, three persons to serve as Trustees for staggered six-year terms. No public officer or salaried employee of the city may serve on a utility board.~~

~~(2011 Code, § 5.0303)~~

~~§ 32.063 COMPENSATION.~~

~~—The Council shall, by resolution, set the compensation of Board members.~~

~~(2011 Code, § 5.0304)~~

~~§ 32.064 VACANCIES.~~

~~—An appointment to fill a vacancy on the Board of Trustees shall be made in the same manner as an original appointment; except that, such appointment shall be for the balance of the unexpired term.~~

~~(2011 Code, § 5.0305)~~

~~§ 32.065 POWERS AND DUTIES.~~

~~—The Board of Trustees may exercise all powers of a city in relation to the city utility, city utilities or combined utility system it administers, with the following exceptions.~~

~~—(A) Taxes, ordinances and bonds. A Board may not certify taxes to be levied, pass ordinances or amendments or issue general obligation or special assessment bonds.~~

~~—(B) Property. Title to all property must be in the name of the city, but the Board has full control of such property subject to limitations imposed by law.~~

~~—(C) Reports to Council. The Board shall make a detailed annual report to the Council including a complete financial statement.~~

~~—(D) Proceedings published. Immediately following a regular or special meeting, the Board Secretary shall prepare and cause to be published in a newspaper of general circulation in the city a condensed statement of proceedings, including a list of all claims.~~

~~(2011 Code, § 5.0306)~~

~~§ 32.066 CONTROL OF FUNDS.~~

~~—The Board shall control tax revenues allocated to it as well as all moneys derived from operations.~~

~~(2011 Code, § 5.0307)~~

~~§ 32.067 ACCOUNTING.~~

~~—Utility moneys must be held in a separate utility fund, with a separate account or accounts for each utility or combined utility system.~~

~~(2011 Code, § 5.0308)~~

~~§ 32.068 DISCRIMINATORY RATES ILLEGAL.~~

~~—A utility may not provide use or service at a discriminatory rate, except to the city or its agencies, as provided in Iowa Code § 384.91.~~

~~(2011 Code, § 5.0309)~~

~~§ 32.069 TREASURER.~~

~~—The City Treasurer shall serve as the Treasurer of the Water Utility as provided by law.~~

~~(2011 Code, § 5.0310)~~

~~§ 32.070 DISCONTINUANCE OF BOARD.~~

~~—A proposal, on motion of the Council or upon receipt of a valid petition, to discontinue a utility board is subject to the approval of the voters of the city; except that, a Board may be discontinued by resolution of the Council when the city utility, city utilities or combined utility system it administers is disposed of or leased for a period of over five years.
(2011 Code, § 5.0311)~~

§ 32.071 CERTIFICATION OF UNPAID WATER RATES, CHARGES TO CREATE LIEN ON REAL PROPERTY.

~~—The provisions of Iowa Code § 384.84 are hereby adopted by reference the same as if fully set out herein, and hereby made applicable to water rates and charges established by the Water Board of Trustees. Water rates and charges which remain unpaid in violation hereof shall be certified by the Water Board of Trustees to the County Treasurer, shall become a lien on the premises, and shall have such priority and be collectable as provided by said Iowa Code § 384.84.
(2011 Code, § 5.0312)~~

WATERWORKS

§ 54.01 PURPOSE.

The purpose of this subchapter is to provide for the operation of the municipally-owned water utility by City Council.

§ 54.02 POWERS AND DUTIES.

Pursuant to an election, September 13, 2022 the City Council of Newton, Iowa, in the County of Jasper, Iowa; shall be the governing body of the Newton WaterWorks Utility.

The administrative Management of the WaterWorks Utility shall be under the direction of the City Administrator.

The Operations Management of the WaterWorks Utility shall be under the direction of the Public Works Director, who shall function as its Director. In that capacity, the Director or the Director's designee shall supervise the day-to-day operation of the WaterWorks Utility, shall enforce this chapter and the provisions of all ordinances and regulations adopted by the City Council and shall carry out the policy directives of the City Council acting in its role as governing body of the WaterWorks Utility.

The WaterWorks Utility shall have the following powers, duties and responsibilities:

- A) Prepare ordinances as needed to implement this chapter and place them for consideration and adoption by the City Council, and adopt such regulations and procedures as are required to implement this chapter and carry out its duties and responsibilities.
- B) Administer the acquisition, design, construction, maintenance and operation of the water utility system, including capital improvements.
- C) Administer and enforce this chapter and all ordinances, regulations and procedures related to design, construction, maintenance, operation and alteration of the water utility system, including, but not limited to the quantity and quality of the water utility.
- D) Inspect private water systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted by this chapter.
- E) Review plans, approve or deny, inspect and accept extensions to the water system.
- F) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines, and other revenues of the water utility, and to make recommendations regarding adjustment to such fees, charges, fines and other revenues.
- G) Prepare and file an annual operating budget for the water utility and make recommendations regarding the financing of the cost of extending and replacing portions of the water system.
- H) Acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, repair, conduct, manage, and finance such facilities, operations, and activities, as are deemed by the City to be proper and reasonably necessary for a water system. These facilities may include, but are not limited to, Wells, pumps, Water Treatment Plant, maintenance buildings, transmission mains, water towers, distribution mains and such other facilities relating to municipal water utility system.

§ 54.03 DEFINITIONS.

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

CITY: Means City of Newton Iowa, Newton WaterWorks.

COMPLAINT: Means a statement or question by anyone, whether a Utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or Utility obligation.

CONTIGUOUS LOCATIONS: Are those where one customer has more than one building on the same property or on adjacent property separated only by a public right-of-way.

CONTRACT: Means any claim, account, demand against, or agreement with, the Utility, express or implied.

CONTRACTOR: Means any person, firm, or corporation performing work for a customer.

CUSTOMER means any person, firm, association, or corporation, any agency of the federal, state, or local government, or legal entity responsible by law for payment for the water from the Utility. In the case of a residence, customer also means other adult persons occupying the residence.

DELINQUENT OR DELINQUENCY: Means an account for which a service bill or service payment agreement has not been paid in full on or before the last date for timely payment.

DISTRIBUTION WATER MAIN: Water pipe owned, operated or maintained by the City and used for the purpose of distribution of potable water.

DUAL PURPOSE WATER METER: A City owned and City furnished device used to measure the volume of water passing through the service line which is discharged into the City wastewater treatment facilities.

GOVERNING BODY: Means the City of Newton Iowa, City Council.

PREMISES Means a tract of land, building, part of a building or facility to which water service is provided.

PRIVATE FIRE PROTECTION SYSTEMS: Connection from the distribution water mains to the building or point of service, including any and all of the following: pipe(s), valve(s), fire hydrant(s) and pump(s).

SERVICE RULES: Means these rules as adopted by the Newton City Council.

SERVICE AREA: The areas served by City water.

SERVICE LINE: The pipe laid from the distribution water main to the point of service or building served. The service line shall include tap, stop boxes, pipes and valves between the distribution water main and the water meter.

SINGLE PURPOSE WATER METER: A City owned and City furnished device used to measure the volume of water passing through the service line which is not discharged into the wastewater treatment facilities.

STOP BOX: A shutoff valve on a service line that can be opened and closed from the surface of the ground.

TIMELY PAYMENT: Is a payment on a customer's account, made on or before the date shown on a current bill for service, or on a form which records an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account.

UTILITY: Means City of Newton WaterWorks

WATER METER: A City owned and City furnished device used to measure the volume of water passing through a service line.

§ 54.04 CONTROL OF FUNDS.

The City Council shall control revenues as all moneys derived from operations.

§ 54.05 ACCOUNTING.

Utility moneys must be held in a separate utility fund, with a separate account or accounts for each utility or combined utility system.

§ 54.05 DISCRIMINATORY RATES ILLEGAL.

A utility may not provide use or service at a discriminatory rate, except to the City or its agencies, as provided in Iowa Code § 384.91.

§ 54.06 TREASURER.

The City Treasurer shall serve as the Treasurer of the Water Utility as provided by law.

§ 54.07 CERTIFICATION OF UNPAID WATER RATES, CHARGES TO CREATE LIEN ON REAL PROPERTY.

The provisions of Iowa Code § 384.84 are hereby adopted by reference the same as if fully set out herein, and hereby made applicable to water rates and charges established by the Newton City Council. Water rates and charges which remain unpaid in violation hereof shall be certified by Newton WaterWorks staff to the Jasper County Treasurer, shall become a lien on the premises, and shall have such priority and be collectable as provided by said Iowa Code § 384.84.

§ 54.08 DENIAL OF APPLICATION FOR SERVICE LINE:

The Director of Public Works may deny an application for a water service line when, in the judgment of the director, the extension of a distribution water main rather than a service line is necessary to provide adequate service or to assure the future development of the City water utility.

§ 54.09 CONNECTION TO DISTRIBUTION WATER MAIN:

Water Main Taps: The Utility or the contractor may make taps to the City mains for water service connections, and install the corporation stop. If the installation requires a tapping valve and sleeve, the customer or contractor shall pay for this as part of service line. The customer is responsible for installation of the water service from the corporation stop or tapping valve and sleeve. Excavation of the water main shall be the responsibility of the plumbing contractor and must conform to the Utilities' safety standards and be in full compliance with OSHA rules. The customer or plumber will be charged for the cost of the water main taps.

A) Application For Service: Application for water service line connections shall be made, in writing, to the Department of Public Works by the owner of the property to be served or by the owner's agent. Such application shall state the official address(es) of the property to be served, the size of the pipe required and the approximate location.

B) Service Lines:

- 1) Cost of Installation: To Property Owner: All service lines, including the connection to the distribution water main, shall be installed at the expense of the owner of the property to be served.
- 2) New Lines: The size of all new service lines shall be as set forth in the standards on file in the Department of Public Works.
- 3) Adjacent Private Property: A water service line shall not be installed on adjacent private property unless the plans have been reviewed and approved by the utility, and the property owner has procured an easement.
- 4) Backflow Prevention: The utility will require backflow prevention to be installed on new or replaced water lines where backflow is likely to result in contamination.
 - a) Backflow devices installed will be required to meet the minimum requirement for containment. This means that the device will protect the potable water source from actual or potential connection, physical or otherwise, between the City potable water supply system and any plumbing fixture or tank, receptacle, equipment, or device, through which it may be possible for non-potable, used unclean, polluted, and contaminated water, or other substance, to enter into any part of the potable water system under any condition.
 - b) The Utility will recommend the appropriate piping arrangement and type of backflow preventer based on the degree of hazard that will be encountered. The unit must be installed as close to the service entrance as possible.
 - c) Backflow prevention is required on all service piping where there is a potential exposure to contamination. A licensed installer and tester shall inspect the device, upon installation.
 - d) The customer shall be responsible for having the backflow device tested annually by a licensed tester, and the result shall be forwarded to the Utility for documentation.
- 5) Separate Connections: There shall be separate service lines from the distribution water main to each building service. Such service lines shall be installed according to the standards adopted by City Council, except as follows here and elsewhere in these rules.
 - a) Multiple Occupancy Buildings Each unit shall be considered a separate customer and shall be metered and billed separately; except service to apartments or offices under one roof in which the owner or landlord assumes responsibility for payment of water consumed by the tenants, and may be billed under one meter.
 - b) Combined Bill Any firm or corporation under one roof or group of buildings at one contiguous location separated only by public property, may be furnished water through one or several meters. At the discretion of the utility, customers served by more than one meter may receive a combination usage bill.
 - c) Mobile Home Parks Each mobile home park shall be considered a single customer, served by one meter, and shall be billed accordingly. Water shall be billed to the owner or designee at the Multi-Family rate using commercial water rate schedule.
 - d) Subdivisions At the Utilities discretion, a master meter may be required to meter a whole subdivision. This is used when the Utility does not maintain the water main system within the subdivision. This meter shall be billed at the Multi-Family rate.
- 6) Extension: After a service line has been laid, no person shall make any attachment or connection to said service line in order to serve any other property or buildings.
- 7) Shutoff Required:

- a) An outside stop box shall be provided for each individual building or property for each service line, shall be located between the curb and property line, shall be visible from the sidewalk or public right of way and be accessible to the City. For a building or dwelling with more than one dual purpose water meter, an individual shutoff valve shall be provided for each such meter. This can either be done by installing a separate outside stop box for each meter or by installing the shutoff valves and meters in a common utility space. If the shutoff valves are located in a utility space, access to this space must be provided to the City, including a key. This requirement shall also pertain to an existing building that is being modified to provide for multiple meters.
- b) For those buildings so modified prior to October 3, 2022; where no common utility space with outside access is available, the account(s) attributable to the stop box shall be placed in the property owner's name, unless otherwise agreed upon in writing by the Public Works Director.

§ 54.10 MAINTENANCE OF SERVICE LINE:

All service lines shall be maintained at the expense of the owner of the property. Any leak or other defect in the service line shall be promptly repaired by the owner. If not repaired promptly, the water may, after written notice to the owner, be turned off by the City, until such repairs have been made.

- A) Vacant Structure Service Lines: All service lines which are not currently active shall continue to pay the fees, as set forth in the schedule of fees, Title 54, Section 54.18 of this code, unless the service line is permanently disconnected from the distribution main.
- B) Demolition of Property: All service lines which are no longer used must be permanently closed off at the distribution water main at the expense of the property owner. This work shall be completed at the time of demolition. If not completed in the required time, the City or its agent, after written notice to the owner, shall complete the work and bill the property owner.

§ 54.11 WATER METERS:

- A) Metered Water Required:
 - 1) Requirements for Installation of Water Meters:
 - a) All water furnished by the City shall be metered unless otherwise provided in this article. The owner shall provide an easily accessible location and plumbing system for the water meter. The owner shall be responsible for contacting the City for the installation of each meter. On new construction, the water meter(s) shall be installed prior to or coincident with installation of plumbing fixtures. The water meter(s) shall be installed in accordance with City standards adopted by City Council.
 - b) Plumbing systems shall be so constructed and the meters so placed that the volume of water passing through the service line shall be measured by the water meter(s).
 - c) A meter charge in the amount set forth in the schedule of fees, Title 54, Section 54.18 of this code, will be required for each meter provided by the City.
 - d) All owners and occupants of property where water meters are located are deemed to have consented to the City's right to enter the owner's and/or occupant's property to test water meters where the City has reasonable grounds to believe the water meter is not operating according to performance standards of appropriately installed and operating water meters. If access to the meter is not permitted, the water service may, after written notice to the property owner, be turned off by the City until access is allowed.
 - 2) Requirements For Single Purpose Water Meters:

A person may apply to the Department of Public Works for a single purpose water meter. If the department determines that such property is eligible for installation of a meter, it shall be inspected and installed by the City, upon payment of a nonrefundable single purpose meter fee, as set forth in the schedule of fees, Title 54, Section 54.18 of this code, and upon payment of the meter deposit.

 - a) A single purpose water meter shall be installed according to City standards.
 - b) For residential, commercial, and industrial customers, a second meter, parallel to the dual purpose meter, may be installed to measure water flow to irrigation systems or other systems in which the water does not flow into the City of Newton's sewer system.
 - c) The single purpose meter setting must be made on the street side of the existing meter. The setting must be separately valved and run directly to outside faucets.

- d) The irrigation meter shall be carried as a separate account. The account shall be billed at the existing water rate.
- e) During the winter months when the single purpose water meter is not being used, the account shall be billed at the minimum monthly water rate.
- f) If the single purpose water line is determined to cause potential backflow or cross connection problems, a suitable backflow prevention device will be required and the account holder shall have such installed and maintained.
- g) Proof Prerequisite To Installation: In a new building or structure, all plumbing involving water meters shall be approved by the City plumbing inspector after installation.
- 3) Protection Of Meters:
 - a) The owner of the property where a water meter is located shall be responsible for the care and protection of the water meter. In case of damage to the water meter or in case of its stoppage or improper operation, the property owner shall give immediate notice to the Newton WaterWorks.
 - b) In all cases where water meters are broken or damaged, except for ordinary wear and tear, the necessary repairs to the water meter shall be made by the City, and the cost of such repairs shall be paid by the property owner. If payment for damages is not received at the time of demand, the City may, after written notice, shut off the water and not restore service until full payment has been made.
 - c) No person shall, in any way, interfere with installed water meters, except an authorized employee of the Newton WaterWorks.
- 4) Meter Tests: Whenever the City has reasonable grounds to believe a water meter is not operating according to performance standards of an appropriately installed and operating meter, the owner of the property may request and the City may perform a test on the water meter.
 - a) Inspections Permitted: All persons occupying and/or owning property where City water meters are located shall permit the City to inspect all water meters on or within the property when the City has reasonable grounds to believe the water meter is not operating according to performance standards of an appropriately installed and operating water meter. If City access is not permitted to the meter, the water may, after written notice to the property owner, be turned off by the City until access is allowed. If City access is not permitted to the meter, the City may estimate water use for purposes of water and wastewater treatment charges.
 - b) Removal Of Meters: Whenever water service is to be discontinued, the owner of the property shall grant the City access to the property for the purpose of removing the water meter.

§ 54.12 EXTENSION OF DISTRIBUTION WATER MAINS:

- A) No distribution water main shall be extended outside the limits of the City except to serve property within the City limits or under contract with the City.
- B) Capital Recovery Distribution water mains necessary to provide a uniform supply of water throughout the service area shall be paid by a water tap fee for properties served as defined by the water service area map on file in the Department of Public Works.

§ 54.13 PRIVATE FIRE PROTECTION:

All private fire hydrants external to a building shall be installed according to standards established by the City and shall be maintained by the owner according to standards established by the City.

§ 54.14 INFORMATION SUPPLIED TO PLUMBERS AND INTERESTED PARTIES:

Information which may be obtained from the records, maps and employees of the Department of Public Works relative to the location of distribution water mains and service lines will be furnished to licensed plumbers and interested parties, but such information shall not be construed as a guarantee of the accuracy of such records.

§ 54.15 CITY NOT LIABLE FOR DAMAGES BY TURNING ON WATER:

In turning on water, the City shall not be responsible for any damage that may occur by reason of improperly installed or improperly functioning plumbing fixtures or connections.

§ 54.16 SHUT OFF OF SERVICE:

The City reserves the right to shut off the water in its distribution water mains at any time for maintenance and installations and as the City deems necessary to protect the City water utility system.

§ 54.17 PRIVATE WELLS RESTRICTED:

No person shall install a private water well within the City limits unless:

- A) A determination has been made by the Public Works Director that:
 - 1) The property line is greater than four hundred feet (400') from an accessible distribution water main owned and controlled by the City;
 - 2) The proposed private well is located outside the influence of an existing or proposed City owned well; and
 - 3) The proposed private well is needed due to extraordinary circumstances of the location of the property within the City which, if private ground water sources were not used, would work an extraordinary hardship on the property; or
- B) The well is being installed by a governmental entity on property owned by that entity; the Public Works Director has determined that the installation of the well will not adversely affect City water; and, the City Administrator has determined that the installation of a well is in the public interest.
 - 1) The City may require owners of existing private wells to connect to a City owned distribution water main in accordance with provisions of this article if the above conditions are not satisfied. Such connection shall be completed within ninety (90) calendar days after official notice to do so, and the existing private wells abandoned as required by State law.
 - 2) A geothermal well is not a private water well for purposes of this section.

§ 54.18 FEE SCHEDULE:

NEWTON WATERWORKS RATE SCHEDULE		
Water Rates - Inside City Limits		
Residential	\$ 11.45	Minimum, 0-200 cubic foot (cf)
	\$ 2.87	Each 100 cf after first 200 cf
Commercial	\$ 11.45	Minimum, 5/8" to 1.5" Meter
	\$ 12.80	Minimum, 2" Meter
	\$ 39.76	Minimum, 3" Meter
	\$ 49.75	Minimum, 4" Meter
	\$ 73.05	Minimum, 6" Meter
	\$ 99.68	Minimum, 8" Meter
	\$ 2.87	Each 100 cf after first 200 cf
Water Rates - Outside City Limits		
Residential	\$ 14.31	Minimum, 0-200 cubic foot (cf)
	\$ 3.59	Each 100 cf after first 200 cf
Commercial	\$ 14.31	Minimum, 5/8" to 1.5" Meter
	\$ 16.00	Minimum, 2" Meter
	\$ 49.70	Minimum, 3" Meter
	\$ 62.19	Minimum, 4" Meter
	\$ 91.30	Minimum, 6" Meter
	\$ 124.59	Minimum, 8" Meter
	\$ 3.59	Each 100 cf after first 200 cf
Iowa Regional Utilities Association (IRUA)		
2019 Contract Rates	\$ 33,982.00	Minimum, 0-31,000,000 gallons
	\$ 1.14	- next 14,000,000 gallons
	\$ 1.17	- next 48,000,000 gallons
	\$ 1.23	- all over 93,000,000 gallons
	\$ 1.51	*per 1,000 gallons, over Peak 3,500,000 gpd
*Two "over peak day" per month allowed at \$1.14/1000 gal. 3rd and all subsequent days in month in excess of peak shall be added to monthly bill at \$1.51/1000. A peak day usage is the 24 hr period to the following 12:00 midnight. Should catastrophic event occur, over peak rate shall be reviewed (includes broken main, etc.)		
Contracted, Lambs Grove Sewer Charge	\$ 24.00	Residential/Commercial Flat Charge
*Residents of City of Lambs Grove Only		
Non- Sufficient Funds	\$ 20.00	Returned NSF, Closed Account, Stop Pay, etc - Checks, ACH, Money Order, etc
Disconnection	\$ 25.00	Water is Shutoff for Non-Payment of utility, & etal
Account Set Up Charge	\$ 10.00	Existing Service
	\$ 25.00	New Service (New Construction)
Past Discount	\$ 1.00	Discount on water if paid by Due Date
Late Charge	\$ 15.00	Late Charge subsequent to Disconnection

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" to make changes to street parking in the downtown.

Report Number: 22-276

Date: October 3, 2022

Summary: change parking and handicap stalls to fit newly constructed streets and parking lot.

Lead Department: Public Works Department

Financial Impact: Less than \$500

Recommendation: Approve

Background:

The Capital Improvement Plan included multiple projects that are affecting street parking throughout the downtown. The 2022 Downtown streetscape projects included reconstruction the south 100 block of E 3rd St S, E 2nd St S, W 2nd St S and W 3rd St S.

The City Hall Parking Lot Project included reconstructing the City Hall Lot and also constructing a new public parking lot to the south of the City Hall Complex. During the design phases of these projects city staff identified a few ordinance amendments that would need to be made to coincide with these construction projects.

The ordinance changes are as follows:

- Changing diagonal parking to parallel parking to accommodate the new street widths
- Identify the number of handicap stalls in the newly constructed public parking lot south of the City Hall Complex.

CODE OF ORDINANCES, CITY OF NEWTON, IOWA 2016, TITLE VII, CHAPTER 70, SECTION 70.15, TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE SEPTEMBER 2016

DIAGONAL PARKING.

Angle or diagonal parking shall be permitted only in the following location: [See Section 72.02]

- East Second Street on the west side from ~~South Second~~ First Avenue to North Fourth Avenue.
- South Second Avenue West on the south side from West Third Street to West ~~Fifth~~ Fourth Street. [Ord. No. 2276 Eff. 11/28/16]

PARKING LOTS

- W 4th St S 400 block (2)

Recommendation:

Amend ordinance as proposed.

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE DOWNTOWN.

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

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

DIAGONAL PARKING Angle or diagonal parking shall be permitted only in the following location: [See Section 72.02]

East Second Street on the west side from ~~South Second~~ First Avenue to North Fourth Avenue.

South Second Avenue West on the south side from West Third Street to West ~~Fifth~~ Fourth Street. [Ord. No. 2276 Eff. 11/28/16]

HANDICAPPED PARKING. PARKING SPACES ARE HEREBY DESIGNATED BY THE CITY AS HANDICAPPED PARKING SPACES. [SECTION 72.06] [ORD. 2276 EFF. 11/28/16]

PARKING LOTS

W 4th St S 400 block (2)

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

City of Newton Council Report

Item: An ordinance vacating and disposing of the full width of the east-to-west South 10th Avenue West right-of-way located in the 1000 block of West 2nd Street South, City of Newton, Jasper County, Iowa.

Summary: The proposal is to vacate the street right-of-way and attach it to the abutting property on the south side.

Financial Impact: No Cost.



Report Number: 22-288

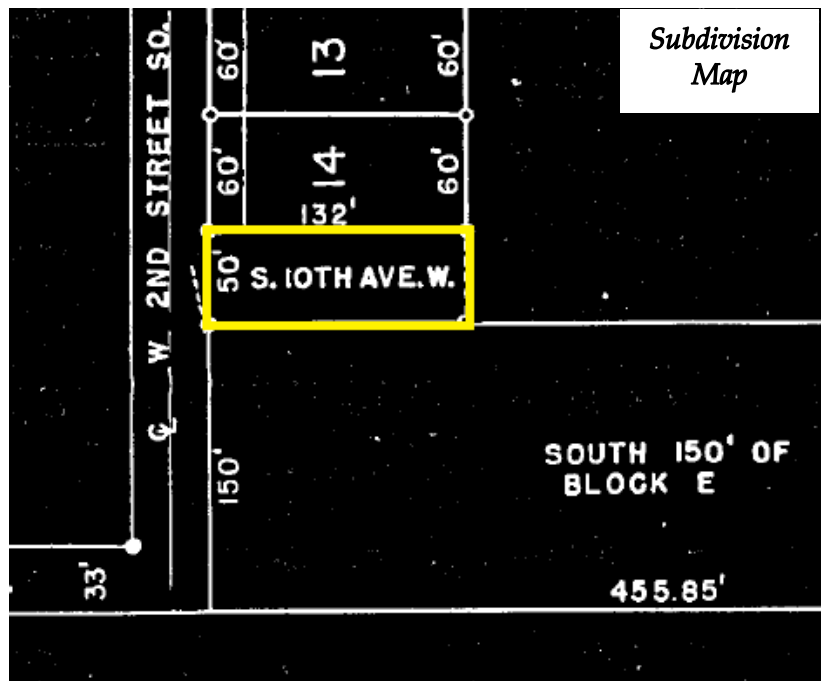
Date: October 24, 2022

Lead Department:
Community Development
Department

Recommendation:
Approve

Summary: The proposal is to vacate the full width of the east-to-west South 10th Avenue West street right-of-way located in the 1000 block of West 2nd Street South. The two abutting properties include a single family residence to the north and the Jasper County Armory/EOC to the south. The subject right-of-way was originally platted (1956) to serve as a future connection of South 10th Avenue West to extend eastward into land that is now wholly owned by Jasper County. The subject right-of-way to be vacated is indicated by a yellow outline on the aerial and subdivision maps below.

Given that the subject right-of-way was originally platted to serve as a future connection to the land to the east which is now wholly owned by Jasper County and has a City sewer line running through it, Staff recommends approval of the requested street right-of-way vacation. Public Works and Community Development staff find that this particular section of right-of-way serves no public purpose. The proposed vacation will not pose a circulation problem for the block or neighborhood and would assign the full width of the roadway to the property to the south.



Planning and Zoning Commission: At their meeting on October 4, 2022, the Planning and Zoning Commission unanimously approved a motion to recommend approval of the proposed South 10th Avenue West street right-of-way vacation and assign the full width of the right-of-way to the property adjacent and to the south.

Notice of Proposal: The abutting property owner received a letter notification via USPS mail in advance of the Planning and Zoning Commission meeting held on October 4, 2022 and the City Council meeting on October 17, 2022. Notice was also published in the Newton Daily News in advance of the October 4th Planning and Zoning Commission meeting on September 27th as well as in advance of the October 17th City Council meeting (published on October 11th).

City Council Review: Street and alley vacations are adopted by ordinance, so this action is subject to 3 readings.

Recommendation: Staff recommends approval.

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

Matt Muckler
City Administrator

Prepared by: City of Newton, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Return to: City Clerk, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Address Tax Statements to:
Jasper County, PO Box 944, Newton, Iowa 50208

ORDINANCE NO. _____

AN ORDINANCE VACATING AND DISPOSING OF THE FULL WIDTH OF THE SOUTH 10TH AVENUE WEST STREET RIGHT-OF-WAY LOCATED IN THE 1000 BLOCK OF WEST 2ND STREET SOUTH, CITY OF NEWTON, JASPER COUNTY, IOWA.

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

Section 1. Disposal of Real Estate. Following public hearing and having given careful study to the proposal, the City Council determines that city-owned right-of-way described as follows:

SOUTH 10th AVE WEST BETWEEN LOT 14 BLOCK 1 MANLEY SUBDIVISION AND THE SOUTH 150' OF BLOCK E IN THE SUBDIVISION OF THE W ½ OF THE SW ¼ OF SECTION 34 TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M. IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK E, AT PAGE 51 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

is of no benefit to the public and should be vacated and conveyed by the City of Newton, Iowa under authority of Iowa Code § 354.23.

Section 2. Real Estate Conveyed. Pursuant to Iowa Code § 354.23, the City Council declares the City right-of-way described in Section 1 above is hereby vacated, conveyed, and quitclaimed as follows:

Jasper County (PO Box 944, Newton, Iowa 50208): The full width of the east-west South 10th Avenue West right-of-way located on the east side of the 1000 block of West 2nd Street South as described above, City of Newton, Jasper County, Iowa;

Section 3. Recording. The City Clerk is directed to deliver this ordinance to the County Recorder according to Iowa Code § 354.23. This writing is exempt from transfer tax fees pursuant to Iowa Code § 428A.2(6).

Section 4. Exemption. This writing is exempt from transfer tax fees pursuant to Iowa Code § 428A.2(6).

Section 5. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 7. Effective. This ordinance shall be effective from and after the final passage, approval and publication as provided by law.

PASSED this _____ day of November 2022.

APPROVED this _____ day of November 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

First Consideration: _____
Public Hearing: _____
Second Consideration: _____
Third Consideration: _____

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the forgoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the _____ day of _____, 2022, and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the _____ day of _____, 2022.

Dated this _____ day of _____, 2022.

Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the County of Jasper, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa; that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of said City of Newton, Iowa, by authority of the City Council; and that said Michael L. Hansen and Katrina Davis, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

City of Newton Council Report



Item: Resolution Consenting to Assignment of Development Agreement (Lion Development – LeavenWealth Capital, LLC).

Summary: Resolution Consenting to Assignment of Development Agreement

Financial Impact:

No Financial Impact, this Action only Changes the Current Development Agreement's Assignment of Rights and Responsibilities

Report Number: 22-313

Date: November 7, 2022

Lead Department:
Administration

Recommendation:
Approval

Background: The Newton City Council approved a development agreement on June 14, 2018 and amended the agreement on January 7, 2020 and April 14, 2021 with Lion Development Group, LLC for the property at 320 West 3rd Street North, located within the North Central Urban Renewal Area.

Since that time, the developer, Lion Development Group, LLC has come to an agreement to sell the property to LeavenWealth Capital, LLC and has requested the rights and responsibilities of the agreement be assigned to the new owner.

The proposed resolution consents to the request by the Assignor (Lion Development, LLC) that all of its rights and responsibilities under the Development Agreement be assigned to the Assignee (LeavenWealth Capital, LLC) and that the terms of the attached Assignment Agreement are approved.

Recommendation:

Staff recommends approval of the attached Resolution.

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

Matt Muckler
City Administrator

CONSENT TO ASSIGNMENT OF
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

504612-9

Newton, Iowa

November 7, 2022

A meeting of the City Council of the City of Newton, Iowa, was held at _____ o'clock p.m., on November 7, 2022, 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 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 22-_____

Resolution Consenting to Assignment of Development Agreement

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

WHEREAS, the City previously authorized and entered into a development agreement (the “Original Agreement”) dated June 14, 2018 with Lion Development Group, LLC (the “Assignor”), pursuant to which the Assignor agreed to undertake the acquisition of certain real property (the “Property”) in the Urban Renewal Area and the redevelopment thereof, including the construction of market-rate apartments thereon (the “Project”), and the City agreed to provide and tax increment payments to the Assignor; and

WHEREAS, the City and the Assignor executed an amendment to that certain Development Agreement, dated January 7, 2020 (the “First Amended Development Agreement”), in which the City agreed to provide one additional (eleventh) year of tax increment payments to the Assignor; and

WHEREAS, the City and the Assignor then executed an amendment to the First Amended Development Agreement, dated April 14, 2021 (the “Second Amended Development Agreement”), in which the City and Assignor recognized a new minimum assessed valuation for the Property of \$3,200,000; and

WHEREAS, under the Second Amended Development Agreement, assignment of rights and responsibilities thereunder was made subject to prior consent of the contracting parties; and

WHEREAS, the Assignor has requested that the City consent to the assignment of all of its rights and responsibilities under the Second Amended Development Agreement to Leavenwealth Capital, LLC (the “Assignee”), all as more described in the Assignment of Development Agreement (the “Assignment Agreement”) to be entered in to between the Assignor, the Assignee and the City; and

WHEREAS, it is now necessary for the City to provide consent to the assignment of the Development Agreement;

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

Section 1. The City hereby consents to the request by the Assignor that all of its rights and responsibilities under the Second Amended Development Agreement be assigned to the Assignee, and such assignment is hereby approved. The terms of the Assignment Agreement are hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Assignment Agreement. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and

to take such actions as may be necessary to carry out the provisions of such Assignment Agreement.

Section 2. Subject to due authorization, execution and delivery of the Assignment Agreement by the Assignor, the Assignee and the City, the Assignor is hereby released from all remaining duties to be performed under the Second Amended Development Agreement, and all remaining communications and payments to be made with respect to the Second Amended Development Agreement shall exclusively be directed to the Assignee. The Assignee shall in all ways be substituted into the Second Amended Development Agreement on the same terms and basis as the Assignor.

Section 3. Nothing contemplated herein shall be interpreted as interfering with the division of incremental property tax revenues and the payments to be funded therefrom as contemplated in the Development Agreement regardless of the future recipient of such payments.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved November 7, 2022.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, Clerk of the City of Newton, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to consenting to the assignment of a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

Prepared by and after recording return to:

Ryan J. Prahm
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd. Suite 201
Coralville, Iowa

(319) 351-2028
facsimile (319) 351-1102

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (referred to herein as this "Assignment") is entered into and made effective as of November 8, 2022 by Lion Development Group, LLC, an Iowa limited liability company ("Assignor"), whose principal business and mailing address is 75 Commercial Drive, Unit 916, North Liberty, IA 52317, Lions Gate Partners, LLC, an Iowa limited liability company, Sid Burkey, and Tim Burkey (collectively, the "Assignee"), whose principal business and mailing address is 117 S. 25th Street, Omaha, NE 68131, and approved by the City of Newton, Iowa, a municipal corporation (the "City").

RECITALS

A. Assignor and Assignee entered into a purchase agreement (the "Purchase Agreement") for the sale and purchase of the real estate described on Exhibit A (the "Property").

B. Assignor, as Developer, and the City have executed a certain Development Agreement, dated June 14, 2018 (the "Original Development Agreement"), in which the City agreed to provide ten years of tax increment financing payments to the Assignor.

C. Assignor, as Developer, and the City have also executed that certain Assessment Agreement, dated June 14, 2018 (the "Original Assessment Agreement"), in which a minimum assessment of \$4,500,000 was agreed to for the Property.

D. The County Assessor for Jasper County, Iowa certified the Original Assessment Agreement on June 27, 2018.

E. Both the Original Development Agreement and the Original Assessment Agreement were recorded by the Jasper County, IA County Recorder on October 5, 2018.

F. Assignor, as Developer, and the City executed an amendment to that certain Development Agreement, dated January 7, 2020 (the "First Amended Development Agreement"), in which the City agreed to provide one additional (eleventh) year of tax increment financing payments to the Assignor.

G. Assignor, as Developer, and the City executed an amendment to that certain Assessment Agreement, dated April 14, 2021 (the "Amended Assessment Agreement"), in which a minimum assessment of \$3,200,000 was agreed to for the Property. The Amended Assessment Agreement expressly supersedes and replaces the Original Assessment Agreement in all respects.

H. Assignor, as Developer, and the City then executed an amendment to the First Amended Development Agreement, dated April 14, 2021 (the "Second Amended Development Agreement"), in which the City and Assignor recognized the new minimum assessment of \$3,200,000. The Second Amended Development Agreement expressly supersedes and replaces the Original Development Agreement and First Amended Development Agreement.

I. The County Assessor for Jasper County certified the Amended Assessment Agreement on April 28, 2021.

J. Both the Second Amended Development Agreement and the Amended Assessment Agreement were recorded by the Jasper County, LA County Recorder on April 29, 2021.

K. The Purchase Agreement calls for Assignor to assign its interest in the Second Amended Development Agreement to Assignee.

L. Assignor desires to hereby assign to Assignee its interest in the Second Amended Development Agreement as provided herein, and Assignee desires to assume Assignors interest in the Second Amended Development Agreement.

M. The City approves of this Assignment as required under the Second Amended Development Agreement.

AGREEMENT

For good and valuable consideration, the parties hereto agree as follows:

1. Assignment. For valuable consideration received, the adequacy and sufficiency of which is duly acknowledged by Assignor, Assignor does hereby, effective as of November 8, 2022, ("Closing Date") assign, transfer, set over, deliver and convey to Assignee all of its right, title and interest in the Second Amended Development Agreement to Assignee. Assignee hereby accepts such assignment. Such assignment is contingent upon Assignee purchasing the Property from Assignor on the Closing Date. Assignor hereby indemnifies and holds Assignee harmless from and against all claims, losses, costs, liabilities, damages and expenses (including court costs and reasonable attorneys' fees relating thereto) arising out of or in connection with the commitments, obligations and liabilities arising under the Second Amended Development Agreement arising on or prior to the Closing Date. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, losses, costs, liabilities, damages and expenses (including court costs and reasonable attorneys' fees relating thereto) arising out of or in connection with the commitments, obligations and liabilities arising under the Second Amended Development Agreement arising after the Closing Date.

2. Payment Mechanics. Assignor shall be entitled to receive the entirety of the Payment (as defined in the Second Amended Development Agreement) relative to the period of time before the Closing Date, including tax year 2021, such Payment being payable by the City by June 1, 2023. Thereafter, the Payment(s) relative to the tax year 2022 shall be prorated between Assignor and Assignee in accordance with their relative property tax burden as of the Closing Date. Accordingly, Assignor shall receive 885.20% of the Payment due June 1, 2024 (the "2024 Payment") and Assignee shall receive 14.80% of the 2024 Payment. In order to carry out this provision, the City shall remit the full 2024 Payment to Assignor, and Assignor shall then immediately pay Assignee an amount equal to 14.80% of the 2024 Payment amount received from the City. Assignee shall be entitled to all other Payments thereafter in their entirety.

3. Covenants of Assignee. Assignee hereby accepts the terms of the Second Amended Development Agreement and covenants with the City that Assignee shall be the successor in interest to the Developer (as defined in the Second Amended Development Agreement) and shall not breach the Second Amended Development Agreement.

5. Assignor's Representations and Warranties. With respect to the Second Amended Development Agreement, Assignor acknowledges, agrees, represents, warrants and promises to Assignee that:

a. The execution and delivery of this Assignment will not violate any law or agreement governing Assignor or to which Assignor is a party, and its certificate of organization and operating agreement, do not prohibit any term or condition of this Assignment; and

b. There are no setoffs or counterclaims against the Second Amended Development Agreement, and no agreement or assignment has been made under which any

deductions or discounts may be claimed concerning the Second Amended Development Agreement; and

c. Assignor has performed all of its obligations capable of being performed and arising under the Second Amended Development Agreement as of the Closing Date.

6. Release. Assignor is released by the City of its obligations under the Second Amended Development Agreement. Such obligations shall hereafter be obligations of the Assignee. Nothing in this release shall be interpreted as interfering with, modifying or in any way nullifying that certain Amended Assessment Agreement, dated April 14, 2021, and referred to in Section A.3 of the Second Amended Development Agreement. In connection with the foregoing, the City acknowledges and agrees that the obligations arising under Section A.1 and Section A.2 of the Second Amended Development Agreement have been completed.

5. Default. In the event Assignor or Assignee receive a portion of the 2022 Payment to which it is not entitled under Section 3 of this Assignment, it shall be a default under this Assignment in the event such party does not deliver such portion of the 2022 Payment to the other party within 30 days thereof.

6. Rights and Remedies on Default. If a Default occurs, Assignor or Assignee shall have all rights and remedies available to them under law or equity.

7. Governing Law. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the state of Iowa. Assignor and Assignee consent to jurisdiction and venue of the appropriate state or Federal Court for Jasper County, Iowa for any matter arising out of this Assignment.

8. Notices. All notices required or permitted hereunder shall be given to the addresses set forth on the first page of this Assignment.

9. No Oral Change. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Assignor, Assignee or City, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Liability. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns forever and shall run with the land as to the Property.

11. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

12. Headings. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13. Attorneys' Fees; Expenses. Assignor and Assignee shall each be responsible for their own costs and expenses, including reasonable attorneys' fees, incurred in connection with this Assignment. Assignor and Assignee shall be responsible for and shall immediately pay to the other upon demand all of the other party's costs and expenses, including reasonable attorneys' fees, incurred in connection with a breach of this Assignment. Assignor and Assignee shall each be responsible for and shall immediately pay upon presentation of a billing statement one-half (1/2) of all legal expenses of the City incurred in connection with the review and consent to this Assignment, such amount not to exceed \$1,000.

14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15. Counterparts. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS ASSIGNMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS ASSIGNMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

(SIGNATURES ON NEXT PAGES)

ASSIGNOR:

Lion Development Group LLC

An Iowa limited liability company

By: Solomon Holdings, LLC, its sole member

By: _____

Name: Brandon Pratt

Title: Manager

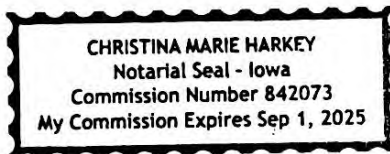
Date: 11-1-22

STATE OF Iowa)

COUNTY OF Johnson)

) SS:
)

This instrument was acknowledged before me on this 1st day of November ~~October~~ 2022, by Brandon Pratt, Manager of Solomon Holdings, LLC, sole member of Lion Development Group, LLC, an Iowa limited liability company.



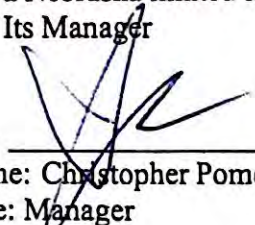
Christina Marie Harkey
Notary Public in and for said State

ASSIGNEE:

Lions Gate Partners, LLC

An Iowa limited liability company

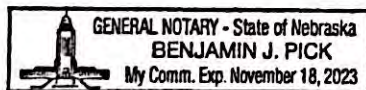
By: LeavenWealth Capital, LLC,
a Nebraska limited liability company,
Its Manager

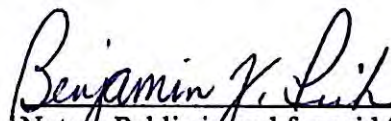
By: 
Name: Christopher Pomerleau
Title: Manager

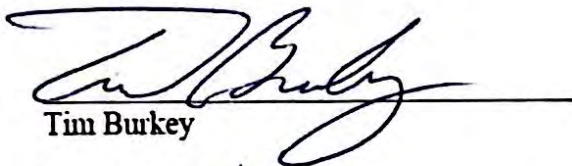
Date: 10/31/22

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 31st day of October 2022 by Christopher Pomerleau, as Manager of Leavenwealth Capital, LLC, a Nebraska limited liability company, in its capacity as Manager of Lions Gate Partners, LLC, an Iowa limited liability company.

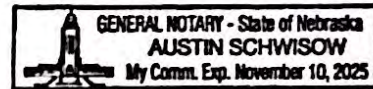



Notary Public in and for said State


Tim Burkey

STATE OF Nebraska)
COUNTY OF Seward) SS:

This instrument was acknowledged before me on this 1 day of ^{November}~~October~~ 2022 by Tim Burkey.

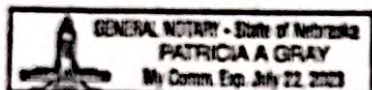


Notary Public in and for said State

Sid Burkey
Sid Burkey

STATE OF Nebraska)
COUNTY OF Seward) SS:
)

This instrument was acknowledged before me on this 31 day of October 2022 by Sid Burkey.



Patricia A Gray
Notary Public in and for said State

CITY:
CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

Attest: _____
Katrina Davis, City Clerk

STATE OF IOWA, COUNTY OF JASPER) ss

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2022; and that Michael L. Hansen and Katrina Davis acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Exhibit A
Legal Description of the Property

The full width of the North-South alley abutting the East line of Lot 3, Lot 10, and Lot 6, Block 5, Original Town Plat, City of Newton, Jasper County, Iowa.

Lots, 3, 4, 5, 6 and 10 in Block 5, in the City of Newton, Jasper County, Iowa.

RESOLUTION 2021- 098

Resolution Approving Amended Development Agreement with Lion Development Group, LLC

WHEREAS, the City of Newton, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 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 (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with Lion Development Group, LLC (the “Developer”) in connection with the acquisition of certain real property in the Urban Renewal Area and the redevelopment thereof, including the construction of market-rate apartments thereon (the “Project”); and

WHEREAS, the City has previously entered into an amended development agreement (the “First Amended Agreement”) to replace the Original Agreement which (1) increased the amount of annual appropriation tax increment payments (the “Payments”) to be provided to the Developer; and (2) made other related changes; and

WHEREAS, the City and the Company now propose to amend the First Amended Agreement in order to (1) decrease the Minimum Assessed Valuation (as defined in the First Amended Agreement) from \$4,500,000 to \$3,200,000; and (2) make other related changes; and

WHEREAS, a second amended agreement (the “Second Amended Agreement”) has been prepared to set forth the new understanding between the City and the Developer, and it is now necessary to make provision for its approval; and

WHEREAS, a certain Amended Assessment Agreement (the “Assessment Agreement”) has been prepared as an accompaniment to the Second Amended Agreement, and it is now necessary to make provision for its approval; and

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

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

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

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

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

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

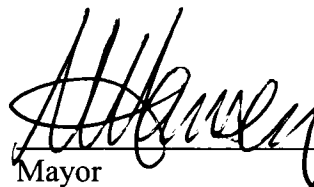
(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed Payments.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Second Amended Agreement and providing incremental property tax payments to the Developer.

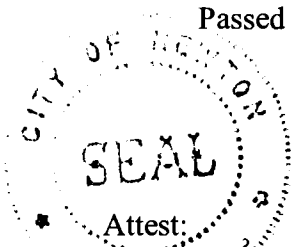
Section 3. The Second Amended Agreement and the Assessment Agreement are hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Second Amended Agreement and the Assessment Agreement on behalf of the City, in substantially the form and content in which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

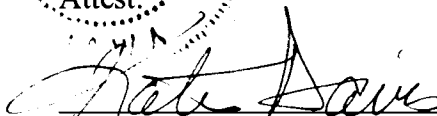
Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on April 5, 2021.



Mayor





City Clerk



Doc ID: 003921600019 Type: GEN
Recorded: 04/29/2021 at 08:48:31 AM
Fee Amt: \$97.00 Page 1 of 19
Jasper County, Iowa
Denise Allan County Recorder

File **2021-00003073**

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

Preparer Information: (name, address and phone number)

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

Return Document To:

Katrina Davis, City Clerk, City of Newton, Iowa, 101 W 4th St S, Newton, IA, 50208; Phone: 641-792-2787 ext. 2002

City: City of Newton, Iowa

Property Owner: Lion Development Group, LLC

Legal Description: *Lots 3, 4, 5, and 6 of Block 5, Newton Original Town Plat; and Lot 10 of the Plat of Lots 9 and 10 of Block 5, Newton Original Town Plat.*

Book & Page Reference if applicable: Plat Book "D", Page 91

AMENDED ASSESSMENT AGREEMENT

THIS AMENDED ASSESSMENT AGREEMENT, dated as of the 14th day of April, 2021, by and among the City of Newton, Iowa (the "City"), Lion Development Group, LLC (the "Property Owner"), and the County Assessor of Jasper County (the "Assessor").

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the "Property"), which is located in the North Central Urban Renewal Area in the City; and

WHEREAS, an amended development agreement (the "Development Agreement"), dated April 14, 2021, has been executed between the City and the Property Owner with respect to the redevelopment of the Property, including the construction of market-rate apartments thereon; and

WHEREAS, the City, the Property Owner and the Assessor entered into an Assessment Agreement (the "Original Assessment Agreement") dated June 14, 2018, pursuant to which it was agreed among the City, the Property Owner and the Assessor that the minimum actual value of the Property effective January 1, 2019 would be \$4,500,000; and

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

WHEREAS, it is intended that this Amended Assessment Agreement (hereinafter referred to as the "Agreement") shall replace the Original Assessment Agreement;

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

1. Effective January 1, 2022, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Three Million Two Hundred Thousand Dollars (\$3,200,000) until termination of this Agreement.

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

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

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

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

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

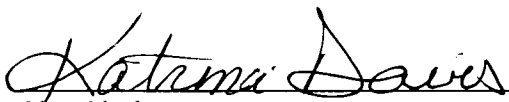
[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By 
Mayor Pro Tem

Attest:


City Clerk

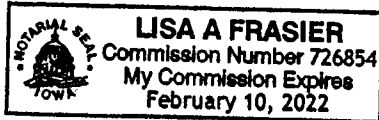
LION DEVELOPMENT GROUP, LLC

By: _____
[Name]

Its: _____
[Title]

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

The foregoing instrument was acknowledged before me this 14th day of April, 2021 by Marv Hansen and Katrina Davis, the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a municipal corporation, on behalf of the City. Pro-Tem



Lisa A. Frasier
Notary Public

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

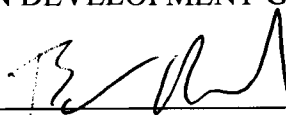
CITY OF NEWTON, IOWA

By _____
Mayor

Attest:

City Clerk

LION DEVELOPMENT GROUP, LLC

By:  _____
[Name]

Its: OWNER _____
[Title]

STATE OF IOWA)
)
COUNTY OF JOHNSON)

SS:

The foregoing instrument was acknowledged before me this 17th day of April, 2021 by Brandon Prott the owner of Lion Development Group, LLC, an Iowa limited liability company.



[Signature] 4-17-21
Notary Public

EXHIBIT A

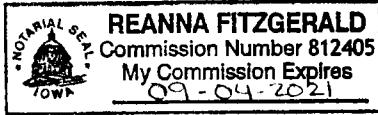
(Legal Description of Property)

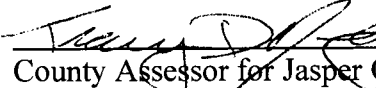
Certain real property situated in the City of Newton, Jasper County, State of Iowa more particularly described as follows:

Lots 3, 4, 5, and 6 of Block 5, Newton Original Town Plat; and Lot 10 of the Plat of Lots 9 and 10 of Block 5, Newton Original Town Plat.

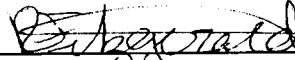
CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Three Million Two Hundred Thousand Dollars (\$3,200,000) until termination of the Agreement.




County Assessor for Jasper County,
State of Iowa

Subscribed and sworn to before me this 28th day of April, 2021.


Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF _____)

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

Notary Public

[Add additional pages for each Lienholder]

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

SECOND AMENDED DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Newton, Iowa (the "City") and Lion Development Group, LLC (the "Developer") as of the 14th day of April, 2021 (the "Commencement Date").

WHEREAS, the City has established the North Central Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Developer has undertaken the acquisition of the Property and the redevelopment thereof, including the construction of market-rate apartments on the Property (the "Project"); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of an economic development grant and incremental property tax payments to be used by the Developer in paying the costs of acquiring the Property and undertaking the Project thereon; and

WHEREAS, the City and the Developer entered into a Development Agreement (the "Original Agreement") dated June 14, 2018, pursuant to which the City agreed to provide tax increment financing assistance to the Developer with respect to the Project; and

WHEREAS, the City and the Developer entered in to an Amended Development Agreement, dated January 7, 2020 (the "First Amended Agreement"), which replaced the Original Agreement and increased the amount of tax increment financing assistance to be provided to the Developer; and

WHEREAS, the City and the Developer have agreed to adopt this Second Amended Development Agreement (the "Agreement") to reduce the required minimum taxable assessed valuation for the Property; and

WHEREAS, this Agreement will replace the First Amended Agreement; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation of the Property is \$121,090; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. **Property Acquisition.** The Developer agrees to acquire the Property from the City at the purchase price of Three Hundred Fifty Thousand Dollars (\$350,000). The real estate transaction (the "Real Estate Transaction") for the conveyance of the Property will be documented and conducted through separate purchase agreements, deeds of sale and related documents to be mutually negotiated and agreed to by the City and the Developer. The Developer agrees to cause the closing of the Real Estate Transaction by no later than July 31, 2018.

2. **Project Construction.** The Developer agrees to undertake the Project on the Property. The Project will minimally include the construction of forty-two (42) market-rate, two (2) bedroom apartments with adequate off-street parking. The Developer has submitted a detailed concept plan (the "Concept Plan") for the development of the Project to the City which is set forth as Exhibit B hereto. The Developer agrees to construct the Project in accordance with such Concept Plan. Further, the Developer will ensure that the Project is constructed and renovated in compliance with local zoning, land use, building and safety codes and regulations. The Developer agrees to invest not less than \$4,900,000 into capital improvements for the Project.

Subject to Unavoidable Delays (as hereinafter defined) the Developer agrees to commence construction of the Project by September 1, 2018, unless the City and the Developer agree in writing to an alternative date. Further, subject to Unavoidable Delays (as hereinafter defined) the Developer agrees to substantially complete construction of the Project by December 31, 2019.

For purposes of this Agreement, Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City- claimed delay).

3. **Minimum Assessment Agreement.** The Developer agrees to enter into an amended minimum assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Three Million Two Hundred Thousand Dollars (\$3,200,000) (the "Minimum Assessed Valuation") as of January 1, 2022 (the "Valuation Date"). It is intended by the Developer that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

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

5. **No Abatement; No Property Tax Exemption.** The Developer agrees that it will not seek any tax exemption deferral or abatement either presently or prospectively authorized

under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

6. Insurance.

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

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

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

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

7. Indemnification. The Developer agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and

expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:

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

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

- a) Failure by the Developer to acquire the Property in accordance with this Agreement.
- b) Failure by the Developer to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement. Failure to complete the Project by the stated completion date due to Unavoidable Delays shall not constitute default of this Agreement.
- c) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- d) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold the Payments provided for under Section B.1 below.

9. **Legal and Administrative Costs.** The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the "Admin Withholding Amount")

equal to the lesser of (1) \$10,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Economic Development Grant. In recognition of the Developer's obligations set out above, the City hereby agrees to fund an economic development grant (the "Grant") to the Developer in an amount equal to \$250,000 within thirty (30) days of the completion of the Real Estate Transaction.

2. Payments. In recognition of the Developer's obligations set out above, the City agrees to make eleven (11) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$900,000 (the "Maximum Payment Total").

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Jasper County Treasurer attributable to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable incremental valuation of the taxable property in the Urban Renewal Area, as shown on the property tax rolls of Jasper County.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

Each Payment shall be in an amount equal to the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date factored by the then-current Annual Percentage. For purposes of this Agreement "Annual Percentage" shall mean the percentage in effect from time to time as set forth in the following table:

Fiscal Year of City	Annual Percentage
First through Sixth Payment Years	100%

Seventh and Eighth Payment Years	70%
Ninth Payment Year	60%
Tenth Payment Year	50%
Eleventh Payment Year	40%

It is assumed that the new valuation from the Project went on the property tax rolls as of January 1, 2019. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2021 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. Certification of Payment Obligation. Pursuant to the requirements of Section 403.19 of the Code of Iowa and in order to make provision for the funding of the Payments, the City Clerk will certify by no later than December 1, 2019 to the Jasper County Auditor an amount of indebtedness payable from Incremental Property Tax Revenues under this Agreement equal to \$900,000 with further instructions that the Incremental Property Tax Revenues be divided and disbursed each year by the County in accordance with the schedule of Annual Percentages set forth above (for example the County will be instructed to divide and disburse forty percent of the Incremental Property Tax Revenues available from the Property in the tenth payment year).

C. Administrative Provisions

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

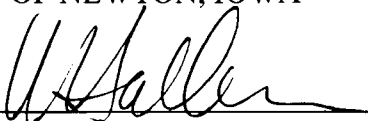
2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

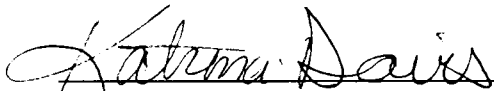
4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

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

CITY OF NEWTON, IOWA

By: 
Mayor Pro Tem

Attest:


City Clerk

LION DEVELOPMENT GROUP, LLC

By: 

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa, as follows:

Lots 3, 4, 5, and 6 of Block 5, Newton Original Town Plat; and Lot 10 of the Plat of Lots 9 and 10 of Block 5, Newton Original Town Plat.

EXHIBIT B
CONCEPT PLAN

APPROVE SECOND AMENDED
DEVELOPMENT AGREEMENT

(Lion Development Group, LLC)

504612-20

Newton, Iowa

April 5, 2021

A meeting of the City Council of the City of Newton, Iowa, was held at 6:00 o'clock p.m., on April 5, 2021, at the City Hall Council Chambers in the City, pursuant to the rules of the Council.

The meeting was also accessible electronically via Zoom at the following:

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

The City Council offered attendance at this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

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

Present: Hallam, Stonner, George, Ervin, Trotter, Mullan

Absent: None.

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

Ayes: Trotter, George, Mullan, Hallam, Stonner, Ervin

Nays: None.

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

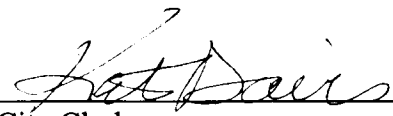
• • • • •

On motion and vote the meeting adjourned.



Mayor

Attest:

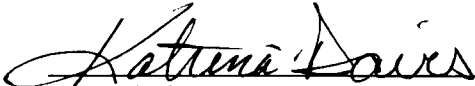


City Clerk

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve the Second Amended Agreement.

WITNESS MY HAND hereto affixed this 5th day of May, 2021.



City Clerk



March 31, 2021

Via Email

Matt Muckler
City Administrator/City Hall
Newton, IA

Re: Lion Development Group, LLC Second Amended Development Agreement
File No. 504612-20

Dear Matt:

Attached please find proceedings covering the adoption of a resolution approving the Second Amended Agreement with Lion Development Group, LLC.

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

Please contact John Danos, Severie Orngard, or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Katrina Davis
Lisa Frasier
Erin Chambers

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Newton, Iowa (the "City") and Lion Development Group, LLC (the "Developer") as of the 14 day of JUNE, 2018 (the "Commencement Date").

WHEREAS, the City has established the North Central Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Developer has proposed to undertake the acquisition of the Property and the redevelopment thereof, including the construction of market-rate apartments on the Property ("the Project"); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of an economic development grant and incremental property tax payments to be used by the Developer in defraying the costs of acquiring the Property and undertaking the Project thereon; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation of the Property is \$121,090; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. **Property Acquisition.** The Developer agrees to acquire the Property from the City at the purchase price of Three Hundred Fifty Thousand Dollars (\$350,000). The real estate transaction (the "Real Estate Transaction") for the conveyance of the Property will be documented and conducted through separate purchase agreements, deeds of sale and related documents to be mutually negotiated and agreed to by the City and the Developer. The Developer agrees to cause the closing of the Real Estate Transaction by no later than July 31, 2018.

2. **Project Construction.** The Developer agrees to undertake the Project on the Property. The Project will minimally include the construction of forty-two (42) market-rate, two (2) bedroom apartments with adequate off-street parking. The Developer has submitted a detailed concept plan (the "Concept Plan") for the development of the Project to the City which

is set forth as Exhibit B hereto. The Developer agrees to construct the Project in accordance with such Concept Plan. Further, the Developer will ensure that the Project is constructed and renovated in compliance with local zoning, land use, building and safety codes and regulations. The Developer agrees to invest not less than \$4,900,000 into capital improvements for the Project.

Subject to Unavoidable Delays (as hereinafter defined) the Developer agrees to commence construction of the Project by September 1, 2018, unless the City and the Developer agree in writing to an alternative date. Further, subject to Unavoidable Delays (as hereinafter defined) the Developer agrees to substantially complete construction of the Project by December 31, 2019.

For purposes of this Agreement, Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

3. **Minimum Assessment Agreement.** The Developer agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Four Million Five Hundred Thousand Dollars (\$4,500,000) (the "Minimum Assessed Valuation") as of January 1, 2019 (the "First Valuation Date"). It is intended by the Developer that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

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

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

6. Insurance.

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

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

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

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

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

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

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

- a) Failure by the Developer to acquire the Property in accordance with this Agreement.
- b) Failure by the Developer to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement. Failure to complete the Project by the stated completion date due to Unavoidable Delays shall not constitute default of this Agreement.
- c) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- d) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold the Payments provided for under Section B.1 below.

9. Legal and Administrative Costs. The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$10,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Economic Development Grant. In recognition of the Developer's obligations set out above, the City hereby agrees to fund an economic development grant (the "Grant") to the Developer in an amount equal to \$250,000 within thirty (30) days of the completion of the Real Estate Transaction.

2. Payments. In recognition of the Developer's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$722,000 (the "Maximum Payment Total").

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Jasper County Treasurer attributable to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable incremental valuation of the taxable property in the Urban Renewal Area, as shown on the property tax rolls of Jasper County.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

Each Payment shall be in an amount equal to the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date factored by the then-current Annual Percentage. For purposes of this Agreement "Annual Percentage" shall mean the percentage in effect from time to time as set forth in the following table:

Fiscal Year of City	Annual Percentage
First through Fifth Payment Years	100%
Sixth and Seventh Payment Years	70%
Eighth Payment Year	60%

Ninth Payment Year	50%
Tenth Payment Year	40%

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2019. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2021 and continuing to, and including, June 1, 2030, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. **Certification of Payment Obligation.** Pursuant to the requirements of Section 403.19 of the Code of Iowa and in order to make provision for the funding of the Payments, the City Clerk will certify by no later than December 1, 2019 to the Jasper County Auditor an amount of indebtedness payable from Incremental Property Tax Revenues under this Agreement equal to \$722,000 with further instructions that the Incremental Property Tax Revenues be divided and disbursed each year by the County in accordance with the schedule of Annual Percentages set forth above (for example the County will be instructed to divide and disburse forty percent of the Incremental Property Tax Revenues available from the Property in the tenth payment year).

C. **Administrative Provisions**

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

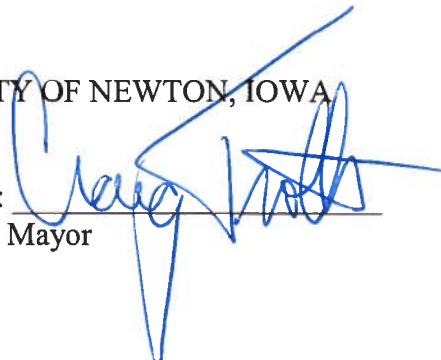
2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2030 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

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

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

CITY OF NEWTON, IOWA

By: 
Mayor

Attest:


City Clerk

LION DEVELOPMENT GROUP, LLC

By: 

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa, as follows:

Lots 3, 4, 5, and 6 of Block 5, Newton Original Town Plat; and Lot 10 of the Plat of Lots 9 and 10 of Block 5, Newton Original Town Plat.

EXHIBIT B
CONCEPT PLAN

City of Newton Council Report

Item: Resolution approving a D&D Demolition Grant to Newton Development Corporation for 1311 1st Avenue East, Newton.

Summary: NDC has purchased, with City assistance, 1311 1st Avenue East. NDC is requesting a D&D Demolition grant to assist with the cost to demolish the structure(s).

Financial Impact: \$13,100.00



Report Number: 22-314

Date: November 7, 2022

Lead Department:
Community Development

Recommendation:
Approval

Earlier this year, with Resolution #2022-228, Newton City Council approved granting an acquisition grant up to \$22,500 to Newton Development Corporation (NDC) for the purchase of 1311 1st Avenue East. The subject property is a vacant, dilapidated home immediately adjacent to prime redevelopment property.

The grant agreement associated with Resolution #2022-228, stipulates the following:

“After acquiring the property, NDC will apply for a Dangerous and Dilapidated grant from the city for the demolition of the structure at 1311 1st Ave. E.”

It further states that any demolition costs above and beyond the maximum allowed by the program of \$20,000, must be covered by NDC.

Through the D&D 2.0 Program, City Council established a private demolition grant program which provides a reimbursement grant for the demolition of a dilapidated structure by a private party. The program does not have a 1:1 match requirement, but rather has a maximum award amount of \$20,000.

Newton Development Corporation has received a demolition quote to demolish the house & shed, remove the foundation and concrete driveway, and disconnect the water service. The cost to complete the listed work is \$13,100.00. The attached resolution authorizes a D&D Demo Grant in the amount of \$13,100.00.

Recommendation: Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022– _____

**RESOLUTION APPROVING A D&D DEMOLITION GRANT TO
NEWTON DEVELOPMENT CORPORATION FOR 1311 1ST AVENUE
EAST, NEWTON**

WHEREAS, *Newton's Future* recognizes the desire to improve curb appeal; and

WHEREAS, Resolution 2022-228 approved a grant agreement with Newton Development Corporation providing funding assistance for the purchase of the dilapidated property at 1311 1st Avenue East, Newton stipulating that Newton Development Corporation may apply for a D&D 2.0 Demolition grant; and

WHEREAS, Newton Development Corporation has applied for a D&D 2.0 Demolition Grant to assist with the clearing of the property at 1311 1st Avenue East; and

WHEREAS, Newton Development Corporation sought and received a demolition quote in the amount of \$13,100.00;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that a D&D 2.0 Demolition Grant be provided to Newton Development Corporation in an amount not to exceed \$13,100.00 as a reimbursement after the completion of the demolition of structures at 1311 1st Avenue East with removal of foundation(s) and concrete driveway and disconnection of the water service at the main.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the D&D 2.0 Demolition Grant shall be paid for using D&D Bond Funds and paid back with future 1st Avenue East Urban Renewal Area funds.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving the Courthouse Lighting Special Events Application.

Summary: Resolution to approve the special events application for Courthouse Lighting event less than 60 days prior to event per approved City policy.

Financial Impact: No financial impact by approving the application.



Report Number: 22-315

Date: November 7, 2022

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The City Council approved the use of a special events application process on June 6, 2022 that requires organizers of special events to provide information to staff for the purposes of planning larger events. The special event included in this application is for the Courthouse Lighting Event sponsored by Newton Chamber of Commerce/Newton Main Street to be held on November 25, 2022. The proposal includes restriction of parking on the Jasper County Courthouse side of the road along N 2nd Avenue from 1st Street to E 2nd St N and on E 2nd St N from 1st Ave to N 2nd Ave. This event is estimated to have 325 attendees from 5:00 PM to 8:00 PM. The event plans to have horse and carriage rides around the downtown district. The vendor providing this service has included Certificates of Insurance for the event. This special event is coming before City Council simply because of time constraints. City staff cannot approve an application that is submitted less than 60 days prior to an event.

RECOMMENDATION

City Staff recommends Council approve the Special Events Application submitted by Newton Chamber of Commerce/Newton Main Street for the Courthouse Lighting event to be held in the downtown area on November 25, 2022 between the hours of 5:00 PM and 8:00 PM.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING THE COURTHOUSE LIGHTING SPECIAL EVENTS
APPLICATION**

WHEREAS, City Council approved the use of a special events policy on June 6, 2022 requiring organizers of special events to provide information to staff for the purposes of planning larger events; and

WHEREAS, this event plans to restrict parking on the Courthouse side of North Second Avenue East from First Street North to the west to West 2nd Street North and on the Courthouse side of West Second Street North from First Ave to North Second Avenue West from 5:00 – 8:00 PM; and

WHEREAS, this special event application is required as the estimated attendance is in excess of 200 attendees; and

WHEREAS, this event meets all application requirements and requires City Council approval as City staff cannot approve an application that is submitted less than 60 days prior to an event; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the application for the Courthouse Lighting event sponsored by Newton Chamber of Commerce/Newton Main Street is approved.

PASSED this _____ day of November 2022.

APPROVED this _____ day of November 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton Special Event Application

Application Date: _____ Fee: **\$25.00** / **\$100.00** / **\$250.00**
(>60 days) (<60 days & >45 days) (<45 days)

Name of Event: _____

Date of Event: _____ ☐ New Event ☐ Returning Event (RE) ☐ RE w/ Changes

Event Website: (if applicable) _____

Beginning date and time of event activities? _____ What is the ending date and time of event activities? _____

Beginning Set-up - Date and Time? _____ Ending of tear down - Date and Time? _____

Location of Event: _____

Description of Event:(list all event activities)

Name of Sponsor/
Hosting Organization: _____

Address: (include city, state, zip) _____

Phone: _____

Name of Contact Person: _____

Address (include city, state, zip): _____

Contact Phone #: _____ Cell Phone: _____ (circle preferred)

Personal Email: _____ Work Email: _____ (circle preferred)

What type of audience
Is the event planned for? _____

How many participants expected? _____ Spectators? _____ Volunteers: _____

Route Description

List the detailed route for parades, runs, walks, etc. Include staging areas:

(Attach a map of the route. i.e. Google map)

Guidelines:

1. Special event applications shall be **SUBMITTED NO LATER THAN THIRTY (30) BUSINESS DAYS** prior to date requested for the special event. Applications submitted less than thirty (30) days prior to the event may not be considered. **It is recommended applicants submit a minimum of ninety (90) days in advance of any requested special event to ensure adequate time for review and to clarify any questions which may result in denial.**
2. This special event policy applies to all events where attendance is expected to be in **excess of two-hundred (200) people** including attendees and staffing. This provision does not apply to events contained completely within a park in the City. Discussion regarding the size of the event in a park should be completed with the Community Services Department of the City of Newton.
3. A detailed map of the event must be provided to accurately depict impacts to city streets and all parking restrictions. All closures and traffic control devices must be shown on the map. A responsible party and an alternate must be identified to provide city staff a contact in case issues arise.
4. Generally, no high priority routes or truck routes will be approved for closure. For closure of a truck route, applicant is responsible to provide adequate detour and for all signage and control of truck traffic. A current map of streets considered to be primary access routes and truck routes are available on the City Website at www.newtongov.org
5. Each street closing shall not result in dead end blocks. Cross intersections that are closed will result in closing of adjacent blocks in both directions.
6. Closing of a street for a special event should be done at times and in such a manner as to minimize any adverse impact upon any of the street's residents.
7. A **minimum of 75%** of businesses in the area affected by the special event street closing and parking restriction must be in agreement with having the street blocked or parking restricted. The applicant(s) for the event shall provide a list of signatures and addresses to accompany the application. Forms available on the City Website at www.newtongov.org
8. If your event includes street closures, you **MUST** have a detailed map including the location of all traffic control devices and barricades. The City of Newton requires that all street closures for special events provide street closing signage through an approved traffic control contractor unless given expressed permission from the City. Any organization not using a traffic control contractor will be the responsible party and liable for any and all action that arises due to errors and omissions for providing traffic control signage. In addition, they agree to sign a hold harmless agreement with the City.

Barricades shall meet the standards of the Manual of Uniform Traffic Control Devices (MUTCD). Vehicles, lawn furniture, saw horses, barbeques, trash cans or similar items cannot be used as barricades.

Barricades must allow access for emergency police, fire and ambulance vehicles and equipment. Fire Department vehicles need an eighteen-foot wide, unobstructed path in the center of the street, the entire length of the event.

Designee names and contact information is required. The first designee listed below should be the traffic control contractor and contact. The second designee listed below will be a member of the applicant organization and contact. They are to be available to answer if the need arises.

9. Keep all fire hydrants clear, undecorated, and unobstructed.
10. Keep large displays, tents, and amusements/rides confined to the parking lanes of the street or place them off the street in driveways. The use of large tents may require a separate permit. Fire Department vehicles need an eighteen-foot wide, unobstructed path in the center of the street, the entire length of the party.
11. Any use of City park pavilions is subject to rules and regulation by the Community Services Department.
12. Limited public utilities such as electrical or water may be available. Check with Community Services Department for availability and cost.
13. Any music or noise shall be kept to an acceptable level in accordance with Chapter 93 "Noise Control" or Code of Ordinances. A noise control permit application must be approved by the Police Chief. Permits granted under this application allow for a provision up to an additional 5 dB(A) & (C) of the ordinance. A violation of any provision of the noise control ordinance, disorderly conduct or disturbing the public quiet may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the special event.
14. The use of fireworks is not allowed on the public right of way per Iowa Code and is only allowed on private property during prescribed times approved by City Council as defined in Chapter 135 "Fireworks" of the Code of Ordinances. A violation of any provision of Chapter 135 "Fireworks" may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the event.

15. Restrooms are required for all events. Restrooms must be accessible to all attendees.
16. Tents and canopies will require approval for placement and support. Under no conditions will stakes be driven into pavement. Approval of staking plan must be attained prior to placement.
17. All beer and liquor shall be consumed on private property and shall not be consumed in the public right of way.
Beer or liquor cannot be sold or dispensed by ticket, by paid admission or by contribution unless a permit has been issued by the Iowa Alcohol Beverage Division and City of Newton.
18. Food and beverage vendors shall be approved by the Iowa Department of Inspections and Appeals. Information regarding a permit for food safety can be obtained at <https://dia.iowa.gov/food-consumer-safety/food-safety-license-applications> Applicants are required to list the types of food and beverages to be served at the event.
19. A severe weather contingency plan must be submitted with designated contacts in case dangerous weather approaches.
20. The applicant, at its own expense, shall procure and maintain insurance to cover all risk which shall arise directly or indirectly from the Special Event for which the City provides a permit. At a minimum, insurance is required and the requirement level will be determined based on the number of participants and attendees, nature of the event's activities, and type of City property or other resources involved: The City of Newton must be named as an additional insured.
21. The applicant shall exclusively assume the risk of all uses authorized by permit including the establishment of barricades, restoration of streets or property used, policing of said property, injuries, medical insurance and all matters that may arise directly or indirectly with reference to the aforesaid uses and shall hold the City harmless from any claims, causes of action commenced or alleged by reason of any of the activities of the applicant or permit holder as the case may be.

I have read and agree to follow the guidelines for a Special Event. _____(initial)

Map of the Event Site

A detailed map of the event site must be drawn here or attached to the application. Maps may be available for parks, downtown and other various locations. Please call City Administration for more information. (Using internet mapping is recommended. i.e. Google map)

The following must be identified and labeled including the event site (labeled with street names):

Alcohol serving/consuming area	A	Restroom Facilities (including portable)	R
Barricades	B	Routes for races, parades, etc.	→
Canopies	C	Severe Weather Location	SW
Fencing	—	Stages	S
First Aid Facilities	F	Tents	T
Off duty Police Officers	P		

Paste image here or attach separate sheets as needed – Use of electronic mapping (i.e. Google) is encouraged

Street Closures

Date(s) of Street Closing: _____

Detailed list of street closures requested for this event: (Attach a map of closed street(s). I.e. Google map)

Temporary No Parking Request:

Date(s) of requested Temporary No Parking: _____

Time of requested Temporary No Parking: From _____ To _____

Detailed list of temporary no parking requests for your event: (Please provide map of no parking)

Signatures of all property owners or business lease holders within 125 feet of the temporary no parking areas are required. Seventy-five (75%) percent of property owners or lease holders must approve of temporary no parking for approval. Use City of Newton Temporary No Parking Consent Form. Applicant shall present the Parking/Traffic Control/Barricade Plan and submittal maps to all business owners for review before receiving their consent by signature.

Instructions for the Temporary No Parking Consent Form

1. All properties that are within 125 feet from Temporary No Parking areas shall be represented on the Temporary No Parking Consent Form. The City of Newton may confirm consent of any or all respondents.
2. All contact information is required for each resident for verification purposes.
3. Business that lease space are required to sign the consent form.
4. Properties that are listed for sale shall be signed off by the owner or listing agent.
5. Unknown property owners can be researched at:
<https://beacon.schneidercorp.com/Application.aspx?AppID=325&LayerID=3398&PageTypeID=2&PageID=2260>

(Attach additional pages for signatures – if needed)

The City of Newton reserves the right to deny temporary restriction of any and all no parking requests.

Traffic Control/Barricades:

If your event includes street closures, you **MUST** have a detailed map including the location of all traffic control devices and barricades. The City of Newton requires that all street closures for special events provide street closing signage through an approved traffic control contractor unless given expressed permission from the City. Any organization not using a traffic control contractor will be the responsible party and liable for any and all action that arises due to errors and omissions for providing traffic control signage. In addition, they agree to sign a hold harmless agreement with the City.

Barricades shall meet the standards of the Manual of Uniform Traffic Control Devices (MUTCD). Vehicles, lawn furniture, saw horses, barbeques, trash cans or similar items cannot be used as barricades.

Barricades must allow access for emergency police, fire and ambulance vehicles and equipment. Fire Department vehicles need an eighteen-foot wide, unobstructed path in the center of the street, the entire length of the party.

Designee names and contact information is required. The first designee listed below should be the traffic control contractor and contact. The second designee listed below will be a member of the applicant organization and contact. They are to be available to answer if the need arises.

Date(s) of traffic control/barricade usage: _____

Time of traffic control/barricade usage: From _____ To _____

Detailed list of traffic control/barricade usage for your event: (Attach map of traffic control/barricades)

Traffic Control/Barricades Responsible Party Designee

Designee Names:	Cell Phone (must answer if called)

Parking:

You are required to provide adequate parking for your event. Applicant is required to provide an event parking plan and map with the application. Please contact Public Works or Community Services if you need to make arrangements for off-site parking.

VEHICLE LOADING/UNLOADING

Please ensure that all vehicle loading and unloading areas are indicated on the Parking Plan.

VEHICLES ON PARK GROUNDS

Vehicles, including catering vehicles, are NOT allowed to drive or park on the turf of public park grounds. If the special event needs to have vehicles on park grounds outside of roads and designated parking areas, special access requests are required.

Are you requesting that vehicles be permitted to drive or park on public park grounds? ___Yes ___No

If yes, please provide detailed description of types of vehicles and locations:

Park Pavilions:

Park pavilions must be reserved by contacting the Community Services Department. The applicant will be required to comply with all rules and regulations set in place by the Community Services Department.

Please describe the pavilion(s) including hours of use you have reserved for this event:

City Utilities:

Limited water and electrical power are available at some public parks. (a nominal fee is charged for electricity and will be payable upon approval of the permit). Additional generator power or water supply is the responsibility of the applicant.

- ☐ Electrical Power Describe use: _____
- ☐ Water Describe use: _____

Sound Systems:

Any music or noise shall be kept to an acceptable level in accordance with Chapter 93 "Noise Control" or Code of Ordinances. A noise control permit application must be approved by the Police Chief. Permits granted under this application allow for a provision up to an additional 5dB(A) & (C) of the ordinance. A violation of any provision of the noise control ordinance, disorderly conduct or disturbing the public quiet may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the special event. Please indicate if you will be using any of the following sound systems.

- ☐ Recorded Music ☐ Live Music ☐ Amplified sound/speaker ☐ Public address

Fireworks:

Any display fireworks must be approved through the Fire Department. The use of consumer fireworks is not allowed on the public right of way per Iowa Code and is **only allowed on private property** during prescribed times approved by City Council as defined in Chapter 135 "Fireworks" of the Code of Ordinances. A violation of any provision of Chapter 135 "Fireworks" may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the special event.

Are you requesting approval to discharge fireworks at this event? ☐ Yes ☐ No

Restrooms:

You are required to provide adequate restroom facilities including ADA accessible restrooms (5% or not less than 1)

Will additional restroom facilities be brought to the site event? ☐ Yes ☐ No Quantity: _____

Tents/Canopies/Stages:

TENTS: Use of tents requires a permit from the Fire Department at least thirty (30) days prior to the event. Tents are defined as temporary structures in excess of 200 square feet and having two or more sidewalls or drops.

STAKES: Use of ground stakes for tents and canopies must be approved in advance. Please contact Iowa One Call regarding underground utility locating questions.

STAGES/STAKES: Please contact Public Works for staging/staking requests a minimum of thirty (30) days prior to any event for an on-site meeting. Tent ropes and guy lines shall not be tied or anchored to trees, monuments, bridge railings, light poles, or fences.

Please indicate if any of the following will be used at the event:

☐ Tent - Size _____ ☐ Canopy - Size _____ ☐ Stage – Size _____

Alcohol:

To sell alcohol at the event, or to add outdoor service area, applicant will need to obtain a permit through the State of Iowa Alcoholic Beverages Division. Applicants can apply at www.iowaABD.com. Applicants must allow 45 days minimum for approval. A link is available on the City of Newton website. From the home page, click on “I want to” – “Apply for” – “Liquor Licenses, Beer & Wine Permits”.

Are you requesting for alcohol to be served at this event? ☐ Yes ☐ No

Food/Beverage Vendors:

Food and beverage vendors shall be approved by the Iowa Department of Inspections and Appeals. Information regarding a permit for food safety can be obtained at <https://dia.iowa.gov/food-consumer-safety/food-safety-license-applications>. Applicants are required to list the types of food and beverages to be served at the event. All food and beverage serving locations must be shown on the event map.

Will food or beverages be served at this event? ☐ Yes ☐ No

If yes, is the event: ☐ For profit ☐ Non-profit

If yes, is the food: ☐ Provided free of charge ☐ Available for purchase

If yes, is the food: ☐ Cooked/prepared on site ☐ Cooked on open fire ☐ Cooked using propane

☐ Prepared and distributed by a Mobile Food Vendor (MFV) (See MFV Requirements)

List types of food and/or beverages to be served: _____

Clean up/Trash Removal:

Clean up of the event area immediately following the event, including trash removal, is the responsibility of the applicant. Applicant shall provide the name and phone number of the contractor responsible for clean-up of the event site. Applicant shall also provide the name and phone number of the contractor responsible for the removal of trash from the event site.

Contractor or organization including phone number responsible for clean up: (Name) _____

(Phone) _____

Contractor or organization including phone number responsible to **remove trash from the site:**

(Name) _____

(Phone) _____

Animals:

Do you plan to use animals for your event? ☐ Yes ☐ No

Additional insurance may be required.

Off Duty Police Officers:

Off Duty Police Officers may be required for street closures, alcohol sales, or large crowds. Contact the Police Department to discuss requirements for the event a minimum of forty-five (45) days prior to the event.

☐ Street Closures ☐ Alcohol Requested ☐ Large Crowds Expected

Severe Weather Contingency Plan:

Severe weather can happen at any time. Safety of attendees is the number one priority.

SEVERE WEATHER DESIGNEES

- responsible for monitoring weather conditions throughout the event
- Monitor weather conditions and notify event attendees in a timely manner of delays, cancellations, postponement resulting from severe weather during the event.

SEVERE WEATHER DESIGNEES

Designee Names:	Cell Phone (must answer if called)

SEVERE WEATHER PLAN

- Identify severe weather locations on your event Site Map
- Locations should reasonable accommodate anticipated audience.

In the event of severe weather, the following locations are designated as the best available protective areas for OUTDOOR open spaces.	In the event of severe weather, the following locations are designated as the best available protective areas for OUTDOOR open spaces.

Other Special Requests:

I certify the information contained in this application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed special event under the City of Newton Municipal Code, and I understand this application is made subject to the rules and regulations established by the City Council, the City Administrator or the City Administrator's designee. I agree to comply with all other requirements of the City, State, Federal Government and any other applicable entity which may pertain to the use of the Event venue and the conduct of the event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore, agree to be financially responsible for any costs or fees that may be incurred by or on behalf of the Event to the City of Newton. I understand and agree the City of Newton may rescind its permission to use City property at any time should it be determined to be in the best interest of the City.

Additions and/or revisions to this application may need to be submitted in writing. By signing this special event application, the applicant agrees and understands this application is not permission to violate any laws, ordinances, or statutes. The Newton Police Department has the authority, in the interest of public welfare, safety, or order, to terminate the event without notice.

Applicant agrees to defend and hold City of Newton harmless from any and all claims by third parties and all invitees, patrons, employees, agents, assignees to subcontractors of Applicant arising out of any act or failure to act by Applicant or any invitee, patron, employees, agent, assignee or subcontractor of Applicant.

Applicant Signature _____ *Date* _____

Applicants Printed Name: _____

Host Organization (if applicable): _____

Organization Position/Title (if applicable): _____

For office use only:

City Administrator's Approval: _____ *Date:* _____

Application Received Date: _____

Application Approval Due: _____

Applicant Notified On: _____

Notification sent: Police ☐ Fire ☐ Public Works ☐

Conditions:

SPECIAL EVENTS PERMIT INSURANCE REQUIREMENTS

Section 1 – Insurance Requirements

PERMITEE, at its own expense, shall procure and maintain insurance to cover all risk which shall arise directly or indirectly from the Special Event for which the City provides a permit. At a minimum, the following insurance is required and the requirement level will be determined based on the number of participants and attendees, nature of the event's activities, and type of City property or other resources involved:

General Liability Insurance - Occurrence Form:

a. Low/Medium Risk Event - minimum liability limit \$1,000,000

1. Events with little or no impact on the public
2. Fund raising walks and/or runs without street closures

b. High Risk Event - minimum liability \$2,000,000

(Additional insured and governmental immunities endorsement is required.*)

1. Fireworks displays
2. Parades
3. Events requiring street closures
4. Events that expect large crowds on public property
5. Large event taking place for more than one day
6. Large events that include alcohol on public property

Section 2 - Endorsements When Required Must Read:

1. Additional Insurance Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Endorsement of: The City of Newton, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or Services performed for the City of Newton, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance of similar protection available to the additional insureds, whether available coverage be primary, contributing or excess.

2. Governmental Immunities Endorsement:

- A. Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Newton, Iowa, as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Newton, Iowa, under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Government Immunity: The City of Newton, Iowa, shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained

in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Newton, Iowa.

- D. Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Newton, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Newton, Iowa.
- E. No Other Change in Policy: The insurance carrier and the City of Newton, Iowa, agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached to evidence their inclusion in the coverage. The Certificate of Insurance are due before the Permit can be approved.

The following format is required: (include an example copy in the application)

1. Document must be dated less than ninety (90) days from the submittal date to the City
2. Producer Contact information must include name, phone number and/or e-mail address
3. Policy Expiration date must cover all event dates
4. Description of Operations must list Event Date and Event Name
5. Certificate Holder must be listed as follows:

City of Newton

Special Events

101 W 4th Street S

Newton, IA 50208

* Endorsements, as required, shall be included with the Certificate of Insurance as evidence that the policy has been endorsed.

Horse & Wagon Rides Route



PUBLIC
PARKING

PICK
UP/DROP
OFF

N 4th Ave W

W 4th St N

W 3rd St N

N 3rd Ave W

1st St N

E 2nd St N

PUBLIC
PARKING

PARKING
BLOCKED

Courthouse

PICK
UP/DROP
OFF

PARKING
BLOCKED

W 2nd St N

6

PUBLIC
PARKING

4th St S

3rd St S

2nd St S

1st St S

E 2nd St S

Legacy Plaza

N 2nd Ave W

1st Ave W



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Interstate Insurance Services, Ltd. 111 First Ave W New ton, IA 50208	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: CINCINNATI INDEMNITY CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ENP 0114941	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	X		ENP 0114941	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC 0301630	01/01/2012	01/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**CITY OF NEWTON
SPECIAL EVENTS
101 W 4TH ST S
New ton, IA 50208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clemon-Maki Insurance 220 1st Ave W Newton, IA 502083722	CONTACT NAME: Lindey Butler	PHONE (A/C, No, Ext): 641-792-5040	FAX (A/C, No): 641-792-4754
	E-MAIL ADDRESS: lbutler@clemonmaki.com		
INSURED Newton Main Street 122 1st ST N Newton, IA 50208	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance Co.		15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

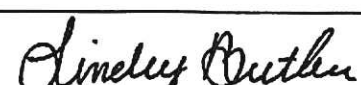
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		B076782	05/21/2022	05/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y		B076782	05/21/2022	05/21/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Personal and Adv. Injury \$ 1,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Newton Special Events 104 W 4th St S Newton IA 50208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Grinnell Specialty Agency
4215 HIGHWAY 146
GRINNELL, IA 50112-8110

CONTACT NAME:
PHONE (A/C, No, Ext): 6412698672 FAX (A/C, No): 8008922303
E-MAIL ADDRESS: lclemann@gmrc.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A : United States Fire Insurance 21113

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Stanley Jensen
60060 280TH ST
CAMBRIDGE, IA 50046-8519

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES CERTIFICATE NUMBER: USS495566 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SRPGAPML-101-0122	03/27/2022 12:00 AM	03/27/2023 12:01 AM	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE (Any one fire) \$300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$0
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$1,000,000
							PRODUCTS - COMP/OP AGG \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)
	☐ HIRED AUTO ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	DED ☐ RETENTION \$ ☐						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered Activities: Carriage Rides

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

Stanley Jensen
60060 280TH ST
CAMBRIDGE, IA 50046-8519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Grinnell Specialty Agency



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
09/14/2022

AGENCY		CARRIER United States Fire Insurance		NAIC CODE 21113
POLICY NUMBER USS495566/SRPGAPML-101-0122		EFFECTIVE DATE 03/27/2022 12:00 AM	NAMED INSURED(S) Stanley Jensen	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	The City of Newton 101 W 4th St S Newton, IA 50208				LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
						ITEM DESCRIPTION	
REFERENCE / LOAN #:						INTEREST END DATE:	
LIEN AMOUNT:						PHONE (A/C, No, Ex):	
						FAX (A/C, No):	

REASON FOR INTEREST:

E-MAIL ADDRESS:

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	The Newton Chamber of Commerce 113 1st Ave W Newton, IA 50208				LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
						ITEM DESCRIPTION	
REFERENCE / LOAN #:						INTEREST END DATE:	
LIEN AMOUNT:						PHONE (A/C, No, Ex):	
						FAX (A/C, No):	

REASON FOR INTEREST:

E-MAIL ADDRESS:

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	Jasper County 101 1st St N Newton, IA 50208				LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
						ITEM DESCRIPTION	
REFERENCE / LOAN #:						INTEREST END DATE:	
LIEN AMOUNT:						PHONE (A/C, No, Ex):	
						FAX (A/C, No):	

REASON FOR INTEREST:

E-MAIL ADDRESS:

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.