



Newton City Council Agenda

December 19, 2022 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

2. This is the time of the meeting that a citizen may address the Council. After being recognized by the 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

3. December 05, 2022 Regular City Council Meeting Minutes
4. December 05, 2022 Budget Workshop Minutes
5. December 12, 2022 Special City Council Meeting Minutes
6. Certify Police Officer List
7. Resolution appointing Jolene Brady as Deputy City Clerk. (No Council Report)
8. Resolution Adopting 2022 S16 Supplement To The "Code Of Ordinances Of The City Of Newton, Iowa, 2016", And Approving Distribution Of The Same To Code Subscribers (No Council Report)
9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof. (Schedule 22-12)
10. Resolution approving an additional performance agreement for the 2023 Summer Concert Series at the Maytag Bowl.
11. Resolution accepting completion of the 2022 Union Cemetery Paving Project.
12. Resolution approving the purchase of a fairway mower for the Westwood Golf Course.

13. Resolution approving 3 year Professional Services Agreement for the City of Newton's GIS needs.
14. Resolution awarding a Professional Services Agreement for a Utility Rate Study.
15. Resolution accepting completion of the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project.
16. Resolution accepting completion of the Newton Sanitary Landfill Pump Station #2 Electrical Cabinet Upgrade Project.
17. Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest 2023.
18. Approve Bills.

Public Hearing

19. Public Hearing on a Resolution Approving the Purchase and Redevelopment Agreement for Real Property at 1312 East 6th Street South, Newton, Jasper County, Iowa.
 - Faith and Jonas Brant, of Des Moines, IA, have offered \$5,000 for the City-owned property at 1312 East 6th Street South.
 - The prospective buyers have included sample plans and images of the home they desire to build, which includes three bedrooms/offices, two bathrooms, a laundry room, an open floor plan for the dining/great room/kitchen. Construction is anticipated to begin in 2023.

Resolution Approving the Purchase and Redevelopment Agreement for Real Property at 1312 East 6th Street South, Newton, Jasper County, Iowa.

20. Public Hearing on a Resolution awarding a contract for the Newton Public Library Roofing Replacement Project.
 - Following a facility assessment report conducted by Studio MELEE in 2019, it was determined that the Library roof is at the end of its useful life and needs replaced.
 - The Library Board approved to move forward with the apparent low bidder, Hopkins Roofing, for the base bid scope of work.
 - Staff recommends that Council award a contract to Hopkins Roofing of Pella, Iowa in the amount of \$772,815.00.

Resolution awarding contract for the Newton Public Library Roofing Replacement Project

Resolution

21. Resolution approving a Moral Obligation Pay benefit to Sullivan Auto Body for Brian Cibula's vehicle damages caused by the City of Newton.
 - Under the Moral Obligation to Pay benefit, Iowa Communities Assurance Pool (ICAP), the cities' liability insurance company will reimburse the city up to 75% of the cost once approved by council.

22. Resolution approving an amended Development Agreement with The Circle Development, LLC.
- Project Fastpitch continues to work through the process of financing the development project, taking longer than expected. It is necessary to revise the dates in the previously approved development agreement.
 - Additional Legal Fees cost to be recovered through Development Agreement.
23. Resolution approving a reorganization of the Newton Police Department supervisory staff.
- In evaluating the effectiveness of the current Police Department supervisory personnel, and in preparation for the creation of a code enforcement division and upcoming retirements, an adjustment in the current supervisor staff structure is needed to provide additional capacity and development for future needs.
 - The City Council recently established goals for FY24, including the creation of a Code Enforcement Division and the addition of two employees to handle code enforcement complaints.
 - In an effort to provide the proper oversight for the new Code Enforcement Division, the Police Department proposes the Sergeant assigned to the Investigations Division be promoted to the rank of Lieutenant, which would allow that position to oversee the operations of the Investigations and newly created Code Enforcement Division. The Sergeant position currently assigned to the Investigations Division would be temporarily eliminated. This would bring the authorized supervisory staff to four (4) Lieutenants and two (2) Sergeants.
24. Resolution approving the granting of a downtown improvement grant to Hal Snedeker for the building located at 114-118 1st Avenue East, Newton.
- At their meeting on December 12, 2022, the Downtown Grant Review Board recommended approval of the multi-pronged grant project at 114-118 1st Avenue East for restaurant improvements, awning removal, and new awning.
 - The subject property, historically known as the Clarkson building, is considered a contributing structure to the historic district.
 - Board recommended approval of the three projects for a total maximum grant of \$19,731.50, provided a 1:1 match is met for each program area and licensed plumbing/mechanical contractor(s) obtain permits and inspections prior to completing the work.
25. Resolution amending the Hatchery Redevelopment Project agreement.
- Resolution 2022-128 approved an internal loan and payment to Newton Housing Development Corporation for the purchase of 1015 North 3rd Avenue East to support the Hatchery Redevelopment Project. The resolution included a closing date of December 31, 2022, which needs to be amended to a date in the future.

Mayor/Council Comments

Adjourn

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

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REGULAR CITY COUNCIL MEETING MINUTES
DECEMBER 05, 2022, 6:00 P.M.
CITY COUNCIL CHAMBERS

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

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

Mayor Pro Tem George stated that item 32, a motion directing staff to schedule any new inspections, and reschedule any pending inspections, after February 1, 2023, as well as to instruct the Council's AdHoc committee to meet with landlords and commercial property owners and to propose any program changes within the next two months will be moved up on the agenda following the consent.

During citizen participation Fran Henderson, 1101 S 13th Ave W, shared that her pickleball group has 30 people, enough for 4 courts. There are other groups that play at the YMCA, Aurora Park, and Maytag Park. She encourages council to consider at least 4 courts.

Moved by Dalton, seconded by Hallam to approve consent agenda items 3-18.

3. November 21, 2022 Regular City Council Meeting Minutes
4. November 28, 2022 Workshop Minutes
5. Approve Liquor License for the following: Loves Travel Stop # 361- BC0029110, 4400 S 22nd Ave. E, Class C Beer Permit, Class B Wine Permit; SOMBRERO- LC0038865, 1130 1ST AVE E, Class C Retail Alcohol License, Outdoor Service, Sunday Sales.
6. Resolution re-appointing Antonia Sicilia to serve on the Building Trades Board for a term ending December 31, 2025 Resolution 2022-329 adopted.
7. Resolution re-appointing Mike Sell to serve on the Historic Preservation Commission for a term ending December 31, 2025 Resolution 2022-330 adopted.
8. Resolution re-appointing Rita Reinheimer to serve on the Historic Preservation Commission for a term ending December 31, 2025 Resolution 2022-331 adopted.
9. Resolution re-appointing Don Poynter to the Downtown Grant Review Board for a term ending December 31, 2027 Resolution 2022-332 adopted.
10. Resolution re-appointing Fred Chabot to the downtown Grant Review Board for a term ending December 31, 2027 Resolution 2022-333 adopted.
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-12). Resolution 2022-334 adopted.
12. Resolution authorizing the submission of a pre-application for federal airport improvement program funding and certifying eligibility requirements. Resolution 2022-335 adopted.
13. Resolution approving performance agreements for the 2023 Summer Concert Series at the Maytag Bowl and July 4th activities at Agnes Patterson Park. Resolution 2022-336 adopted.
14. Resolution revising the contractor's name for the Community Services Shop Remodel Project – Heaters. Resolution 2022-337 adopted.
15. Resolution approving 5-year leak detection contract for Utilities Department, Waterworks Distribution. Resolution 2022-338 adopted.
16. Resolution authorizing the purchase of a jet/vac sewer cleaner truck for the Utilities Department. Resolution 2022-339 adopted.
17. Resolution accepting a permanent municipal utility easement located at 1708 S 8th Ave E. Resolution 2022-340 adopted.
18. Approve Bills.

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

Moved by Wade, seconded by Hallam to approve the motion Directing staff to schedule any new inspections, and reschedule any pending inspections, after February 1, 2023, as well as to instruct the Council's AdHoc committee to meet with landlords and commercial property owners and to propose any program changes within the next two months. Discussion ensued. It was moved by Ervin, seconded by Trotter to amend the motion to include necessary staff for reference purposes. AYES: Five. NAYS: Wade. The amendment to the motion passed. AYES: Six. NAYS: None. The amended motion passed.

Mayor Pro Tem George stated that this is the time and place for a Public Hearing on a Resolution awarding contract for the Sunset Dog Park Project - Phase 1. There were no written comments. Moved by Ervin, seconded by Trotter, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Wade, seconded by Hallam to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-341 adopted.

Mayor Pro Tem George stated that this is the time and place for a Public Hearing on a Resolution adopting the “Envision Newton 2042” Comprehensive Plan. There were no written comments. Moved by Wade, seconded by Trotter, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Hallam, seconded by Dalton to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-342 adopted.

Mayor Pro Tem George stated that this is the time and place for a Public Hearing on a Resolution approving the Skiff’s Subdivision Plat Two minor subdivision, City of Newton, Jasper County, Iowa. There were no written comments. Moved by Ervin, seconded by Dalton, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by Wade to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-343 adopted.

Moved by Trotter, seconded by Hallam to adopt the Resolution approving a training and purchase agreement for the Police K9 unit. AYES: Six. NAYS: None. Resolution 2022-344 adopted.

Moved by Dalton, seconded by Wade to adopt the Resolution for the City of Newton to take part in the Iowa Tourism Offices’ Arrivalist Visitation Dashboard Co-op. AYES: Six. NAYS: None. Resolution 2022-345 adopted.

Moved by Trotter, seconded by Ervin to adopt the Resolution approving the granting of Downtown Micro Grant Funds in the Awning Removal Program Area for 118 North 2nd Avenue West to Arie Versendaal. AYES: Six. NAYS: None. Resolution 2022-346 adopted.

Moved by Dalton, seconded by Wade to adopt the Resolution Approving the granting of Downtown Improvement Grant Funds in the façade program area to Scott Creech for the building located at 225 1st Avenue West, Newton. AYES: Six. NAYS: None. Resolution 2022-347 adopted.

Moved by Trotter, seconded by Hallam to adopt the Resolution establishing a Hotel-Motel Tourism Grant program. AYES: Six. NAYS: None. Resolution 2022-348 adopted.

Moved by Dalton, seconded by George to adopt the Resolution Amending the City of Newton Community Services Fee Schedule. AYES: Six. NAYS: None. Resolution 2022-349 adopted.

Moved by Ervin, seconded by George to adopt the Resolution approving an agreement with Damon Dotson for the 2023 Newton Fest concert on Saturday, June 10, 2023. AYES: Six. NAYS: None. Resolution 2022-350 adopted.

Discussion ensued regarding Pickleball Courts led by Brian Laube, Community Services Director. There was consensus on location C.

During Mayor/Council Comments Wade reminded citizens to volunteer to be part of the various boards and commissions. Ervin spoke regarding researching park usages, specifically Woodland Park since the school is moving fields. Also, reminding everyone about St Nicks and the over 100 youth that needs selected. Hallam praised the courthouse lighting event.

Moved by Wade, seconded by Hallam to adjourn the meeting at 7.35 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP MEETING MINUTES
DECEMBER 05, 2022, IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING @ 7:41
P.M. CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in special session at 7:41 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Pro Tem George presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

Erin Chambers, Community Development Director, gave an overview of the Comp Plan.

Katrina Davis, Administrative Services Manager, gave an overview of City Goals.

Michele Heisdorffer, Senior Financial Analyst reported on FY22 Expenditure Review by Function and My Tax Dollars at Work.

Candace Streeter, Financial Analyst, reported on FY22 Revenue Review by Source and the Newton Property Tax Distribution.

Lisa Frasier, Finance Officer, presented FY24 Budget Information.

Jody Rhone, Utilities Director, provided council with an update of changes to the public works budget amounts.

Moved by Trotter, seconded by Hallam to adjourn the meeting at 8:32 PM.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

CITY COUNCIL MEETING MINUTES
DECEMBER 12, 2022, 12:00 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 12:00 P.M. on the above date via in person and an electronic meeting (pursuant to Iowa Code section 21.8). Mayor Mike Hansen presided. Present Council Members: Hallam, Dalton, George (via zoom), Ervin (via zoom), and Wade (via zoom). Absent: Trotter.

Consent Agenda

2. Approve Liquor Licenses for the following: Baqara - Special Event 12/17/22, 403 West 4th Street North, Class C Retail Alcohol License; Next Chapter Boutique LLC - 110 North 2nd Avenue West, New Special Class B Retail Native Wine License.

Moved by Dalton, seconded by Hallam. AYES: Five. NAYS: None.

Adjourn

Moved by Ervin, seconded by Hallam to adjourn the meeting at 12:02 PM. Motion unanimously carried by voice vote.

RESOLUTION NO 2022 - _____

RESOLUTION APPOINTING JOLENE BRADY AS DEPUTY CITY CLERK

WHEREAS, Section 4.0201, Title 1, of the Newton Municipal Code states that a City Clerk and one or more Deputy City Clerks shall be appointed by the City Council for two-year terms in even numbered years; and

WHEREAS, Katrina A. Davis currently serves as City Clerk and Lisa Frasier, Michele Heisdorffer, and Candace Streeter currently serve as Deputy City Clerks with terms ending December 31, 2023; and

WHEREAS, Jolene Brady began employment in the Administration Department in February of 2022 and some duties would require the designation of Deputy City Clerk; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Newton, Iowa that Jolene Brady be appointed as Deputy City Clerk for term ending December 31, 2023.

PASSED this _____ day of December 2022.

APPROVED this _____ day of December 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

RESOLUTION NO. 2022-_____

RESOLUTION ADOPTING 2022 S16 SUPPLEMENT
TO THE “CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2016”,
AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS

WHEREAS, the City Council adopted the “Code of Ordinances of the City of Newton, Iowa, 2016” (hereinafter “2016 CITY CODE”), by ORDINANCE NO. 2264; and

WHEREAS, from time to time the City Council adopts new ORDINANCES adding to or deleting from or modifying the 2016 CITY CODE; and

WHEREAS, in order to maintain the 2016 CITY CODE as a complete and current compendium of city laws for the Citizens of Newton, Iowa, it is necessary to issue supplements to the 2016 CITY CODE consisting of new pages setting out ORDINANCES adopted by the City Council from and after effective date of the 2016 CITY CODE; and

WHEREAS, the 2022 S16 Supplement has been prepared and published online for 2016 CITY CODE subscribers; and

WHEREAS, pursuant to the provisions of §380.8, Code of Iowa (2022), ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as supplements to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2022 S16 Supplement bearing the notation “2022 S16”, to be substituted for pre-existing pages of the 2016 CITY CODE, is hereby approved and adopted as part of the 2016 CITY CODE:

Ordinance No.	Code Title	New Pages
	Table of Contents	1-4
2412, 2421	Title III Administration	29-30, 33-34, 37-38
2421	Title V Public Works	1-2, 83-94
2408, 2413, 2415	Title VII Traffic Code	1-2, 11-12, 41-48
2420, 2422		
2414	Title IX General Regulations	63-64
2409, 2418	Title XI Business Regulations	1-2, 10A-10D, 89-94
2411	Title XV Land Usage	137-138B, 143-146, 205-206, 225-232, 235-238, 255-256B, 307-308B, 311-312
2409	Table of Special Ordinances	3-4
	Parallel References	3-8, 13-14, 43-44
	Index	3-4B, 16A-16B, 23-26, 33-36, 43-44, 47-50

PASSED this _____ day of December, 2022

APPROVED this _____ day of December, 2022

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina A. Davis CMC, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof. (Schedule 22-12)

Report Number: 2022-63**Date:**

December 19, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$1,879.80

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$1,879.80. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-12).

A handwritten signature in black ink, appearing to read "M. Stuel", is written over a light gray circular stamp.

RESOLUTION NO. 2022 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 22-12)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 22-12 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 22-12, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on January 18, 2023, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-12: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
John Wells	835102016	223 E 13th St N	Newton	\$73,160	\$271.43	\$75.00	\$346.43	BELMONT PARK LOT 3 BLK 5	10/4/2022
Gary Bird	834281010	310 E 11th St S	Newton	\$48,900	\$1,458.37	\$75.00	\$1,533.37	JONES' SD N 93.8' OF W 181.5' BLK T	10/13/2022
Total							\$1,879.80		

City of Newton Council Report

**Item:**

Resolution approving an additional performance agreement for the 2023 Summer Concert Series at the Maytag Bowl.

Report Number: 2022-64**Date:**

December 19, 2022

Summary:

Approval of this resolution authorizes the Community Services Department to enter into one additional performance agreement for the Summer Concert Series, and authorizes a partial deposit payment be made for one of the performance agreements approved on December 5, 2022.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$700.00 from the Summer Concert Series budget.

Background:

On December 5, 2022, City Council approved a number of performance agreements for the 2023 Summer Concert Series. At that time, one remaining performance agreement was not ready to present for approval. That final performance agreement is now ready for approval.

The additional performance agreement is with Rag Doll Incident on July 27, 2023 at a cost of \$700.00. This cost will be paid from the Summer Concert Series budget.

The performance agreement with Dueling Fiddles, which was approved on December 5th, requires a 20% deposit be paid at the time of approval. That resolution did not address the need to make the deposit payment, so that \$440.00 payment is being included as part of this resolution.

Recommendation:

City Staff recommends approval of this resolution authorizing the Community Services Department to enter into one additional performance agreement for a ninth music performance for the 2023 Summer Concert Series; and also approves the payment of the 20% deposit to DSM Dueling Fiddles LLC for their show planned for June 8, 2023.

A handwritten signature in black ink, appearing to read "M. Stuel", is written over a faint, light blue circular stamp.

RESOLUTION 2022- _____

**RESOLUTION APPROVING AN ADDITIONAL PERFORMANCE AGREEMENT FOR
THE 2023 SUMMER CONCERT SERIES AT THE MAYTAG BOWL**

WHEREAS, on December 5, 2022 City Council approved a number of performance agreements for the 2023 Summer Concert Series; and

WHEREAS, at that time, one remaining performance agreement was not ready to present for approval; and

WHEREAS, that final performance agreement is now ready for approval; and

WHEREAS, said additional agreement is:

<u>Concert Date</u>	<u>Performer</u>	<u>Cost</u>	<u>Check Payable to:</u>
July 27, 2023	Rag Doll Incident	\$700	Ryan Sheeler

; and

WHEREAS, the cost for this additional performance agreement will be paid from the Summer Concert Series budget; and

WHEREAS, the performance agreement with DSM Dueling Fiddles LLC, which was approved on December 5th, requires a 20% deposit be paid at the time of approval; and

WHEREAS, that previous resolution on December 5th did not address the need to make the deposit payment, so that \$440.00 deposit payment is being included as part of this resolution; and

WHEREAS, City Staff recommends approval of this resolution authorizing the Community Services Department to enter into one additional performance agreement for a ninth music performance for the 2023 Summer Concert Series; and also approves the payment of the 20% deposit to DSM Dueling Fiddles LLC for their show planned for June 8, 2023.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is approved authorizing the Community Services Director to execute the said performance agreement with Rag Doll Incident, with payment made by check payable to the name listed above;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the Community Services Director is authorized to pay the 20% deposit to DSM Dueling Fiddles LLC for their show planned for June 8, 2023;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that costs for both payments noted above will be paid from the Summer Concert Series budget.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the 2022 Union Cemetery Paving Project.

Report Number: 2022-65**Date:**

December 19, 2022

Summary:

Accept completion of contract for paving around new Veterans Section 3 (V-3) at Union Cemetery.

Lead Department:

Community Services

Financial Impact:

\$128,537.00 total cost; with \$75,000 to be paid from the General Fund Budget and \$53,537 to be paid from 2019 and 2020 bond funds.

Recommendation:

Approve

Background:

The recent platting of new Veterans Section 3 (V-3) at Union Cemetery required the construction of roads around said section before it is opened for burials. As part of this project, some minor pavement was included at the center of V-3 for the planned memorial area, along with a small area of pavement repair near V-2.

City Council passed a resolution on August 15, 2022 awarding a contract to TK Concrete, Inc. of Pella, Iowa in the amount of \$135,837.00. The Community Services Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$128,537.00.

Recommendation:

City staff recommends accepting the completion of the 2022 Union Cemetery Paving Project, and authorizing the retainage amount of \$6,426.85 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

A handwritten signature in black ink, appearing to read "M. Stuchlik".

RESOLUTION 2022- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
2022 UNION CEMETERY PAVING PROJECT**

WHEREAS, the recent platting of new Veterans Section 3 (V-3) at Union Cemetery required the construction of roads around said section before it is opened for burials; and

WHEREAS, as part of this project, some minor pavement was included at the center of V-3 for the planned memorial area, along with a small area of pavement repair near V-2; and

WHEREAS, the City Council of the City of Newton awarded a contract on August 15, 2022 to TK Concrete, Inc. of Pella, Iowa in the amount of \$135,837.00 for the 2022 Union Cemetery Paving Project; and

WHEREAS, TK Concrete, Inc. has completed their work, and the Community Services Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract; and

WHEREAS, the final contract amount, based on actual measured quantities of work completed, is \$128,537.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project; and authorizes the Community Services Director to execute payment of the retainer in the amount of \$6,426.85 to TK Concrete, Inc. no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using 2019 and 2020 Bond proceeds.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the purchase of a fairway mower for the Westwood Golf Course.

Report Number: 2022-71**Date:**

December 19, 2022

Summary:

Purchasing a new fairway mower to replace equipment well past its useful life.

Lead Department:

Community Services

Financial Impact:

\$66,078.95 paid from the Golf Fund in FY-24 or FY-25.

Recommendation:

Approve

Background:

The existing fairway mowers at Westwood are a 2001 Toro with a life expectancy of 5 to 10 years, and a 2015 Jacobsen with a life expectancy of 5 to 10 years. Current needs are to replace one mower as soon as possible, and replace the other within 2-3 years.

Staff explored different options on types and brands of mowers in attempts to find a suitable machine that is affordable, reliable, and able to be easily maintained by the department's mechanic. With the current cost estimate of approximately \$90,000 for a mower of the size and ability needed, staff was able to find a more basic and affordable Toro mower model. This proposed Toro mower is basic, of comparable size, and has the same cutting ability at a considerably lower price. This Toro model is also available through state pricing, eliminating the need to seek quotes.

The proposed mower purchase is as follows:

Brand/Model	Vendor	Price
Toro Reelmaster 3575-D	MTI Distributing – Grimes, Iowa	\$66,078.95 (state price)

The purchase of this piece of equipment is included in the City's proposed Capital Improvement Plan (CIP) in FY-24. Due to the anticipated 18 month wait time for delivery, the approval of this resolution allowing Community Services to order this mower now may actually put the delivery and payment out possibly as far as early FY-25.

Recommendation:

City Staff recommends authorizing the Community Services Director to purchase the Toro Reelmaster 3575-D from MTI Distributing of Grimes, Iowa for \$66,078.95 (state price) utilizing funds from the Golf Fund in FY-24 or FY-25.

MM Steel

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING THE PURCHASE OF A FAIRWAY MOWER
FOR THE WESTWOOD GOLF COURSE

WHEREAS, the existing fairway mowers at Westwood are a 2001 Toro with a life expectancy of 5 to 10 years, and a 2015 Jacobsen with a life expectancy of 5 to 10 years; and

WHEREAS, current needs are to replace one mower as soon as possible, and replace the other within 2-3 years; and

WHEREAS, staff explored different options on types and brands of mowers in attempts to find a suitable machine that is affordable, reliable, and able to be easily maintained by the department’s mechanic; and

WHEREAS, with the current cost estimate of approximately \$90,000 for a mower of the size and ability needed, staff was able to find a Toro mower that is basic, of comparable size, and has the same cutting ability at a considerably lower price; and

WHEREAS, this Toro model is also available through state pricing, eliminating the need to seek quotes; and

WHEREAS, the proposed mower purchase is as follows:

Brand/Model	Vendor	Price
Toro Reelmaster 3575-D	MTI Distributing – Grimes, IA	\$66,078.95 (state price)

; and

WHEREAS, the purchase of this piece of equipment is included in the City’s proposed Capital Improvement Plan (CIP) in FY-24; and

WHEREAS, due to the anticipated 18 month wait time for delivery, the approval of this resolution allowing Community Services to order this mower now may actually put the delivery and payment out possibly as far as early FY-25; and

WHEREAS, City Staff recommends authorizing the Community Services Director to purchase said mower.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to purchase the Toro Reelmaster 3575-D from MTI Distributing of Grimes, Iowa for \$66,078.95 (state price) utilizing funds from the Golf Fund in FY-24 or FY-25.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving 3 year Professional Services Agreement for the City of Newton's GIS needs.

Report Number: 2022-72**Date:**

December 19, 2022

Summary:

Switching City of Newton GIS host services from Bolton/Menk Inc. to Schneider/Beacon.

Lead Department:

Utilities

Financial Impact:

Not to exceed \$30,000 annually; \$5,000 WPC, \$5,000 RUT, \$5,000 SWU, \$5,000, Waterworks \$5,000 Community Development & \$5,000 from Community Services.

Recommendation:

Approve

Background:

Bolton/Menk has been providing GIS services and has been the host provider of the City of Newton's GIS system for several years. This worked well for the data gathering portion of the city's GIS system, but now that there are tens of thousands of assets stored into the GIS system, it's not working as well for viewing and retrieving this data, since there only a few users that can view this data within the city organization.

Schneider Geospatial working with Beacon provides a much better GIS system for viewing as well as streamlining data importing and exporting with other asset management and work order systems, such as IworQ, used by Public Works and Utilities Departments. Schneider Geospatial LLC. working with Beacon is the same provider as the Jasper County Assessor's GIS system. This GIS system will have unlimited users and can be linked directly to the City of Newton's website for public viewing, as well as city staff use.

The costs are the same as currently allocated towards annual GIS expenses in the operating budgets; \$5,000 Water Pollution Control, \$5,000 Road Use Tax, \$5,000 Stormwater Utility, \$5,000, Waterworks \$5,000 Community Development & \$5,000 from Community Services.

Recommendation:

Approve 3 year professional services agreement for GIS hosting and services with Schneider Geospatial LLC. of Ankeny, Iowa, not to exceed \$30,000 annually, paid from \$5,000 Water Pollution Control, \$5,000 Road Use Tax, \$5,000 Stormwater Utility, \$5,000, Waterworks \$5,000 Community Development & \$5,000 from Community Services.

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING 3 YEAR PROFESSIONAL SERVICES AGREEMENT
FOR THE CITY OF NEWTON'S GIS NEEDS.**

WHEREAS, Bolton/Menk has been providing GIS services and has been be the host provider of the City of newton's GIS system for several years; and

WHEREAS, this worked well for the data gathering portion of the city's GIS system, but now that there are tens of thousands of assets stored into the GIS system, it's not working as well for viewing and retrieving this data, since there only a few users that can view this data within the city organization; and

WHEREAS, Schneider Geospatial Llc. working with Beacon provides a much better GIS system for viewing as well as streamlining data importing and exporting with other asset management and work order systems, such as IworQ, used by Public Works and Utilities Departments; and

WHEREAS, Schneider Geospatial Llc. working with Beacon, this system will have unlimited users and can be linked directly to the City of Newton's website for public viewing, as well as city staff use; and

WHEREAS, the costs are the same as currently allocated towards annual GIS expenses in the operating budgets.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the recommendation to enter into a 3 year professional services agreement for GIS hosting and services with Schneider Geospatial Llc. of Ankeny, Iowa, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said professional services agreement to be signed by the Mayor and City Clerk on behalf of the City, is hereby approved. The estimated annual cost of \$30,000 for the GIS services included in this agreement shall be paid from operating budgets, estimated at \$5,000 Water Pollution Control, \$5,000 Road Use Tax, \$5,000 Stormwater Utility, \$5,000, Waterworks \$5,000 Community Development & \$5,000 from Community Services.

PASSED this _____ day of December 2022.

APPROVED this _____ day of December 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **City of Newton, Iowa**, whose place of business is: 403 West 4th Street, North, Newton, IA 50208 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **Beacon** Portal Development with Add-ons

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system, if available and provided to CLIENT by Jasper County, Iowa.
- b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system, if available and provided to CLIENT by Jasper County, Iowa.
- c. Property sales history from CLIENT's CAMA real estate system, if available and provided to CLIENT by Jasper County, Iowa.
- d. Property sketches (if available and provided to CLIENT by Jasper County, Iowa, in a web-friendly image file format).
- e. Property photos (if available and provided to CLIENT by Jasper County, Iowa, in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel if available and provided to CLIENT by Jasper County, Iowa.
- i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- j. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by CLIENT:

a) **Account Management**

This add-on will allow CLIENT's **Beacon** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

b) **Document Access**

PROFESSIONAL will add document access report module(s) on CLIENT's **Beacon** site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in **Beacon**.

c) **Mailing Labels Generator**

Creates mailing list from the parcel search results list on the CLIENT's **Beacon** website. Allows mailing lists to be generated as mail merge compatible files: csv, .tab, or .xml; or as a PDF that is pre-formatted for Avery 5160 label sheets. Includes user instructions for generating the mail merge files.

d) **Rest Service Hosting**

PROFESSIONAL will host an ArcGIS Server based REST map service for CLIENT containing GIS spatial data layers from CLIENT's existing GIS data sources. CLIENT will share access to the map service for use in CLIENT's iWorQ asset management system. Pricing may be subject to change in the event of cancellation of CLIENT's existing **Beacon** hosting agreement.

B. **GIS Consulting –Onsite**

To begin the project PROFESSIONAL will be on-site for one (1) day to meet with GIS stakeholders (department heads, users, IT support, etc.). This ramp up period will be used to gain a quick understanding and assessment of the current layout of the overall GIS. This could include items such as reviewing the existing GIS architecture, layers and data maintenance procedures. There would be specific focus to streamline any processes relating to the CLIENT's existing **Beacon** website to bring more value to the public and other offices. The working relationships established, and knowledge learned will allow the development of working goals / plan for the upcoming year.

C. **GIS Consulting – Flex Time**

a. **Flex Consulting Time**

- i. CLIENT will have up to **forty-eight (48)** hours of flex (remote) consulting annually. This time could be used in as little as half-hour increments for items such as:
 - 1) Data packaging for custom requests
 - 2) Data review
 - 3) Map creation
 - 4) Custom GIS related requests (ex: ArcGIS Online, Collector)
 - 5) Remote training of GIS software (software not included)
 - 6) Assistance with applying GIS to specific tasks
- ii. Consulting services will be performed remotely.
- iii. Unused hours do not carry over past the end of the annual term. CLIENT is encouraged to utilize / schedule any unused hours remaining by the end of the eleventh month of the annual term.
- iv. If additional Flex Consulting time is needed an additional agreement would need to be signed.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **Beacon with Add-ons**

a. One-time Setup Cost:	\$12,936
Setup items:	
Core Setup:	Included
Mailing Label Generator	Included
b. Annual Hosting:	\$9,804
Beacon Hosting:	
Core Hosting:	Included
Map:	Included
Account Management:	Included
Document Access:	Included
REST Service Hosting:	Included

B. GIS Consulting—Onsite

a. One-time Cost for Onsite Consulting: \$1,620

C. GIS Consulting—Flex Time (48 hours/year)

a. Annual Cost for Flex Time: \$7,008

D. Payment Schedule

Year 1	January 1, 2023 – June 30, 2023:	\$16,494
	(Setup: \$6,468-Installment 1 of 2, Hosting/Flex: \$8,406-prorated. Onsite Consulting: \$1,620)	
Year 2	July 1, 2023 – June 30, 2024:	\$23,280
	(Setup: \$6,468-Installment 2 of 2, Hosting/Flex: \$16,812)	
Year 3	July 1, 2024 – June 30, 2025:	\$16,812

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through December 23, 2022.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
City of Newton, Iowa

By: _____

Print: _____

Title: _____

Date: _____

City of Newton Council Report

**Item:**

Resolution awarding a Professional Services Agreement for a Utility Rate Study.

Report Number: 2022-107**Date:**

December 19, 2022

Summary:

Hiring McClure Engineering to conduct a utility rate study and compare rates to other comparable cities.

Lead Department:

Utilities

Financial Impact:

\$15,000; \$5,000 Water Pollution Control, \$5,000 Storm Water Utility and Waterworks \$5,000.

Recommendation:

Approve

Background:

On November 8th city staff sent out a request for proposals to several engineering firms requesting proposals for a utility rate study and comparisons to other Iowa communities. On December 2nd, the request for proposals were opened and scored by a scoring committee, comprising of six city staff members.

McClure was chosen as the top proposal for the Utility Rate Study. McClure has a clear understanding of the scope of work, in addition to a wealth of experience with these types of studies, for a reasonable fee for the service provided.

Recommendation:

Approve a professional services agreement for a Utility Rate Study with McClure Engineering of Clive, Iowa.

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

RESOLUTION NO. 2022-_____

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR A
UTILITY RATE STUDY.**

WHEREAS, On November 8th city staff sent out a request for proposals to several engineering firms requesting proposals for a utility rate study and comparisons to other Iowa communities; and

WHEREAS, On December 2nd the request for proposals were opened and scored by a scoring committee, comprised six city staff members; and

WHEREAS, McClure was chosen as the top proposal for the Utility Rate Study. McClure has a clear understanding of the scope of work, in addition to a wealth of experience with these types of studies, for a reasonable fee for the service provided.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the recommendation to approve a professional services agreement for a Utility Rate Study with McClure Engineering of Clive, Iowa in the amount of \$15,000, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said professional services agreement to be signed by the Mayor and City Clerk on behalf of the City, is hereby approved. The cost of the Rate Study shall be paid from these enterprise funds; \$5,000 Water Pollution Control, \$5,000 Storm Water Utility and Waterworks \$5,000.

PASSED this _____ day of December 2022.

APPROVED this _____ day of December 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

December 13, 2022



MR. JODY RHONE

Public Works Director
403 W. 4th Street N, Suite 501
Newton, IA 50317

RE: AGREEMENT FOR PROFESSIONAL SERVICES | UTILITY RATE STUDY

Dear Mr. Rhone:

Thank you for considering McClure Engineering Company (Engineer) to provide professional services for analysis and comparison of Water, Sewer, and Stormwater utility rates (Utility Rate Study), hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Engineer's compensation for completion of services listed in the Basic Services Summary will be billed on a lump sum basis. Total compensation for completion of services, including travel and printing, will be \$15,000.00. Owner requested changes in project scope during the completion of the comparative analysis may result in additional fees for completion of services.

The City will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1 ½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

The City of Newton, IA (Owner) agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested, and that McClure will be given timely access to project information and project site(s), as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for City of Newton, IA and McClure. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

McClure Engineering Co.
Mr. Justin Humke, P.E.
1360 NW 121st Street
Clive, Iowa 50325
Phone: (319) 423-0322
Fax: (515) 964-2370
E-mail: jhumk@mcclurevision.com

City of Newton, MO
Mr. Jody Rhone
Public Works Director
403 W. 4th Street N, Suite 501
Newton, Iowa 50317
Phone: (641) 791-0827
E-mail: jodyr@newtongov.org

The following individual is designated as a secondary contact for McClure:

McClure Engineering Co.

Mr. Gary Brons,
1360 NW 12th Street
Clive, Iowa 50325
Phone: (515) 777-6624
Fax: (515) 964-2370
E-mail: gbrons@mcclurevision.com

This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions (2 pages), represent the entire understanding between Engineer and Owner in respect to this project. Following Owner review and approval, please sign two (2) hard copy originals of this agreement, retain one for City records, and return the other to the Engineer. The Engineer will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please contact me at the number provided above.

MCCLURE ENGINEERING COMPANY

By: 

Name: Gary Brons
Title: Vice President, Water

CITY OF NEWTON, IA

By: _____ Accepted this _____ day of _____ 2022.
Name:
Title:

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated December 13, 2022, by and between City of Newton, IA, and McClure Engineering Co., in respect to Utility Rate Study, the "Project" described therein.

SCOPE OF BASIC SERVICES

McClure will provide professional services for analysis and comparison of Water, Sewer, and Stormwater utility rates (Utility Rate Study) for the City of Newton. Services not detailed below are specifically excluded from the work and McClure assumes no responsibility to perform any services not specifically listed.

1.0 Identification of Comparative Peer Communities

- Gather data and provide recommendation of peer community group for Water, Sewer and Stormwater Utility Rate Analysis
- Recommendation will take into account population, grade classifications of water and wastewater facilities, treatment techniques, utility service data, and other applicable data.
- Engineer will submit DRAFT peer community listing for approval prior to finalization.

2.0 Comparative Community Rate Structure Analysis

- Gather water, sewer, and stormwater utility rates, service fees and policy data for residential customers of peer community group for analysis and tabulation.
- Analysis is anticipated to include the following:
 - Water Utility
 - Usage Rates
 - Base rate, including usage minimums
 - Volumetric rates above minimum, including steady, declining or conservation rate structures
 - Measurement (cubic feet or gallons) including increments
 - User Classifications (Residential, Commercial, Industrial, Other, etc.)
 - Outside City Limits Service Rates
 - Bulk Water Rates & Structures
 - Other Fees & Rate Policies
 - Permit & Tapping/Connection Fees
 - Disconnection & Service Restoration Fees
 - Including thresholds/policy for non-payment service termination
 - Meter Reading/Testing Fees
 - Deposit Fees
 - Policy for refunding deposits
 - Sewer Utility
 - Usage Rates
 - Base rate, including usage minimums
 - Volumetric rates above minimum, including steady, declining or conservation rate structures
 - Measurement (cubic feet or gallons) including increments
 - User Classifications (Residential, Commercial, Industrial, Other, etc.)
 - Outside City Limits Service Rates
 - Special Rates / Rates for High Strength Waste
 - Septic/Hauling Rates

- Other Fees & Rate Policies
 - Permit & Tapping/Connection Fees
 - Deposit Fees
 - Policy for refunding deposits
 - Stormwater
 - Service Fees
 - Unit Classification
 - ERU/ESU and area equivalency
 - Flat Fee
 - User Classifications (if applicable)
 - User Rates
 - Minimum Fee
 - Max Fee (if applicable)

3.0 Wholesale Regional Customer Rate Analysis

- Gather, analyze and tabulate wholesale water rates charges by cities to rural/regional water suppliers.
- Analysis is anticipated to include the following:
 - Water Utility
 - Peer Community Wholesale Water Customer Database
 - Wholesale Water Rate Data
 - Usage Rates
 - Base rate, including usage minimums
 - Volumetric rates above minimum, including steady, declining or conservation rate structures
 - Measurement (cubic feet or gallons) including increments
 - Other Fees & Rate Policies
 - Meter Reading and Maintenance Fees
 - Other service fees and service costs as applicable
 - Comparison of Internal (City) and Wholesale Customer Rates

4.0 Meetings with Owner and Delivery of Peer Community Rate Database

- Attend one meeting with Owner to present draft analysis.
- Preparation and submission of Technical Memo summary of the compiled data, including delivery of electronic copies of the Peer Community Rate Database.

ADDITIONAL SERVICES

If agreed to by the Owner and Engineer, Engineer will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with McClure's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and McClure.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'E'	Owner's Responsibilities to Consultant	☒	☐

McCLURE ENGINEERING COMPANY
CONSULTANT STANDARD TERMS AND CONDITIONS
 (Effective 1/1/2022 through 12/31/2022)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1** **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2** If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1** The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1** The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1** If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1** In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

- 12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor
- 12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
- 12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.
- 12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT B

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective 1/1/2023 through 12/31/2023)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$155 - \$175
Technician	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

City of Newton Council Report

**Item:**

Resolution accepting completion of the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project.

Report Number: 2022-60**Date:**

December 19, 2022

Summary:

Final Acceptance of the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project.

Lead Department:

Utilities

Financial Impact:

\$34,705.00 from the Newton Sanitary Landfill Enterprise Fund.

Recommendation:

Approve

Background:

The Public Works Department sought quotes for the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project. City Council passed a resolution on September 6, 2022 awarding a contract to Jetco Inc., of Altoona Iowa in the amount of \$38,176.00. The Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on measured quantities and dollar amount, is \$34,705.00.

Recommendation:

Accepting the completion of the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project making payment to Jetco Inc., of Altoona, Iowa in the amount of \$32,969.75 and authorizing the retainage amount of \$1,735.25 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

A handwritten signature in black ink, appearing to read "M. Stuchlik".

RESOLUTION 2022- _____

**RESOLUTION ACCEPTING COMPLETION
OF THE NEWTON SANITARY LANDFILL PUMP STATION #1 ELECTRICAL
CABINET UPGRADE PROJECT**

WHEREAS, the Public Works Department sought quotes for the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project; and

WHEREAS, City Council passed a resolution on May 16, 2022 awarding a contract to Jetco Inc., of Altoona Iowa in the amount of \$38,176.00; and

WHEREAS, the Public Works Director has signed the Statement of Completion Form stating that the project has been completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on measured quantities and dollar amount, is \$34,705.00 and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, and authorizes the Public Works Director to execute payment to Jetco Inc., of Altoona, Iowa in the amount of \$32,969.75 and authorizing the retainage amount of \$1,735.25 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Newton Sanitary Landfill Pump Station #2 Electrical Cabinet Upgrade Project.

Report Number: 2022-61**Date:**

December 19, 2022

Summary:

Final Acceptance of the Newton Sanitary Landfill Pump Station #2 Electrical Cabinet Upgrade Project.

Lead Department:

Utilities

Financial Impact:

\$36,325.00 from the Newton Sanitary Landfill Enterprise Fund.

Recommendation:

Approve

Background:

The Public Works Department sought quotes for the Newton Sanitary Landfill Pump Station #2 Electrical Cabinet Upgrade Project, and City Council passed a resolution on September 6, 2022 awarding a contract to Jetco Inc., of Altoona Iowa in the amount of \$36,325.00. The Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on measured quantities and dollar amount, is \$36,325.00.

Recommendation:

Accepting the completion of the Newton Sanitary Landfill Pump Station #2 Electrical Cabinet Upgrade Project making payment to Jetco Inc., of Altoona, Iowa in the amount of \$34,508.75 and authorizing the retainage amount of \$1,816.25 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

RESOLUTION 2022- _____

**RESOLUTION ACCEPTING COMPLETION
OF THE NEWTON SANITARY LANDFILL PUMP STATION #2 ELECTRICAL
CABINET UPGRADE PROJECT**

WHEREAS, the Public Works Department sought quotes for the Newton Sanitary Landfill Pump Station #2 Electrical Cabinet Upgrade Project, and City Council passed a resolution on September 6, 2022 awarding a contract to Jetco Inc., of Altoona Iowa in the amount of \$36,325.00 and;

WHEREAS, the Public Works Director has signed the Statement of Completion Form stating that the project has been completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on measured quantities and dollar amount, is \$36,325.00 and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, and authorizes the Public Works Director to execute payment to Jetco Inc., of Altoona, Iowa in the amount of \$34,508.75 and authorizing the retainage amount of \$1,816.25 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest 2023.

Summary:

City staff worked with Midwest Inflatables, based out of Ames, Iowa, to plan a fun entertainment package for what has been named the "Fun Zone" at Maytag Park during Saturday, June 10 of Newton Fest.

Financial Impact:

\$7,500.00 from Hotel/Motel Tax.

Report Number: 2022-62

Date:

December 19, 2022

Lead Department:

Community Development

Recommendation:

Approve

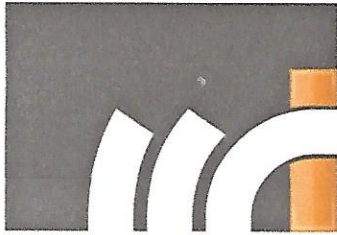
Background:

This entertainment option, which was first introduced in 2019, will feature four different inflatables, laser tag and a 70 ft obstacle course that can be enjoyed by residents of all ages. The items included in the package include laser tag, a mobile rock climbing wall, two obstacle courses, a children's bounce house, a toddler's bounce house and nine holes of mini golf. The package also includes generators, fuel replacement and staffing.

Recommendation:

Staff recommends approval of this resolution.

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



MIDWEST
INFLATABLES
Extreme Entertainment

CONTRACT / INVOICE

Midwest Inflatables, LLC

PO Box 1749

Ames, IA 50010-1749

515.450.6478

info@midwestinflatables.com

Contract Date

December 5th, 2022

Invoice Number

2023005

LESSEE INFORMATION

Lessee Name: City of Newton / Newton Fest

Lessee Address: 101 W 4th St S, Newton, IA 50208

Lessee Contact: Danielle Rogers 641-792-6622 x 2316 office, 641-521-9328 cell, danieller@newtongov.org

Alternate or Additional Contact:

Alternate or Additional Contact: N/A

Event Address: Maytag Park – 301 South 11th Ave W, Newton, IA 50208

LESSOR INFORMATION

Midwest Inflatables, LLC

PO Box 1749

Ames, Iowa 50010-1749

Lessor Contact:

Jeremy Boekelman 515.450.6478

jeremy@midwestinflatables.com

Type of Event / Event Name	Event Hours	Event Start Date	Event End Date	Setup Date	Teardown Date
2023 Newton Fest	Noon – 4:00 PM	June 10 th , 2023	June 10 th , 2023	June 10 th , 2023	June 10 th , 2023

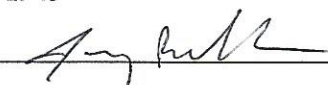
Equipment to be Leased / Services Provided	Quantity	Rate	Amount
ENTERTAINMENT PACKAGE	1	7500	\$7,500.00
1. Laser Tag with Staffing	1	N/A	Included
2. Mobile Rock Climbing Wall with Staffing	1	N/A	Included
3. New Obstacle Course with Staffing	1	N/A	Included
4. Caterpillar (Small Obstacle Course) with Staffing	1	N/A	Included
5. Wacky 5 in 1 Combo with Staffing	1	N/A	Included
6. Rescue Heroes with Staffing	1	N/A	Included
7. 9 Holes of Mini Golf (Unstaffed)	1	N/A	Included
8. Generators and Fuel Replacement	As Needed	N/A	Included

Payment Information	Package Price	\$7,500.00
Please make check payable to: Midwest Inflatables, LLC – PO Box 1749, Ames, IA 50010	Delivery Charge	Included
	Setup and Teardown	Included
	Subtotal	\$7,500.00
	Sales Tax	Tax Exempt
	Total	\$7,500.00
	Retainer with Contract	N/A
	Balance Due at Event	\$7,500.00

Representatives signing this contract must be at least 18 years of age and agree all the information is correct.

LESSOR: Midwest Inflatables, LLC – PO Box 1749, Ames, IA 50010-1749

LESSOR: Representative: Jeremy Boekelman

Signature:  **Date:** 12-5-2022

LESSEE: City of Newton / Newton Fest – 101 W 4th St S, Newton, IA 50208

LESSEE: Representative: _____ **Signature:** _____ **Date:** _____

Print Name

RESOLUTION NO. 2023- _____

**RESOLUTION APPROVING A CONTRACT FROM MIDWEST INFLATABLES, LLC
FOR NEWTON FEST ACTIVITIES.**

WHEREAS, the City's Comprehensive Plan contains a vision statement that states Newton is a progressive, family friendly community, a shining star of Central Iowa, and a place to call home, and

WHEREAS, the City's Comprehensive Plan led to the creation of Newton Fest as a family-friendly community event that would be a local and regional draw, and

WHEREAS, through private and public partnerships with other organizations, Newton Fest continues to grow each year, and

WHEREAS, City staff from the Community Development & Community Services Departments, have started planning the City's activities during Newton Fest, and

WHEREAS, City staff are planning to offer a variety of free and exciting activities during Newton Fest 2022 at Maytag Park, and

WHEREAS, has been working with Midwest Inflatables, LLC on bringing activities including inflatable inflatables, laser tag and an obstacle course to Newton Fest, and

WHEREAS, a contract must be signed to reserve the activities for Saturday, June 10, 2023 with the balance of \$7,500.00 due on the day of the event.

WHEREAS, City Staff recommends approval of this resolution approving a contract with Midwest Inflatables, LLC for activities including inflatables, laser tag and an obstacle course during Newton Fest 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is approving the contract.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Accents in Concrete	All	Service	\$ 4,650.00
Ahlers & Cooney P C	Legal Services	Service	\$ 120.00
Alliant Energy/IPL	All	Utilities	\$ 50,111.33
Alpha Media LLC	Community Marketing/Police	Service	\$ 1,900.00
Amazon Capital Services	All	Supplies	\$ 1,025.36
American Legal Publishing Corporation	Administration	Service	\$ 1,771.89
Barney's Services Inc	Police	Service	\$ 55.00
Black Hills Energy	All	Utilities	\$ 593.58
Bolton & Menk Inc	PW Admin/Street	Service	\$ 4,952.50
Bonnie's Barricades Inc	Executive	Service	\$ 1,599.60
Card Services	All	Supplies	\$ 3,694.37
CDW Government Inc	Cemetery/Fire/Parks	Equipment	\$ 2,408.50
Chemsearch	Parks	Supplies	\$ 830.14
Church, Mitchell	Fire	Reimbursement	\$ 10.00
Cintas	All	Service	\$ 661.00
Clapsaddle-Garber Assoc	Airport RESO 2020-111	Service	\$ 27,334.95
CMI Inc	Police	Equipment	\$ 1,850.00
Cole, Chris	Parks	Reimbursement	\$ 95.00
Con-Struct Inc	Airport RESO 2021-134	Service	\$ 52,231.55
Continental Research	Street	Supplies	\$ 327.31
DC Sports	Fire	Supplies	\$ 495.00
DH Pace Company	Water Pollution Control	Service	\$ 6,296.00
Elder Corporation	I&I Program	Service	\$ 5,723.75
EZ Lease	Fire/WPC	Service	\$ 245.01
Forbes Office Solutions	All	Supplies	\$ 797.30
Galls LLC	Police	Supplies	\$ 196.00
GameTime	Parks	Supplies	\$ 2,914.70
Garcia, Jose	Police	Reimbursement	\$ 153.75
Grainger Inc	Water Pollution Control	Supplies	\$ 30.03
Gralnek-Dunitz	Street Lighting	Supplies	\$ 45.00
Gregg Young Auto Center	Police	Service	\$ 1,850.24
Grimes Asphalt and Paving	Street	Supplies	\$ 2,312.00
Hamilton Glass	Fire	Service	\$ 64.95
Hawkeye Polygraph	Police	Service	\$ 350.00
Heisdorffer, Michele	Finance	Reimbursement	\$ 183.38
Hewitt Service Center	Street	Supplies	\$ 195.00
Hillyard / Des Moines	Fire	Supplies	\$ 383.99
HLW Engineering Group	Landfill	Services	\$ 2,487.60
Hometown Press	Landfill	Publication	\$ 10.37
Hotsy Cleaning Systems	Fire	Supplies	\$ 125.00
Hydro Klean	I&I Program RESO 2022-223	Service	\$ 34,994.96
Hy-Vee Inc	Executive	Supplies	\$ 204.24
IMWCA	All	Service	\$ 23,096.00
Interstate All Battery Center	Fire	Supplies	\$ 68.60
Iowa Dept of Natural Resources	Airport	License	\$ 130.00
Iowa Inspections	Fire	Service	\$ 1,200.00
Iowa Police Chiefs Association	Police	Dues	\$ 125.00
Iowa Pump Works	Water Pollution Control	Supplies	\$ 4,308.82
Jacobs Electric Motor	Fire	Service	\$ 176.81
Jerico Services Inc	Snow Removal	Supplies	\$ 1,120.00
JETCO Inc	Landfill RESO 2022-148/248	Service	\$ 67,478.50
Johnson Aviation	Airport	Reimb	\$ 48.14
Joni's Creations	Fire	Service	\$ 22.00
Kellogg Lawn & Snow	Golf	Supplies	\$ 3.40
Key Cooperative	All	Fuel	\$ 12,418.29

Keystone Labs	Water Pollution Control	Service	\$ 3,502.30
Kiesler's Police Supply	Police	Equipment	\$ 469.60
Kinetic Edge Physical Therapy	All	Service	\$ 1,284.00
Liberty Tire Services LLC	Landfill	Service	\$ 1,535.15
Lyman, Rick	Police	Service	\$ 216.20
Magnum Automotive	Fire/Police	Service	\$ 1,385.68
Manatts - D.M.	Cemetery/Street	Supplies	\$ 3,051.30
Martin Marietta Materials	Street	Supplies	\$ 1,247.65
McCall Monument	Cemetery	Supplies	\$ 330.00
McMaster-Carr	Water Pollution Control	Supplies	\$ 202.85
Mediacom	Golf	Utility	\$ 109.95
MG Laundry Corporation	City Center	Service	\$ 85.85
Michael Todd & Co	Landfill	Supplies	\$ 442.14
Mid Country Machinery	Landfill	Supplies	\$ 14,603.57
MTI Distributing Inc	Golf	Supplies	\$ 258.49
Municipal Emergency Services	Fire	Supplies	\$ 50.00
Murphy Tractor & Equipment	Landfill	Service	\$ 2,736.80
NAPA Auto Parts	All	Supplies	\$ 1,802.89
National Recreation and Park Association	Parks	Membership	\$ 180.00
News Printing Company	All	Services	\$ 5,442.74
Newton Community School	Police	Supplies	\$ 28.91
Newton Main Street	SSMID District	Supplies	\$ 2,657.00
O'Halloran International	City Garage	Supplies	\$ 296.86
Parkview Animal Hospital	Animal Control	Service	\$ 2,375.00
Per Mar Security Services	Landfill	Service	\$ 433.17
Pitney Bowes	Finance	Supplies	\$ 475.96
PJ's Deli	Executive	Service	\$ 224.35
Premier Office Equipment	Police	Service	\$ 372.67
Quill Corporation	All	Supplies	\$ 169.90
R J Thomas Mfg Co Inc	Parks RESO 2022-209	Supplies	\$ 24,019.20
RACOM Corporation	Police	Equipment	\$ 1,525.00
Reserve Account	Finance	Service	\$ 3,000.00
Sadler Power Train Truck Parts & Service	Landfill/Snow Removal/Street	Supplies	\$ 1,856.69
Smith Quality Rental	Cemetery/WPC	Supplies	\$ 135.64
Spahn & Rose Lumber Co	Fire/Parks	Supplies	\$ 296.88
Springer Professional Home Services	Golf	Service	\$ 46.20
Stanard & Associates	Police	Service	\$ 30.00
Superior Welding Supply	City Garage	Supplies	\$ 270.00
Terracon Consultants Inc	N Central TIF RESO 2021-213	Service	\$ 1,332.50
The Paper Corporation	All	Supplies	\$ 2,437.01
Theisen's	All	Supplies	\$ 1,190.29
TK Concrete Inc	Parks RESO 2022-241	Service	\$ 43,032.15
True Value Hardware	All	Supplies	\$ 387.08
Two Rivers Cooperative	City Garage/Landfill	Fuel	\$ 8,895.03
United Public Safety Inc	Police	Service	\$ 19.09
United States Cellular	All	Utilities	\$ 1,092.42
UnityPoint Clinic-Occupational	Administration	Service	\$ 42.00
UPHDM Occupational Medicine	Fire	Service	\$ 912.75
USABlueBook	Water Pollution Control	Supplies	\$ 2,357.79
Van Maanen Electric Inc	Fire/Parks RESO 2022-105	Service	\$ 21,159.25
Verizon Wireless	Disaster Services	Utilities	\$ 35.01
Walsh Door & Hardware	Police	Supplies	\$ 30.97
Water Department	All	Utilities	\$ 11,377.69
Windstream	Fire	Service	\$ 14.27
Woodruff Construction LLC	2021 Sewer Rev Bonds RESO 2022-285	Service	\$ 235,714.00
Zoll	Fire	Service	\$ 1,256.60
Grand Totals:			\$ 734,912.40

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utilities	\$ 1,065.01
Black Hills Energy	All	Utilities	\$ 485.62
Theisen Real Estate LLC	Curb Appeal Grant - RESO 2021-305	Rebate	\$ 50,000.00
Windstream	All	Utilities	\$ 1,280.74
Total			\$ 52,831.37

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 13,920.00
Bank Iowa	All	Insurance	\$ 5,220.00
Great Southern Bank	All	Insurance	\$ 290.00
Kabel	All	Insurance	\$ 50.00
Payroll 10-28-22	All	Payroll	\$ 394,849.78
Payroll 11-11-22	All	Payroll	\$ 457,173.92
Payroll 11-25-22	All	Payroll	\$ 390,831.57
Mutual of Omaha	All	Insurance	\$ 4,966.10
Great Southern Bank	Golf	Fees	\$ 715.03
Met Life Dental	All	Insurance	\$ 10,694.31
State of Iowa	General	Sales Tax	\$ 4,226.62
Wellmark BC/BS	All	Insurance	\$ 174,902.38
Total:			\$ 1,457,839.71

Newton Waterworks Disbursements 12-20-22

Vendor	Department	Description	Amount
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 40,564.23
BLACK HILLS ENERGY	Waterworks	SERVICE	\$ 181.72
CDW GOVERNMENT	Waterworks	SUPPLIES	\$ 505.08
CHEM-SULT, INC	Waterworks	SUPPLIES	\$ 1,275.00
CITY OF NEWTON	Waterworks	SERVICE	\$ 20,356.19
CITY OF NEWTON - LANDFILL	Waterworks	SERVICES	\$ 200.75
CITY OF NEWTON- PUBLIC WORKS	Waterworks	SERVICE	\$ 468.84
CONVERGINT TECHNOLOGIES LLC	Waterworks	SERVICE	\$ 499.50
CORE & MAIN LP	Waterworks	SUPPLIES	\$ 222.55
DOBBS, KRYSTAL & SHAWN	Waterworks	REFUND	\$ 4.17
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 31.83
HACH CHEMICAL COMPANY	Waterworks	SUPPLIES	\$ 96.17
HAWKINS INC	Waterworks	SUPPLIES	\$ 4,811.16
HYVEE	Waterworks	SUPPLIES	\$ 32.40
IOWA REGIONAL UTILITIES ASSOCIATION	Waterworks	SERVICE	\$ 1,025.57
IOWA RURAL WATER ASSOCIATION	Waterworks	SERVICE	\$ 150.00
JACEE COOPER & ALEX SPANGENBURG	Waterworks	REFUND	\$ 85.86
KIKIS	Waterworks	REFUND	\$ 65.00
KINETIC EDGE PHYSICAL THERAPY	Waterworks	SERVICE	\$ 360.00
KOLPIN, JOSEPH	Waterworks	SERVICE	\$ 45.50
LAMBERTUS, MARGARET & JERRY	Waterworks	REFUND	\$ 11.72
MANATTS	Waterworks	SUPPLIES	\$ 3,714.55
MARTIN MARIETTA MATERIALS	Waterworks	SUPPLIES	\$ 1,247.99
MCGINLEY, DANIEL & KARLEIGH	Waterworks	REFUND	\$ 74.55
MICROBAC LABORATORIES, INC	Waterworks	SERVICE	\$ 232.25
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 11,306.90
MOON, ANDREW	Waterworks	REFUND	\$ 19.55
MUNICIPAL SUPPLY INC	Waterworks	SUPPLIES	\$ 4,476.13
SHAFFER, LINDSEY	Waterworks	REFUND	\$ 76.38
SHARRAI, JAMES & ALEXIS	Waterworks	REFUND	\$ 66.00
STAR EQUIPMENT LTD	Waterworks	SUPPLIES	\$ 27.50
STATE HYGIENIC LABORATORY	Waterworks	SUPPLIES	\$ 20.00
TAYLOR, JON	Waterworks	SERVICE	\$ 54,264.19
THE PAPER CORPORATION	Waterworks	SUPPLIES	\$ 239.65
THEISEN'S	Waterworks	SUPPLIES	\$ 93.98
US CELLULAR	Waterworks	SERVICE	\$ 124.83
UTILITY EQUIPMENT CO	Waterworks	SUPPLIES	\$ 459.07
VAN MAANEN ELECTRIC, INC.	Waterworks	SUPPLIES	\$ 73.20
VISA	Waterworks	SERVICE	\$ 751.15
WINDSTREAM	Waterworks	SERVICE	\$ 772.72
WINDSTREAM COMMUNICATIONS, INC	Waterworks	SERVICE	\$ 510.00
ZIEGLER INC	Waterworks	SERVICE	\$ 770.74
TOTAL:			\$ 150,314.57

City of Newton Council Report

**Item:**

Public Hearing on a Resolution Approving the Purchase and Redevelopment Agreement for Real Property at 1312 East 6th Street South, Newton, Jasper County, Iowa.

Report Number: 2022-70**Date:**

December 19, 2022

Summary:

Faith & Jonas Brant have offered \$5,000 to purchase the cleared D&D lot with a commitment to build an approximately 1800 sq. ft. residence on the property.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$5,000 to the D&D Program Funds

Background:

Faith and Jonas Brant, of Des Moines, IA, have offered \$5,000 for the City-owned property at 1312 East 6th Street South. In their letter of offer, Mr. and Mrs. Brant write,

"We are excited to be moving from Des Moines to Newton and getting back to our 'small town roots.' Newton has checked all of our boxes with what the city has to offer..."

The prospective buyers have included sample plans and images of the home they desire to build (see attached purchase and redevelopment agreement). It includes three bedrooms/office, two bathrooms, a laundry room, an open floor plan for the dining/great room/kitchen. Construction is anticipated to begin in 2023.

The attached purchase and redevelopment agreement specifies the purchase price, the form of the deed (special warranty deed), and conditions placed on the deed (including construction requirements, timeline and right of reversion).

Recommendation:

Staff recommends approval of the resolution.

A handwritten signature in black ink, appearing to read "M. Stuebel".

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE PURCHASE AND REDEVELOPMENT
AGREEMENT FOR REAL PROPERTY AT 1312 EAST 6TH STREET
SOUTH, NEWTON, JASPER COUNTY, IOWA.**

WHEREAS, Faith and Jonas Brant has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 1312 East 6th Street South, legally described as:

LOT 14 OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY IOWA, ALSO KNOWN AS "LISTER'S ACRES", AS APPEARS IN PLAT BOOK D PAGE 7 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

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

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

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

That the attached Purchase and Redevelopment Agreement for property at 1312 East 6th Street South be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **1312 EAST 6TH STREET SOUTH (Parcel #1303202007)**, is made on or as of the ____ day of December, 2022, by and between the City of Newton, Iowa (hereinafter "City"), and Jonas & Faith Brant, 3412 Brook Ridge Ct, Des Moines, IA 50317. (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Five Thousand Dollars (\$5,000.00)** (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

1312 East 6th Street South, legally described as: LOT 14 OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY IOWA, ALSO KNOWN AS "LISTER'S ACRES", AS APPEARS IN PLAT BOOK D PAGE 7 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty Deed and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

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

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

SECTION 6. IMPROVEMENTS. The Buyer shall be responsible for making improvements to the property as follows:

- a) Construction an approximately 1800 square foot home substantially similar to plans shown in "Attachment A" of this agreement, which meets all adopted applicable codes for the City of Newton and State of Iowa. A building permit application shall be submitted for review/approval by June 1, 2023 with construction commencing no later than August 1, 2023. Construction of the new home shall be completed by June 30, 2024 or the right of reversion may be exercised by the City.

The buyer may request an extension of these deadlines and approval of any extension shall be given by resolution of the Newton City Council.

SECTION 7. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. The Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of the City, prior to when the construction of the improvements has been completed and the City has issued a Certificate of Completion.

SECTION 8. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of the Buyer to timely construct certain improvements, the City will furnish the Buyer with a Certificate of Completion so certifying. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If the City shall refuse or fail to provide certification in accordance with this Section, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating with detail in what respects the Developer has failed to complete the improvements in accordance with this Agreement, or its otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

SECTION 9. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

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

SECTION 10. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

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

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

SECTION 11. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 12. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 13. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

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

(SEAL)

CITY OF NEWTON, IOWA

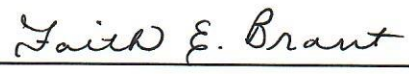
By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER(S):

By: 
Jonas Brant

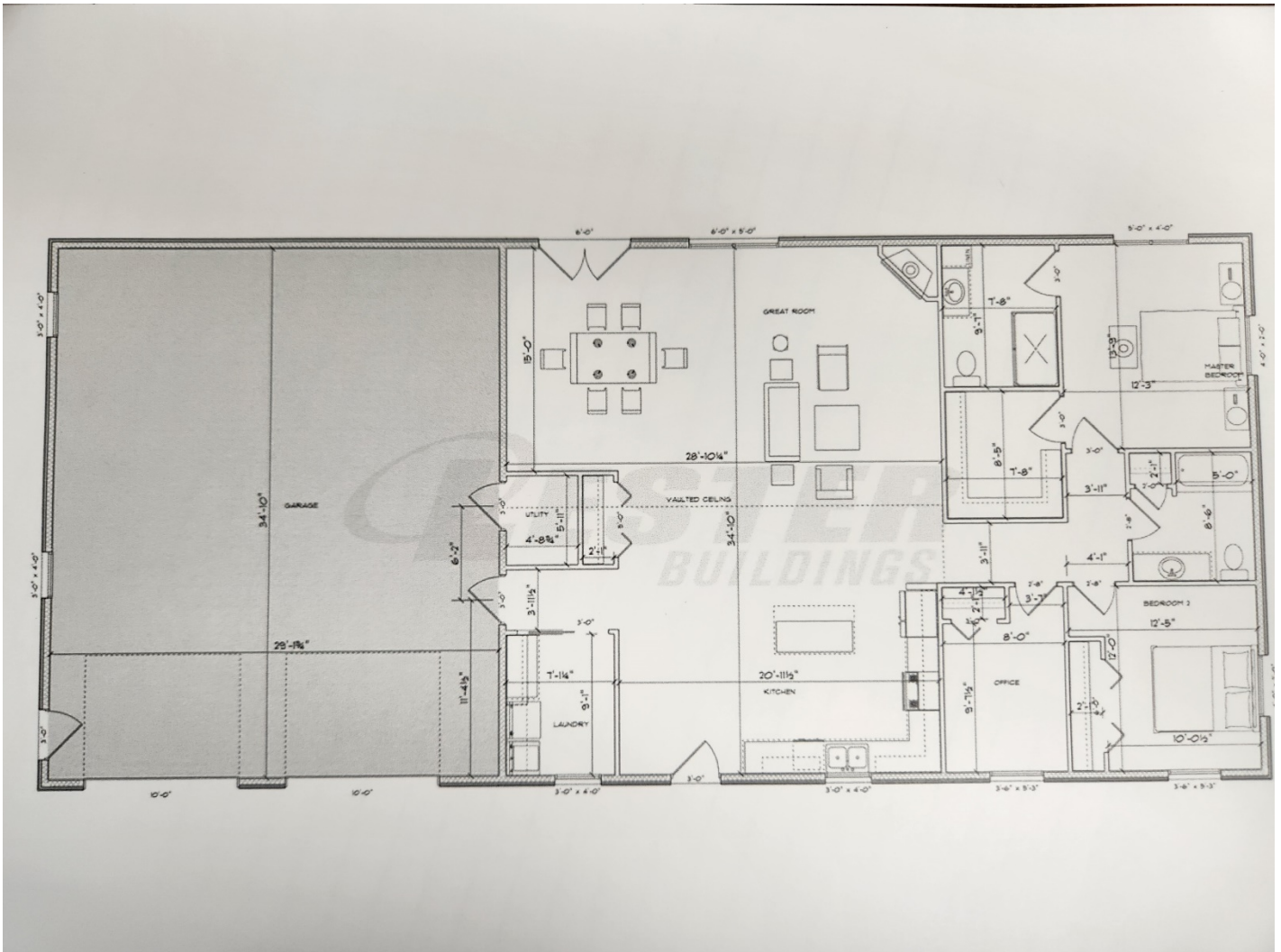
By: 
Faith Brant

ATTACHMENT A.

Sample Renderings



Sample Floor Plan



City of Newton Council Report

**Item:**

Public Hearing on a Resolution awarding a contract for the Newton Public Library Roofing Replacement Project.

Report Number: 2022-159**Date:**

December 19, 2022

Summary:

This resolution awards a contract for roofing replacement at the Newton Public Library.

Lead Department:
Library**Financial Impact:**

\$772,815.00 to be paid using \$200,000 from General Fund Bonds, \$18,500 from General Funds Bonds Rem. Balance, \$481,500 from General Fund Reserves, and the remaining from private funds.

Recommendation:
Approve**Background:**

Following a facility assessment report conducted by Studio MELEE in 2019, it was determined that the Library roof is at the end of its useful life and needs replaced. In 2022, the Library hired Studio MELEE again to design and release bid documents to replace the roofing systems on the Library. The bid documents included two add alternates; Alternate #1 was an increase of warranty from 30-years to 35-years (if available by mfg.), and Alternate #2 was to replace additional soffits, not impacted by roofing replacement. On December 9th, 2022, three bids were received for this project, which are outlined below.

<u>Modern Builders:</u>	Base Bid:	\$961,600.00	
	Alternate #1:	N/A	
	Alternate #2:	\$11,000.00	
<u>For Sure Roofing:</u>	Base Bid:	\$1,022,211.00	
	Alternate #1:	\$219,775.00	
	Alternate #2:	\$52,740.00	
<u>Hopkins Roofing:</u>	Base Bid:	\$772,815.00	*Apparent Low*
	Alternate #1:	\$256,000.00	
	Alternate #2:	\$20,000.00	

After review by the Library Board, Alternates #1 & #2 will not be accepted. The Library Board approved moving forward with the apparent low bidder, Hopkins Roofing, for the base bid scope of work, on Thursday, December 15th at their regularly scheduled Board meeting.

Recommendation:

City Staff recommends that Council award a contract to Hopkins Roofing of Pella, Iowa in the amount of \$772,815.00.

Miss Stuel

RESOLUTION 2022- _____

RESOLUTION AWARDING CONTRACT FOR NEWTON PUBLIC LIBRARY ROOF REPLACEMENT PROJECT

WHEREAS, the Newton Public Library Roof is over 30 years old, is leaking in numerous areas throughout the building, and is in critical condition. The degradation of the current roof puts the library collection in danger of damage and increases the potential for mold accumulation in the attic putting staff and the public at risk; and

WHEREAS, Replacement of the roof will cease the damaging leaks, increase energy efficiency, and safeguard the library’s collection for another 30+ years; and

WHEREAS, Newton Public Library contracted with Studio MELEE who prepared a bid package for said work and sought bids from numerous contractors in central Iowa; and

WHEREAS, the following bids were received on December 9th, 2022:

<u>Modern Builders:</u>	Base Bid:	\$961,600.00	
	Alternate #1:	N/A	
	Alternate #2:	\$11,000.00	
<u>For Sure Roofing:</u>	Base Bid:	\$1,022,211.00	
	Alternate #1:	\$219,775.00	
	Alternate #2:	\$52,740.00	
<u>Hopkins Roofing:</u>	Base Bid:	\$772,815.00	*Apparent Low*
	Alternate #1:	\$256,000.00	
	Alternate #2:	\$20,000.00	

; and

WHEREAS, the apparent low bid has been approved and recommended by the Newton Public Library Board at their December 15th board meeting to award a contract to Hopkins Roofing of Pella, Iowa for the Newton Public Library Roofing Replacement Project based on the low responsive, responsible bid received in the amount of \$772,815.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from Hopkins Roofing of Pella, Iowa in the amount of Seven Hundred and Seventy-two Thousand, Eight Hundred Fifteen Dollars and Zero Cents (\$772,815.00) for the Newton Public Library Roof Replacement 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 \$200,000 from General Fund Bonds, \$18,500 from General Funds Bonds- Rem. Balance, \$481,500 from General fund reserves, and the remaining from private funds.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Hopkins Roofing of Pella, Iowa for the Newton Public Library Roof Replacement 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 December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a Moral Obligation Pay benefit to Sullivan Auto Body for Brian Cibula's vehicle damages caused by the City of Newton.

Report Number: 2022-83**Date:**

December 19, 2022

Summary:

Reimbursement for vehicle damage.

Lead Department:

Administration

Financial Impact:

\$2414.53 less a 75% reimbursement from ICAP (\$1810.90) = \$603.63

Recommendation:

Approve

Background:

On November 30, 2022, a Newton Fire Department ambulance was involved in a minor accident which resulted in damage to Brian Cibula's rear bumper. Under Iowa Code Chapter 1087, there is no legal liability for municipalities as afforded by the emergency response immunity relating to emergency vehicles. However, the City of Newton feels a Moral Obligation to Pay as Mr. Cibula was an innocent bystander. Under the Moral Obligation to Pay benefit, *Iowa Communities Assurance Pool (ICAP)*, the cities' liability insurance company will reimburse the city up to 75% of the cost once approved by council.

Recommendation:

Staff recommends approval.

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

RESOLUTION NO. 2022-____

RESOLUTION APPROVING A MORAL OBLIGATION PAY BENEFIT TO SULLIVAN AUTO BODY FOR BRIAN CIBULA'S VEHICLE DAMAGES CAUSED BY THE CITY OF NEWTON

WHEREAS, On November 30, 2022, a Newton Fire Department ambulance was involved in a minor accident which resulted in damage to Brian Cibula's rear bumper; and

WHEREAS, Under Iowa Code Chapter 1087, there is no legal liability for municipalities as afforded by the emergency response immunity relating to emergency vehicles; and

WHEREAS, the City of Newton feels a Moral Obligation to Pay as Mr. Cibula was an innocent bystander; and

WHEREAS, Under the Moral Obligation to Pay benefit, Iowa Communities Assurance Pool (ICAP), the cities' liability insurance company will reimburse the city up to 75% of the cost once approved by council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the payment to Sullivan Auto Body in the amount of \$2414.53.

PASSED this ____ day of December 2022.

APPROVED this _____ day of December 2022.

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an amended Development Agreement with The Circle Development, LLC.

Report Number: 2022-84**Date:**

December 19, 2022

Summary:

Project Fastpitch continues to work through the complicated process of financing the development project, taking longer than expected. It is necessary to revise the dates in the previously approved development agreement into the future.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

No Change. (Additional Legal Fees cost to be recovered through Development Agreement)

Background:

The City Council entered into the original development agreement with Circle Development LLC with a date of December 23, 2020.

The First Amended Development agreement, dated December 23, 2021, provided the following change:

- Update the provisions related to the Assessment Agreement and the period during which rebates are to be paid to the developer.

Now, the Second Amended Development agreement is proposed to adjust the dates throughout the agreement further into the future as the developer works on financing, which has delayed construction start. These amendments are as follows:

- Project Construction date from December 31, 2022 to December 31, 2024
- Minimum Assessment date from January 1, 2023 to January 1, 2025 and the associated rebate schedule of 20 years from an end date of 2044 to 2046
- Commencement date for Certification from October 15, 2023 to October 15, 2025
- Increasing the City's legal costs withholding from the TIF rebates from \$15,000 to \$17,000 to cover the legal cost of preparing the "Second Amended Development Agreement."

Recommendation:

Staff recommends approval of the resolution.

MM Steel

APPROVE AMENDED DEVELOPMENT
AGREEMENT

(The Circle Development, LLC)

504612-31

Newton, Iowa

December 19, 2022

A meeting of the City Council of the City of Newton, Iowa, was held at _____ p.m., on December 19, 2022, at the _____ in the City, 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 _____

Resolution Approving Amended Development Agreement with The Circle Development, LLC

WHEREAS, the City of Newton, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, the City previously entered into a certain development agreement, dated December 23, 2020 (the “Original Agreement”), with The Circle Development, LLC (the “Company”) in connection with the development, construction and operation of a sports, recreation, entertainment and hospitality complex by the Company in the Urban Renewal Area (the “Project”); and

WHEREAS, the City and the Company entered into an amended development agreement, dated December 23, 2021 (the “First Amended Agreement”), which (1) updated the provisions related to the Assessment Agreement (as defined in the First Amended Agreement); (2) adjusted the time period during which the City will make incremental property tax payments to the Company; and (3) made other related changes; and

WHEREAS, the City and the Company now propose to amend the First Amended Agreement in order to (1) update the completion date of the Project; (2) update the First Valuation Date (as defined in the First Amended Agreement) set forth in the Assessment Agreement; (3) adjust the time period during which the City will make incremental property tax payments to the Company; and (4) make other related changes; and

WHEREAS, a second amended development agreement (the “Second Amended Agreement”) has been prepared to set forth the new understanding between the City and the Company, and it is now necessary to make provision for its approval; and

WHEREAS, a certain amended Assessment Agreement (the “Amended Assessment Agreement”) has been prepared as an accompaniment to the 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;

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 income, 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 Company.

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

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on December 19, 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, 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 an amended development with The Circle Development, LLC.

WITNESS MY HAND hereto affixed this _____ day of _____, 2022.

City Clerk

December 12, 2022

Via Email

Matt Muckler
City Administrator/City Hall
Newton, IA

Re: The Circle Development, LLC Second Amended Development Agreement
File No. 504612-31

Dear Matt:

Attached please find proceedings covering the adoption of a resolution approving the Amended Agreement with The Circle Development, LLC.

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

Please contact Amy Bjork, Erin Regan, Severie Orngard, or me if you have questions.

Best regards,

John Danos

Attachments

cc: Katrina Davis
Lisa Frasier
Erin Chambers

SECOND AMENDED DEVELOPMENT AGREEMENT

This Second Amended Development Agreement is entered into between the City of Newton, Iowa (the “City”) and The Circle Development, LLC (the “Company”) as of _____, 2022 (the “Commencement Date”).

WHEREAS, the City has established the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Company has proposed to undertake the development, construction and operation of a sports, recreation, entertainment and hospitality complex on the Property (“the Project”); and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2024; and

WHEREAS, the City and the Company entered into a Development Agreement (the “Original Agreement”) dated December 23, 2020, pursuant to which the City agreed to provide tax increment financing assistance to the Company with respect to the Project; and

WHEREAS, the City and the Company entered into an Amended Development Agreement (the “First Amended Agreement”) dated December 23, 2021 in order to (1) update the provisions related to the Assessment Agreement (as hereinafter defined); (2) adjust the time period during which the City will make incremental property tax payments to the Company; and (3) make other related changes; and

WHEREAS, it is now necessary to amend the First Amended Agreement to (1) update the completion date of the Project; (2) update the First Valuation Date (as hereinafter defined) set forth in the Assessment Agreement; (3) adjust the time period during which the City will make incremental property tax payments to the Company; and (4) make other related changes; and

WHEREAS, this Second Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the First Amended Agreement; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$32,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company submitted to the City a detailed preliminary site plan (the "Site Plan") on September 16, 2019 for the development of the Project, which is set forth as Exhibit B hereto. The Company agrees to construct the Project in substantial conformance with the Site Plan and to substantially complete such construction by no later than December 31, 2024.

2. Minimum Assessment Agreement. The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Twenty-Five Million Dollars (\$25,000,000) (the "Minimum Assessed Valuation") as of January 1, 2025 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

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

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

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

Payment Year	Annual Percentage
First through Tenth Payment Year	100%
Eleventh through Twentieth Payment Year	72.3646%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Insurance.

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

- (i) Builder’s risk insurance, written on the so-called “Builder’s Risk—Completed Value Basis,” in an amount equal to one hundred percent (100%) of the insurable

value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

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

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

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

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

- a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the construction of the Project.
- b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company is required to insure against under this Agreement in connection with the Project and/or the Property; and

c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

8. Default Provisions.

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

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iii) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

9. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of the Original Agreement, the First Amended Agreement and this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$17,000 or (2) the Actual Admin Costs on a one-time basis from the initial Payment, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$13,525,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding the initial Payment under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2046, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2044.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Jasper County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

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

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2046 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa more particularly described as follows:

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

Legal: All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

Parcel 4:

Parcel ID: 1301300011

Legal: Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

Parcel 5:

Parcel ID: 1301300012

Legal: Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

EXHIBIT B

SITE PLAN

EXHIBIT C

FORM OF ASSESSMENT AGREEMENT

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

Preparer Information: (name, address and phone number)

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

Return Document To:

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

City:

City of Newton, Iowa

Property Owner:

The Circle Development, LLC

Legal Description: See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the 2019 Sports Entertainment Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the development, construction and operation of a sports, recreation, entertainment and hospitality complex on the Property; and

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

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2025, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

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

1. Effective January 1, 2025, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Twenty-Five Million Dollars (\$25,000,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2025, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Michael Hansen and Katrina Davis, the Mayor and City Clerk, respectively, of Newton, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
)
COUNTY OF POLK) SS:

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

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

AND

Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

AND

Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Twenty-Five Million Dollars (\$25,000,000) until termination of the Agreement.

County Assessor for Jasper County,
State of Iowa

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

Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

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

EXHIBIT D

COMPANY'S ESTIMATE WORKSHEET

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

Payment Year	Annual Percentage
First through Tenth Payment Year	100%
Eleventh through Twentieth Payment Year	72.3646%

City of Newton Council Report

**Item:**

Resolution approving a reorganization of the Newton Police Department supervisory staff.

Report Number: 2022-85**Date:**

December 19, 2022

Summary:

Resolution approving a reorganization of the Police Department supervisory staff.

Lead Department:

Police

Financial Impact:

Less than \$5000 from FY23 general fund budget.

Recommendation:

Approve

Background:

In evaluating the effectiveness of the current Police Department supervisory personnel and in preparation for the creation of a code enforcement division and upcoming retirements, an adjustment in the current supervisor staff structure is needed to provide additional capacity and development for future needs. The Police Department is currently authorized to staff three (3) Police Lieutenants and three (3) Police Sergeants. All of the current Lieutenants and two of the Sergeants are assigned to the Patrol Division, while one Sergeant is assigned to the Investigations Division, overseeing four employees. The City Council recently established goals for FY24, and one of those goals is the creation of a Code Enforcement Division and the addition of two employees to handle code enforcement complaints. Currently, the Chief of Police is directly overseeing the work of the two Community Service Officers. With the addition of two more employees and the creation of a new division within the Police Department, the Chief is not going to have the capacity to continue doing so.

In an effort to provide the proper oversight for the new Code Enforcement Division, the Police Department proposes the Sergeant assigned to the Investigations Division be promoted to the rank of Lieutenant, which would allow that position to oversee the operations of the Investigations and newly created Code Enforcement Division. The Sergeant position currently assigned to the Investigations Division would be temporarily eliminated. This proposal, if approved, would bring the authorized supervisory staff to four (4) Lieutenants and two (2) Sergeants. The staff member that would be eligible for the promotion would move from a Range 8 - Step 10 to a Range 10 - Step 6 on the City's Pay Matrix. The effective date of this proposal would be January 1, 2023.

All of the Police Department's Lieutenants will be retired in 5 years or less, with the first retirement scheduled for 2025, and this additional Lieutenant position will provide an opportunity for professional growth and development in preparation for the three senior Lieutenants' departure. The Police Department will revisit the rank structure in 2025 and at that time, based on an analysis of current and future operations, will likely recommend the creation of a Police Captain position, elimination of two Police Lieutenant positions and the

re-implementation of a Police Sergeant Position. This will allow for greater administrative capacity and set the department up for a solid succession plan for the next decade and beyond.

Recommendation:

Staff recommends approval of this resolution.

A handwritten signature in black ink, appearing to read "Matt Stuebel". The signature is written in a cursive, flowing style with a large initial "M".

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING A REORGANIZATION OF THE POLICE DEPARTMENT
SUPERVISORY STAFF

WHEREAS, Police Department staff consistently evaluates operations and believes there are areas within operations that would benefit from a reorganization and would provide additional capacity, improved collaboration and effectiveness, and greater attention to core needs and services; and

WHEREAS, a Police Lieutenant position is created; and

WHEREAS, a Police Sergeant position is eliminated; and

Position	Current Authorization	Proposed Authorization	Reporting to:
Police Lieutenant	3 FTE	4 FTE	Chief of Police
Police Sergeant	3 FTE	2 FTE	Chief of Police

WHEREAS, the stated changes were presented to the Employee Relations Committee (ERC) and the ERC recommended the changes be made.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the proposed changes as stated effective January 1, 2023.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the granting of a downtown improvement grant to Hal Snedeker for the building located at 114-118 1st Avenue East, Newton.

Report Number: 2022-108**Date:**

December 19, 2022

Summary:

At their meeting on December 12, 2022, the Downtown Grant Review Board recommended approval of the multi-pronged grant project at 114-118 1st Avenue East for restaurant improvements, awning removal, and new awning.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$19,731.50 of bonded Downtown Grant Funds

Background:

The subject property, historically known as the Clarkson building, is considered a contributing structure to the historic district. The Main Street Iowa architect visited the property in 2014 and provided a design rendering, which has informed the proposed awning work.

Project Consideration #1- Awning Removal. Storefronts are eligible for a grant for awning and awning removal. The subject property utilizes a single awning structure over three storefronts (see highlighted portions of the historical information referencing the three bays). As such, the Downtown Grant Board considered a maximum allowance of \$7,500 for the awning removal area (\$2,500 x 3).

The applicant has submitted a bid that stipulates the tear off and disposal of the non-historic cedar shakes material and inspection/repair/rebuild of the underlying structure as necessary. Preferred Contracting of Iowa is the bidding contractor. Total cost of this project is \$2,160.00. A 1:1 match is required. Thus, the property is eligible for awning removal grant of up to \$1,080.00.

Project Consideration #2- Awning Rebuild. As mentioned in the previous section, storefronts are eligible for a grant for a new awning. The subject property utilizes a single awning structure over three storefronts. As such, the Downtown Grant Board considered the eligibility of potentially three awnings on this building and determined a maximum grant allowance for the new awning project of \$7,500 (\$2,500 x 3).

The applicant has submitted a bid that stipulates repair/rebuild of the awning structure, installing new weather resistant measures (flashing, etc.), and install new Brava Roof Tile (see sample at the meeting) in a terra cotta color to match the existing upper roof tile on the

building. The end result aligns with the rendering prepared in 2014 by the Main Street Iowa Architects (attached).

Preferred Contracting of Iowa is the bidding contractor. Total cost of this project is \$8,965.00. A 1:1 match is required. Thus, the property is eligible for a new awning grant of up to \$4,482.50 for the three storefronts.

Project Consideration #3- Restaurant Improvements Grant. The Downtown Improvement Grant program also includes a grant opportunity for restaurant improvements.

Specifically, the grant program instructions stipulate: A property or business may receive one award for equipment to support the conversion of a historic building into a restaurant. Eligible expenses include equipment that is considered semi-permanent to the building such as hood and ventilation systems, fire suppression, grease interceptors. May receive one award per business address.

The applicant has submitted quotes for grease trap, hood material & fabrication with stack/fire-wrap, install. In addition, a quote for various kitchen equipment fixtures from Law Equipment was also submitted. However, the Downtown Grant Board determined that items such as sinks, working tables/stands, refrigerators, fryers, etc. are not eligible expenses under this grant category as they are not equipment expenses, which are complicated by the fact that the restaurant is locating within a historic building.

Grease Trap: Warnick Mechanical provided the quote for the work associated with the installation of a new grease trap. The quote provided was \$2,889.00. Subject work requires a permit.

Hood Quote: The applicant provided a quote from Zach Meinders, JZ Refrigeration, Des Moines. The total quote was \$25,450.00. Subject work also requires a permit. Total Restaurant Equipment Eligible Expenses (Hood System & Grease Trap) is \$28,339. Thus, the property is eligible for a restaurant equipment grant of \$14,169.00.

Funding Summary: The Downtown Grant Review Board recommended approval of the three projects for a total maximum grant of \$19,731.50, provided a 1:1 match is met for each program area and licensed plumbing/mechanical contractor(s) obtain permits and inspections prior to completing the work.

Recommendation:

Staff recommends approval.

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

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE GRANTING OF A
DOWNTOWN IMPROVEMENT GRANT TO HAL SNEDEKER
FOR THE BUILDING LOCATED AT 114-118 1ST AVENUE
EAST, NEWTON**

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

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

WHEREAS, Hal Snedeker submitted an application requesting funds for 114-118 1st Avenue East for awning removal, new awning, and restaurant improvements; and

WHEREAS, the Downtown Grant Review Board, at their meeting on December 12, 2022, recommended approval of multi-faceted project; and

WHEREAS, The Downtown Grant Review Board recommended the granting of funds in a total amount up to \$19,731.50, provided a 1:1 match is met by the applicant for each individual program area;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Hal Snedeker for awning removal with a maximum \$1,080.00, for new awning with a maximum \$4,482.50 and for restaurant improvements with a maximum \$14,169.00 at 114-118- 1st Avenue East as a reimbursement after work is completed and a 1:1 match is met for each program area;

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

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Hal Snedeker**

This Agreement made and entered into this _____ day of _____ 2022 by and between the City of Newton, Iowa, hereinafter called "City" and Hal Snedeker, 2013 North 5th Avenue East, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 114-118 1st Avenue East in Newton; and

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

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$1,080.00** in grant funds for awning removal, provided a 1:1 match is met for this program area.
- 2.) The Applicant will receive **up to \$4,482.50** in grant funds for new awning installation, provided a 1:1 match is met for this program area.
- 3.) The Applicant will receive **up to \$14,169.00** in grant funds for restaurant equipment, provided a 1:1 match is met for this program area.
- 4.) The Project shall be completed before December 5, 2023
- 5.) The City of Newton will provide the grant funding as a reimbursement of completed work.

- a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 6.) The applicant will match provide a 1:1 match to the grant funds for each specific program area.
- 7.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.
- 8.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

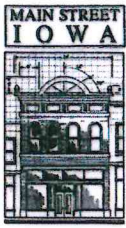
Hal Snedeker

Date

For City of Newton:

Michael L. Hansen, Mayor

Date



Main Street Iowa
Proposed Facade Rehabilitation
Rialto Barber Shop
Newton, Iowa
Project #04414
July 3, 2014



Existing

Proposed



NOTES:

- ▶ Remove signs from awning.
- ▶ Remove mansard shingles. Repair awning structure as needed. Install tile to match the cornice.
- ▶ Repair and clean the cornice.
- ▶ Clean, repair, and re-point brick as needed using gentlest means possible and correct techniques. See Preservation Briefs for more information. (Local Main Street office should have them on file.)
- ▶ Clean and repair the upper story windows as needed. Saving original windows is more cost effective and energy efficient in the long term; if original windows are beyond saving, replace in kind.
- ▶ Remove paint from Barber Shop storefront. Leave unpainted if possible, paint to match right storefront otherwise.
- ▶ Paint center storefront Benjamin Moore #HC-68.
- ▶ Install new blade signs for each store.

DRAWN BY: K. Rutledge
T. Reinders

SHEET NUMBER 1 of 3

REVISIONS *

CONCEPTUAL DRAWING ONLY

BRAVA ROOF TILE- Color Autumn



City of Newton Council Report

**Item:**

Resolution amending the Hatchery Redevelopment Project agreement.

Report Number: 2022-133**Date:**

December 19, 2022

Summary:

Resolution 2022-128 approved an internal loan and payment to Newton Housing Development Corporation for the purchase of 1015 North 3rd Avenue East to support the Hatchery Redevelopment Project. The resolution included a closing date of December 31, 2022, which needs to be amended to a date in the future.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

No Change

Background:

Earlier this year, the property at 1015 North 3rd Avenue East became available for purchase from the previous property owner's estate. In order to secure the property in a timely manner, NHDC stepped in and acquired the property with funding assistance from the City. The property is strategically located adjacent to the City-owned Hatchery site.

Resolution 2022-128 approved the internal loan and provided an assurance that presently reads: "Now, Therefore, Be It Further Resolved, by the City Council of Newton, Iowa that, if the project does not move forward, the City of Newton will purchase the property from NHDC for their original purchase price, plus documented costs incurred in acquiring and maintaining the property through closing, less the original reimbursement of the purchase price. Closing shall occur on or before December 31, 2022 and the internal loan to the General fund will be paid back with 1st Avenue East TIF Funds and LMI Funds."

The housing project contemplated for the subject property and the adjacent Hatchery site did not receive a tax credit award from the Iowa Finance Authority in 2022. The developer is considering submitting for the upcoming round. Thus, it is desirable not to transfer property ownership from NHDC to the City before the end of this calendar year.

The attached resolution simply moves the "December 31, 2022" closing deadline to the end of the City's fiscal year: June 30, 2023.

Recommendation:

Staff recommends approval

MM Steel

RESOLUTION NO. 2022 – _____

**RESOLUTION AMENDING THE HATCHERY REDEVELOPMENT
PROJECT AGREEMENT.**

WHEREAS, the availability of housing has been identified by as a community priority by the *Newton’s Future*, the City’s comprehensive plan; and

WHEREAS, Resolution No. 2022-128 was approved on April 19, 2022; and

WHEREAS, the contemplated housing project, which includes 1015 North 3rd Avenue East did not received tax credit approval from the Iowa Finance Authority in 2022; and

WHEREAS, it is desirable for Newton Housing Development Corporation to continue ownership of 1015 North 3rd Avenue East until it is determined that a LIHTC application to Iowa Finance Authority will be made and/or funding in 2023; and

WHEREAS, it is desirable to amend the “closing shall occur on or before” date in the final paragraph of Resolution 2022-128;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the “closing shall occur on or before” date found in the final paragraph of Resolution 2022-128 be amended to June 30, 2023.

PASSED this _____ day of December, 2022.

APPROVED this _____ day of December, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2022 – 128

RESOLUTION APPROVING INTERNAL LOAN AND PAYMENT TO NEWTON HOUSING DEVELOPMENT CORPORATION FOR THE PURCHASE OF REAL ESTATE LOCATED AT 1015 NORTH 3RD AVENUE EAST IN NEWTON

WHEREAS, the availability of housing has been identified by as a community priority by the *Newton's Future*, the City's comprehensive plan; and

WHEREAS, MVAH Partners of West Chester, Ohio (MVAH) has agreed to construct approximately forty (40) townhomes on vacant parcels owned by the City of Newton and one parcel owned by a private estate, subject to approval of tax credit financing by the Iowa Finance Authority (IFA); and

WHEREAS, the Newton City Council approved the sale of the City-owned parcels to MVAH in their March 21, 2022 meeting (Resolution 2022-081); and

WHEREAS, MVAH has determined that their proposed townhome project will be viable only if they are able to acquire an adjacent privately owned parcel at 1015 North 3rd Avenue East; and

WHEREAS, 1015 North 3rd Avenue East is available for purchase for the project only if closing can occur immediately; and

WHEREAS, Newton Housing Development Corporation (NHDC) has agreed to purchase and hold the subject property until MVAH is able to close on their entire land purchase transaction; and

WHEREAS, NHDC has requested that the City reimburse the organization an amount equal to two-thirds (2/3) of the purchase price, up to \$90,000.00, for the property at 1015 North 3rd Avenue East, which will be repaid by NHDC to the City of Newton upon MVAH's acquisition of 1015 North 3rd Avenue East from NHDC;

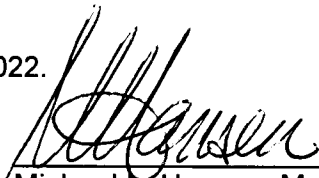
NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City shall provide funding to NHDC for an amount not to exceed two-thirds (2/3) of the purchase price, up to \$90,000.00, for 1015 North 3rd Avenue East, upon closing of NHDC's cash transaction for the property.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City's assistance to NHDC will be paid for by an internal loan from the General fund, to be paid back by on or before Dec. 31, 2023 by NHDC from proceeds of the sales of the property to MVAH if the project moves forward.

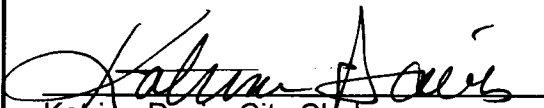
NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that, if the project does not move forward, the City of Newton will purchase the property from NHDC for their original purchase price, plus documented costs incurred in acquiring and maintaining the property through closing, less the original reimbursement of the purchase price. Closing shall occur on or before Dec. 31, 2022 and the internal loan to the General fund will be paid back with 1st Avenue East TIF Funds and LMI Funds.

PASSED this 18th day of April, 2022.

APPROVED this 19th day of April, 2022.


Michael L. Hansen, Mayor

ATTEST:


Katrina Davis, City Clerk

