



Newton City Council Agenda

February 20, 2023 - 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

Presentation

2. Historic Preservation Commission 2022 Annual Report - Larry Hurto, HPC Chair

Citizen Participation

3. 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

4. February 06, 2023 Regular City Council Meeting Minutes
5. February 06, 2023 Budget Workshop Minutes
6. Approve Liquor Licenses for the following: Nostalgia Wine & Spirits-LC0048028, 109 N 2nd Ave E, Special Event 03/17/23, Temporarily extending outdoor service area
7. Resolution approving the 2022 Certified Local Government Annual Report for the Newton Historic Preservation Commission
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-01)
9. Resolution approving the submittal of a Prairie Meadows grant application for the Aurora Park Pickleball Courts Project
10. Resolution accepting completion of the N 4th Ave W Traffic Signal Improvement Project
11. Resolution awarding contract for the 2023 Highway and Symbol Painting Project
12. Resolution awarding contract for the 2023 Overhead Door Installation Project - Community Services

13. Resolution approving the Clinical Engineering Agreement with Unity Point Health
14. Resolution setting the date for a public hearing on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder
15. Resolution approving the Newton Sanitary Landfill fee schedule
16. Resolution approving a Professional Design Services Agreement for the City Hall Skylight Replacement Project
17. Resolution renewing Newton's membership to the Mid-Iowa Planning Alliance
18. Resolution approving 2023 Water Supply and Treatment System Facility Plan Report
19. Approve Bills

Public Hearing

20. Public Hearing on a Resolution Approving the Maximum Property Tax Dollars for Fiscal Year July 1, 2023 – June 30, 2024
 - The 2019 Iowa State Legislature passed bill #SF634 into law which requires cities to hold an additional public hearing during the budget process to set a maximum in property tax dollars received in certain levies.
 - The total FY24 maximum property tax dollars for the affected property tax levies for the City of Newton is \$7,946,354, which is an increase of \$788,290 from FY23, or 11.01%.
 - The final FY24 budget that will be approved in the coming weeks by the Council will likely have a lower property tax dollar amount as there is pending legislation in the Iowa Statehouse that would reduce the residential rollback.

21. Resolution Approving the Maximum Property Tax Dollars for Fiscal Year July 1, 2023 – June 30, 2024

Ordinance

22. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking on various streets in northeast Newton
 - The City received safety concerns regarding street parking along the sections of roadways as described: No Parking on the south side of the 2000-2200 block of N 3rd Ave E. No Parking on the east side of the 200 block of E 21st St N. No Parking on the south side of the 2000-2200 blocks of N 2nd Ave E.
 - Surveys describing the recommended changes were sent to the adjacent property owners. Twenty surveys were returned with 13 residents agreeing with the recommended changes and seven opposing the recommended changes.
 - During the February 6, 2023 Council meeting, Council voted in favor of amending the ordinance to restrict parking on the north side of the 2000-2200 block of N 3rd Ave E. and the north side of the 2000-2200 blocks of N 2nd Ave E.

23. First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90, "Animals"
- Since the Covid-19 pandemic in 2020, animal complaints and particularly reports of dog bites in Newton have been on the rise.
 - The City has taken steps to revisit the current animal ordinance and, in partnership with the Animal Review Committee, citizen input, and a review of current best practices and case law, changes to the ordinance have been proposed.
 - Some of the changes include but are not limited to: required signage for the use of underground fencing, limitations on tethering, adds a dangerous designation and re-defines vicious, prohibits dangerous or vicious dogs in other jurisdictions from residing in Newton.

Resolution

24. Resolution approving the granting of a downtown improvement grant for the building at 118 North 2nd Avenue East
- The applicant is embarking on a \$1,000,000+ renovation of the Lederman Building (historically known as Montgomery Ward & Co. Building) at 118 North 2nd Avenue East. It is expected that there will be several downtown improvement grant requests over the course of the project.
 - To begin, Jerry Schwaller is requesting grant assistance for Architectural Fees. Thus, the project qualifies for the maximum allowed under the program area, \$3,750.00.
25. Resolution authorizing agreement for private development with Christensen Development 1, LLC and Jasper County, Iowa
- Jasper County has agreed to assist with the financing of the redevelopment of Buildings 1, 2, 16, and 50 at the Legacy Plaza Campus through the Iowa Reinvestment District Act. In order to accomplish this, a three-way development agreement between the City, County and developer is proposed.
26. Resolution approving reorganization and additions to City staff
- This proposal would replace the Civil Engineering Tech (CET) III position with a CET I position, and add one position each for Engineering, Public Works Operations, Water Distribution, Police, and Fire.

Staff Report

27. Law Enforcement Technology Presentation - Rob Burdess, Police Chief

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.

Find us online: www.newtongov.org

CITY COUNCIL MEETING MINUTES
FEBRUARY 6, 2023, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

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

Citizen Participation

2. During Citizen Participation, Karen Hoffmeier, 1001 S 8th Ave W, spoke regarding a vulgar flag at a residence. KayLea Marchant, Main Street VP, spoke regarding the office move. Noah Petersen also spoke.

Consent Agenda

Moved by Wade, seconded by Trotter to approve consent agenda items 3-19. AYES: Six. NAYS: None. Consent Agenda was adopted.

3. January 16, 2023 Regular City Council Meeting Minutes

4. January 16, 2023 Budget Workshop Minutes

5. Approve Liquor Licenses for the following: Cardinal Lanes- LC0046802, 1300 S 5th Ave E, Class C Retail Alcohol License; Dollar General #3032, 1803 1st Avenue East, Class B Retail Alcohol License; Nostalgia Wine & Spirits- LC0048028, 109 N 2nd Ave E, Class C Retail Alcohol License, Outdoor Service; Fareway Stores, Inc. #848- LE0001630, 120 North Third Avenue E, Class E Retail Alcohol License; CASEYS' #3954- LE0003849, 4343 S 15TH Ave E, Class E Retail Alcohol License; CASEY'S GENERAL STORE #2341- LE0003013, 3104 1ST Ave E, Class E Retail Alcohol License; New License for Biaggios Italian Restaurant LLC, 2331 1st Avenue East, Special Class C Retail Alcohol License.

6. Resolution approving a service agreement with MercyOne Newton for legal blood draw and specimen collection.
Resolution 2023-010 adopted.

7. Resolution Relating to the Financing of Proposed Projects to be undertaken by the City of Newton, Iowa; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code
Resolution 2023-011 adopted.

8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-01).
Resolution 2023-012 adopted.

9. Resolution approving the assignment of the Westwood Clubhouse design contract with ETHOS Design Group, Inc. to the I & S Group, Inc.
Resolution 2023-013 adopted.

10. Resolution ordering Clerk to publish notice and fixing a date for a Public Hearing on the FY24 - FY28 Capital Improvement Plan (CIP).
Resolution 2023-014 adopted.

11. Resolution approving amendment no. 1 for design services with Bolton & Menk for the Arbor Estates 2nd Addition Project.
Resolution 2023-015 adopted.

12. Resolution approving the purchase of two trailers for the Community Services Department.
Resolution 2023-016 adopted.

13. Resolution approving the submittal of a grant application to Wellmark for the Aurora Park Pickleball Court Project.
Resolution 2023-017 adopted.

14. Resolution setting a Public Hearing on the Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 – June 30, 2024
Resolution 2023-018 adopted.

15. Resolution approving purchase of Waterworth Continuous Utility Rate Management Software.
Resolution 2023-019 adopted.

16. Resolution setting a public hearing and inviting proposals for the sale of property at 1117 North 3rd Avenue East, 211 East 12th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East in Newton.

Resolution 2023-020 adopted.

17. Resolution approving the purchase of a 2023 Ford Police Interceptor SUV from Stivers Ford
Resolution 2023-021 adopted.
18. Resolution authorizing the Fire Department to enter into a contract with DMACC to allow students to schedule ride time with the Fire Department
Resolution 2023-022 adopted.
19. Approve Bills

Ordinance

20. Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking on various streets in northeast Newton
Moved by Hallam, seconded by George to approve the first consideration of the Ordinance. Council discussion ensued over the best side of the street to restrict. It was moved by George, seconded by Ervin to amend the ordinance to restrict parking on the north side of N 2nd Ave E and N 3rd Ave E. AYES: Six. NAYS: None. The amendment passed. AYES: Six. NAYS: None. First Consideration of the amended Ordinance was approved.

Resolution

21. Resolution Approving Joint Agreement with Jasper County, Iowa for Urban Renewal Purposes
Moved by George, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-023 adopted.
22. Resolution approving Option A-2 as the preferred location for the Aurora Park Pickleball Courts.
Moved by Trotter, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-024 adopted.

Staff Report

23. Animal Ordinance Proposal - Police Chief, Rob Burdess
Police Chief, Burdess introduced the proposed changes to the animal ordinance.
24. Domestic Livestock on Residential Lots - Community Development Director, Erin Chambers
Chambers provided council with the current code regarding domestic livestock. If a citizen would like to appeal, they can submit an application with \$100 to the Planning and Zoning Commission for review. Council agreed that no further action was necessary at this time.
25. Water Treatment Facility Plan Report - Utilities Director, Jody Rhone.
Rhone presented the Water Treatment Facility Plan.

Mayor/Council Comments

26. Mayor/Council Comments
Ervin thanked all of the partners for everything they do and their partnerships with the city.

Closed Sessions

27. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2022.
Moved by Trotter, seconded by Ervin at 7:06 P.M. to go into closed session. AYES: Six. NAYS: None. Motion passed.
28. Return to Open Session
Council returned to open session at 7:25 P.M. with all members present.
29. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2022.
Moved by Wade, seconded by Trotter at 7:25 P.M. to go into closed session. AYES: Six. NAYS: None. Motion passed.
30. Return to Open Session
Council returned to open session at 7:45 P.M. with all members present.

Adjourn

Moved by Hallam, seconded by Trotter to adjourn the meeting at 7:48 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
FEBRUARY 6, 2023, 7:50 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 7:50 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Hansen presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

Staff presented on the following items.

2. State of Iowa Residential Rollback Error – Finance Officer, Lisa Frasier
3. City Council Discussion on Outside Agency Funding Proposal for FY24
Council discussion ensued regarding the amounts provided to outside agencies.
4. Final Review of FY24 Budget & CIP – Finance Officer, Lisa Frasier
5. City Council Discussion on Any Other Changes to the FY24 Budget Proposal
6. Council General Question and Comments

Mayor/Council Comments

7. Final Direction from City Council to City Staff on FY24 Budget Proposal

Adjourn

Moved by Dalton, seconded by George to adjourn the meeting at 8:37 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the 2022 Certified Local Government Annual Report for the Newton Historic Preservation Commission

Summary:

In order to maintain CLG status (which provides opportunity for additional grants), the Newton Historic Preservation Commission must complete an annual report.

Financial Impact:

None.

Report Number: 2023-156

Date:

February 20, 2023

Lead Department:

Community Development

Recommendation:**Background:**

The Newton Historic Preservation Commission is a Certified Local Government (CLG) through the State Historic Preservation Office. This status provides exclusive opportunities for grants only available to those commissions which maintain the certification. One requirement of the CLG status is to prepare and submit an annual report.

In 2022, the Historic Preservation Commission reports the following:

- Met 10 times in 2022.
- Attended a number of historic preservation workshops hosted by Iowa Department of Cultural Affairs.
- Provided several public education opportunities through the publication of an article by Chair Hurto in the magazine *Jasper County Living*, an article regarding the historic utility wraps in the Spring issue of the Alumni News, Chair Hurto's leading of a walking tour of Newton Downtown.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE 2022 CERTIFIED LOCAL
GOVERNMENT ANNUAL REPORT FOR THE NEWTON HISTORIC
PRESERVATION COMMISSION**

WHEREAS, the Newton Historic Preservation Commission is a Certified Local Government through the State Historic Preservation Office of Iowa; and

WHEREAS, there is a requirement to prepare and submit an annual report to the State Historic Preservation Office of Iowa to maintain the Certified Local Government status, which provides for additional preservation related grant opportunities; and

NOW THEREFORE, BE IT RESOLVED that the City Council of Newton Iowa approves the 2022 Annual Report and authorizes the Mayor to sign the Certified Local Government Annual Report signature form.

PASSED this _____ day of February 2023.

APPROVED this _____ day of February 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Certified Local Government Annual Report

Name of Certified Local Government: Newton Historic Preservation Commission

Signature of person who completed this report *Date*

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

February 20, 2023
Date of public meeting

Signature of Mayor or Chairman of the Board of Supervisors *Date*

Michael L. Hansen, Mayor
Printed Name of Elected Official

Please upload this completed form with your annual report on SlideRoom.

Thank you.

NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

State Historical Society of Iowa

2022 CLG Annual Report

Newton Historic Preservation Commission / Erin Chambers

1700 N 4th Avenue West

Newton, IA 50208, United States

641-792-6622

erincnewtonhp@gmail.com

Forms Edit

Certified Local Government Annual Report

* indicates a required field

Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.

This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.

We look forward to hearing from each CLG this year!

1. Name of the city, county, or land use district:

Please choose the name from the drop down table.

2.

Did your commission undertake any survey, evaluation and/or registration/nomination projects in this calendar year?

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.

2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

no

3.

Were any National Register of Historic Places (NRHP) properties in your jurisdiction altered, moved, or demolished in this calendar year?

no

4. Does your local government designate local landmarks or local districts?

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

No

5.

If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

6.

In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A

N/A

7.

Has your city or county passed other ordinances that directly or indirectly affect historic preservation?

no

8.

Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
- 2) The CLG shall provide for adequate public participation in the local historic preservation programs.

c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.

8.1.

Describe the city, county, LUD, and/or historic preservation commission's public education programs in this calendar year.

Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations)

May is National Preservation Month Proclamation (May 2022) with social media posts throughout the month by the City of Newton; Spring 2022 Issue of Newton Alumni News featured Commissioners Hurto & Reinheimer and discussed the Historic Photo wraps on downtown utility boxes; July 2023 Issue of Jasper County Living Magazine featured article by Commissioner Hurto about downtown barbershops; September 24, 2023 Hurto lead a walking tour of the Downtown Historic District; October 13, 2023 Hurto spoke on the Proud to Know Newton Radio Show

8.2.

If answer includes d. New or revised design standards and/or guidelines were developed and adopted during the calendar year,

Please upload the document here.

9.

Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year?

Longtime Commissioner Mary Jo Niskin resigned from the HPC. The group will need to work with Mayor Hansen to find a replacement for her in the upcoming months.

10.

What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A

HPC continued partnerships with Newton Main Street, Jasper County Museum, and the Alumni Association

11.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A.

N/A

12. Does your commission have a website?

Yes

12.1. What is the website address?

<https://www.newtongov.org/391/Historic-Preservation-Commission>

13. Does your commission have a Facebook page?

No

14.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled).

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.

2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.

3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.

4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 3, 2022; February 7, 2022; March 7, 2022; April 4, 2022; May 2, 2022; June 6, 2022; July 11, 2022; September 6, 2022; November 7, 2022; December 5, 2022.

15.

We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget?

Commission operational expenses are included across the various funding sources in the Community Development Department General Fund Budget.

16. Where are your official CLG files located?

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

Community Development Department; 403 West 4th Street North, Suite 501, Newton

17.

Please list the names of the Historic Preservation Commissioners who served during this calendar year.

Larry Hurto, Mary Jo Niskin, Mike Sell, Rita Reinheimer, Tanya Michener.

18.

Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan?

In 2022, the Newton Historic Preservation Commission has identified the following tasks to complete:

1.) Participate in the City's Comprehensive Planning Process.

*Complete. In December, 2022, the City of Newton adopted Envision Newton 2042. The Identity and Marketing Chapter includes a goal that reads, "Enhance the identity of the city by building on Newton's traditional urban character, natural amenities, and unique history. Further, the chapter recommends to "continue historic preservation efforts and invest in public amenities, enhancing Newton's authentic sense of place.

2.) Provide at least 2 learning opportunities for the general public regarding Newton History and/or preservation. This can be through a lunch and learn presentation or articles written in an area publication.

*Complete. Walking Tour, Jasper County Living Magazine Article, Newton Alumni News Article.

3.) Continue the Newton Historic Building Plaque Project.

* Still on-going.

4.) Have City support staff and at least 1 commissioner participate in historic preservation related webinars and/or attend the Preserve Iowa Summit.

* Complete.

19.

Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2023. Please attach your work plan to your annual report.

2023 Work Plan.docx

20. Please update contact information about your 2023 Chief Elected Official.

Note: This is beginning January 2023. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Michael L. Hansen, Mayor	101 West 4th Street South	641-792- 2787	N/A

21.

Please update contact information about your Staff Person for the Historic Preservation Commission.

This is a local government staff member and is required. Electronic and mailed communication is sent to the staff person and chair of the commission who will forward to the rest of the commission members.

First and Last Name	Job Title	Mailing Address	Phone Number	Email Address
Erin Chambers	Community Development Director	403 West 4th Street North, Suite 501	641-792-6622	erinc@newtongov.org

22.

Please complete the following and provide contact information about your 2023 Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Larry Hurto	403 West 4th Street North, Suite 501	N/A	641-792- 6622	larrythekid@ymail.com

22.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

22.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2024

22.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

23.

Please complete the following and provide information about your 2023 Vice Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

24.

Please complete the following and provide information about your 2023 Secretary/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

25.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Tanya Michener	403 W 4th St N Ste 200, Newton, IA 50208		641-787-8210	tanyam.ndc@gmail.com

25.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

25.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2024

25.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

26.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
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Mike Sell	5427 Hwy T- 12N, Newton 50208			mikemania67@yahoo.com
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26.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

26.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2025

26.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

27.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Rita Reinheimer	409 S 3rd Ave W, Newton 50208	641-792- 5634		rita409@gmail.com

27.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

27.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2025

27.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

28.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

29.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

30.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

31.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

32.

Please attach biographical sketches for commissioners who were newly appointed in 2022.

Please be sure newly appointed commissioners sign and date their statement. The form to use for this can be found in the "Attachments" section. You will need to upload in both locations.

<https://drive.google.com/file/d/1GDBtPLv2an2sXho54yJfZRT13bwL4RFZ/view>

33.

Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A.

We have 1 vacancy. Commissioner Mary Jo Niskin resigned in December 2022.

34. Please complete the Commission Training Table.

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
Iowa History 101: Frank Lloyd Wright American System Built Homes	Iowa Department of Cultural Affairs	Online	9/8/2022	Rita Reinheimer, Tanya Michener
Iowa History 101: Redlining in Iowa	Iowa Department of Cultural Affairs	Online	3/24/2022	Erin Chambers (staff)
Iowa History 101: How Migration, Work and Faith Unite and Divide the Heartland	Iowa Department of Cultural Affairs	Online	5/26/2022	Erin Chambers (staff)

35.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.

Please note this must be completed. If no one attended, enter none.

Now is also a good time to start planning to attend the 2023 Preserve Iowa Summit in Sioux City June 1-3, 2023.

None

36. Signature page

The form to use for this can be found in the "Attachments" section. You will need to upload in both locations.

The form can be downloaded from here: <https://drive.google.com/file/d/1YcetiR-inEjVfvoUWn3A5czCeim2m-XC/view?usp=sharing>

Annual Report Certification Signature page.pdf

37. Suggestions for improvement.

The CLG program is here to support the Historic Preservation Commissions across Iowa. Do you have any suggestions for how we can improve our services to your commissions?

None.

38.

What training topics would be most helpful for your Historic Preservation Commission?

We will use this information to help design the CLG Round Table at the Preserve Iowa Summit and potentially other training opportunities throughout 2023.

Big Impact, Small Budget Historic Preservation Project Ideas

ATTACHMENTS [Edit](#)

Ordinances/Resolutions

[no file]

Survey Materials

[no file]

Work plan



2023 Work Plan.docx

Biographical Sketches for New



[no file]

Commissioners



[no file]

Supplementary Material



[no file]

Supplementary Material 2



[no file]

Supplementary Material 3



[no file]

Elected Official's Signature Page



Annual Report Certification Signature page.pdf

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-01)

Report Number: 2023-183**Date:**

February 20, 2023

Lead Department:

Community Services

Recommendation:

Approve

Summary:

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

Financial Impact:

Cost Recovery: \$500

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 \$500.00. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-01).

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 23-01)**

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. 23-01 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 23-01, 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 March 22, 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 February, 2023.

APPROVED this _____ day of February, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-01: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Michael Ruekman	835126001	335 E 15th St N	Newton	\$94,460	\$145.00	\$75.00	\$220.00	FAIRVIEW SD LOT 1 BLK A	12/9/2022
Joleen Inman	827413006	802 E 8th St N	Newton	\$105,080	\$205.00	\$75.00	\$280.00	EDMUNDSON'S ADD LOT 7 BLK 18	12/21/2022
Total							\$500.00		

City of Newton Council Report

**Item:**

Resolution approving the submittal of a Prairie Meadows grant application for the Aurora Park Pickleball Courts Project

Summary:

Authorize the Community Services Director to submit a grant application for the project.

Financial Impact:

Up to possibly \$100,000 in grant funds for the pickleball court project if awarded.

Report Number: 2023-184**Date:**

February 20, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of pickleball courts in Aurora Park. Prior to seeking bids and awarding a contract for construction, staff continues to pursue additional funding opportunities for this project along with the other three projects that were part of the referendum.

Staff has worked with Bolton & Menk's grant writing team to prepare an application for a Prairie Meadows Community Betterment Grant, with said application deadline on February 24, 2023.

Recommendation:

City staff recommends approval of this resolution authorizing the Community Services Director to submit an application for a Prairie Meadows Community Betterment Grant for the Aurora Park Pickleball Courts Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE SUBMITTAL OF A PRAIRIE
MEADOWS GRANT APPLICATION FOR THE AURORA PARK
PICKLEBALL COURTS PROJECT.**

WHEREAS, on September 13, 2022 Newton residents approved a park bond referendum, which included the construction of pickleball courts in Aurora Park; and

WHEREAS, prior to seeking bids and awarding a contract for construction, staff continues to pursue additional funding opportunities for this project along with the other three projects that were part of the referendum; and

WHEREAS, staff has worked with Bolton & Menk's grant writing team to prepare an application for a Prairie Meadows Community Betterment Grant, with said application deadline on February 24, 2023; and

WHEREAS, City staff recommends approval of this resolution authorizing the Community Services Director to submit an application for a Prairie Meadows Community Betterment Grant for the Aurora Park Pickleball Courts Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to submit an application for a Prairie Meadows Community Betterment Grant for the Aurora Park Pickleball Courts Project.

PASSED this _____ day of February, 2023.

APPROVED this _____ day of February, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the N 4th Ave W Traffic Signal Improvement Project

Summary:

Accept completion of the N 4th Ave W Traffic Signal Project

Financial Impact:

Council previously approved a contract for \$202,654.00 in April, 2022; and this action would accept the project and authorize payment of the retainage amount of \$10,132.70 from Road Use Tax.

Report Number: 2023-197

Date:

February 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

The traffic signals at N 4th Ave W and Hwy 14 were 47 years old and needed to be updated. Parts were starting to fail, and replacement parts became obsolete due to the signal age.

This project replaced the signal poles and upgraded the video detection, traffic signal equipment, cabinet, signs, wiring, and signal heads.

City Council passed a resolution on April 4, 2022, awarding a contract to Van Maanen Electric Inc. for \$202,654.00. The Public Works Director has signed the Statement of Completion Form stating that the project was substantially completed in general compliance with the contract's terms, conditions, and stipulations. The final contract amount, based on actual measured quantities of work completed, is \$202,654.00.

Recommendation:

City staff recommends accepting the completion of the N 4th Ave W Traffic Signal Improvement 2022-01 project and authorizing the retainage amount of \$10,132.70 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
N 4TH AVE W TRAFFIC SIGNAL IMPROVEMENT PROJECT**

WHEREAS, the traffic signals at N 4th Ave W and Hwy 14 were 47 years old and needed to be updated. Parts were starting to fail, and replacement parts became obsolete due to the signal age. This project replaced the signal poles and upgraded the video detection, traffic signal equipment, cabinet, signs, wiring, and signal heads; and

WHEREAS, the City Council of the City of Newton awarded a contract to Van Maanen Electric Inc. of Newton, IA in the amount of \$202,654.00 on April 4, 2022 for N 4th Ave W Traffic Signal Improvement Project, and

WHEREAS, Van Maanen Electric Inc. has completed the work, and the Public Works Director has signed the Statement of Completion Form stating that the project was substantially completed in general compliance with the contract's terms, conditions, and stipulations.

WHEREAS, the final contract amount, based on actual measured quantities of work completed, is \$202,654.00.

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 Public Works Director to execute payment of the retainer in the amount of \$10,132.70 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using 2022 Road Use Tax.

PASSED this _____ day of Feb, 2023.

APPROVED this _____ day of Feb, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2023 Highway and Symbol Painting Project

Summary:

Approval of a contract for painting highway center lines, edge lines, and symbols.

Financial Impact:

\$29,002.29 from the 2024 traffic control budget.

Report Number: 2023-198**Date:**

February 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

The City has a need to paint highway center lines, edge lines, and symbols every two years. This is the year to repaint the highway center lines, edge lines, and symbols to promote safe navigation for the motoring public. Federal regulations mandate minimum standards for traffic control, such as painted divider lines, edge lines, and symbols.

Bids for painting and line striping were sought from several contractors, and four bids were received:

Company	Bid Amount
Vogel Traffic Services, Orange City, Iowa	\$29,002.29
Weikert Contracting Inc., Ackley, Iowa	\$30,166.70
Select Signing Inc., Cedar Rapids, Iowa	\$51,667.18
Iowa Plains Signing, Slater, Iowa	\$70,770.09

The painting project will be paid for using Road Use Tax funds in the 2023-24 Traffic Control Budget.

Recommendation:

City Staff recommend approval of the attached resolution for the contract painting of highway center lines, edge lines, and symbols by Vogel Traffic Services of Orange City, Iowa, for the bid amount of \$29,002.29.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION AWARDING CONTRACT FOR THE 2023 HIGHWAY AND SYMBOL PAINTING PROJECT

WHEREAS, the City has a need for painting highway divider lines, edge lines and symbols to be completed every two years; and

WHEREAS, this is the year to repaint the highway lines and symbols to promote safe navigation of the motoring public; and

WHEREAS, the federal regulations mandate minimum standards for traffic control such as painting divider lines, edge lines and symbols; and

WHEREAS, the City of Newton obtained sealed bids for painting the divider lines, edge lines and symbols; and

WHEREAS, Vogel Traffic Services of Orange City, Iowa was the lowest responsive, responsible bidder in the amount of \$29,002.29; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to execute a contract with Vogel Traffic Services of Orange City, Iowa for the painting of highway divider lines, edge lines and symbols. The contract amount of \$29,002.29 will be paid from the 2024 traffic control budget, funded by Road Use Tax funds.

PASSED this _____ day of February 2023.

APPROVED this _____ day of February 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2023 Overhead Door Installation Project - Community Services

Summary:

Award of contract to install two overhead doors as part of the shop remodeling project at 1700 N 4th Ave W.

Financial Impact:

\$45,211.14 total; with \$33,853.50 from 2021 Bond funds and \$11,357.64 from Cemetery and Parks FY23 General Fund budgets.

Report Number: 2023-185**Date:**

February 20, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

The maintenance operations and staff with the City of Newton's Community Services Department continue to relocate to 1700 N 4th Ave W, which has been home to Public Works street operations since 1988. The former offices in the east portion of the main building are being converted back to shop space, and a majority of parks and cemetery maintenance staff and equipment will be based at this location instead of being stored in numerous locations around Newton.

Proposals were sought to install two overhead doors for the expanded shop area that was previously office space. The project also includes needed structural additions and modifications, concrete footings, and pavement replacement to facilitate the two new openings in the side of the existing building. The following proposals were received:

Karl Peters Construction - Monroe, Iowa	\$45,211.14
Downing Designs LLC - Newton, Iowa	\$65,888.00

The lowest proposal received is from Karl Peters Construction of Monroe, Iowa. Staff's cost estimate was \$39,500. To pay for the \$45,211.14 project, \$33,853.50 from 2021 Bond funds and \$11,357.64 from Cemetery and Parks FY23 General Fund budgets will be used.

Recommendation:

City Staff recommends that Council award the project to Karl Peters Construction of Monroe, Iowa in the amount of \$45,211.14.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION AWARDING CONTRACT FOR THE 2023 OVERHEAD DOOR
INSTALLATION PROJECT - COMMUNITY SERVICES**

WHEREAS, the maintenance operations and staff with the City of Newton's Community Services Department continue to relocate to 1700 N 4th Ave W; and

WHEREAS, the former offices in the east portion of the main building are being converted back to shop space, and a majority of parks and cemetery maintenance staff and equipment will be based at this location instead of being stored in numerous locations around Newton; and

WHEREAS, proposals were sought to install two overhead doors for the expanded shop area that was previously office space; and

WHEREAS, the following proposals were received:

Karl Peters Construction - Monroe, Iowa	\$45,211.14
Downing Designs LLC - Newton, Iowa	\$65,888.00

; and

WHEREAS, City Staff recommends that Council award the project to Karl Peters Construction of Monroe, Iowa in the amount of \$45,211.14.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Karl Peters Construction of Monroe, Iowa in the amount of forty-five thousand, two hundred eleven dollars and fourteen cents (\$45,211.14) for the 2023 Overhead Door Installation Project - Community Services is hereby accepted, the same being the lowest, responsive quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the proposal by Karl Peters Construction of Monroe, Iowa for the 2023 Overhead Door Installation Project - Community Services be signed by the Mayor on behalf of the City. The City shall utilize 2021 Bond funds and FY23 Parks and Cemetery General Fund budgets to pay to pay for the project.

PASSED this _____ day of February, 2023.

APPROVED this _____ day of February, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the Clinical Engineering Agreement with Unity Point Health

Summary:

This Agreement provides terms for inspection and repair of medical equipment at the Newton Fire Department

Financial Impact:

Agreement provides for a \$134/hour agreed upon rate. Review of past expenditures with Unity Point show a \$300-500 annual cost.

Report Number: 2023-200

Date:

February 20, 2023

Lead Department:

Fire

Recommendation:

Approve

Background:

The Newton Fire Department uses some very advanced medical equipment. This equipment is checked annually as part of a preventative maintenance program and has historically been contracted through BioMed Services, which is a part of the Unity Point Health System. This agreement provides pricing for preventative maintenance for this equipment and for necessary repair should we choose to use them for the repairs. Typically, we have sent equipment to be repaired back to the manufacturer as they will certify it to their manufacturing standards.

This agreement is in place for a one-year period and will be brought back for authorization at the end of the agreement period. Either party may terminate this agreement after 120 days and upon 90 days' notice.

Recommendation:

City Staff recommends Council approve the Clinical Engineering Agreement with Unity Point Health.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING THE CLINICAL ENGINEERING AGREEMENT WITH
UNITY POINT HEALTH**

WHEREAS, the Fire Department utilizes some very advanced medical equipment that is required to be checked annually as part of a preventative maintenance program; and

WHEREAS, this preventative maintenance program has historically been contracted through BioMed Services, which is a part of the Unity Point Health System; and

WHEREAS, this agreement provides pricing for preventative maintenance for this equipment and for necessary repair should we choose to use them for the repairs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Clinical Engineering Agreement with Unity Point Health is approved and authorizes the Fire Chief to execute the agreement with Unity Point Health.

PASSED this _____ day of February 2023.

APPROVED this _____ day of February 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



1772-0124

CLINICAL ENGINEERING AGREEMENT

THIS CLINICAL ENGINEERING AGREEMENT is entered as of February 1, 2023 (the "Effective Date") into by and between Iowa Health System Contracting Services, L.C. d/b/a UnityPoint Health Consolidated Services (hereinafter "UPHCS"), and Newton Fire Department, 410 S 2nd Avenue W, Newton, IA 50208 (hereinafter the "Customer").

I. STATEMENT OF AGREEMENT

"UPHCS" shall provide the "Customer" services on all medical electronic equipment listed in each Appendix. Services performed under this Agreement shall consist of services specifically described in the associated Appendix. Upon mutual agreement, UPHCS will follow the current version of the "customer's" policies and procedures, if applicable, to assist customer in meeting any regulatory or certification compliance requirements. The customer's policies and procedures may be used in place of, or in addition to, the latest version of "UPHCS" Quality Assurance Support Services document.

II. TERM AND TERMINATION

This agreement shall remain active for a period of one year from the effective date ("Initial Term").

Either party may terminate this Agreement with or without cause after one hundred twenty (120) days from the effective date and upon ninety (90) days written notice to the other party specifying the effective date of termination

III. PAYMENT TERMS

Customer will ensure that the Fees owed are paid in a timely manner. Invoices are typically rendered monthly and payment in full is due within 30 days of the date of invoice. UPHCS may charge an additional fee of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is less, to late payments. On five (5) days' notice to Customer, as appropriate, UPHCS may suspend performance of Services for non-payment until a reasonable time after the non-payment is cured. There is no right of off set, and Customer will not take deductions, unless authorized to do so by UPHCS through issuance of a credit memorandum. Customer, as appropriate, will give UPHCS written notice of any incorrect charges within 90 days of the UPHCS invoice to which the claim relates. After 90 days, the originally invoiced amount will be deemed to be correct.

FEES are exclusive of taxes and incremental third party costs incurred based on Customer direction. All sales, use, excise or similar taxes and incremental third party costs relating to the Services are Customer's sole responsibility. UPHCS may increase Fees once every twelve (12) months for increases in the Medical Care Services index of the Consumer Price Index. UPHCS will give Customer at least thirty (30) days prior notice of a change in Fees.

IV. PERIOD OF COVERAGE

Scheduled services shall be provided during "UPHCS's" normal working hours of 7:00 a.m. to 3:30 p.m. on Monday through Friday, excluding holidays. "UPHCS" shall provide emergency repair service, subject to technician availability, with reasonable response time, twenty-four (24) hours per day, seven (7) days per week, including holidays.

V. REPAIRS

A. ADJUSTMENTS AND MINOR REPAIRS

Work, such as minor external adjustments, tightening loose screws, etc., provided during normal maintenance inspection of scheduled equipment will be covered by this agreement.

B. MAJOR REPAIRS & ESTIMATES

Any repairs or estimates involving troubleshooting, disassembly of unit, labor for replacement of parts, etc., unless specified otherwise in the appropriate appendix, are not covered by this Agreement and will be billed separately at "UPHCS" prevailing rates.

C. PARTS

Parts used in the performance of this Agreement that are ordered or provided by "UPHCS" will be invoiced separately each month. The invoice will be adjusted to include administrative and freight related expense as deemed appropriate by UPHCS.

D. SERVICE CENTER REPAIR

If, in the opinion of "UPHCS", the nature of the repair work on any item is too complex to perform on site, the equipment may be removed so that service may be performed at a "UPHCS" repair facility.

VI. COMMUNICATION

A. BILLING

An itemized statement will be sent monthly, if applicable. Terms net 30 days.

B. REPAIR REQUESTS

Emergency repair requests may be telephoned twenty-four (24) hours per day to: 1-800-532-0169

C. INFORMATION

All requests, questions, and comments may be directed to either the assigned service technician or the Clinical Engineering Manager at: 1-515-241-7000 Ext 4

D. REGULAR INSPECTIONS

Mutual scheduling of each regular inspection visit shall be made in advance, if possible. It is the customer's obligation to insure equipment is available for inspection at the scheduled time. Equipment not made available at a scheduled time will be inspected at the next scheduled inspection date unless specific arrangements are made. Such specific arrangements may include special charges. There will be no refund in any such case.

VII. DOCUMENTATION

All appropriate documentation used in the performance of this Agreement will be supplied by "UPHCS" at no additional charge. Customized reports may be requested by customer for an additional fee(s).

A. SERVICE DOCUMENTATION

"UPHCS" will maintain a computerized log on each item covered under this Agreement. This log will contain pass/fail status and specific maintenance performed on that item by "UPHCS".

B. INSPECTION TAGS

Each item under this Agreement will be marked with a self-adhesive tag indicating that it has passed an inspection. Instrument performance and other tags may also be provided if applicable.

VIII. RESPONSIBILITIES OF "CUSTOMER"

- A. Provide reasonable access to equipment covered by this Agreement as needed.
- B. Provide access to and use of all information and facilities determined necessary to service and/or maintain equipment.
- C. Provide a designated contact person.
- D. Attempt to negotiate training tuition credits with new equipment purchases to provide technicians the schooling necessary to repair and maintain specialized equipment.
- E. Provide operating supplies, consumables, and service manuals necessary to service and/or maintain equipment.
- F. Provide service and operator manuals at the time of new equipment purchases. "UPHCS" recommends acquiring two copies of the manuals, one for the facility where the equipment is located and one for UPHCS.
- G. Provide a secure area (or areas) for storage of all documentation and service manuals for equipment covered by this Agreement.

IX. EXCLUSIONS

This Agreement does not include (unless specifically listed in appropriate appendix):

- 1) Operating supplies and consumables.
- 2) Electrical work external to the equipment.
- 3) Maintenance of accessories, attachments, or equipment not specified in Appendix.
- 4) Estimates, major repairs, emergency services, and/or parts.
- 5) Installation, De-Installation, Relocation, or Modification of equipment
- 6) Custom reports/reporting
- 7) Research, prevention or mitigation work related to cybersecurity

Equipment not in normal operating condition at the start of this Agreement will be excluded. If requested, "UPHCS" will submit a cost estimate for any equipment found in need of repair. If the customer decides against repairing said equipment, it will not be included in this Agreement.

X. NON-SOLICITATION

- A. The customer, by accepting this Agreement, agrees not to offer employment to any "UPHCS" team member(s) engaged in the performance of the contracted terms herein, during the period of this Agreement and for one (1) year following termination of this Agreement. In the event that the customer violates this agreement and hires a 'UPHCS' team member, 'UPHCS' will be entitled to liquidating damages payable by the customer. These damages will be equal to two times the sum of the hired 'UPHCS' team member's annual compensation including base salary plus benefits.
- B. Nothing contained in this agreement shall be construed as to require physician(s) to refer patients to UnityPoint Health. Fees for the contracted services are not based on patient referrals in any manner.

XI. ACCESS TO BOOKS AND RECORDS

Because of the significant service component included in the referenced Agreement with "Customer" and to conform to Section 952 of the Omnibus Reconciliation Act of 1980 (Pub.L.96-499) UPHCS, agrees to provide the Secretary of Health and Human Services and the Comptroller General or their designated representative upon written request, access to the contract and to the books, documents and records necessary to verify the costs of the contract for a period of four years after the services are furnished under the contract. Further, if UPHCS carries out any duties of the contract or Agreement through a subcontract with a value or cost of \$10,000 or more over a 12 month period, with a related organization, upon written request will provide to the Secretary of Health and Human Services and Comptroller General or their representative the subcontract and the books, documents, and records of the related organization that are necessary to verify the nature and extent of the cost for a period of four years after the services are furnished under the subcontract.

XII. WARRANTY

Services are warranted for thirty (30) days to be supplied in a workmanlike manner. UPHCS warrants that the Customer will receive good title for all parts furnished in providing covered services hereunder, free from all liens, charges, and encumbrances.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND UPHCS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

XIII. LIMITATION OF DAMAGES AND LIABILITY

IN NO EVENT SHALL UPHCS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF GOOD WILL, LOSS OF PROFIT, LOSS OF USE, OR INTERRUPTION OF BUSINESS OR FOR ANY CLAIMS MADE MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION OCCURRED.

IN NO EVENT SHALL THE DAMAGES ASSESSED AGAINST UPHCS FOR ANY CLAIM OR CLAIMS HEREUNDER EXCEED THE TOTAL MAINTENANCE CHARGE UPHCS RECEIVED FROM THE CUSTOMER FOR THE MOST RECENT ANNUAL PERIOD.

XIV. MISCELLANEOUS

A. ASSIGNMENT

Neither party shall assign this Agreement without prior written consent of both parties.

B. EXCUSED PERFORMANCE

After utilizing reasonable efforts to avoid the event, UPHCS shall be excused for performance, and shall not be liable for any delay or non-performance caused by the occurrence of contingencies beyond its control, including without limitation, war, sabotage, insurrection, riot, civil disobedience, failure or delay in public transportation, acts of any government or subdivision thereof that interfere with performance, judicial action, delay or nonperformance of suppliers, unavailability of spare parts, labor disputes, accident, fire, flood, storm, volcanic eruption, or other acts of God.

C. MODIFICATION

This Agreement may not be modified except by a written agreement signed by authorized representatives of the parties.

D. DISPUTES

This agreement is deemed to be entered into in Iowa and to be an Iowa contract and shall be governed and construed in accordance with the laws of the State of Iowa. UPHCS and Customer specifically agree that any legal action brought relating to this agreement will be brought and tried in Polk County, Iowa. All objections to venue are hereby waived by Customer, and Customer consents to service of process by certified mail addressed to the same addressee as that designated for notices. Notwithstanding the above, UPHCS shall have the right to bring any action or proceeding against Customer in the courts of any jurisdiction where Customer is located.

E. WAIVER

The failure of either party at any time to require performance by the other party of any of its obligations thereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of any remedy with respect to a breach of any provision shall not be taken as a waiver of a remedy with respect to any succeeding breach of that or any other provision.

F. SEVERABILITY

The parties agree that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall not impair the enforceability of any other clause. Moreover, if one or more provisions contained in this agreement shall for any reason be held to be overly broad so as to be unenforceable, such provisions shall be constructed by the appropriate judicial body by limiting and reducing them, so as to be enforceable to the extent compatible with the applicable law.

G. NOTICES

All “notices” provided for in this agreement shall be in writing, addressed to the appropriate party at the respective address set forth above or any then-current address of which it has received notice, and delivered in person or by overnight mail or courier, telex or telecopy, or other means providing proof of delivery.

XV. NO EXCLUSION

Each party represents and warrants that it is not now nor has it ever been an Excluded Provider. For purposes of this Section, the term “Excluded Provider” means a person or entity that either: (1) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as sanctioned, debarred, excluded, suspended, or otherwise ineligible for participation in any Federal Health Care Program, as defined at 42 U.S.C. §1320a-7b(f), including, without limitation, Medicare and Medicaid. Either Party shall notify the other Party within five (5) days after the Party receives notice that it is an Excluded Provider. The Party receiving such notice from the Excluded Provider shall have the right to terminate this Agreement at any time after learning that the notifying Party is an Excluded Provider. For purposes of this Section, “UPHCS” and “Customer” shall include, as applicable, (1) the entity entering into this Agreement and (2) any such entity’s directors, officers, managing employees, or any similar agent of such entity, any person who retains an ownership or controlling interest of 5% or more in the entity, and any subcontractors or employees performing the Agreement or providing the services hereunder.

XVI. INSURANCE

Each party during the term of this Agreement, shall provide, at its cost, liability insurance coverage for claims arising out of or related to the services provided or equipment covered under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. Each party shall provide the other party with evidence of the insurance required by this section.

XVII. INDEMNIFICATION

Each party (the “Indemnifying Party”) agrees to indemnify and hold the other party, its officers, directors, employees and agents (the “Indemnified Party”) harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney’s fees and court costs) arising out of (i) the negligence acts or omission of the Indemnifying Party, its officers, directors, employees or agents, and (ii) a breach of the terms of this Agreement, including any attachments or exhibits to this Agreement, by the Indemnifying Party.

XVIII. FEES

For equipment specific coverage and fees please see attached appendix.

Appendix 1772-TM01-0124

Iowa Health System Contracting Services, L.C.
d/b/a UnityPoint Health Consolidated Services

Newton Fire Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Services provided by this Agreement include, but are not limited to (see equipment list for specific coverage):

ELECTRICAL SAFETY TESTING (ES)

- A. Physical Inspection
 - 1) Exterior of Unit
 - 2) Power Cord & Plug
- B. Electrical Leakage Current Tests
 - 1) Grounded
 - 2) Ungrounded

QUALITY ASSURANCE (QA)

- A. Mechanical Integrity
 - 1) Case, stand, and frame
 - 2) Knobs, meters, and connectors
- B. Functional (Operational) Check
- C. Visual Inspection

PREVENTIVE MAINTENANCE (PM)

- A. Quality Assurance checks
- B. Calibration check with necessary adjustments made or calibration referred to appropriate person(s)
- C. Defective or deteriorated parts replaced (and invoiced to customer) as necessary to guard against unexpected equipment failures

Services provided by UPHCS are one component of an overall hospital developed equipment management program required by CMS. Customer agrees to the preventative maintenance, risk assessment and tagging procedures which UPHCS adheres to as part of the equipment management program. Copies of these procedures will be provided upon request. Customer may select to be removed from the UPHCS AEM and/or tagging procedures by initialing below.

*Initial _____ Customer selects to be removed from the UPHCS tagging procedures. Copy of Customer's requirements must be provided to ensure compliance.

*Initial _____ Customer selects to be removed from the UPHCS alternate maintenance procedures (AEM). Copy of Customer's requirements must be provided to ensure compliance.

The following are services that when requested by the customer and/or agreed to under contractual agreement, directly contribute to an equipment management program:

Perform Quality Assurance checks on equipment we service/are contracted to service.

Provide equipment history/information on the equipment that we service/are contracted to service.

Keep an equipment inventory of equipment that we service/are contracted to service.

Perform initial inspections on new equipment, upon request of the customer and prior to use.

UPHCS also provides services in accordance with the following:

UPHCS performs electrical safety testing procedures in accordance with Code 99 of the National Fire Protection Act (2012 Edition of NFPA Code 99).

X-ray services provided by UPHCS are performed in accordance with standards set forth by the Federal Drug Administration's CFR 21

Service Analysis

Newton Fire Department - Biomed

Services provided

Clinical inspections (Electrical Safety, Quality Assurance, Preventive Maintenance) and labor for UPHCS repairs of, but not limited to, the equipment on the following page(s).

Time and Materials

Labor Rate: \$134.00/hr

Effective: 2/1/2023

Period of coverage – 2/1/2023 to 1/31/2024

City of Newton Council Report

**Item:**

Resolution setting the date for a public hearing on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder

Summary:

This action would set a public hearing to provide authorization for bonding

Financial Impact:

No direct impact as a result of setting the Public Hearing for proposed General Obligation Loan Agreements

Report Number: 2023-192**Date:**

February 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council has conducted goal setting and several budget workshops over the last several months and has discussed potential projects to be bonded for this spring. Below are the following items that are included in the proposed FY24 budget and included in the proposed FY24-28 Capital Improvement Plan that would be funded with 2023 bonds:

General Fund Bonding: (Repaid with Debt Service)

W 6 th St S Project	\$520,000
Police Vehicles	\$200,000
Wash Bay Project	\$200,000
Replenish the D&D Program	\$150,000
Parallel Taxiway Reconstruction (Airport)	\$115,000
Fire Vehicle	\$ 65,000
Engineering Vehicle	\$ 42,000
Library Roof Project	\$ 35,000
Steer Skid Loader	\$ 35,000
City Hall North Window Replacement	\$ 30,000
TOTAL:	\$1,392,000

Tax Increment Financing Bonding: (Repaid with TIF Funds)

Downtown Street Improvements FY24	\$1,340,000
Downtown Park	\$ 225,000

During the budget workshop held on February 6, 2023, the Council came to a consensus to bond for the following items if the pending legislation in the Iowa Statehouse is approved that would reduce the residential rollback to 54.65% for the FY24 budget. The items are currently in the General Fund budget but with the potential loss of revenue can be bonded for if needed:

Administration Server Upgrades	\$ 10,000
Cemetery Expansion	\$ 10,000
Parks Shop Equipment Upgrades	\$ 14,000
Park Assessment Study	\$ 16,000
Police Equipment/Computers/Technology	\$ 60,000
TOTAL:	\$110,000

Setting a public hearing does not lock the Council into borrowing for any of the projects or equipment at this time.

Recommendation:

Staff recommends approval of the resolution to fix a date of a public hearing for the March 6, 2023 meeting of the City Council, at which it is proposed to take action to enter into the loan Agreements and to give notice thereof as required by such law. Staff recommends approval of the Resolution.

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

Matt Muckler, City Administrator

February 15, 2023

Via Email

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: General Obligation Loan Agreements
Our File No. 504612-53

Dear Matt:

We have prepared and attach proceedings to be used at the February 20th City Council meeting to enable the City Council to set March 6th as the date for the hearings on the General Obligation Loan Agreements.

The documents attached include the following items:

1. Minutes of the City Council meeting followed by the resolution fixing the date, time and place for the hearings. The forms of notice of hearing are set out in Sections 2, 3 and 4 of the resolution. Please print extra copies of the notices for delivery to the publisher. Please insert the time and place of each hearing in both the resolution and the respective notices.
2. Attestation Certificate with respect to the validity of the transcript
3. Publication Certificate with respect to publication of the notices, to which must be attached the publisher's affidavits of publication with the clippings of the notices as published.

The notice of the proposal to borrow for the Essential Purpose Loan Agreement must be published at least once, not less than **four (4) and not more than twenty (20) days** before the March 6th meeting date set for the hearing, in a legal newspaper which has a general circulation in Newton. **The last date on which this notice may be lawfully published is March 2, 2023.**

The notices of the proposal to borrow for the General Purpose Loan Agreements must be published at least once, not less than **ten (10) and not more than twenty (20) days** before the March 6th meeting date set for the hearings, in a legal newspaper which has a general circulation in Newton. **The last date on which these notices may be lawfully published is February 24, 2023.**

Page 2

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings to us. If you have any questions, please contact Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: D.A. Davidson & Co.
Katrina Davis
Lisa Frasier
BOKF, NA

MINUTES TO SET DATE FOR
HEARINGS ON LOAN AGREEMENTS

504612-53

Newton, Iowa

February 20, 2023

The City Council of the City of Newton, Iowa, met on February 20, 2023, at 6:00 o'clock p.m. at City of Newton Council Chambers, Newton, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

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

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2023-_____

Resolution setting the date for a public hearing on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, heretofore proposed to enter into a General Purpose Loan Agreement (the “2022 Loan Agreement”) in a principal amount not to exceed \$1,600,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) demolition of the existing Westwood Golf Course clubhouse and construction a new clubhouse structure, including related site improvements; (2) construction and/or installation of improvements to the Maytag Pool; (3) construction and installation of pickle ball courts at the existing Aurora Park; and (4) construction of a dog park at the existing Sunset Park (the “2022 Projects”), the City has held a successful election on said proposal on September 13, 2022; and

WHEREAS, the City also proposes to enter into an Essential Purpose Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (1) constructing street, sidewalk, storm water drainage, sanitary sewer and water system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquiring vehicles and equipment for the municipal police, fire and emergency services departments; (4) acquiring and equipping vehicles for the municipal streets/public works department; (5) undertaking taxiway improvements at the municipal airport; (6) undertaking municipal cemetery expansion; and (7) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties (the “Essential Purpose Projects”) and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a General Purpose Loan Agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$300,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of developing a downtown splash-pad park and recreation facility (the “General Purpose Project #1), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement #1 and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the City also proposes to enter into a General Purpose Loan Agreement (the “General Purpose Loan Agreement #2”) and together with the 2022 Loan Agreement, the Essential Purpose Loan Agreement, and the General Purpose Loan Agreement #1, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$400,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (1) municipal library improvements, including roof replacement; (2) City Hall improvements, including window replacement; (3) acquiring servers and computer equipment for municipal use; (4) undertaking the public works wash bay project; (5) undertaking the municipal

park assessment study; and (6) undertaking facilities upgrades for the municipal park shop (the “General Purpose Projects #2” and together with the 2022 Projects, the Essential Purpose Projects, and the General Purpose Project #1, the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement #2 and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

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

Section 1. This City Council shall meet on March 6, 2023, at the City of Newton Council Chambers, in the City, at 6:00 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

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

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 6, 2023, at 6:00 o'clock p.m. at the City of Newton Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$3,000,000 for the purpose of paying the costs, to that extent, of (1) constructing street, sidewalk, storm water drainage, sanitary sewer and water system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquiring vehicles and equipment for the municipal police, fire and emergency services departments; (4) acquiring and equipping vehicles for the municipal streets/public works department; (5) undertaking taxiway improvements at the municipal airport; (6) undertaking municipal cemetery expansion; and (7) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement #1 setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$300,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 6, 2023, at 6:00 o'clock p.m. at the City of Newton Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action to enter into a General Purpose Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$300,000 for the purpose of paying the cost, to that extent, of developing a downtown splash-pad park and recreation facility.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 8% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 4. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement #2 setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$400,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 6, 2023, at 6:00 o'clock p.m. at the City of Newton Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$400,000 for the purpose of paying the costs, to that extent, of (1) municipal library improvements, including roof replacement; (2) City Hall improvements, including window replacement; (3) acquiring servers and computer equipment for municipal use; (4) undertaking the public works wash bay project; (5) undertaking the municipal park assessment study; and (6) undertaking facilities upgrades for the municipal park shop.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 8% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 5. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$5,300,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 20, 2023.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City's proposal to take action in connection with certain loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned City Clerk, do hereby certify that the City of Newton is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk
_____, Finance Officer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

City of Newton Council Report

**Item:**

Resolution approving the Newton Sanitary Landfill fee schedule

Summary:

To update the landfill fee schedule to offset increased costs.

Financial Impact:

An estimated \$200.00 increase in annual revenues.

Report Number: 2023-201

Date:

February 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Thirteen governmental entities own the Newton Sanitary Landfill through a 28-E agreement where the City of Newton is the Landfill Operator, and the other entities are Landfill Associates. The landfill operates as an enterprise fund; the only revenue source is the tipping fee. This tipping fee subsidizes many functions within the landfill, such as recycling tires, concrete rubble, yard waste, household hazardous waste, education programs, and the Customer Convenience Center.

Every year, staff reviews board prices, including tire recycling prices, and estimates costs associated with the tire recycling program. The landfill contracts with Liberty Tire, where an agreement consists of a monthly rental of a tire cage that is exchanged for a new cage once the existing cage is full. For the rental and exchange fee, prices increased by \$15.00 per month during the calendar year 2022. To offset the increase, staff has proposed an increase in the fee to dispose of tires by \$1.00 per tire. This increase received support from all 28-E landfill associates. These changes are estimated to generate an additional \$200.00 in revenue annually for the recycling budget.

Recommendation:

Approval of the proposed Landfill Fee Schedule effective July 1, 2023.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

RESOLUTION APPROVING NEWTON SANITARY LANDFILL FEE SCHEDULE

WHEREAS, the Newton Sanitary Landfill is owned by thirteen governmental entities through a 28-E agreement where the City of Newton is the Landfill Operator and the other entities are Landfill Associates; and

WHEREAS, the Landfill Operator is authorized by the 28-E agreement to establish fees and operating hours for the landfill; and

WHEREAS, Landfill 28-E members agreed upon the following Landfill Fee Schedule at the Budget Workshop held on January 31, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the following Newton Sanitary Landfill Fee Schedule be adopted.

NEWTON SANITARY LANDFILL FEE SCHEDULE

Effective July 1, 2023

Minimum Charge on all Solid Waste	\$10.00 minimum charge
Garbage Includes wood and other demolition waste not separated for disposal as demolition waste	\$53.00 per ton
Asbestos Minimum charge of \$50.00	\$100.00 per ton
Wind Blades Minimum charge of \$100.00	\$250.00 per ton
Brush - Larger than 1/4" Christmas trees No charge from Dec 26 through Jan 10	\$15.00 per ton (\$5.00 minimum)
Contaminated Dirt	\$30.00 per ton
Logs & Brush	\$15.00 per ton
Car and Motorcycle Tires	\$5.00 each
Small Truck Tires	\$8.00 each
Large Truck Tires-Super Single, Semi	\$15.00 each
Tractor Tires	\$20.00 each
Heavy Equipment Tires	\$54.00 each
All Tires on Rims	\$7.00 added per tire
Concrete Rubble	\$5.00 per ton
Surcharge of three (3) times normal fee will be charged to all solid waste from non-Newton Sanitary Landfill members	
\$10.00 Surcharge for all unsecured non-commercial loads.	
\$50.00 Surcharge for all unsecured commercial loads	
<u>Fees for the sale of crushed concrete rubble:</u>	
1.5" diameter crushed concrete product	\$8.00 per ton
2" to 4" diameter crushed concrete product	\$14.00 per ton
9" to 19" diameter riprap with rebar	\$14.00 per ton
3/4" diameter crushed concrete product	\$10.00 per ton

Screenings	\$5.00 per ton
------------	----------------

PASSED this ____ day of February 2023.
APPROVED this ____ day of February 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a Professional Design Services Agreement for the City Hall Skylight Replacement Project

Summary:

Approve agreement with TSP Architecture for the project's design.

Financial Impact:

\$4,800.00 to be paid from bond funds.

Report Number: 2023-203**Date:**

February 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

The two skylights on the City Hall building were installed in 1989 and are in poor condition. The original clear coat has completely eroded, and the fiber bloom is extensive, resulting in discoloration. There is also moisture in the panels that, in the past, has emitted foul odors. The panels are in too poor of a condition for a re-application of a clear coat, and total replacement of the curved panels is the only option.

To assist City Staff with drafting plans and specifications for the project, proposals were sought from three architecture firms to provide services, including drafting plans and specifications, assisting the owner with questions during bidding, review of bids and shop drawings, and recommendation of award.

The following proposals were received:

ETHOS Design Group	\$19,535.00
Studio Melee	\$22,600.00
TSP Architecture	\$4,800.00

The lowest responsive proposal of \$4,800.00 was received from TSP Architecture of Rochester, MN. While headquartered in Rochester, TSP Architecture also has staff working out of Marshalltown, IA, and came recommended by the City engineer.

Should this resolution be approved, the initial tasks leading to design will commence.

Recommendation:

City staff recommends approval of this \$4,800.00 Professional Fee Proposal from TSP Architecture of Rochester, MN, for the City Hall Skylight Replacement Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT
FOR THE CITY HALL SKYLIGHT REPLACEMENT PROJECT**

WHEREAS, the two skylights on the City Hall building were installed in 1989 and are in poor condition. The original clear coat has completely eroded, and the fiber bloom is extensive, resulting in discoloration. There is also moisture in the panels that, in the past, has emitted foul odors. The panels are in too poor of a condition for a re-application of a clear coat, and total replacement of the curved panels is the only option; and

WHEREAS, to assist City Staff with drafting plans and specifications for the project, proposals were sought from three architecture firms to provide services, including drafting plans and specifications, assisting the owner with questions during bidding, review of bids and shop drawings, and recommendation of award.; and

WHEREAS, the lowest responsive proposal of \$4,800.00 was received from TSP Architecture of Rochester, MN. While headquartered in Rochester, TSP Architecture also has staff working out of Marshalltown, IA, and came recommended by the City engineer.; and

WHEREAS, should this resolution be approved, the initial tasks leading to design will commence.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Professional Design Services Agreement with TSP Architecture of Rochester, Minnesota, for the City Hall Skylight Replacement Project is hereby approved.

BE IT FURTHER RESOLVED, that said Professional Design Services Agreement with TSP Architecture be signed by the Mayor on behalf of the City, with payment to be made using 2022 general bond funds.

PASSED this _____ day of February 2023.

APPROVED this _____ day of February 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



1500 Hwy 52 N
Rochester, MN 55901

(507) 288-8155

teamtsp.com

Architecture
Engineering
Planning

February 1, 2023

RE: City Hall Skylight Replacement
Newton, Iowa

Joe Grife
City of Newton, Public Works Director
403 W. 4th St N., Suite 501
Newton, IA 50208
joeg@newtongov.org

Dear Mr. Grife:

Per our previous email correspondence and meeting, we have prepared the following Professional Fee Proposal for your review.

SCOPE OF PROJECT

We understand the Scope of the Project to be as follows:

LOCATION

- Newton City Hall
101 West 4th St S.
Newton, IA 50208

TYPE

- Replacement of two translucent wall panel barrel vault skylights.

OWNER-DEFINED INFORMATION

- Original 1989 drawings and specifications

SCOPE OF PROFESSIONAL SERVICES

We understand the Scope of Professional Services to be as follows:

DISCIPLINES & SERVICES

- Architectural design
 - Provide plans details & specifications for bidding. (PDF format)
 - Assist owner with Prebid questions and issue an addendum if required.
 - Review bids with owner.
 - Review of shop drawings.
 - One site visit at Substantial Completion.

WORK PLAN

- Complete drawings and specifications for bidding by March 15, 2023

ASSUMPTIONS

- Bidding process, receipt of bids, and construction contracting by owner.
- Contractor is submitting for permit.

EXCLUSIONS

The following item(s) are not currently included in the proposed scope of professional services for this project, but may be negotiated at the Owner's convenience:

- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Cost Estimating

STANDARD OF CARE

TSP's Professional Design services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing Design Professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. TSP, Inc. makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees to the fullest extent permitted by law, to limit the liability of the Architect for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of the Architect shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

PROPOSED PROFESSIONAL FEES

For services furnished, the Client shall pay TSP, upon receipt of periodic invoices, the lump sum of:

Four Thousand Eight Hundred Dollars (\$4,800)

Reimbursable expenses are included in the above-mentioned fee.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid after 45 days shall bear interest at 1.5%, compounded monthly.

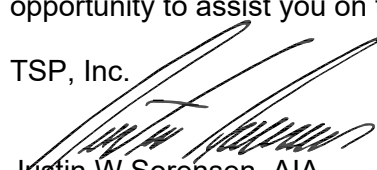
Professional architecture and engineering fees are highly dependent on the unique nature of each specific project. This professional fee proposal is the opening dialogue to help clearly establish your anticipated and desired scope of services. Our ensuing joint conversations will define a project that fits your budget and provides a reasonable and fair fee for the high-quality services tailored to your specific needs and objectives.

AUTHORIZATION

If this agreement meets with your approval, please sign in the space provided below and return a signed copy to TSP.

If you have any questions, please contact me. Thank you for allowing TSP the opportunity to assist you on this project.

TSP, Inc.


Justin W Sorensen, AIA
Architect

APPROVED FOR CLIENT

By: _____

Title: _____

Date: _____

APPROVED FOR TSP, INC.

By:  _____

Title: Principal

Date: February 1, 2023

cc: Von Petersen, TSP
Penny Harrison, TSP

City of Newton Council Report

**Item:**

Resolution renewing Newton's membership to the Mid-Iowa Planning Alliance

Summary:

The Mid-Iowa Planning Alliance (MIPA) provides economic development and planning support, such as grant writing and economic development assistance. Newton first joined in February 2022.

Financial Impact:

\$2,350.05 from Community Development General Fund Budget

Report Number: 2023-207**Date:**

February 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

MIPA provides its members with professional planning and technical assistance, as well as seeks out state and federal funding opportunities for local projects. As a support organization, MIPA also offers its members assistance in the writing and administration of grants, among other things. In summary, the core benefits and services of being as MIPA member include:

- Grant writing & administration
- Regional planning, i.e. Comprehensive Economic Development Strategy (CEDS)
- Membership support, e.g., technical assistance, map-making, local planning
- Option to contract with MIPA for local planning, such as comprehensive plans, zoning updates, or urban renewal plans.

Newton's community development staff intends to continue to utilize services provided by MIPA in FY24, primarily in the area of grant assistance for the upcoming year. MIPA is a low-cost membership which will assist the City in the implementation of the Vision, Strategic Objectives, and Goals found in Envision Newton 2042, the comprehensive plan.

Funding for the membership is already budgeted within the Community Development General Fund Budget.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION RENEWING NEWTON’S MEMBERSHIP TO
THE MID-IOWA PLANNING ALLIANCE**

WHEREAS, the Mid-Iowa Planning Alliance for Community Development is established under Chapter 504 of the Code of Iowa, and

WHEREAS, the Mid-Iowa Planning Alliance for Community Development provides economic development support and services to communities in Boone, Dallas, Jasper, Marion, Polk, Story, and Warren Counties, and

WHEREAS, the City of Newton desires to continue membership in the Mid-Iowa Planning Alliance for Community Development, participate in its programs, and receive planning assistance services, specifically assistance with grant writing to assist with the implementation of comprehensive planning goals and assistance with economic development leads;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City of Newton desires to participate in fiscal year 2024 for planning and economic development programs of the Mid-Iowa Planning Alliance for Community Development;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that \$2,350.05 from the Community Development General Fund Budget be provided for the operation of the Mid-Iowa Planning Alliance for Community Development’s planning and development programs.

PASSED this _____ day of February, 2023

APPROVED this _____ day of February, 2023

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving 2023 Water Supply and Treatment System Facility Plan Report

Summary:

Approving study and recommended improvements to Newton's water supply and treatment system.

Financial Impact:

No financial impact

Report Number: 2023-217

Date:

February 20, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City of Newton operates a municipal water system that has reliably provided safe drinking water since the existing lime softening treatment plant was constructed approximately 55 years ago. In addition to serving water users in and adjacent to the City of Newton, the system also supplies a significant amount of water to the Iowa Regional Utilities Association (IRUA). IRUA is a rural water district that serves a large portion of central and northeast Iowa.

Although the facilities have performed well, there are some concerns related to the age, condition, capacity and other capabilities of some portions of the existing water system. In response to these concerns, Newton WaterWorks contracted with FOX Strand to evaluate options for meeting the City's current and future water supply needs.

The purpose of this Facility Plan is to evaluate the existing water supply, treatment and transmission systems and develop recommendations for meeting water system needs in the future.

Several projects were identified in the report including; installing a new Jordan Well, installing clearwell baffling, installing Eight new shallow wells, recasing existing Jordan Well, replacing transmission mains and installing a lime pump feed system.

Recommendation:

Approve the 2023 Water Supply and Treatment System Facility Plan Report.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING 2023 WATER SUPPLY AND TREATMENT SYSTEM
FACILITY PLAN REPORT.**

WHEREAS, The City of Newton operates a municipal water system that has reliably provided safe drinking water since the existing lime softening treatment plant was constructed approximately 55 years ago. In addition to serving water users in and adjacent to the City of Newton, the system also supplies a significant amount of water to the Iowa Regional Utilities Association (IRUA). IRUA is a rural water district that serves a large portion of central and northeast Iowa; and

WHEREAS, Although the facilities have performed well, there are some concerns related to the age, condition, capacity and other capabilities of some portions of the existing water system. In response to these concerns, Newton WaterWorks contracted with FOX Strand to evaluate options for meeting the City's current and future water supply needs; and

WHEREAS, The purpose of this Facility Plan is to evaluate the existing water supply, treatment and transmission systems and develop recommendations for meeting water system needs in the future; and

WHEREAS, Several projects were identified in the report including; installing a new Jordan Well, installing clearwell baffling, installing Eight new shallow wells, recasing existing Jordan Well, replacing transmission mains and installing a lime pump feed system.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the 2023 Water Supply and Treatment System Facility Plan Report, is hereby accepted.

PASSED this _____ day of February, 2023.

APPROVED this _____ day of February, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 2-21-23

Vendor	Department	Description	Amount
Acme Tools - Des Moines	Engineering	Supplies	\$ 368.00
Acushnet Company	Golf	Merchandise	\$ 1,704.30
AESSEAL Midwest Inc	Water Pollution Control	Supplies	\$ 1,230.69
Airgas USA LLC	Fire	Service	\$ 162.61
Alliant Energy/IPL	All	Utilities	\$ 43,622.29
Amazon Capital Services	Fire/Police	Supplies	\$ 94.99
American Legal Publishing Corporation	Administration	Service	\$ 139.65
Baker Electric Inc	Traffic Control	Supplies	\$ 1,850.00
Barney's Services Inc	Fire	Service	\$ 335.00
Black Hills Energy	City Center	Utilities	\$ 2,530.61
Bolton & Menk Inc	All	Service	\$ 2,205.00
Bound Tree Medical LLC	Fire	Supplies	\$ 2,614.25
Brick Gentry P.C.	D&D/Legal Services	Service	\$ 18,625.00
Burdess, Rob	Police	Reimbursement	\$ 140.54
Caldwell Brierly & Chalupa PLLC	D&D Program	Services	\$ 589.92
Calibre Press	Police	Training	\$ 359.00
Cappy's Tire & Auto Service	City Garage/Parks	Supplies	\$ 1,174.21
Card Services	All	Supplies	\$ 3,594.08
Carty, Shelia	Police	Reimbursement	\$ 10.20
Cintas	All	Service	\$ 969.11
Clapsaddle-Garber Assoc	Airport RESO 2020-111	Service	\$ 3,827.26
Contract Specialty LC	Golf	Supplies	\$ 2,825.15
Diamond Vogel Inc	Water Pollution Control	Supplies	\$ 71.13
DJ Gongol & Associates Inc	Water Pollution Control	Supplies	\$ 914.86
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 2,223.52
EZ Lease	Fire/WPC	Service	\$ 245.01
Fastenal	Cemetery/Parks	Supplies	\$ 962.92
Forbes Office Solutions	All	Supplies	\$ 1,022.10
Four Points Golf Cars	Golf	Supplies	\$ 265.00
Galls LLC	Fire/Police	Clothing	\$ 687.28
General Traffic Controls Inc	Traffic Control	Supplies	\$ 2,266.00
Gralnek-Dunitz	Street Lighting	Supplies	\$ 27.50
Gregg Young Auto Center	Police	Service	\$ 1,224.13
Hamilton Glass	Snow Removal	Service	\$ 11.44
Harden, Jacob	Police	Reimbursement	\$ 32.00
Hawkeye Exterminators	Water Pollution Control	Service	\$ 10.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,291.49
Henderson Products Inc	Snow Removal	Supplies	\$ 4,834.87
HLW Engineering Group	Landfill	Service	\$ 4,590.00
Home Depot Pro	Parks	Supplies	\$ 97.36
Hotsy Cleaning Systems	Fire	Service	\$ 262.45
Housby Heavy Equipment	Landfill	Service	\$ 2,387.76
IMWCA	All	Service	\$ 2,977.00
Institute for Transportation	Street	Training	\$ 270.00
Iowa Employment Conference	Admin/Finance	Conference	\$ 790.00
Iowa Fire Equipment	Landfill/Street	Supplies	\$ 412.25
Iowa Pump Works	Water Pollution Control	Supplies	\$ 943.00
Jasper County Recorder	Planning & Zoning	Services	\$ 12.00
Johnson Aviation	Airport	Service	\$ 48.14
Joni's Creations	Fire	Service	\$ 26.00
Key Cooperative	All	Supplies	\$ 9,747.62
Keystone Labs	Water Pollution Control	Service	\$ 5,489.85
Kinetic Edge Physical Therapy	All	Service	\$ 129.00
Klocke's Emergency Vehicles	Fire	Supplies	\$ 328.89
Lyman, Rick	Parks	Service	\$ 1,925.00

M2C Inc	Water Pollution Control	Supplies	\$ 1,345.43
Magnum Automotive	Police	Service	\$ 638.85
Martin Marietta Materials	Street	Supplies	\$ 844.79
Maxim Advertising	Administration	Service	\$ 61.50
Mechanical Sales Iowa Inc	Water Pollution Control	Service	\$ 1,408.00
Mediacom	Golf	Utilities	\$ 89.95
Menards-Altoona	Parks/WPC	Supplies	\$ 642.28
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 316.81
Metro Waste Authority	Street	Supplies	\$ 468.64
MG Laundry Corporation	City Center	Service	\$ 85.85
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 1,512.50
Mid-States Organized Crime Inf	Police	Membership	\$ 150.00
Midwest Wheel Companies	City Garage	Supplies	\$ 78.80
Mohawk Lifts LLC	All	Supplies	\$ 4,889.56
MSA Professional Services Inc	P & Z RESO 2021-169	Services	\$ 13,800.00
Municipal Collections of America Inc	Police	Service	\$ 22.50
Murphy Tractor & Equipment	City Garage/Landfill	Supplies	\$ 1,282.85
NAPA Auto Parts	All	Supplies	\$ 970.72
News Printing Company	All	Services	\$ 655.35
Newton Community School	Police	Service	\$ 33.04
Nichols Controls & Supply LLC	Water Pollution Control	Supplies	\$ 175.68
Norrish, Rick	Fire	Reimbursement	\$ 25.00
O'Halloran International	City Garage	Supplies	\$ 454.13
Parkview Animal Hospital	Animal Control	Service	\$ 2,050.00
Pitney Bowes	All	Supplies	\$ 173.82
Premier Office Equipment	Police	Service	\$ 252.30
Professional Management Coaching	Fire	Service	\$ 2,500.00
Quill Corporation	All	Supplies	\$ 124.86
Reeves Heating & Cooling	Parks	Service	\$ 2,933.73
Reliant Fire Apparatus Inc	Fire	Service	\$ 882.25
Rhino Industries Inc	Water Pollution Control	Supplies	\$ 2,255.00
Safety Coalition of Central Iowa	Administration	Dues	\$ 100.00
Sandry Fire Supply LLC	Fire	Merchandise	\$ 307.00
Secretary of State	Police	Service	\$ 30.00
Shinkle, Andrew	Police	Reimbursement	\$ 273.15
Spahn & Rose Lumber Co	All	Supplies	\$ 164.98
Springer Professional Home Services	Golf	Service	\$ 92.40
Streichers	Police	Supplies	\$ 99.50
Sully Fire Department	Fire	Reimbursement	\$ 827.25
Terracon Consultants Inc	N Central TIF/WPC	Supplies	\$ 1,790.00
Theisen's	All	Supplies	\$ 1,319.89
Tompkins Industries Inc	City Garage	Supplies	\$ 197.44
True Value Hardware	All	Supplies	\$ 402.69
Two Rivers Cooperative	All	Fuel	\$ 8,659.74
United Public Safety Inc	Police	Service	\$ 55.61
United States Cellular	All	Utilities	\$ 947.07
UnityPoint Clinic-Occupational	All	Service	\$ 84.00
University of Iowa	Police	Service	\$ 250.00
USABlueBook	Water Pollution Control	Supplies	\$ 737.99
Utility Equipment Co	Water Pollution Control	Supplies	\$ 1,500.00
Van Maanen Electric Inc	Street RESO 2022-105/Tort Liability	Service	\$ 97,378.83
Warnick Mechanical	Maytag Pool	Service	\$ 3,406.00
Water Department	All	Utilities	\$ 11,059.05
Waterworth	Utility	Software	\$ 7,425.00
Windstream	Fire	Utilities	\$ 77.13
Woodruff Construction LLC	2021 Sewer Rev Bonds RESO 2022-285	Service	\$ 333,218.59
Ziegler Inc	Parks	Supplies	\$ 356.07
Zoll	Fire	Supplies	\$ 542.83

Grand Totals:

\$ 647,923.83

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utilities	\$ 1,065.91
Black Hills Energy	All	Utilities	\$ 2,427.78
TK Concrete Inc	Parks - RESO 2022-355	Service	\$ 6,426.85
Trenary Tree Care	Parks - RESO 2023-001	Service	\$ 535.03
United States Cellular	Library	Utilities	\$ 181.43
Windstream	All	Utilities	\$ 1,763.67
Total			\$ 12,400.67

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 13,365.00
Bank Iowa	All	Insurance	\$ 4,860.00
Great Southern Bank	All	Insurance	\$ 270.00
Kabel	All	Insurance	\$ 50.00
Payroll 1-06-23	All	Payroll	\$ 404,241.95
Payroll 1-20-23	All	Payroll	\$ 364,738.84
Payroll 2-3-23	All	Payroll	\$ 362,118.13
Mutual of Omaha	All	Insurance	\$ 5,053.68
Great Southern Bank	Golf	Fees	\$ 215.52
Met Life Dental	All	Insurance	\$ 10,611.45
State of Iowa	General	Sales Tax	\$ 3,519.24
Wellmark BC/BS	All	Insurance	\$ 171,953.45
Total:			\$ 1,340,997.26

Newton Waterworks Disbursements 2-21-23

Vendor	Department	Description	Amount
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 40,226.16
BAIN, TANNER ANTHONY & SUMMER	Waterworks	REFUND	\$ 19.55
BOLLHOEFER, JULIE	Waterworks	REFUND	\$ 45.59
BOOKBINDER, GRAYSON	Waterworks	REFUND	\$ 20.02
CITY OF NEWTON	Waterworks	SERIVE	\$ 22,716.32
CITY OF NEWTON- PUBLIC WORKS	Waterworks	SERVICE	\$ 540.04
CONTINENTAL RESEARCH CORP	Waterworks	SUPPLIES	\$ 328.63
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 6.97
HACH CHEMICAL COMPANY	Waterworks	SUPPLIES	\$ 94.06
HAWKINS INC	Waterworks	SUPPLIES	\$ 9,342.47
IOWA STATE UNIVERSITY	Waterworks	FEE	\$ 270.00
KEY COOPERATIVE	Waterworks	SUPPLIES	\$ 227.82
KINETIC EDGE PHYSICAL THERAPY	Waterworks	SERVICE	\$ 268.00
METERING & TECHNOLOGY SOLUTION	Waterworks	SUPPLIES	\$ 817.84
MICROBAC LABORATORIES, INC	Waterworks	SUPPLIES	\$ 253.50
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 13,141.63
NAPA AUTO PARTS	Waterworks	SUPPLIES	\$ 20.99
NEWTON DAILY NEWS	Waterworks	SERVICE	\$ 235.44
OLDFIELD, C.J	Waterworks	REFUND	\$ 73.55
T/C TOWN COUNTRY SERVICES	Waterworks	SERVICE	\$ 380.00
THEISEN'S	Waterworks	SUPPLIES	\$ 330.94
TWO RIVERS COOPERATIVE	Waterworks	SERVICE	\$ 3,808.95
UNITED RENTALS (NORTH AMERICA), INC	Waterworks	SUPPLIES	\$ 170.00
UNITY POINT CLINIC-OCCUPATIONAL MED	Waterworks	SERVICE	\$ 42.00
US CELLULAR	Waterworks	SERVICE	\$ 31.25
VALK, SEAN & SCOTT	Waterworks	REFUND	\$ 66.86
VESSCO INC	Waterworks	SERVICE	\$ 400.00
VISA	Waterworks	SUPPLIES	\$ 420.07
WATERWORTH	Waterworks	SERVICE	\$ 2,475.00
WEX BANK	Waterworks	SUPPLIES	\$ 692.59
WINDSTREAM	Waterworks	SERVICE	\$ 1,005.60
WINDSTREAM COMMUNICATIONS, INC	Waterworks	SERVICE	\$ 297.50

TOTAL:

\$ 98,769.34

City of Newton Council Report

**Item:**

Public Hearing on a Resolution Approving the Maximum Property Tax Dollars for Fiscal Year July 1, 2023 – June 30, 2024

Summary:

Public Hearing on a Resolution Approving the Maximum Property Tax Dollars for Fiscal Year July 1, 2023 – June 30, 2024

Financial Impact:

Resolution Approves the FY24 Maximum Property Tax Levies in Certain Funds

Report Number: 2023-191**Date:**

February 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

The 2019 Iowa State Legislature passed bill #SF634 into law which requires cities to hold an additional public hearing during the budget process to set a maximum in property tax dollars received in certain levies. This requirement does not include the Library levy or the Debt Service levy. The maximum property tax dollar public hearing must be held before a public hearing is set on the final budget.

The final FY24 budget that will be approved in the coming weeks by the Council will likely have a lower property tax dollar amount as there is pending legislation in the Iowa Statehouse that would reduce the residential rollback.

The total FY24 maximum property tax dollars for the affected property tax levies for the City of Newton is \$7,946,354, which is an increase of \$788,290 from FY23, or 11.01%. The notice was published in the Newton Daily News on February 10, 2023 and posted to all of the City of Newton social media accounts as required by law.

Recommendation:

Staff recommends approving the attached resolution for the maximum property tax dollars for fiscal year 2023-24.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR JULY 1, 2023 THRU JUNE 30, 2024

WHEREAS, the City Council of Newton, Iowa has considered the proposed FY24 City maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed City maximum property tax dollars was published as required and posted on the City of Newton’s website and social media accounts; and

WHEREAS, a public hearing concerning the proposed City maximum property tax dollars was held on February 20, 2023;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the maximum property tax dollars for the affected tax levies for FY24 shall not exceed the following total:

Total FY24 Maximum levy for affected property tax levies: \$7,946,354.

BE IT RESOLVED the maximum property tax dollars requested in the total maximum levy for affected property tax levies for FY24 is hereby approved.

Roll Call Vote:

Mark Hallam	-	YEA / NAY
Melissa Dalton	-	YEA / NAY
Evelyn George	-	YEA / NAY
Randy Ervin	-	YEA / NAY
Craig Trotter	-	YEA / NAY
Vicki Wade	-	YEA / NAY

PASSED this 20th day of February 2023.

APPROVED this _____ day of February, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF NEWTON - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/20/2023 **Meeting Time:** 06:00 PM **Meeting Location:** City Hall Council Chambers / 101 W 4 St S / Newton Iowa

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.newtongov.org

City Telephone Number
 (641) 792-2787

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	491,160,425	545,776,307	545,776,307	
Tax Levies:				
Regular General	3,978,400	3,978,400	4,420,788	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			1	
Liability, Property & Self-Insurance Costs	230,000	230,000	310,000	
Support of Local Emer. Mgmt. Commission	22,400	22,400	22,400	
Emergency			0	
Police & Fire Retirement	922,360	922,360	930,927	
FICA & IPERS	541,363	541,363	627,594	
Other Employee Benefits	1,463,538	1,463,538	1,634,644	
Total Tax Levy	7,158,061	7,158,061	7,946,354	11.01
Tax Rate	14.57377	13.11538	14.55972	

Explanation of significant increases in the budget:

Increases in salaries and operating expenses for City operations as well as increased costs for property insurance and benefits for employees.

If applicable, the above notice also available online at:

<http://www.facebook.com/cityofnewtoniowa> <https://nextdoor.com/agency/city-of-newton> <https://newtongov.org/> <https://www.facebook.com/GetToKnowNewton/>
<https://twitter.com/gettoknownewton> <https://www.instagram.com/gettoknownewton/>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

City of Newton Council Report

**Item:**

Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking on various streets in northeast Newton

Summary:

Restrict street parking for safety purposes and accommodate current use.

Financial Impact:

N/A

Report Number: 2023-76

Date:

February 20, 2023

Lead Department:

Police

Recommendation:

Approve

Background:

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

The listed streets are 25ft feet wide and are not wide enough to safely accommodate parking on both sides. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking as detailed below:

- No Parking on the south side of the 2000-2200 block of N 3rd Ave E
- No Parking on the east side of the 200 block of E 21st St N
- No Parking on the south side of the 2000-2200 blocks of N 2nd Ave E

Surveys describing the recommended changes were sent to the adjacent property owners along the affected streets. Twenty surveys were returned with 13 residents agreeing with the recommended changes and seven opposing the recommended changes.

During the February 6, 2023 City Council meeting, the City Council reviewed the proposed ordinance and voted in favor to amend the ordinance to restrict parking as detailed below:

- No Parking on the north side of the 2000-2200 blocks of N 3rd Ave E
- No Parking on the north side of the 2000-2200 block of N 2nd Ave E
- No Parking on the east side of the 200 block of E 21st St N (same as original proposal).

Recommendation:

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING ON VARIOUS STREETS IN NORTHEAST NEWTON

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

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

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

STREETS, NORTHEAST QUADRANT

East Twenty-First Street North

"No Parking Anytime".

East side from North Second Avenue East to North Third Avenue East.

AVENUES, NORTHEAST QUADRANT

North Second Avenue East.

"No Parking Anytime".

Northside from East Eighth Street North east four hundred eighty-one (481) feet.

Southside from East Fourth Street North east to East Eighth Street North.

Southside from East Third Street North, east 75 feet.

North side from East Fifteenth Street North to East Seventeenth Street North.

North side from East Twentieth Street North to East Twenty-First Street North.

North Third Avenue East.

"No Parking Anytime".

North side from East Fourth Street North east to East Thirteenth Street North.

South side from East Twelfth Street North west 50 feet.

North side from East Twentieth Street North to East Twenty-Third Street North

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2023, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Katrina Davis, City Clerk

Please select agree or oppose and return to the City of Newton Police

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Parking Survey

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2105 N. 2nd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

No Parking on both sides to near

2205 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

N 3rd Ave E Two cars always park right across from each other every day. Have to take another street.

2105 N. 3rd Ave. E.

West of 21st St on N 3rd Ave E

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

Comments from Resident at

most people already park on south side so why not say no parking on N. Side

2104 N. 2nd Ave. E.

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

Comments from Resident at

I am in favor of any parking restrictions, including no parking on both sides of these streets

2108 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2112 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

It's a bust time.

2000 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2100 N. 3rd Ave. E.

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

Comments from Resident at

2011 N. 3rd Ave. E.

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2008 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2010 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

208 E. 21st St. N.

December 27, 2002

City of Newton
Traffic Safety Committee
101 W 4th St. S
Newton, IA. 50208

I am responding to the December 19th 2002 letter regarding proposed change in Parking Status; Please Complete the survey responding to the City of Newton's recommendation to restrict parking. Are you restricting parking as to mean that is the area parking is restricted to? Or are you restricting parking as not to park on that particular side? The grammar used creates a bit of ambiguity. I think most will conclude that restricting means not allowed to park and will presume that is what this says. Also, this is a long letter. I hope it will be read to from the beginning to the end and not just tossed aside or glanced at.

As I said I can read that in two ways. Why not say No parking that we all understand?

- 1.) No Parking allowed on the south side of 2000 -2200 block of N 3rd Ave S.
- 2.) No Parking allowed on the east side of 200 block on E 21st St N.
- 3.) No Parking allowed on the south side of 2000-2200 block of N 2nd Ave E.

This survey is probably just a courtesy and your decisions have already been made but it's sent out to make the citizens feel good about responding like they have a voice. And really? Sending out something like this during the Holiday seasons when everyone is overwhelmed is no doubt a planned strategy to hope to not get many responses and just go on your way as planned? This is a bad time of the year for most to have to add this to their Holiday agenda, travels and cleaning up after winter storms and now do this. Why could this not be done at a better time?

The response allowed in a tiny little post card form is inadequate for a proper response. Perhaps I'm in agreement on some and disapprove of another? Is that even an option? No place to even make a comment more than 3 words. It is appreciated that the card is self-addressed and postage paid. But again, a strategy to get these not only returned by December 30th, but done perhaps in haste and only allow to check off to approve or oppose.

First of all, I get it. There is a need for safety. More so for fast service for Police response, Ambulance and Fire. The latter two are wider vehicles and to slow up between vehicles or weave in and out slows the progress to give aid. I'd want the fastest response to my house or loved ones to occur. I do not think anyone would want otherwise. We have several elderlies on our street and Ambulances have been on our street several times since I've lived here in 1999. I even have had an ambulance here for me back in 2015 or so. I get it. There is a need to do something with the parking.

I'll make a couple comments first before getting into details. In some of the areas noted as well as through out the city I note people can't park correctly. At angles slightly leaving the rear of the car out or front. And they are further away from the curb than 18 inches. That is the measurement I was taught back in the day, Driver's ed that you need to be within to be legally parked. Has that changed? There is no doubt some of this going on, parking further away from the curb and I question if the NPD ever has given out a warning or to ticket for such? I see this kind of half hazard parking on the 2000 to 2100 block of N 3rd Ave E, as well as some areas of 2000 block N 2nd Ave E going West. This section of street is probably being addressed as well, and can be hard to navigate through but not subject to my particular survey I was sent. I've seen that kind of parking done down town too. I wonder if the owner of the car is even qualified to drive! Seriously. Anyway, my point is some of the issues is caused by how your citizen's park. Not just the width of the street. Secondly, in winter months your snow plow crews do not get right to the curb. Some year's I've seen these streets narrow significantly by a foot or two on each side. No doubt parking on one side of the street would assist during this time. But would also help if the snow build up would be removed correctly. I personally get the snow blower out and remove to the curb what the city trucks did not do in front of my place as well as a few neighbors, including across the street as I do park on the street occasionally and want good spacing for vehicles to pass by without incident. My snow blower is 26" wide. And I am removing $\frac{3}{4}$ of this or about 20 inches. That's on both sides so in winter our street has a reduced width of almost 4 feet. That is not the citizen's fault. And I get that no one want's their yard torn up by blades that get to close or blades get damaged hitting the curb. It's just part of the winter that we have to deal with and make the best of. But it does make our street's even more narrow.

I'm curious if before this survey went out. Did anyone one there physically look and analyze any data and do a study themselves on these streets? Or is it all presumed. For example, if you did, you would note that from 23rd to 21st 3rd Ave E is not used heavily. It is at an angle with some curves. It is a street that mainly the residents living in this area use. Unlike 2nd N Ave E or 4th N Ave E. Once in a while some speeding kid goes by perhaps as a short cut. But really it is a slow street, meaning not much traffic and those that drive it live here and drive reasonably, unlike 23rd where they go 10 to 15 mph over the 25-mph limit. (I'd suggest a NPD officer park on the south side facing 23rd and see for yourself how they drive and give some tickets and maybe this would slow them down.) There are no sidewalks so people walk on the street as well. We have lots of walkers and dog walkers on this street. You would have noticed that the residents on the North side do not park or rarely park on the street. They are always in their driveways. There may be a rare occasion they have visitors and will park on the North side. But the North side of the street is rarely used. If your due diligence was noted you would see in this area that mainly two households park on the street and on the south side, as our houses are on the south side. That is me, as well the neighbor to the west of me. Balek and Williams residences. The majority of the time our Postal delivery person, Jim will also park on the south side of the street as it is more convenient for him vs. the North side. As does the hired lawn care people for either residents living on the North or South sides. They park on the south side. As does too pooped to scoop service. There is one lawn service that parks on the North side when doing the yard across the street. My point here is the majority of the time folks that service this area park on the south side as well as only two residents that live on the south side. Your survey card will not show any of that detail. You would get that only from doing a neighborhood canvas.

The other thing with this section of street is I have a pull behind camper. I sometimes park it in the street overnight in front of my house hitched to my truck with an extension cord out to it prepping it for a camping trip, getting the refrigerator cold. To park on the North side, well I do not think its feasible or legal to have a drop cord go across the street. And the way the curves and distance between the driveways plays a lot on how people park. There is actually less parking on the North side because there are more driveways on the North side. 7 driveways on the North side of N 3rd Ave E from 23rd to the curve that turns into 21st. There are 4 driveways on the south side of this section. This is the real reason why the majority of visitors, venders and residents park on the South side. Yet, your "survey" wants to move parking to the North side, which is really going to cause more inconvenience for everyone in this section.

Another hardship for me to consider is the angle of the street to my driveway makes it impossible for me to back my camper in my driveway without going over peoples lawns if I were to try to back in with my front of truck headed easterly. I can only do this maneuver headed westerly, and back in my driveway. You would need to come to my street and drive to see visually what I mean as this is not a 90-degree angle from street to my driveway. It is more like a 40 to 50 degree and heading west makes it easy to back in. Headed east its nearly impossible. If cars are parked on the North side it will be impossible to back in my driveway in either direction. Please feel free to contact me, 641-530-4260 and I will personally show you this issue and the 7 driveways on the North side, 4 on the south. The way it is working now no one complains. Let us all keep parking on the south side. There is a lady at the curve that drives a bigger car, a red Cadillac, Tish. She might be one that has complained as her eyesight isn't the best and seems to need 5 feet on both sides of her before she feels good about driving between cars. I have had to help guide her as she stopped and hesitated to go between. Seriously this has happened. But I do get it, the need is there to restrict parking to one side.

The other issue I have with parking only on north side is in the winter months. It is against common sense to head your vehicle into the NW prominent winter winds. You want the rear of the vehicle to shelter the engine area. Studies have shown that wind chill factors do affect the performance of starting a vehicle in cold weather. Metal isn't supposed to get any colder than the ambient temperatures. But over the years my personal experience is having more issues of starting or snow pack in the engine area when facing the wind. Any East West Street in winter the vehicles will perform better starting on cold windy days if they face the opposite wind direction. I doubt the city would like me parking on the North side but facing the opposite direction? Just like livestock will shelter their backs. And even people will do.

I have no issue on 2nd Avenue either from 2000 to 2200 block. Meaning no need. I have been able to maneuver my wider than a car camper thorough. Sure, might meet a vehicle and one yield to the other in a customary courteous fashion. I do not see the need here. Again, most vehicles are parked on the south side only. I rarely see a car parked long term, overnight on the north side. And now you're going to make these people that do park, on the south side an inconvenience them when no one hardly parks on the north side of the street. If restriction of parking, I'd again say allow parking on South side only.

I have not had any issue either on 21st Street 200 block. There have been cars parked on both sides and I can easily pull my camper between them and have plenty of space on each side of me. No, I can't race

between them and have to drive at a reasonable speed and watch my mirrors. It would be easier if parking was allowed on one side only. It does not affect me as I have never had an issue on this street.

Regarding 2000 to 2100 block of N 3rd Ave E. This is problematic. It is perhaps narrower than my street section from 2100 to 2200? But there are cars parked often on both sides especially the easterly side of this block. I have never not been able to get through, however, it can be challenging with less than a foot of space on each side and you creep through it. I have to slow anyway for the stop sign. But it is difficult. I would like to see parking on the south side of this street as well to be consistent with the request of parking on south side of street on the 2200 block for reasons already mentioned.

The other issue you can create is people thinking they have enough room on meeting and pass each other with only parking on one side. My daughter experienced a side swipe because of this same thing. Meeting a car that thought they had space while going around a parked car, with parking on one side.

I will say at least what is being considered is one side all the time and not that darn odd and even days where you park on one side one day then the other side the next. Thankyou for not doing that!

Please feel free to contact me 641-530-4260 if you want. As noted, it doesn't make sense for parking to be on the North side of the 2200 block of N 3rd Ave E when there is less parking to be had with 7 driveways on that side, and only 4 on the south side. And that already the vendors, service providers, especially with trailers that haul their lawn equipment and post office already see's these issue and parks accordingly on the south side.

Best Regards,

Jerry Balek
2201 N 3rd Ave E
Newton, Iowa
641-530-4260

2201 N. 3rd Ave. E.

E. Ball

See letter for details

Comments from Resident at

☒ ☐

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

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Parking Survey
Please complete the survey responding to the City of Newton's recommendation to restrict parking:

12-22-2022

Dear City of Newton,

I live at 2002 N. 2nd Ave E. Newton, Ia.
I do not want parking to be changed to the
north Side of the Street.

The majority of people that are my neighbors
park on the South Side of the Street now.

I would like to keep it that way.
I do not want them parking in front of my
house.

So please just make it be Southside
parking only. The majority park there already.

Sincerely

Mrs. Russell Carpenter

Parking Survey
Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2104 N. 3rd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

Parking should be allowed on South side not North side, not fair to our side, we do not abuse the parking situation.

2010 N. 2nd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2009 N. 2nd Ave. E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2002 N. 2nd Ave. E.

We understand the concern for emergency vehicles and commercial vehicles allowing safe passage with cars parked on both sides. However, we are wondering if this is being addressed because of a complaint or are all the streets and avenues that are 25 foot wide in Newton being approached with this issue?

With the number of people who currently park in the street on our block (N.3rd Avenue E.) we feel limiting to one side will not allow us adequate parking for guests and family gatherings. We also feel that with the shortness of our avenue and the driveways being so close together this will create an even bigger problem for adequate parking and driving down our avenue.

Dick and Connie Palmer

2005 N. 3rd Avenue E.

Parking Survey

Please complete the survey responding to the City of Newton's recommendation to restrict parking:

- South side of the 2000-2200 block N. 3rd Ave. E.
- East side of the 200 block E. 21st N.
- South side of the 2000 block N. 2nd Ave. E.

Please select agree or oppose and return to the City of Newton Police Department by December, 30, 2022.

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

Comments from Resident at

2005 N. 3rd Ave. E.
Dick & Connie Palmer

2005 N. 3rd Ave. E.

City of Newton Council Report

**Item:**

First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90, "Animals"

Summary:

Proposed changes to the animal ordinance language to allow for better control of dogs and response to animal bite incidents.

Financial Impact:

N/A

Report Number: 2023-205

Date:

February 20, 2023

Lead Department:

Police

Recommendation:

Approve

Background:

Since the Covid-19 pandemic in 2020, animal complaints and particularly reports of dog bites in Newton have been on the rise. During the Covid-19 pandemic, many people throughout the U.S. purchased dogs to pass the time and fill the gap of isolation during quarantine. Now that the pandemic is over and people have returned to work, a nationwide crisis of dog overpopulation in animal shelters, abandonment, neglect and the presence of unwanted behaviors in many of these dogs due to not being properly socialized or trained has occurred. As a result of these issues, the City has taken steps to revisit the current animal ordinance and, in partnership with the Animal Review Committee, citizen input, and a review of current best practices and case law, changes to the ordinance have been proposed. The following is a bulleted summary of the proposed changes:

- Language clean-up eliminating references to JCARL
- Allows dogs to be off leash in a dog park.
- Require signage for property owners who use underground fencing to contain dogs.
- Adds prohibitions and limitations on tethering during certain time periods.
- Add a dangerous dog designation and re-defines vicious dog.
- Requires quarantine in most dog bite cases that occur in public.
- Expands the definitions of injury to: fatal, disabling, serious and minor.
- Prohibits dogs deemed dangerous or vicious in other jurisdictions from residing in Newton.
- Prohibits dogs deemed problematic from using city-owned dog parks.
- Increase the insurance requirement for problematic and dangerous dogs to \$125,000 from \$50,000.

All dogs declared "vicious" prior to the passage of this proposed ordinance will be re-classified as "dangerous" dogs.

Recommendation:

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE IX, CHAPTER 90, "ANIMALS".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWTON DOES ORDAIN AS FOLLOWS:

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90, "Animals" is hereby amended by adding or deleting the following:

§ 90.01 ADMINISTRATION AND ENFORCEMENT.

(A) General. The City Administrator shall be responsible for the administration of the provisions of this chapter. The City Administrator, and the City Administrator's duly-designated representatives, including, but not limited to, the Chief of Police or any member of the Police Department ~~and the County Animal Rescue League~~, shall be responsible for the enforcement of the provisions of this chapter. Those persons charged with enforcing the provisions of this chapter shall have the authority to seize and impound animals pursuant to the provisions of this chapter and shall have the authority to write and serve municipal infraction citations and enforcement/impoundment fee tickets as provided in this chapter. It shall be the duty of those persons charged with enforcing the provisions of this chapter to impound any animals found in violation of the terms of this chapter, unless the responsible party for the animal can be served a municipal infraction and the officer believes the impoundment is not warranted. References to the City Administrator herein contained shall be deemed to include the City Administrator's duly- appointed designee.

(2011 Code, § 13.0301)

(B) Contracts with an animal control facility. ~~Contracts with humane societies and the like.~~ The city may contract with ~~any incorporated society or association~~ another governmental entity, nonprofit, or private entity for the prevention of cruelty to animals, for the collection and protection of dogs and cats, for the maintenance of a shelter or pound, for unlicensed or untagged dogs and cats and for lost, strayed or homeless dogs and cats and for the destruction or other disposition of seized dogs and cats not redeemed, as provided by this chapter.

(2011 Code, § 13.0320)

(Ord. 2189, passed 4-10-2012; Ord. 2205, passed 1-28-2013)

§ 90.03 DOGS, CATS, PIGS AT LARGE.

(A) (1) Dogs and pigs properly identified as required by law shall be deemed at large if the animal is off the premises of the owner. A dog or pig shall not be deemed at large if:

- (a) On the premises of its owner;
- (b) Off the premises of the animal's owner and under the control of a person given charge of the dog by the owner by leash, cord, chain or other similar restraint not more than six feet in length;
- (c) Confined within a motor vehicle; or
- (d) Properly housed in a veterinary hospital or kennel or commercial establishment as defined by Iowa Code Ch. 162.
- (e) In the designated enclosed area of a city owned dog park.

(2) Cats are allowed to be unrestrained any time within the city, except agents and agencies responsible for animal control within the city are hereby authorized to temporarily seize any cat running at large within the city for the limited purposes of ascertaining whether such cat is currently licensed and vaccinated for rabies. Upon confirmation of current license and rabies tags, such cat shall be immediately released. In the absence of a current license or rabies tag, such cat shall be impounded as provided hereinafter.

(3) A cat, properly licensed and displaying such license as required by law, shall not be deemed at large if the cat is not causing damage or interfering with property of another.

(2011 Code, § 13.0303)

(B) No owner, or person in charge, of any licensed or unlicensed dog, or any cat, or any pig, shall permit such dog or cat or pig to run at large in the city at any time as described in division (A) above.

(C) Owners utilizing an electronic underground invisible fence to contain dogs in the front yard or side yard of a corner lot of their residential property shall post a sign in such a place as to provide notice to persons entering the property or utilizing an adjacent public sidewalk or street indicating the presence and use of an invisible fence.

(2011 Code, § 13.0319)

(Ord. 2189, passed 4-10-2012; Ord. 2205, passed 1-28-2013; Ord. 2247, passed 5-4-2015; Ord. 2280, passed 1-4-2017) Penalty, see § 90.99

§ 90.15 DISPOSITION OF FEES COLLECTED.

~~—Other than license fees, all other fees collected under this chapter shall be remitted to or turned over to any society under contract with the city for use in defraying expense of animal control within the city.~~

(2011 Code, § 13.0327)

§ 90.16 QUARANTINE.

Except as otherwise outlined in this chapter, the ~~The~~ Chief of Police or the Chief's designee shall cause a dog or cat to be quarantined or placed in a secure area for observation for a minimum period of ten days when any such dog or cat has bitten or caused any skin abrasion upon any person. If the animal is placed in isolation ~~by such humane society~~, the owner shall be required to pay the impounding fee and fee for food and care provided for in this chapter, and if the owner fails to pay the fees at the end of the period of isolation as directed by the Chief of Police, the animal may be humanely disposed of by a licensed veterinarian ~~the society~~. If the dog or cat that has bitten someone or caused any skin abrasion upon any person is unclaimed or the owner is unknown, then it shall be held in isolation, at the direction of the Chief of Police, by the contracted animal control facility for observation not less than ten days and then humanely disposed of by ~~said society facility~~.

(2011 Code, § 13.0328) (Ord. 2205, passed 1-28-2013)

§ 90.19 TETHERING

- (A) No owner or responsible person shall allow an animal to be tethered and with a rope, chain, or similar device that is less than ten feet (10') or more than fifty (50') in length. TETHERING means fastening an animal to a fixed object so as to limit its range of movement using a rope, chain, or similar device
- (B) No person shall allow an animal to be tethered and unattended between the hours of 10PM and 6AM. An animal is unattended if the animal is more than fifty feet (50') from the person and the animal is not in the person's line of sight.
- (C) No person shall allow an animal to be tethered using a collar made of metal or chain, excluding the buckle, or using a collar, even if made of cloth, designed to continue to tighten, such as a slip lead or noose, when pulled tightly.
- (D) No person shall allow an animal to have access to a public sidewalk or street while tethered.
- (E) No person shall allow an animal to be tethered to a utility pole, parking meter, building, structure, fence, sign, tree, bush, bench, newspaper or advertising rack or other object on public property.
- (F) No person shall allow an animal to be tethered in an unsafe location. An unsafe location includes, but is not limited to, near a fence whereby the animal could asphyxiate itself if it jumped over the fence or on a deck whereby the animal could asphyxiate itself if it jumped off of the deck.
- (G) No person shall allow an animal to be tethered in a manner that allows it to become entangled with another tethered animal.

§ 90.30 WHEN REQUIRED.

It shall be the duty of the Police Department ~~city's Humane Officer~~ or any society entity under contract with the city to cause to be collected and impounded any licensed or unlicensed dog, cat or pig which is not currently licensed and vaccinated found to be at large in the city at any time, unless the responsible party for the animal can be served a municipal infraction and the officer believes the impoundment is not warranted. When such dog or cat or pig has been apprehended and impounded, written notice shall be given to the owner of such within two days, if such owner's name and address appear on the dog's or cat's collar or can be otherwise found.

(2011 Code, § 13.0321) (Ord. 2205, passed 1-28-2013)

§ 90.31 FEES.

An impoundment fee and a fee to cover the cost of food and care during impoundment for each dog and cat impounded shall be allowed as set ~~by the society~~ by the contracted animal control facility under ~~contract~~ and approved by the City Council.

(2011 Code, § 13.0322)

§ 90.33 REDEMPTION OF LICENSED DOGS AND CATS.

The owner of an impounded licensed dog or cat may claim and redeem such dog or cat upon payment of the impounding fee, plus the fee for costs of food and care. If the dog or cat does not have a current rabies vaccination, the owner ~~shall also be obligated~~ is required to obtain such vaccination before the animal leaves the animal control facility ~~show satisfactory proof of intent to have the dog or cat vaccinated immediately, and within two working days of redeeming the dog or cat the owner thereof shall provide written documentation of such vaccination to the impounding agency. Failure of the owner to provide such documentation in a timely manner shall constitute a new and separate municipal infraction punishable as provided above.~~

(2011 Code, § 13.0324)

§ 90.34 REDEMPTION OF UNLICENSED DOGS AND CATS.

(A) The owner of an impounded unlicensed dog or cat may claim and redeem such dog or cat upon payment of an impounding fee, plus the fee for costs of food and care and purchase of proper license for such animal.

(B) If the dog or cat does not have a current rabies vaccination, the owner ~~shall also be obligated~~ is required to obtain such vaccination before the animal leaves the animal control facility. ~~show satisfactory proof of intent to have the dog or cat vaccinated immediately, and within two working days of redeeming the dog or cat the owner thereof shall provide written documentation of such vaccination to the impounding agency.~~

~~(C) Failure of the owner to provide such documentation in timely manner shall constitute a new and separate municipal infraction punishable as provided above.~~

(2011 Code, § 13.0325)

§ 90.35 DISPOSITION OF UNREDEEMED DOGS AND CATS.

At the expiration of the period of impoundment provided in this subchapter, an unredeemed dog or cat may, at the discretion of the Chief of Police or the Chief's designee or any ~~society~~ animal control facility under contract with the city as provided herein, be humanely destroyed or otherwise disposed of in accordance with the law.

(2011 Code, § 13.0326)

VICIOUS, DANGEROUS AND PROBLEMATIC DOGS

§ 90.50 RESTRAINING VICIOUS PROBLEMATIC AND DANGEROUS DOGS.

Notwithstanding any other provisions of this chapter, no person owning possessing, harboring or having the care of a vicious, ~~dangerous or problematic~~ dog, as defined in this subchapter, shall permit such animal to go unconfined upon the premises of such person and shall not permit the dog to go beyond the premises unless the dog is securely leashed and muzzled.

(2011 Code, § 13.0329) Penalty, see § 90.99

§ 90.51 DEFINITIONS.

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

AT LARGE. Dogs found off premises of the owner or keeper. A vicious dangerous dog or a problematic dog shall not be deemed AT LARGE if the dog is:

- (1) Muzzled, attached to a leash of sufficient strength and six feet in length to control the dog where such leash is held by its owners or keeper at all time;
- (2) Contained within an enclosed motor vehicle or crate; or
- (3) Housed in a licensed veterinarian's clinic or kennel.

DANGEROUS DOG. Any dog that has been declared or found to pose a risk to public safety by the animal control authority, law enforcement agency or court for conduct consistent with the following:

- (1) Has on any single occasion caused injury to a person that is less severe than a fatal or disabling injury;
- (2) Has killed a domestic animal or pet or has inflicted injury upon a domestic animal or pet such that the domestic animal or pet later dies or is euthanized due to the attack;
- (3) Has previously been designated as a "problematic dog" by this or any other jurisdiction, and engages in behavior that poses a threat to public safety as described herein on two or more occasions;

(4) Has previously been designated a “dangerous” dog by this jurisdiction or its substantial equivalent by any other jurisdiction; and

(5) Has engaged in or has been trained to engage in exhibitions of fighting.

DISABLING INJURY. Any injury which does any of the following: (1) creates a substantial risk of death, (2) causes serious permanent disfigurement or (3) causes protracted loss or impairment of the function of any bodily member or organ.

FATAL INJURY. Any injury that results in the death of a person or animal.

MINOR INJURY. Any superficial injury that does not rise to the level of bodily injury, which may include, but is not limited to, abrasions, scratches, lacerations, and punctures that may cause minor bleeding or bruising, but doesn’t require sutures, staples or stitches.

OWNER. A person who has a right of property or custody of a dog. For purposes of this definition, a right of property or custody of a dog exists if a person knowingly permits a dog to remain on or continuously return to any premises occupied by that person for two weeks or more at a time.

PROBLEMATIC DOG. A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

(1) Causing an injury to a person or domestic animal that is less severe than a serious injury;

(2) Without provocation, chases vehicles or threatens, attacks, aggressively barks, growls, or interferes with persons or other domestic animals while the latter are on public or private property, irrespective of whether the dog is on private or public property;

(3) Founded incidents of Running at large, as defined herein, and or impounded by the animal control authority, or owners having been cited by the Police Department ~~or the organization authorized to enforce the problematic or vicious dog law~~ two three times for running at large within any 12-month period;

(4) Acts in a highly aggressive manner within a fenced yard/enclosure and/or is tethered and appears to the animal enforcement or other law enforcement officer to be able to jump over or escape.

(5) Has a known propensity, tendency or disposition to attack persons or domestic animals, unprovoked, causing injury or less than serious injury, or to otherwise threaten the safety of humans or domestic animals.

PROPER ENCLOSURE. An enclosure that is sufficiently constructed and maintained to effectively prevent a dog subject to this subchapter from escaping. Such enclosure requires the following minimum requirements:

(1) Problematic and ~~vicious dangerous~~ dogs to be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this subchapter. Such pen, kennel or structure must have secure sides and a secure top attached to the sides or, in lieu of a top, walls at least six feet in height and at least six feet taller than any internal structure;

(2) All pens or other structures designed, constructed or used to confine problematic and ~~vicious dangerous~~ dogs must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom, floor or foundation attached to the sides of the pen, or the sides of the pen must be embedded in the ground no less than ~~two feet~~ one foot so as to prevent digging under the walls by the confined problematic or ~~vicious dangerous~~ dog;

(3) In addition to a securely enclosed and locked pen or kennel, a problematic dog may be securely confined by a substantial wood, vinyl or composite privacy fence of no less than six feet tall with a secure bottom that would prevent digging. Such fence should be constructed in a manner that would prevent the animal from escape and access to persons or other animals.

~~(34)~~ Compliance with all pertinent zoning ordinances and other ordinances; and

~~(45)~~ No problematic or ~~vicious dangerous~~ dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition.

QUARANTINE. The strict isolation imposed to prevent the spread of disease.

RABIES. An acute viral disease of the central nervous system that is transmitted through the saliva from a bite or abrasion from an infected animal.

RESPONSIBLE PERSON. A person at least 18 years old who is able to keep the dog under control at all times.

REVIEW COMMITTEE. A three-member board appointed by the City Council consisting of a member of the public, an animal professional and a city employee for the purpose of making a determination of whether a dog is a problematic, dangerous or vicious dog.

SERIOUS INJURY. ~~Any injury causing heavy bleeding, permanent nerve damage, damage beneath the skin or stitches. Any injury that does not rise to the level of fatal or disabling injury and is more severe than a minor injury.~~ Serious injury includes, but is not limited to, minor broken or fractured bones, abrasions, lacerations or punctures causing exposure to deeper tissue/muscle and moderate to heavy bleeding requiring sutures, staples or stitches.

VICIOUS DOG. Any dog that has been declared or found to pose an unacceptable risk to public safety by the animal control authority, law enforcement agency or court for conduct consistent with the following:

- (1) Has on any single occasion caused the death or the serious disabling injury to a person or ~~domestic animal~~;
- (2) ~~One more than one occasion,~~ Has has killed a domestic animal or pet or inflicted injury upon a domestic animal or pet such that the domestic animal or pet later dies or is euthanized due to the attack;
- (3) Has previously been designated as a “dangerous dog” by this or any other jurisdiction, and engages in behavior that poses a threat to public safety as described herein on two or more occasions;
- (4) Has previously been designated as “vicious dog” by this jurisdiction or its substantial equivalent by any other jurisdiction; and

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017; Ord. 2360, passed 5-20-2019)

§ 90.52 DETERMINATION OF PROBLEMATIC AND DANGEROUS DOGS.

(A) After an investigation, the Police Chief or his or her designee is authorized to make a determination whether a dog is problematic based on the factors listed in § 90.51 of this chapter and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status.

(B) Following attempted notice to the owner if the Police Chief or his or her designee has probable cause to believe that a dog is a problematic or dangerous dog and may pose a threat to public safety, the Police Department may, by owner consent or warrant, impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements hereof. The owner of the dog will be liable for the costs of impounding and keeping the dog.

(C) The owner may request a hearing before a review committee by sending a written notice to the City Clerk within ~~45~~ 10 days after the date of notice from the city of the determination of a problematic dog. Upon receipt of a request for hearing, the review committee shall schedule a hearing concerning the determination of a problematic or dangerous dog to be held within 30 days after receipt by the city of the request for hearing. The determination regarding a problematic or dangerous dog shall be stayed pending the results of the hearing.

(D) If the owner timely requests a hearing before the review committee pursuant to § 90.52(C), such hearing shall follow the following procedures:

- (1) A hearing officer appointed by the review committee shall impartially preside over the hearing.
- (2) Each case before the hearing officer shall be presented by the Police Chief or his or her designee who will have the burden of presenting evidence that the dog is a problematic or dangerous dog and should be classified as such. If the evidence indicates that the dog is problematic or dangerous, the burden is on the owner to present evidence that the dog is not problematic or dangerous. At the hearing, the Chief of Police or his or her designee may call witnesses, cross examine witnesses, present evidence, and examine evidence.
- (3) All testimony shall be under oath and shall be recorded. The hearing officer shall hear testimony from the animal control officer, the owner of the dog, and any witnesses for either side. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (4) At the conclusion of the hearing, the hearing officer shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order classifying a dog as problematic or dangerous, or an order stating that there's insufficient cause to declare the dog as problematic or dangerous. A decision by the review committee overturning the determination shall not affect the city's right to later declare a dog to be a problematic dog or dangerous, or to determine that the dog poses a threat to public safety, for the dog's subsequent behavior.
- (5) Nothing in this section shall prohibit a hearing officer from taking a case under advisement or continuing a hearing in the interest of justice.

(6) If any dog previously determined to be a problematic or dangerous dog has not exhibited any of the behaviors specified in § 90.51 of this chapter within 12 months since the date of the problematic or dangerous dog determination, then that dog is eligible for a review of the determination with the potential for lifting the requirements of this section. Annual reviews shall be completed by the Police Chief upon application of the owner, which application shall be made to the City Clerk. The Police Chief may rescind the problematic dog designation, may rescind or amend specific requirements set forth in the designation, or may take no action.

(E) If an owner applies for an annual review to the Police Chief and the owner is aggrieved by the Police Chief's decision, the owner may make application to the review committee to have the problematic or dangerous dog designation or any requirements contained therein rescinded or amended. The owner shall make such application by providing a written request for hearing to the City Clerk. The application must be submitted within 15 days from the date of the Police Chief's decision to continue the problematic dog determination, must set forth the full name of the applicant and the subject dog, and must contain a certification that no further violations of this chapter have occurred in the 12-month period immediately preceding such application. Within 20 days of receipt of the Application, the City Clerk shall set the matter for hearing before the review committee, which hearing shall occur no later than 45 days after the date the application was filed with the City Clerk.

In rendering its decision, the review committee may consider, among other items, the severity of the incident that resulted in the designation, the need to protect the public from further incidents, the likelihood of future incidents based on the history of the owner and/or the subject dog. For dangerous dogs, the review committee shall require the owner to provide proof of successful completion of a behavioral modification program administered by a certified dog trainer, dog behavior consultant, veterinary behaviorist or equivalent training from a nationally recognized certifying body before rendering a decision.

At the conclusion of the hearing, the review committee may rescind the problematic or dangerous dog designation, may rescind or amend specific requirements set forth in the designation, or may take no action. The original problematic dog determination shall remain in effect pending the results of the hearing. In the event the review committee declines to rescind or amend the problematic or dangerous dog designation or any requirements contained therein, the owner may not request another hearing before the review committee for another 12 months from the date of the review committee's decision, unless the review committee in rendering its decision shall specifically provide for a subsequent review within a shorter period of time.

§ 90.53 DETERMINATION OF VICIOUS DOGS.

(A) After an investigation, the Police Chief or his or her designee is authorized to determine whether a dog is vicious based on the factors listed in § 90.51 of this chapter, and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status.

(B) (1) Following attempted notice to the owner, if the Police Chief or his or her designee has probable cause to believe that a dog is a vicious dog and may pose a threat to public safety, the Police Department may obtain a search warrant pursuant to this jurisdiction's rules of civil procedure and impound the dog pending disposition of the case ~~or until the dog owner has fulfilled the requirements of § 90.55 of this chapter.~~

(2) The owner of the dog will be liable for the costs of impounding and keeping the dog.

(C) (1) The owner may request a hearing before a review committee by sending a written notice to the City Clerk within 45.5 days after the date of notice from the city of the determination of a vicious dog. Upon receipt of a request for hearing, the review committee shall schedule a hearing concerning the determination of a vicious dog to be held within 30 days after receipt by the city of the request for hearing. The determination regarding a vicious dog shall be stayed pending the results of the hearing.

(2) If the owner timely requests a hearing before the review committee pursuant to § 90.53(C)(1), such hearing shall follow the following procedures:

(a) A hearing officer appointed by the review committee shall impartially preside over the hearing.

(b) Each case before the hearing officer shall be presented by the Police Chief or his or her designee who will have the burden of presenting evidence that the dog is a vicious dog and should be classified as such. If the evidence indicates that the dog is vicious, the burden is on the owner to present evidence that the dog is not vicious. At the hearing, the Chief of Police or his or her designee may call witnesses, cross examine witnesses, present evidence, and examine evidence.

(c) All testimony shall be under oath and shall be recorded. The hearing officer shall hear testimony from the animal control officer, the owner of the dog, and any witnesses for either side. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(d) At the conclusion of the hearing, the hearing officer shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order classifying a dog as vicious, or an order stating that there's insufficient cause to declare the dog as vicious. A decision by the review committee overturning the determination shall not affect the city's right to later declare a dog to be a vicious dog, or to determine that the dog poses a threat to public safety, for the dog's subsequent behavior.

(e) Nothing in this section shall prohibit a hearing officer from taking a case under advisement or continuing a hearing in the interest of justice.

~~—(3) In the event that the vicious dog determination has been in place for 12 months or more, and provided there have been no further violations of the provisions of this chapter during such time, the owner may make application to the review committee to have the vicious dog designation or any requirements contained therein rescinded or amended. The owner shall make such application by providing a written request for hearing to the City Clerk. This request must state the full name of the applicant, the subject dog, and must contain a certification that no further violations of this chapter have occurred in the 12-month period immediately preceding such application. Within 20 days of receipt of the application, the City Clerk shall set the matter for hearing before the review committee, which hearing shall occur no later than 45 days after the date the application was filed with the City Clerk. In rendering its decision, the review committee may consider, among other items, the severity of the incident that resulted in the designation, the need to protect the public from further incidents, and the likelihood of future incidents based on the history of the owner and/or the subject dog. At the conclusion of the hearing, the review committee may rescind the vicious dog designation, may rescind or amend specific requirements set forth in the designation, or may take no action. The original vicious dog determination shall remain in effect pending the results of the hearing. In the event the review committee declines to rescind or amend the vicious dog designation or any requirements contained therein, the owner may not request another hearing before the review committee for another 12 months from the date of the review committee's decision, unless the review committee in rendering its decision shall specifically provide for a subsequent review within a shorter period of time.~~

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017)

§ 90.54 EXCEPTIONS; CONSEQUENCES OF DETERMINATIONS.

(A) No dog shall be declared a vicious dog ~~or a dangerous or~~ problematic dog if the dog threatened, injured, or damaged a person or domestic animal because it was provoked by that person or animal. For purposes of this section, any attack by an animal or physical injury caused by an animal shall be considered provoked if at the time the attack occurs or the injury is inflicted: (1) the person or animal who was attacked or injured was teasing, tormenting, abusing, or assaulting the animal; (2) the animal was protecting a person, itself, its young, or another domestic animal from an attack by a human being or another animal; or (3) the person who was attacked or injured was committing a crime on the property or was attempting to commit a crime or violating or attempting to violate a statute or ordinance which protects person or property of the animals responsible party or (4) the animal was being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(B) (1) If the Police Chief or his or her designee determines that a dog is a problematic dog under § 90.52 of this chapter, the owner shall comply with the provisions of § 90.55 of this chapter and any other special security or care requirements which are reasonable.

(2) ~~In most cases,~~ The Police Chief or his or her designee ~~may~~ shall cause a dog to be quarantined for observation for a minimum period of no less than ten days when any such dog has bitten a domesticated animal or caused a skin abrasion upon any person.

If said dog has a current rabies certificate and is a familial household member to the victim, then such quarantine may be at the discretion of the person or persons in charge of animal enforcement and the quarantine may occur on the owner's premises in a manner ordered and as directed. If the owner fails to confine the dog as directed, then it shall be apprehended and held for the remainder of the ten-day quarantine at a veterinarian's office.

If said dog has not been vaccinated against the rabies virus or the rabies vaccination has since expired then said dog will be quarantined at a veterinarian's office for no less the ten days. If a dog is placed in quarantine outside of the home, the owner shall be required to pay the impounding fees.

If the owner fails to pay the fees at the end of the period of isolation as directed by the animal enforcement authority, the animal will be turned over to the local animal shelter for assessment of adoptability. If said animal is deemed unadoptable it will be humanely euthanized. If a dog has bitten a domesticated animal or a person or caused a skin abrasion upon a person and is unclaimed or the owner is unknown, then it shall be held for a quarantine time of no less than ten days and then may be humanely euthanized.

(3) If the Police Chief or his or her designee determines that a dog is a ~~vicious~~ dangerous dog under § ~~90.53~~ 90.52 of this chapter, the owner shall comply with the provisions of § 90.55 of this chapter and any other special security or care requirements which are reasonable.

(4) The Police Chief or his or her designee may require immediate impoundment of the dog if the owner is unable or unwilling to comply with the requirements of § 90.55 of this chapter until the owner of the dog has satisfied all the requirements of the certificate of registration. The requirements must be met within 30 days. If, after 30 days, the owner has not satisfied all the requirements of the certificate of registration, the dog may be humanely euthanized on the thirty-first day. The owner of the problematic/~~vicious or dangerous~~ dog shall be liable to the animal control facility ~~organization~~ designated to hold said dog for all costs incurred while housing whether or not the dog is reclaimed by the owner.

(5) If the Police Chief or his or her designee determines that a dog is a vicious dog under § 90.53 of this chapter, If the occurrence results in the death of a person, the dog shall be euthanized at the owner's expense. Vicious and dangerous dogs, or dogs that have previously been designated as "vicious dog" or "dangerous dog" by another jurisdiction or its substantial equivalent are prohibited from residing within the city limits of Newton.

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017)

§ 90.55 REGISTRATION AND HANDLING REQUIREMENTS.

(A) The Police Department shall issue a certificate of registration to the owner of a problematic dog if the owner establishes to the satisfaction of the Police Chief, or his or her designee that:

(1) The owner of the problematic dog is 18 years of age or older;

(2) The owner of the problematic dog shall present a certificate of insurance issued by an insurance company licensed to do business in the state, providing personal liability insurance coverage as in a homeowner's policy, with a minimum liability amount of ~~\$50,000~~ \$125,000 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents. The certificate shall require notice to the city, in conformity with general city standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this division (A)(2). If a certificate of insurance or policy is not immediately available, a binder indicating the coverage may be accepted for up to 30 days subsequent to the determination that a dog is problematic; however, if after 30 days a certificate of insurance or a policy has not been submitted, the dog shall be deemed unlicensed and subject to immediate impoundment or humane euthanasia at the owner's expense;

(3) A valid license has been issued for the problematic dog at the owner's expense pursuant to jurisdiction;

(4) The problematic dog has a current rabies vaccination at the owner's expense;

(5) The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said problematic or ~~vicious~~ dangerous dog, as described in § 90.51 of this chapter;

(6) The problematic dog has been spayed or neutered at the owner's expense;

(7) The problematic dog has been implanted with a microchip containing owner identification information at the owner's expense. The microchip information must be registered with the law enforcement, the animal authority, the animal control authority or his or her designee of the jurisdiction; and

(8) The problematic dog has been photographed for identification purposes.

(B) The Police Department shall issue a certificate of registration to the owner of a vicious dog if the owner, in addition to satisfying the requirements for registration of a problematic dog pursuant to division (A) above, establishes to the satisfaction of the Police Chief or his or her designee that:

(1) The owner will maintain the ~~vicious~~ dangerous dog exclusively on the owner's property, except for medical treatment or examination; and

(2) The owner of the ~~vicious~~ dangerous dog has posted on the premises a clearly visible "Beware of Dog" warning sign indicating there is a ~~vicious~~ dangerous dog on the property. The sign shall be very prominently visible from the public roadway or 50 feet, whichever is less.

(C) The Police Chief or his or her designee may order the immediate impoundment of a ~~vicious~~ dangerous or problematic dog.

~~—(D) If any dog previously determined to be a problematic dog has not exhibited any of the behaviors specified in § 90.51 of this chapter within 12 months since the date of the problematic dog~~

determination, then that dog is eligible for a review of the determination with the potential for lifting the requirements of this section. Annual reviews shall be completed by the Police Chief upon application of the owner, which application shall be made to the City Clerk. The Police Chief may rescind the problematic dog designation, may rescind or amend specific requirements set forth in the designation, or may take no action.

~~—(E) If an owner applies for an annual review to the Police Chief and the owner is aggrieved by the Police Chief's decision, the owner may make application to the review committee to have the problematic dog designation or any requirements contained therein rescinded or amended. The owner shall make such application by providing a written request for hearing to the City Clerk. The application must be submitted within 15 days from the date of the Police Chief's decision to continue the problematic dog determination, must set forth the full name of the applicant and the subject dog, and must contain a certification that no further violations of this chapter have occurred in the 12-month period immediately preceding such application. Within 20 days of receipt of the Application, the City Clerk shall set the matter for hearing before the review committee, which hearing shall occur no later than 45 days after the date the application was filed with the City Clerk. In rendering its decision, the review committee may consider, among other items, the severity of the incident that resulted in the designation, the need to protect the public from further incidents, the likelihood of future incidents based on the history of the owner and/or the subject dog. At the conclusion of the hearing, the review committee may rescind the problematic dog designation, may rescind or amend specific requirements set forth in the designation, or may take no action. The original problematic dog determination shall remain in effect pending the results of the hearing. In the event the review committee declines to rescind or amend the problematic dog designation or any requirements contained therein, the owner may not request another hearing before the review committee for another 12 months from the date of the review committee's decision, unless the review committee in rendering its decision shall specifically provide for a subsequent review within a shorter period of time.~~

~~(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017)~~

§ 90.56 OWNER RESPONSIBILITY.

It shall be unlawful to:

(A) Keep a dog determined to be vicious dangerous or problematic without a valid certificate of registration issued under § 90.55 of this chapter;

(B) Permit a problematic dog to be outside a proper enclosure unless the problematic dog is under the control of a responsible person, as defined in § 90.51 of this chapter, muzzled, and restrained by a substantial lead not exceeding six feet in length. The use of retractable leads is prohibited. The muzzle shall be made in a manner that will not cause injury to the dog or obscure its vision or interfere with its respiration, but shall prevent it from biting any human being or animal. The use of a muzzle is not required on the owner's property. Problematic dogs are prohibited from being in city owned parks or dog parks;

(C) Fail to maintain a vicious dangerous dog exclusively on the owner's property as required except for medical treatment or examination. When removed from the owner's property for medical treatment or examination, the vicious dangerous dog shall be crated or under the control of a responsible person, as defined in § 90.51 of this chapter, muzzled and restrained with a substantial lead not exceeding six feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or obscure its vision or interfere with its respiration, but shall prevent it from biting any human being or animal;

(D) Keep a vicious dangerous or problematic dog chained or otherwise tethered to any object or structure, including, but not limited to, trees, posts, stakes, fences, buildings or other structures;

(E) Fail to notify immediately the Police Department in person or by telephone upon escape if a vicious dangerous or problematic dog is on the loose, is unconfined, has attacked a domestic animal or has attacked a human being;

(F) Fail to notify within seven days the Police Department with the name, address and telephone number of the new owner of the vicious dangerous or problematic dog if the dog has been sold or has been given away to an owner inside or outside the jurisdiction; and, if requested by the Police Chief or his or her designee, the owner must execute an affidavit under oath setting forth the complete name, address and telephone number of the person to whom the dog has been transferred;

(G) Fail to notify, within seven days, the Police Department of a change of address or telephone number by the owner of the vicious dangerous or problematic dog;

(H) Fail to notify within seven days the Police Department if the vicious dangerous or problematic dog has died; and

(I) Fail to surrender a vicious, dangerous or problematic dog to law enforcement, the animal control authority or his or her designee for safe confinement pending a disposition of the case when there is a

reason to believe that the vicious, dangerous or problematic dog poses an imminent threat to public safety.

(J) The animal owner's property and the animal are subject to periodic inspection by the Police Department to ensure compliance with this subchapter.

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017) Penalty, see § 90.99

§ 90.99 PENALTY.

(A) Penalties for violations of this chapter are as follows.

(1) Fee/impoundment ticket. In the event that an animal is observed at large, but cannot be captured for impoundment, or in the event its owner refuses to relinquish possession of such animal for impoundment, an enforcement/impoundment fee ticket may be issued to its owner requiring the payment of a fee for the city's cost in attempting to impound the animal and enforce the provisions of this chapter.

(2) Misdemeanor. In the event the owner of an animal has been served a ticket for the payment of the enforcement/impoundment fee and fails to pay the required amount due to the city within 30 days of the date of issuance, such failure shall constitute a misdemeanor punishable by a fine of at least \$65 but not to exceed \$625.

(3) Municipal infraction. In the event an owner violates any provision of this chapter, said owner shall be subject to penalties provided in § 10.99(B)(2) of this code of ordinances.

(2011 Code, § 13.0310)

(B) Failure to comply with an order of the City Council issued pursuant to § 90.04(C) of this chapter shall constitute a misdemeanor and shall be punishable by a mandatory minimum fine of at least \$200, but not more than \$625.

(2011 Code, § 13.0308)

(C) (1) (a) An owner of a vicious, dangerous or problematic dog who violates any provisions of §§ 90.55 or 90.56 of this chapter shall be guilty of a simple misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$625.

(b) Civil fines, penalties and fees may be imposed as alternative sanctions for any infraction of the provisions of this act, or the rules issued under authority of this act.

(2) (a) A REPEAT OFFENDER is a person who:

1. Has been convicted of violating §§ 90.50 through 90.57 of this chapter on three separate occasions within a 24-month period; and

2. Owns, harbors or keeps one or more dogs.

(b) A repeat offender shall be penalized in one or all of the following ways:

1. Civil fines up to the maximum provided by law;

2. Surrender of all of the owner's dogs to animal control authorities; and

3. An order to refrain from owning, keeping or harboring those dogs or any dog or dogs for a period of three years.

(c) Dogs surrendered or impounded pursuant to §§ 90.50 through 90.57 of this chapter shall be adopted out if possible.

(d) Disposal of a dog or dogs by any method specified herein does not relieve the repeat offender of liability for violations and any accrued charges.

(e) The provisions hereof shall be in addition to any other civil, criminal or administrative laws, regulations or causes of action against the owner of the dog or any other person, firm, corporation or governmental entity or employee.

(Ord. 2205, passed 1-28-2013; Ord. 2239, passed 11-4-2014; Ord. 2320, passed 1-3-2018)

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2023, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

(SEAL) _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.
Dated this ____ day of _____, 2023.

City of Newton Council Report

**Item:**

Resolution approving the granting of a downtown improvement grant for the building at 118 North 2nd Avenue East

Summary:

The first step in the significant renovation of the former Lederman Building is to engage an architect in preparing plans and specifications. The property owner is seeking grant assistance for this work.

Financial Impact:

\$3,750.00 bonded Downtown Grant Funds

Report Number: 2023-206

Date:

February 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The applicant is embarking on a \$1,000,000+ renovation of the Lederman Building (historically known as Montgomery Ward & Co. Building) at 118 North 2nd Avenue East. As he works through the necessary processes, it is expected that there will be several downtown improvement grant requests over the course of the project.

To begin, Jerry Schwaller is requesting grant assistance for Architectural Fees. The architectural fees alone will be approximately \$240,000. Thus, the project qualifies for the maximum allowed under the program area, \$3,750.00.

Downtown Grant Review Board: The Downtown Grant Review Board, at their meeting on February 15, 2023, recommended approval of the grant.

Building Background (Site Inventory Form): The building's property record indicates that it was constructed in 1909 after the historic Lambert Hotel, one of the pioneer hostelrys in Newton, had been moved from the site. Elmer E. Graber had the resource built as a two-story garage and he operated a garage, selling and servicing automobiles, at this site for 20 years. He remodeled the building starting in 1928 so that Montgomery Ward & Co. could lease the building for a department store. Montgomery Ward & Co. opened for business there on June 15, 1929 and, according to the Newton Daily News edition published on May 2, 1952, Herschel Goeble was the store's first manager.

Kramer Grocery shared the first floor with Montgomery Ward and Co. for a short period in the mid-1930's and the Independent Order of Odd Fellows occupied the second floor space for a short time during that era also. Mr. Graber sold the building to a Newton attorney, Larry L. Brierly, on December 27, 1945 and the latter took possession of the property on January 1, 1946. The Montgomery Ward and Co. store operated at this site until 1985.

The alteration of both the storefront and upper story, to make it look as it does at the present time, took place in 1963 according to a building permit on file with the City of Newton Public Works Department. The changes to the façade of the building were undertaken by Montgomery Ward & Co., the leaseholder, to give the business a modern look. In 1981 the interior of the first floor was altered to create two leaseholds. After 1985 various businesses occupied the two sections going forward, including Newton Video Mart, Something Beautiful home furnishings, and Video Place through 2002. Lederman Bail Bonds purchased the building in 2000 and operated a bail bonding business out of half of the first floor through 2010. Book Trader/Tan America has leased the other half of the first floor from 2007 to present. The second floor of the building remained vacant from 1985 onwards until it was leased out successively by Show Time Dance Studio and Michelle's Dance Academy between 2002 and 2011.

During the 2010's the 1963 façade was removed to reveal the remnants of the art-deco era façade underneath.

Property Photos:



Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE GRANTING OF A
DOWNTOWN IMPROVEMENT GRANT FOR THE BUILDING AT
118 NORTH 2ND AVENUE EAST**

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, Jerry Schwaller, Ex Nihilo LLC, submitted an application requesting grant funds for 118 North 2nd Avenue East for assistance with architectural fees; and

WHEREAS, the Downtown Grant Review Board, at their meeting on February 15, 2023, recommended approval of the grant request; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Jerry Schwaller, Ex Nihilo LLC, for architectural fees as a reimbursement in an amount not to exceed \$3,750.00, provided a 1:1 match is met;

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 February, 2023.

APPROVED this _____ day of February, 2023.

ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Jerry Schwaller, Ex Nihilo LLC**

This Agreement made and entered into this _____ day of _____ 2023 by and between the City of Newton, Iowa, hereinafter called "City" and Jerry Schwaller, Ex Nihilo LLC, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 118 North 2nd 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 \$3,750** in grant funds for architectural fees, provided a 1:1 match is met for this program area.
- 2.) 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.
- 3.) The applicant will match provide a 1:1 match to the grant funds for each specific program area.

- 4.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.
- 5.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Jerry Schwaller
Ex Nihilo, LLC

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report



Item:

Resolution authorizing agreement for private development with Christensen Development 1, LLC and Jasper County, Iowa

Summary:

A resolution approving the three-way development agreement between Christensen Development, Jasper County, and the City of Newton for the redevelopment of Legacy Plaza.

Financial Impact:

No New Impact. (City will provide the \$50,000 local match to the \$600,000 awarded state housing grant and a rebate of local hotel-motel tax generated by the project as articulated by past resolutions of City Council)

Report Number: 2023-216

Date:

February 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

Jasper County has agreed to assist with the financing of the redevelopment of Buildings 1, 2, 16, and 50 at the Legacy Plaza Campus through the Iowa Reinvestment District Act. In order to accomplish this end, a three-way development agreement between the City, County and developer is proposed.

Key points of the Development Agreement:

- City Resolution 2020-137 articulated a local housing grant in the amount of \$50,000. The development agreement includes this commitment to the project.
- City Resolution 2021-255 articulated an intent to provide a local-hotel motel rebate grant over a 10 year period of the hotel-motel tax generated by the project, with a not to exceed amount of \$200,000. The development agreement includes this commitment to the project.
- City will pass-through funds of the State Downtown Housing Grant (\$600,000) to the developer.
- City removes the property from the North Central Urban Renewal Area/TIF.
- Jasper County will serve as applicant and submit the final Iowa Reinvestment District application to the Iowa Economic Development Authority.
- Jasper County will issue bonds and provide the developer with a construction grant. (Bonds will be repaid with proceeds from the Iowa Reinvestment District funds.)
- Jasper County will establish an urban renewal area/TIF district over the property and provide 100% tax rebate for 10 years or until the not-to-exceed amount of \$2.6 million is met.
- After the tax rebates have been paid to the developer, Jasper County will reimburse the City \$65,000 for the \$50,000 housing grant and legal fees associated with the development agreement.
- Jasper County agrees to close-out the county urban renewal area upon the completion of the requirements found in the agreement, barring any shortfall of IRD funds.
- The Developer agrees to a \$7 million dollar minimum assessment agreement.
- The Developer will construct 72 apartments in Building 16, redevelop Building 50 into a mechanical building to support the project, and redevelop Buildings 1 and 2 into a 58-room hotel with bar.
- The Developer will ensure the project meets all of the requirements for the State of Iowa Downtown Housing Grant.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

AUTHORIZING DEVELOPMENT
AGREEMENT

(Christensen Development 1, LLC)

Newton, Iowa

504612-51

February 20, 2023

The City Council of the City of Newton, Iowa (the "City"), met at the _____, in the City, at _____ p.m., on February 20, 2023. The meeting was called to order and there were present the Mayor in the chair, and the following named Council Members:

Present: _____

Absent: _____.

The matter of authorizing an Agreement for Private Development among the City, Christensen Development 1, LLC and Jasper County, Iowa was considered by the Council.

Whereupon, Council Member _____ introduced a proposed resolution entitled: "Resolution Authorizing Agreement for Private Development with Christensen Development 1, LLC and Jasper County, Iowa," and moved that the said resolution be adopted, seconded by Council Member _____ and after due consideration thereof by the Council, the Mayor put the question on the motion for adoption of the said resolution and, the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution duly adopted and signed approval thereto.

* * * *

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution Authorizing Agreement for Private Development with Christensen Development 1, LLC and Jasper County, Iowa

WHEREAS, a certain Agreement for Private Development (the “Agreement”) among the City, Christensen Development 1, LLC (the “Developer”) and Jasper County, Iowa has been prepared pursuant to which the Developer would undertake the development and construction of certain apartment and hotel improvements on the former Maytag Corporate campus in the City (the “Project”); and

WHEREAS, under the Agreement, the City would provide certain financial incentives (the “Financial Incentives”) to the Developer to assist the Developer in paying the costs of the Project including, (i) an economic development grant to the Developer in a total amount not exceeding \$50,000 in connection with the completion of the apartment improvements; (ii) an economic development grant in a total amount not exceeding \$600,000 received from the State of Iowa under the Downtown Housing Grant program; and (iii) a series of economic development grants in a total amount not exceeding \$200,000 from the locally-imposed hotel/motel tax generated by the hotel improvements; 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, 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 or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

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

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

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

- (a) The Project will add diversity and generate new opportunities for the Newton and Iowa economies;
- (b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income and the creation of new housing opportunities, which are warranted in comparison to the amount of the proposed Financial Incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Financial Incentives to the Developer.

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

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

Passed and Approved this February 20, 2023.

Mayor

Attest:

City Clerk

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, Clerk of the City of Newton, Iowa, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk



August 17, 2023

Via Email

Erin Chambers
Community Development Director
Newton, Iowa

Re: Resolution Authorizing Development Agreement
Our File No. 504612-51

Dear Erin:

Attached please find a resolution approving the Agreement for Private Development among the City, Christensen Development 1, LLC and Jasper County.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings.

Please call John Danos or me with any questions.

Kind regards,

Amy Bjork

Attachment

cc: Matt Muckler
Lisa Frasier
Katrina Davis

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Among

THE CITY OF NEWTON, IOWA

AND

CHRISTENSEN DEVELOPMENT 1, LLC

AND

JASPER COUNTY, IOWA

_____, 2023

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____, 2023, by and among the CITY OF NEWTON, IOWA, a municipality (the "City"), and JASPER COUNTY, IOWA, a municipality (the "County"), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (hereinafter called "Urban Renewal Act"), and CHRISTENSEN DEVELOPMENT 1, LLC, an Iowa limited liability company (the "Developer"). The City, County, and Developer are "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the City has submitted an application ("City Application") to the Iowa Economic Development Authority ("IEDA") under Chapter 15J of the Code of Iowa, 2021, as amended, (the "Iowa Reinvestment District Act") in support of the creation of a reinvestment district named the Newton Legacy Reinvestment District ("Reinvestment District"); and

WHEREAS, Developer's completion of the Minimum Improvements described herein constitute two of the projects described in the City's Application ("Christensen Projects"); and

WHEREAS, the City has asked the County to help finance the Christensen Projects as and to the extent set forth herein; and

WHEREAS, the County is willing to assist the City in financing the Christensen Projects as set forth herein provided that the IEDA approves the Revised Iowa Reinvestment District Plan, as defined in Article I-B below, which revised plan identifies the County as the applicant and the recipient of any funds provided under the Iowa Reinvestment District Act with respect to the Reinvestment District; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for the development of a blighted and economic development area in the City; and

WHEREAS, on February 7, 2023, the County adopted the Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Legacy Plaza Urban Renewal Area (the "Area" or "Urban Renewal Area"); and

WHEREAS, the Developer owns or will acquire certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to redevelop the Development Property and cause certain Minimum Improvements to be constructed on the Development Property and to operate the Minimum Improvements consistent with this Agreement (the "Project"); and

WHEREAS, the City and County believe that the redevelopment of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best

interests of the City and County and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

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

ARTICLE I-A. CONDITIONS PRECEDENT

Section 1-A.1. Condition Precedent. Each of the following are a condition precedent to any rights or obligations of any party to this Agreement:

- a. Developer's acquisition of the full right, title, and interest in the Development Property within thirty (30) days of the Commencement Date.
- b. The IEDA approving the Revised Iowa Reinvestment District Plan within thirty (30) days of the Commencement Date.
- c. The City removing the Development Property from the City's North Central Urban Renewal Area and all associated City tax increment financing ordinances within thirty (30) days of the Commencement Date.
- d. The County receiving the Bond Proceeds by November 1, 2023, or such later date agreed to by the Parties in writing.
- e. The Developer commencing construction of the Minimum Improvements by October 1, 2023. For purposes of this Agreement, construction shall be deemed to have commenced when Developer has acquired a building permit for the Minimum Improvements and begun work repurposing the Existing Buildings (defined below).

If any of the above Conditions Precedent is not timely satisfied, this Agreement shall automatically terminate with no further action required by any party, and no party shall have further obligations to the other parties hereunder, provided, however, that in such an event, the County shall take all action necessary to terminate the Urban Renewal Area and repeal any ordinance adopted for the division of property tax revenues (pursuant to Section 403.19 of the Code) therein. This termination shall be completed within sixty (60) days of the termination of this Agreement under this Section.

ARTICLE I-B. DEFINITIONS

Section 1-B.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the areas known as the Legacy Plaza Urban Renewal Area created by the County.

Assessor means the Assessor for Jasper County, Iowa.

Base Value means \$569,210, which is the January 1, 2022 assessed value of the Existing Buildings and Development Property.

Bond Proceeds means the proceeds from the sale of the Bonds after all capitalized interest, costs of issuance, and transaction costs and fees have been paid.

Bonds means the taxable, general obligation, urban renewal bonds, notes, or other indebtedness to be issued by the County for the sole purpose of funding the payment of the Construction Grants to Developer, secured by a County debt service levy but expected to be repaid with funds deposited into the reinvestment project fund of the County by the State under the Iowa Reinvestment Act or, alternatively, with Tax Increments. The aggregate principal amount of the Bonds will not exceed \$9,000,000, and will depend on a variety of factors, such as the Costs of the Minimum Improvements, anticipated deposits in the reinvestment project fund, actual Bond sale terms, the timing of the sale, inclusion of capitalized interest, as necessary, and other factors. Developer recognizes and agrees that the number of series of Bonds and amounts of such Bonds will necessarily change according to the County's borrowing decisions and other due diligence factors to be considered at the County's sole discretion.

Christensen Development 1, LLC TIF Account means an account within the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund of the County in which Tax Increments received by the County with respect to the Minimum Improvements and Development Property shall be deposited.

City means the City of Newton, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Construction Grants means the Grants to be provided to the Developer by the County pursuant to Article VII below.

Costs means the costs and expenses incurred by Developer and related to the design and construction of the Minimum Improvements.

County means the County of Jasper, Iowa.

Debt Service means the scheduled principal and interest payments related to the Bonds.

Developer means Christensen Development 1, LLC and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A hereto.

Existing Buildings means the buildings and improvements located on the Development Property as of the Commencement Date.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Housing Unit means each dwelling unit constructed on the Development Property as part of the Apartment Improvements.

Indemnified Parties means the City and County, and the respective governing body members, officers, agents, servants, and employees thereof.

Iowa Reinvestment Act means Chapter 15J of the Code.

Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Local Hotel Tax means the locally-imposed hotel/motel tax (described in Section 423A.4 of the Code) generated by the Hotel Improvements (as defined on Exhibit B hereto) on the Development Property and actually collected by the City under Chapter 423A of the Code. The Local Hotel Tax does not include the State-imposed hotel/motel tax (described in Section 423A.3 of the Code).

Local Hotel Tax Rebates means rebate payments equal to 100% of the Local Hotel Tax to be made by the City to Developer under Section 6.3 of this Agreement.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (land and building(s) value) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means the minimum assessment agreement in the form of Exhibit F attached hereto.

Minimum Improvements means the Apartment Improvements, the Hotel Improvements, and related site improvements that are constructed on the Development Property, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Section 3.4 of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinance(s) of the County under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Redevelopment Grants mean the payments to be made by the County to the Developer under Article VIII of this Agreement.

Reinvestment District means the property comprising the Newton Legacy Reinvestment District established pursuant to the Revised Iowa Reinvestment District Plan and Iowa Reinvestment Act.

Reinvestment Funds means the state sales tax and hotel tax revenues from the Reinvestment District collected and deposited with the County pursuant to the Iowa Reinvestment Act.

Revised Iowa Reinvestment District Plan means the revised plan in support of the creation of a reinvestment district under the Iowa Reinvestment Act for the Newton Legacy Reinvestment District approved and submitted to the IEDA by the County, which revised plan shall identify the County as the applicant and recipient of any Reinvestment Funds.

Shortfall Debt means the difference between the County's Debt Service payments and the amount of Reinvestment Funds received by the County.

State means the State of Iowa.

State Downtown Housing Grant means the grant from the City to the Developer pursuant to Section 6.5 of this Agreement for the completion of the Apartment Improvements using proceeds from the State received by the City pursuant to the State Downtown Housing Grant Agreement.

State Downtown Housing Grant Agreement means the agreement between the Iowa Economic Development Authority ("IEDA") and the City, that provides the City with a Downtown Housing Grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) for the completion of the Apartment Improvements via Award No. 22-ARPDH-041 (the "State Downtown Housing Grant"), which Agreement is attached hereto as Exhibit I.

Tax Increments means the property tax revenues on the assessed value of the Minimum Improvements and Development Property (building and land value) above the Base Value divided and made available to the County for deposit in the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations, or the County with respect to the County's obligations).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved in respect of the Legacy Plaza Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City and County, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State, and federal laws and regulations.

f. The Developer shall use its best efforts to obtain, or cause to be obtained, in a timely manner, with respect to the Minimum Improvements, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. The Developer has firm commitments for construction or acquisition and financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with this Agreement.

i. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall commence on or before October 1, 2023 and be complete on or before October 1, 2025, unless otherwise agreed upon by the parties.

k. It is anticipated that the construction of the Minimum Improvements will require a total investment of approximately \$30,000,000.

Section 2.3. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant, or employee of the County in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 3.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and issuances shall be made according to normal City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements shall not be significantly less than the scope and scale as described in this Agreement and the Revised Iowa Reinvestment District Plan.

b. The Developer agrees that it shall permit designated representatives of the City and County, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be commenced and completed by the dates set forth in Section 2.2(j). Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.2. Minimum Assessment Agreement.

a. As further consideration for this Agreement, Developer, City and County shall execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, County, the Assessor, the holder of any Mortgage and all prior lienholders shall agree to a Minimum Actual Value for the Minimum Improvements and the Development Property of not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026. Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value."

b. Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until it terminates in accordance with its terms. The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or parts thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of any Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement. Developer shall ensure that any existing lienholder shall sign a written consent to the Minimum Assessment Agreement in a form satisfactory to the City and County.

Section 3.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

c. Should Developer successfully protest the assessed value of the Development Property and be reimbursed by the County for overpaid taxes for any fiscal year in which Developer has already received Redevelopment Grants, the County may: (i) reduce any subsequent Redevelopment Grants by an amount equivalent to the portion of the prior Redevelopment Grants that would not have been paid if the Property had originally been assessed at the adjusted value; or (ii) recoup from Developer an amount equivalent to the portion of the prior Redevelopment Grants that would not have been paid if the Property had originally been assessed at the adjusted value if the set off in (i) is not available or feasible.

Section 3.4. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the County, furnish the County with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The County shall be named as an additional insured for the County's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or Developer's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the County may be held responsible (with coverage to the County at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the County.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the County shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure. Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

c. All insurance required by this Section 3.4 to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

ARTICLE IV. COVENANTS OF THE DEVELOPER

Section 4.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 4.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 4.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 4.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.5. Available Information. Upon request, Developer shall promptly provide the City and County with copies of information requested by City or County that are reasonably related to this Agreement so that City and County can determine compliance with the Agreement, unless disclosure of the requested information is otherwise restricted or prohibited by law.

Section 4.6. Certification of Costs for Purposes of the State Downtown Housing Grant.

a. Developer shall provide the City with documentation of its Costs suitable to trigger a disbursement of funds under the State Downtown Housing Grant Agreement. Developer acknowledges that that all Costs must be incurred between June 1, 2023 and July 1, 2025 and related to the Apartment Improvements.

b. Developer acknowledges and agrees that prior to seeking reimbursement of Costs under the State Downtown Housing Grant Agreement, Developer must expend at least 25% of the State Downtown Housing Grant amount (\$150,000) as a “Developer Match” on the Apartment Improvements, which expenditure is not eligible for reimbursement from the State Downtown Housing Grant and cannot be subject to reimbursement through the County’s Construction Grant described in Article VII below.

c. Developer agrees to provide the City with any and all documentation necessary for the City to make the mid-project disbursement request under the State Downtown Housing Grant Agreement

within thirty (30) days after the Developer has incurred costs totaling 60% of the State Downtown Housing Grant amount (\$360,000) for the Apartment Buildings plus the 25% minimum Developer Match requirement (\$150,000), for a total expended cost of \$510,000.

d. Developer agrees to provide the City with any and all documentation necessary for the City to make the final disbursement request under the State Downtown Housing Grant Agreement (for the remaining 40% of the grant amount) within thirty (30) days following substantial completion of the Apartment Improvements, but in no event later than August 1, 2025, in consideration of the City's deadline of September 30, 2025 to submit the disbursement request under the State Downtown Housing Grant Agreement.

e. Developer shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Agreement. The Developer shall maintain books, records and documents in sufficient detail to demonstrate compliance with this Agreement and the State Downtown Housing Grant Agreement and shall maintain these materials for a period of five years beyond the end date of this Agreement or December 31, 2032, whichever is later.

f. Developer shall permit and allow the City, the County, the State, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy all of the documents set forth in this Section 4.6.

g. The Developer shall provide to the County a copy of all invoices, requests for reimbursement, and other documents provided to the City under this Section 4.6 to allow the County to administer the Construction Grant process outlined in Article VII, below.

Section 4.7. Operation of Minimum Improvements.

a. Following the issuance of a final certificate of occupancy for the Hotel Improvements until the Termination Date, Developer shall cause the Hotel Improvements to be operated as a hotel with a bar serving light food options, which hotel employs at least a Monthly Average of four (4) Full-Time Equivalent Employment Units to work at the Hotel Improvements. Developer's Annual Certifications, starting with the Certification due on October 15, 2026 and continuing until the Termination Date, shall show that a Monthly Average of at least four (4) Full-Time Equivalent Employment Units has been maintained at the Hotel Improvements.

b. Following the issuance of a final certificate of occupancy for the Apartment Improvements until the Termination Date, Developer shall cause the Apartment Improvements to be operated as a market rate housing apartment building which employs at least a Monthly Average of two (2) Full-Time Equivalent Employment Units to work at the Apartment Improvements. Developer's Annual Certifications, starting with the Certification due on October 15, 2026 and continuing until the Termination Date, shall show that a Monthly Average of at least two (2) Full-Time Equivalent Employment Units has been maintained at the Hotel Improvements.

c. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11)

months (prorated for the first certification), as shown in Developer's Annual Certification in Section 4.8. Developer shall not receive any Redevelopment Grants or Local Hotel Tax Rebates if the Monthly Average of Full-Time Equivalent Employment Units employed at the Minimum Improvements does not meet the requirements of this Section 4.7. Developer shall provide information as requested by the City or County to determine compliance with the foregoing employment obligations.

Section 4.8 Annual Certification. To assist County in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to County: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) proof that all Local Hotel Taxes on the operations of the Hotel Improvements have been timely paid for the prior fiscal year and through the date of the Annual Certification, attaching certified copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code); (iv) certification of the number of Full-Time Equivalent Employment Units employed at the Hotel Improvements and at the Apartment Improvements, respectively, as of October 1 and as of the first day of each of the preceding eleven (11) months; and (v) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2026 and continuing each October thereafter through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon reasonable written request of County. See Exhibit E for form required for Developer's Annual Certification.

ARTICLE V. ASSIGNMENT AND TRANSFER

Section 5.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interests under this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City and County consent thereto in writing in advance thereof, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City and County agree Developer may assign its interest in the Local Hotel Tax Rebates, Redevelopment Grants and Construction Grants under this Agreement to a lender as security for financing of the Minimum Improvements, provided Developer remains responsible for performance of all Developer's obligations hereunder.

Section 5.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. Until the full repayment of the Bonds issued pursuant to this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax

liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VI. CITY OBLIGATIONS

Section 6.1. Removal of Development Property from City Urban Renewal Area. The City shall remove the Development Property from the City's North Central Urban Renewal Area and all associated City tax increment ordinances within thirty (30) days of the Commencement Date of this Agreement, and agrees not to place the Development Property in another City-created urban renewal area or tax increment ordinance without the County's consent until the earlier of: (a) the County Debt Service and any Shortfall Debt is completely repaid; or (b) the County has received twenty (20) fiscal years of Tax Increment under the Ordinance.

Section 6.2. Revised Iowa Reinvestment District Plan. The County agrees to submit for approval and take all steps reasonably necessary to obtain the approval of the IEDA for the Revised Iowa Reinvestment District Plan. The City agrees to cooperate in the County's efforts and to take all steps reasonably necessary to assist the County in obtaining the IEDA's approval for the Revised Iowa Reinvestment District Plan. The City further agrees to complete the projects set forth in Section B5 of the Revised Iowa Reinvestment District Plan, referred to as the City of Newton Resiliency Zone projects, as and to the extent set forth therein, and to provide the IEDA and the County with any information or reports in the City's possession or control as reasonably required by the IEDA for purposes of administering the Revised Iowa Reinvestment District Plan.

Section 6.3. Local Hotel Tax Rebates.

a. Schedule. For and in consideration of the obligations being assumed by Developer hereunder, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make ten (10) consecutive annual payments of Local Hotel Tax Rebates, with the first payment to be made on or before the May 31 immediately following City's receipt of the first full calendar year of Local Hotel Tax payments from the State funded in part by Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property, and each subsequent payment to be made on or before May 31 following the City's receipt of each subsequent full year of Local Hotel Tax payments from the State generated by operation of the completed Minimum Improvements on the Development Property, continuing until the earlier of when ten (10) annual payments have been made or Developer has received \$200,000 in aggregate Local Hotel Tax Rebate payments. Each annual payment shall be equal to 100% of the Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property, received by the City from the State during the preceding full calendar year, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Local Hotel Tax Rebates")

b. Local Hotel Tax Reports. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually, on or before March 1 each year the Minimum Improvements are in operation until the last Local Hotel Tax Rebate payment has been

made, provide a Local Hotel Tax Report to the City for the prior calendar year, in the form attached as Exhibit D, along with copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code).

c. Limitations. The Local Hotel Tax Rebates are only for the completed Minimum Improvements constructed on the Development Property as described in this Agreement.

d. Conditions Precedent. Notwithstanding the provisions of this Section 6.3, the obligation of the City to make a Local Hotel Tax Rebate in any annual period shall be subject to and conditioned upon the following:

i. Developer's compliance with the terms of this Agreement, including but not limited to timely completion of the Hotel Improvements and payment of hotel/motel tax for the operation of the Hotel Improvements on the Development Property; and

ii. Developer's timely filing of complete Annual Certifications as required under Section 4.8; and

iii. Developer's timely filing of the Local Hotel Tax Reports, in the form of Exhibit D, as required under Section 6.3(b).

In the event that an Event of Default occurs or any certification filed by Developer under Section 4.8 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured, the City shall have no further obligation to make the Local Hotel Tax Rebates unless and until the Event of Default has been cured. Each Annual Certification filed by Developer under Section 4.8 hereof shall be considered separately in determining whether the City shall make any of the Local Hotel Tax Rebate payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Local Hotel Tax Rebate in any year serve to extend the term of this Agreement beyond the time period set forth in Section 6.3 which Local Hotel Tax Rebates may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Local Hotel Tax Rebates only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto.

e. Source of Local Hotel Tax Rebates Limited.

i. The Local Hotel Tax Rebates shall be payable from and secured solely and only by the amount of Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property and collected by the City from the State under Chapter 423A of the Code. To the extent of its authority, the City hereby covenants and agrees to maintain the Local Hotel Tax in force during the term hereof and to apply the appropriate percentage of Local Hotel Tax collected in respect of the operation of the Minimum Improvements on the Development Property to pay the Local Hotel Tax Rebates, as and to the extent set forth in this Article. The Local Hotel Tax Rebates shall not be payable in any manner by other tax revenues or by general taxation or from any other City funds.

ii. Each Local Hotel Tax Rebate is subject to periodic appropriation by the City Council. The City has no obligation to make any payments to Developer as contemplated under

this Agreement until the City Council appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Local Hotel Tax Rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

iii. Notwithstanding the provisions of Section 6.3 hereof, the City shall have no obligation to make a Local Hotel Tax Rebate to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Local Hotel Tax in connection with the Minimum Improvements to fund an Local Hotel Tax Rebate to Developer, as contemplated under said Section 6.3, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion, the City shall promptly forward notice of the same to Developer and the County.

f. Use of Other Local Hotel Tax. The City shall be free to use any and all of the Local Hotel Tax collected by the City above and beyond the percentage to be given to Developer in this Agreement, or any available Local Hotel Tax collected by the City resulting from the suspension or termination of the Local Hotel Tax Rebates hereunder, for any purpose for which the Local Hotel Tax may lawfully be used pursuant to the provisions of the Code, and the City shall have no obligations to Developer with respect to the use thereof.

Section 6.4. City Residential Grant. The City shall provide to the Developer \$1000 per Housing Unit completed as part of the Apartment Improvements ("City Residential Grant"), up to an aggregate, maximum amount not to exceed \$50,000, within thirty (30) days of the Developer's receipt of a final certificate of occupancy of the Apartment Improvements.

Section 6.5. Downtown Housing Grant.

a. For and in consideration of Developer's obligations hereunder to construct the Apartment Improvements, and subject to Developer being in compliance with this Agreement and the State Downtown Housing Agreement at the time of payment, the City agrees to grant to Developer up to the sum of Six Hundred Thousand Dollars (\$600,000.00) received from the State in accordance with the State Downtown Housing Agreement, a copy of which Agreement is attached hereto as Exhibit I and incorporated herein by this reference. The City shall disburse to Developer any amount of the State Grant received by the City within thirty (30) days after all of the following conditions are satisfied:

i. Developer shall provide the City all documentation, including copies of paid invoices and proof of payment, at project mid-point (described in Section 4.6(c), above) and project completion (described in Section 4.6(d), above), required by Article III of the State Downtown Housing Grant Agreement;

ii. Developer shall provide the City with any other documentation reasonably requested by the City to satisfy the terms of the State Downtown Housing Grant Agreement, and shall allow the City and the IEDA to review and observe, at any time, completed work or work in progress;

iii. Developer shall, on a quarterly basis, provide the City with information necessary for the City to provide the quarterly reports required by Section 5.3.1 of the State Downtown Housing Grant Agreement;

iv. Developer shall ensure that all publications and signage satisfy the requirements of the State Agreement and shall include the following: “This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury”;

v. Developer shall be making substantial and timely progress toward completion of the Apartment Improvements consistent with the terms of this Agreement and the State Downtown Housing Grant Agreement;

vi. Developer shall be in compliance with the terms of this Agreement and the State Downtown Housing Grant Agreement (including any exhibits thereto); and

vii. The City shall have received the State Downtown Housing Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

b. The Developer agrees that, if the City is obligated to repay any amount of the grant funds disbursed to the City under the State Downtown Housing Grant Agreement, Developer shall pay to the City an amount equal to the City’s repayment amount within thirty (30) days of the City’s written demand for such repayment.

ARTICLE VII. CONSTRUCTION GRANT

Section 7.1. Issuing Bonds. It is recognized and agreed that the ability of the County to provide the Construction Grants described in Section 7.2 below is subject to completion and satisfaction of certain separate Board of Supervisor actions and required legal proceedings relating to the issuance of the Bonds. Specifically, all obligations of County to issue the Bonds whose proceeds shall be used to provide the Construction Grants are subject to each of the following Conditions Precedent:

a. The representations and warranties made by Developer in Section 2.2 shall be true and correct as of a Developer recertification statement that may be requested by the County at or near the time of the issuance of Bonds; such recertification statement of the representations and warranties made by Developer in Section 2.2 shall have the same force and effect as if made on the Commencement Date;

b. The Developer shall have acquired title to the Development Property;

- c. The City shall have removed the Development Property from the North Central Urban Renewal Area and any associated Tax Increment Financing Ordinance as required by Section 6.1;
- d. The IEDA shall have finally and unconditionally approved the Revised Iowa Reinvestment District Plan;
- e. The financial projections for the anticipated Reinvestment Funds to be created in the Reinvestment District shall not have materially decreased from those contained in the Revised Iowa Reinvestment District Plan;
- f. The Developer and City shall be in compliance with all the terms and provisions of this Agreement in all material respects;
- g. There has not been a substantial change for the worse in the financial resources and ability of the Developer, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill its covenants and obligations under this Agreement;
- h. The satisfaction of all conditions and procedures required (in the judgment of bond counsel for the County) by Chapter 331 and 403 of the Code with respect to the issuance of the Bonds, including the holding of all required public hearings relating to the same and the timely completion of any necessary referendum or reverse referendum processes.

Section 7.2. Construction Grant Amounts.

a. Apartment Construction Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the County agrees (subject to the conditions set forth in this Article and this Agreement) to make a Construction Grant to Developer in support of the Apartment Improvements in an aggregate amount not to exceed two-thirds (2/3) of the Bond Proceeds (the "Apartment Construction Grant Amount"). Subject to the Conditions Precedent set forth below in Section 7.3, such Grant shall be disbursed in monthly installments equal to 75% of the actual Costs incurred by Developer to construct the Apartment Improvements as verified through a construction draw process to be reviewed by a third-party reviewer ("Apartment Disbursements"). Such third-party reviewer must have the qualifications and experience in reviewing project construction draws and be mutually agreeable to both the Developer and County. If the Developer's lender also has such a third-party reviewer requirement, the County has the right, but not the obligation, to utilize the same reviewer as the Developer's lender. Ten percent (10%) of the Apartment Construction Grant Amount shall be retained by the County and only disbursed upon issuance of a certificate of occupancy for the Apartment Improvements. For purposes of this Section 7.2(a), Developer shall not submit any Costs for reimbursement through this Article VII if the Costs were or will be submitted to the City for reimbursement through the State Downtown Housing Grant described in Section 6.5 or used for the Developer Match described in Section 4.6(b).

b. Hotel Construction Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the County agrees (subject to the conditions set forth in this Article and this Agreement) to make a Construction Grant to Developer in support of the Hotel Improvements in an aggregate amount not to exceed one-third (1/3) of the Bond Proceeds (the "Hotel Construction Grant Amount"). Subject to the Conditions Precedent set forth in Section 7.3, such Grant shall be disbursed in monthly installments equal to 75% of the actual Costs incurred by Developer to construct the Hotel Improvements as verified through a construction draw process to be reviewed by a third-party reviewer ("Hotel Disbursements"). Such third-party reviewer must have the qualifications and experience in reviewing project construction draws and be mutually agreeable to both Parties. If the Developer's lender also has such a third-party reviewer

requirement, the County has the right, but not the obligation, to utilize the same reviewer as the Developer's lender. Ten percent (10%) of the Hotel Construction Grant Amount shall be retained by the County and only disbursed upon issuance of a certificate of occupancy for the Hotel Improvements.

c. The Apartment Disbursements and Hotel Disbursements available under this Section 7.2 are collectively referred to as "Disbursements." Each of the Apartment Disbursements and Hotel Disbursements may be individually referred to as a "Disbursement."

Section 7.3. Conditions Precedent to Construction Grant Disbursements. Notwithstanding the provisions of Section 7.2 above, the County's obligation to provide Developer with a Disbursement under this Agreement in any year shall be subject to satisfaction of the following conditions precedent:

- a. Developer shall not be in default under the terms and provisions of this Agreement; and
- b. The Minimum Assessment Agreement shall be fully executed and in effect; and
- c. The County shall have obtained financing of the Bonds on such terms and conditions as it shall deem necessary or desirable in its sole and absolute discretion, and there shall be sufficient proceeds from the Bonds to pay the Disbursement; and
- d. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill its covenants and obligations under this Agreement with respect to the Project; and
- e. The verification of the Costs as set forth in Section 7.2 for the applicable improvements.

Should Developer fail to qualify for any Disbursement due to its own, uncured Event of Default, Developer shall be obligated to repay to the County the full amount of any prior Disbursements.

Section 7.4. Source of Construction Grant Funds Limited.

a. The Construction Grant Disbursements shall be payable from and secured solely and only by the Bond Proceeds. The Disbursements shall not be payable in any manner by general taxation or from any other County funds.

b. Notwithstanding the provisions of Section 7.2 hereof, the County shall have no obligation to make a Disbursement to Developer if at any time during the term hereof the County receives an opinion from its legal counsel to the effect that the use of the Bond Proceeds to fund a Disbursement to Developer, as contemplated under said Section 7.2, is not authorized under the applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the County shall promptly forward notice of the same to Developer.

ARTICLE VIII. REDEVELOPMENT GRANTS

Section 8.1. Redevelopment Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the County agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) consecutive annual payments of Redevelopment Grants to Developer, each Redevelopment Grant comprised of 100% of Tax Increments collected by the County with respect to the Minimum Improvements and Development Property during the preceding twelve-month period, but subject to the schedule, limitations and adjustments as provided in this Article.

b. Schedule of Redevelopment Grants. Assuming completion of the Minimum Improvements by October 1, 2025, full assessment of the Minimum Improvements on January 1, 2026, compliance with the annual certification requirements by Developer, debt certification by the County to the Auditor of the County prior to December 1, 2026, and the absence of any Event of Default as of any payment date, the Redevelopment Grants shall commence on June 1, 2028, and end on June 1, 2037, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37

c. Calculation of Grants. Each annual Redevelopment Grant payment shall be equal in amount to the above percentages of the Tax Increments collected by the County with respect to the Minimum Improvements and the Development Property under the terms of the Ordinance and deposited into the Christensen Development 1, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 of the Code, and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Redevelopment Grants"). Tax Increments shall be calculated based upon the incremental value of the Minimum Improvements and Development Property above the Base Value.

d. Limitation to Minimum Improvements. The Redevelopment Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Redevelopment Grants, would be the subject of an amendment or new agreement, at the sole discretion of the County Supervisors.

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the County to make a Redevelopment Grant in any year shall be subject to and conditioned upon the following:

- a. the completion (as established by the receipt of a certificate of occupancy) and full assessment of the Minimum Improvements by January 1, 2026; and
- b. compliance with the terms of this Agreement by Developer, including, but not limited to, the operational obligations in Section 4.7 of this Agreement for, and payment of property taxes on, the Minimum Improvements and Development Property; and
- c. timely filing by Developer of the Annual Certifications required under Section 4.8 hereof which show no Event of Default, and approval thereof by the County's Board of Supervisors.

Each Annual Certification filed by Developer under Section 4.8 hereof shall be considered separately in determining whether the County shall make any of the Redevelopment Grant payments available to Developer under this Article VIII. Unless otherwise extended by the County in writing in its sole reasonable discretion, the failure by Developer to qualify for an Redevelopment Grant in any year shall not serve to extend the term of this Agreement beyond the Termination Date or the years during which Redevelopment Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Redevelopment Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto.

Section 8.3. Maximum Amount of Redevelopment Grants. The aggregate amount of Redevelopment Grants that may be paid to Developer under Section 8.1 shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in Section 8.1(b) or (ii) \$2,600,000. It is further agreed and understood that each Redevelopment Grant shall come solely and only from incremental taxes received by the County under Iowa Code Section 403.19 from levies upon the Minimum Improvements and Development Property (above the Base Value). The County makes no representation with respect to the amounts that may finally be paid to the Developer, and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1, even if the applicable aggregate maximum as set forth above is not met.

Section 8.4. Source of Redevelopment Grant Funds Limited.

a. The Redevelopment Grants shall be payable from and secured solely and only by the Tax Increments on the Development Property and Minimum Improvements deposited and held in the Christensen Development 1, LLC TIF Account of the Legacy Plaza Urban Renewal Tax Increment Revenue Fund of the County. The County hereby covenants and agrees to maintain the Ordinance in force during the term hereof to the extent allowed by controlling law and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements to pay the Redevelopment Grants, as and to the extent set forth in this Article. The Redevelopment Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Redevelopment Grants for which Developer is eligible, and any monies received back under chapter 426C

of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Redevelopment Grants for which Developer is eligible.

b. Each Redevelopment Grant is subject to annual appropriation by the Board of Supervisors of the County. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future Redevelopment Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the County shall have no obligation to make an Redevelopment Grant to Developer if at any time during the term hereof the County fails to appropriate funds for payment, the Tax Increment is not made available to the County, or the County receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Redevelopment Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. In such event, the County shall promptly forward written notice of the same to Developer. If the non-appropriation or circumstances or legal constraints continue for a period during which two (2) annual Redevelopment Grants would otherwise have been paid to Developer under the terms of Section 8.1, the County may terminate this Agreement, without penalty or other liability to the County, by written notice to Developer and City.

Section 8.5 Reserved.

Section 8.6. Other Uses of Tax Increments.

a. City Reimbursement. After the earlier of (i) the County having made the ten (10) Redevelopment Grant payments contemplated by Section 8.1 of this Agreement, (ii) the County having made the Redevelopment Grant payments in the maximum amount of \$2,600,000 contemplated by Section 8.3 of this Agreement, or (iii) the County's obligation to make additional Redevelopment Grants is terminated due to an uncured Event of Default by the Developer, the County agrees to use available Tax Increments to repay the City a one-time payment of \$65,000 ("City Reimbursement"). The City Reimbursement shall only be paid by the County with Tax Increment not being used to make the Redevelopment Grants to Developer and shall not be paid by any other County funds. In addition, the City shall be entitled to City Reimbursement only if the City is in compliance with the terms of this Agreement at the time of payment, including the payment of the City Residential Grant to the Developer in the amount of \$50,000.

b. Shortfall Debt. After the earlier of (i) the County having made the ten (10) Redevelopment Grant payments contemplated by Section 8.1 of this Agreement, (ii) the County having made the Redevelopment Grant payments in the maximum amount of \$2,600,000 contemplated by Section 8.3 of this Agreement, or (iii) the County's obligation to make additional Redevelopment Grants is terminated due to an uncured Event of Default by the Developer; and if, for any reason whatsoever, the Reinvestment Funds received by the County from the State and generated from the Reinvestment District, pursuant to the Reinvestment Act, are insufficient to fully pay any prior Debt Service payments for the Bonds issued to provide the Construction Grants, then Developer and City agree the County may certify as debt under the Ordinance and Section 403.19 of the Code an amount equal to the difference between the amount of the Reinvestment Funds previously received and the Debt Service payments for the Bonds issued to pay the Construction Grant (the "Shortfall Debt"). The intent of this provision is to ensure if, for any reason, the Reinvestment Funds are insufficient to make the Debt Service payments on the Bonds, then the County may use available Tax Increments to pay the Debt Service or reimburse the County for any prior Debt Service payments paid by the County with any funds other than Reinvestment Funds.

c. Limitations. The County's right to utilize Tax Increments to cover Shortfall Debt as provided for in Section 8.6(b) is further limited as follows:

i. Before using Tax Increments to cover Shortfall Debt, the County must first use available Tax Increments to provide the City Reimbursement, if the City is entitled to receive the City Reimbursement payment.

ii. The County's right to utilize Tax Increments to cover Shortfall Debt as provided for in Section 8.6(b) shall terminate as of the earlier of: (A) the Debt Service is fully extinguished and any Shortfall Debt has been reimbursed; or (B) after the County has received twenty (20) fiscal years of Tax Increment from the Development Property, at which time the County agrees that it shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance.

d. Debt Service Schedule. Exhibit G contains a proposed schedule for the payment of the Debt Service, but such schedule will vary based on actual sale costs, refinancing, if applicable, and other factors. Exhibit G shall be updated with actual debt service for the Bonds and if any future refinancing for the Bonds occurs. When updated, such updated Exhibit G shall be substituted for and become Exhibit G to this Agreement.

Section 8.7. Termination of Urban Renewal Area and Repeal of TIF Ordinance. To the extent that there is no Shortfall Debt as set forth in Section 8.6(b), the County agrees that it shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance immediately upon payment of the final Redevelopment Grant to the Developer and the payment of the City Reimbursement to the City, if applicable.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person

occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City or County to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. 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, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City or County, as specified below, may take any one or more of the following actions after the municipality declaring default has provided thirty (30) days’ written notice to the other parties and to the holder of the First Mortgage (but only to the extent the municipality declaring default has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty

(30) days and the Developer does not provide assurances reasonably satisfactory to the municipality declaring default that the Event of Default will be cured as soon as reasonably possible:

a. The municipality declaring default may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the municipality declaring default, that the Developer will cure its default and continue its performance under this Agreement;

b. The municipality declaring default may terminate this Agreement, provided, however that if this Agreement is terminated and the County has not yet sold the Bonds, the County shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance within sixty (60) days of termination of this Agreement.

c. The County may recover from Developer prior Construction Grant Disbursements pursuant to Section 7.3; and

d. The municipality declaring default may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City and/or County shall employ attorneys or incur other expenses in successful efforts to collect payments due or to become due or enforce performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City and/or County the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City and/or County in connection therewith.

Section 10.6. Breach by City or County.

a. Remedy by Other Municipality. If the City or County fails to perform or observe any term or condition of this Agreement which impairs the non-breaching municipality's ability to perform under this Agreement, and such failure is not cured within thirty (30) days after such notice to the breaching party by the non-breaching municipality, the non-breaching municipality's sole remedy shall be to seek specific performance of the Agreement by the breaching municipality.

b. Remedy by Developer. If the City or County fails to perform or observe any term or condition of this Agreement to be performed or observed by the City or County after notice from Developer and such failure is not cured within thirty (30) days after such notice to the breaching party, Developer may take whatever actions at law or in equity are necessary or appropriate to: (a) collect any payments due under this Agreement from the breaching party; or (b) enforce the performance or observance by the breaching party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition). IN NO EVENT WILL THE CITY OR COUNTY BE LIABLE TO THE DEVELOPER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY DEVELOPER, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE BREACHING PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL THE CITY BE LIABLE TO MAKE ANY CONSTRUCTION GRANTS OR REDEVELOPMENT GRANTS TO THE DEVELOPER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL THE COUNTY BE LIABLE TO MAKE ANY LOCAL HOTEL TAX REBATES, CITY RESIDENTIAL GRANT, OR DOWNTOWN HOUSING GRANT TO THE DEVELOPER.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, County, or their designees or agents, nor any consultant or member of the governing body of the City or County, and no other public official of the City or County who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any 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 Developer, is addressed or delivered personally to Christensen Development 1, LLC at 215 East 3rd St., Suite 300, Des Moines, Iowa 50309, Attn: Jake Christensen, President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Newton at 101 West 4th Street South, Newton, Iowa 50208, Attn: City Administrator;
- c. In the case of the County, is addressed to or delivered personally to the County at Jasper County Courthouse, 101 1st Street North, Newton, Iowa 50208, Attn: County Auditor;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City and County by virtue hereof. The City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the Parties hereto expressly consent and submit to the personal jurisdiction of such court.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto. In the event of a conflict between the terms of this Agreement and any other agreement, whether written or verbal, regarding the Development Property and to which the Developer is a party, the terms and conditions of this Agreement shall control.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the December 31, 2047, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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, the County has caused this Agreement to be duly executed in its name and behalf by its Chairperson and its seal to be hereunto duly affixed and attested by its County Auditor, and the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

By: _____
Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Newton, Iowa]

CHRISTENSEN DEVELOPMENT 1, LLC,
An Iowa limited liability company

By: _____
Jake Christensen, President

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Christensen Development 1, LLC]

(SEAL)

JASPER COUNTY, IOWA

By: _____
Brandon Talsma, Chairperson

ATTEST:

By: _____
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Jasper County, Iowa]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Newton, County of Jasper, State of Iowa, more particularly described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74'; THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Exhibit A-1

Execution Version

EXHIBIT B MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the Apartment Improvements and the Hotel Improvements, and related site improvements, by the Developer or other developers/contractors on the Development Property.

The Apartment Improvements means: (a) the re-purposing the historic 1900s Maytag building 16 into 72 apartments as described as Project B1 in the Revised Iowa Reinvestment District Plan; (b) the re-purposing of Maytag building 50 into a mechanical building to support building 16 as described as Project B1 in the Revised Iowa Reinvestment District Plan; and (c) opening a breezeway through Building 16 from the courtyard to the greenspace per the Legacy Plaza Concept. See Exhibit H for an excerpt of the Revised Iowa Reinvestment District Plan describing Project B1 (which Plan remains subject to change); and see Floor Plans below (which Floor Plans remain subject to change).

The Hotel Improvements means re-purposing the historic 1900s Maytag Buildings 1 and 2 into a 58-room boutique hotel as described as Project B2 in the Revised Iowa Reinvestment District Plan which shall include a bar serving light food options. See Exhibit H for an excerpt of the Revised Iowa Reinvestment District Plan describing Project B2 (which Plan remains subject to change); and see Floor Plans below (which Floor Plans remain subject to change).

Floor Plans for Apartment Improvements (next four images):

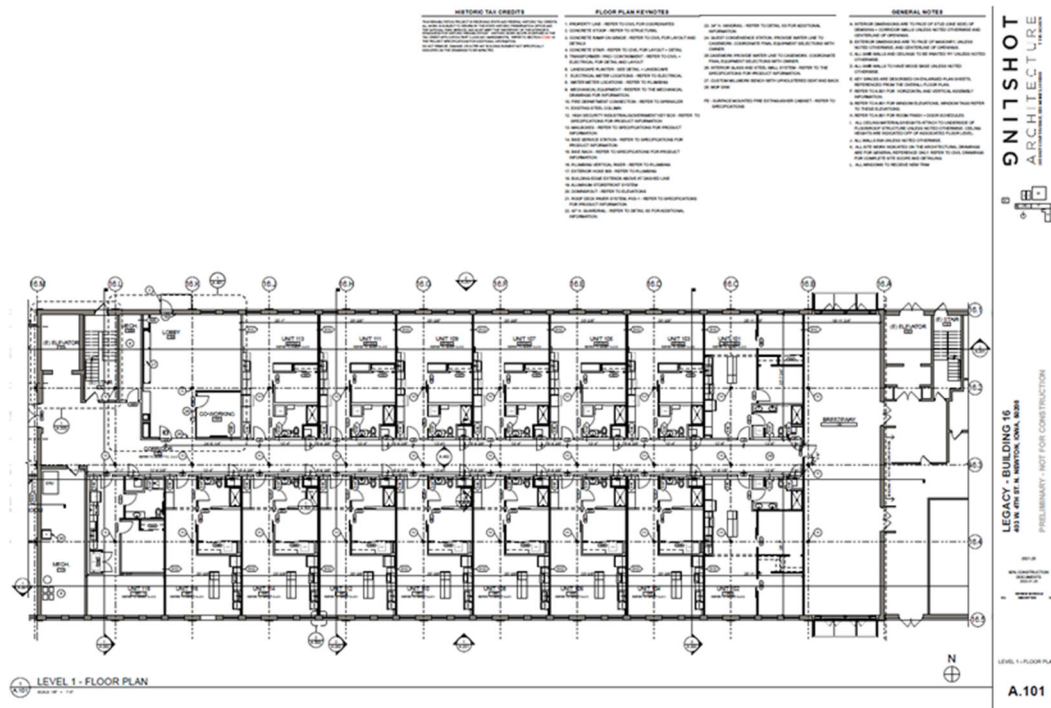


Exhibit B-1

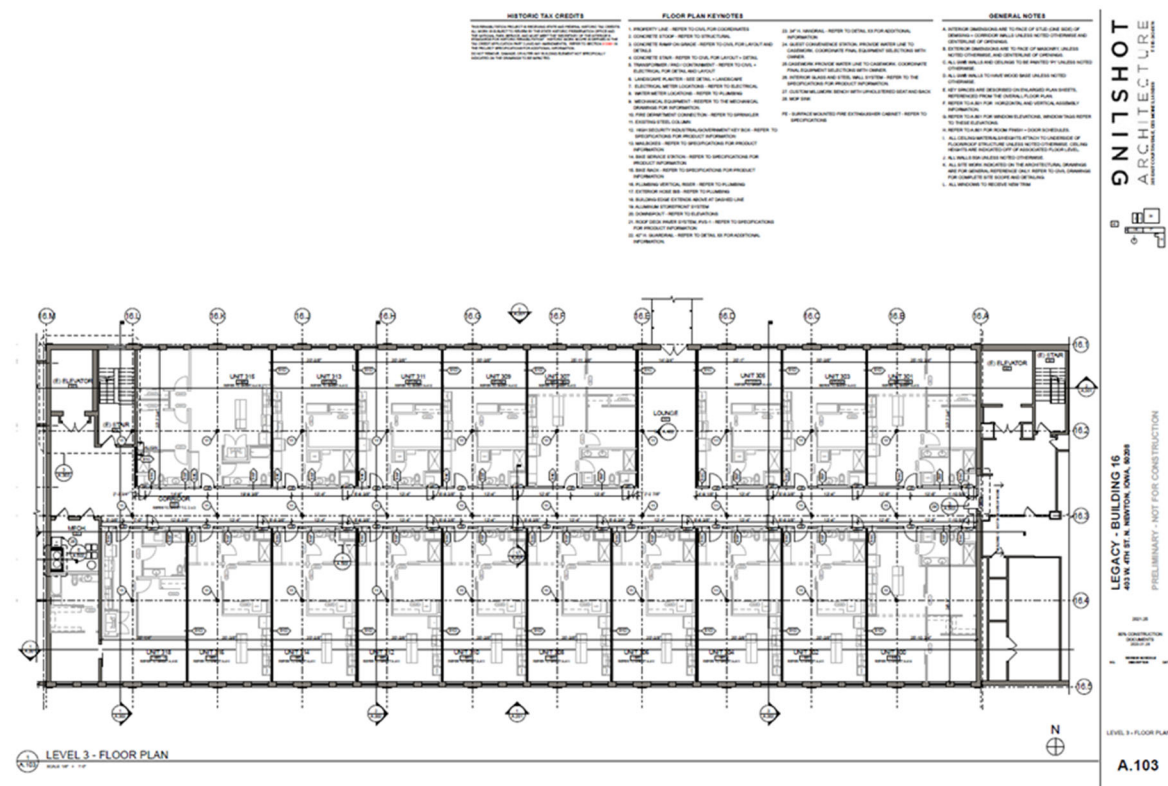
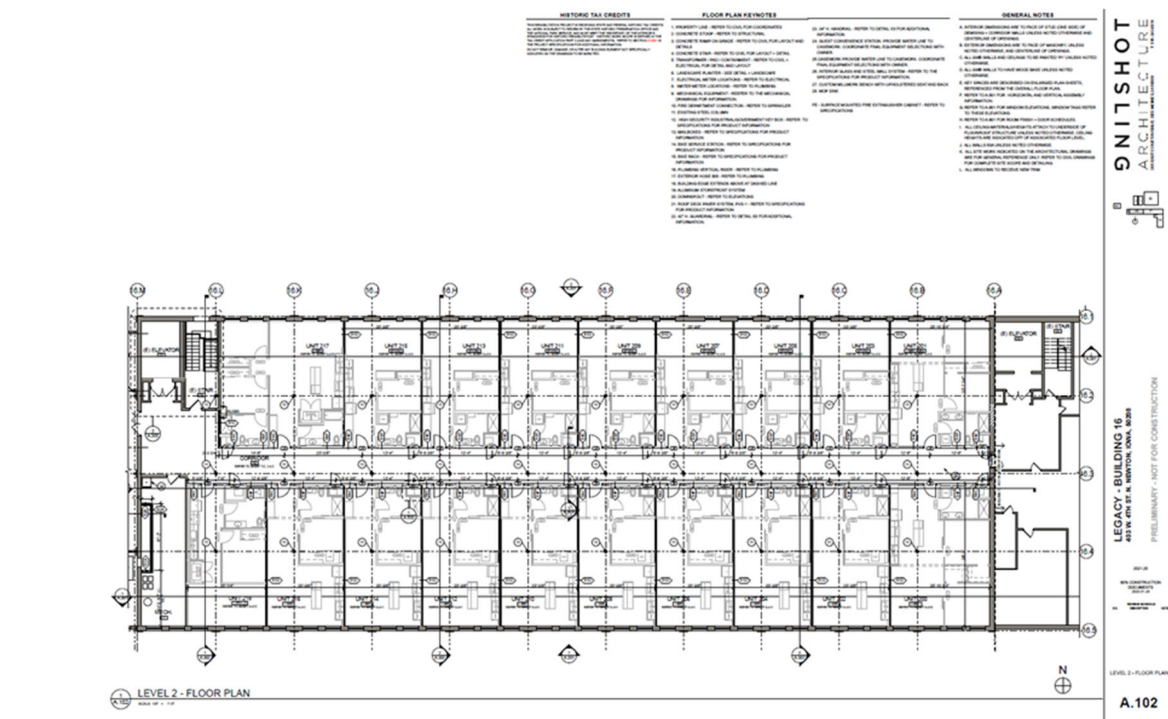
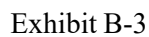


Exhibit B-2

Execution Version



Floor Plans for Hotel Improvements (next four images):

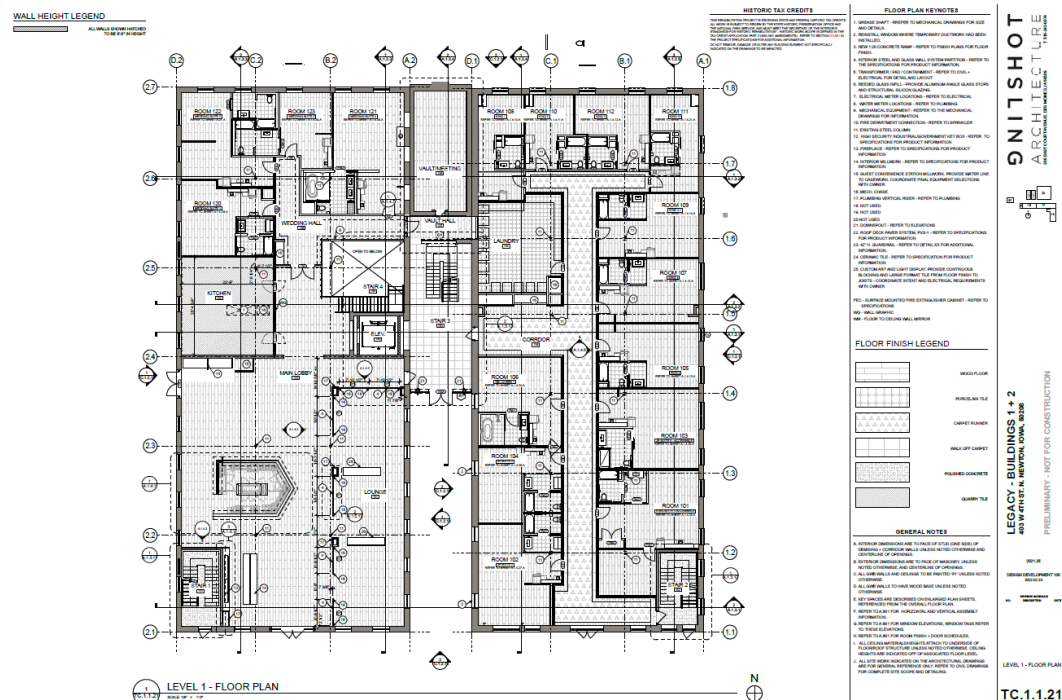
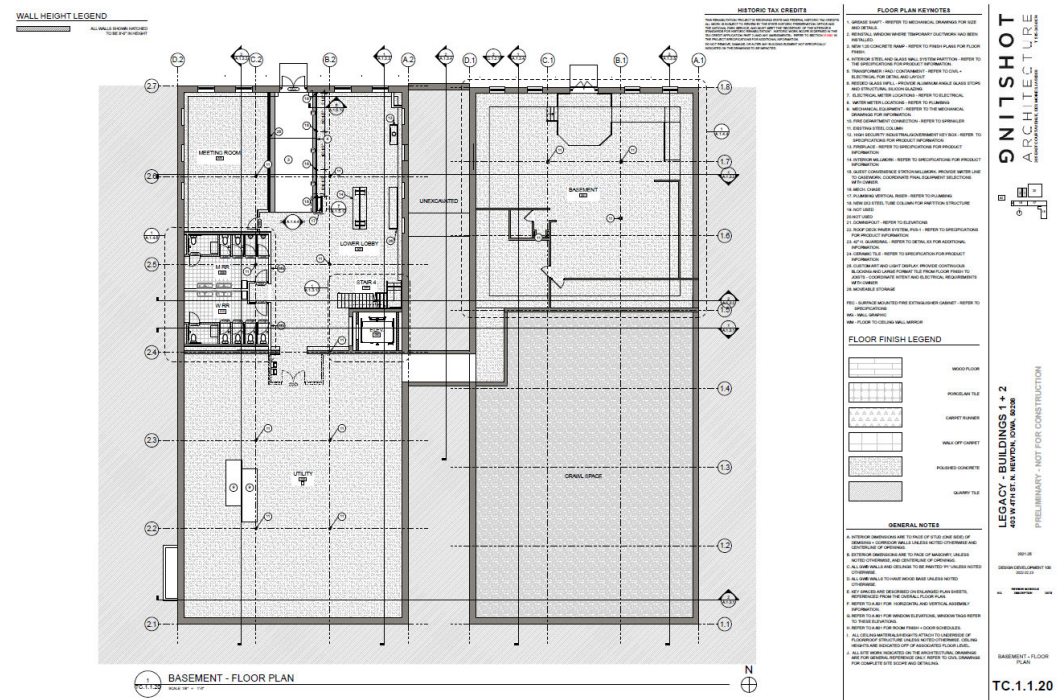


Exhibit B-4

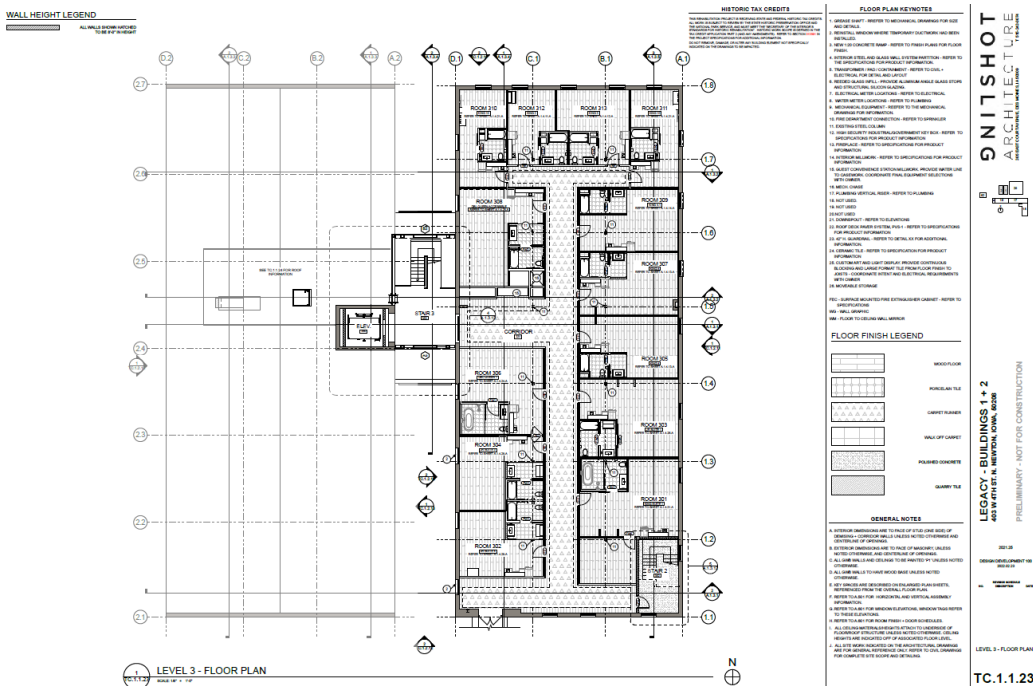
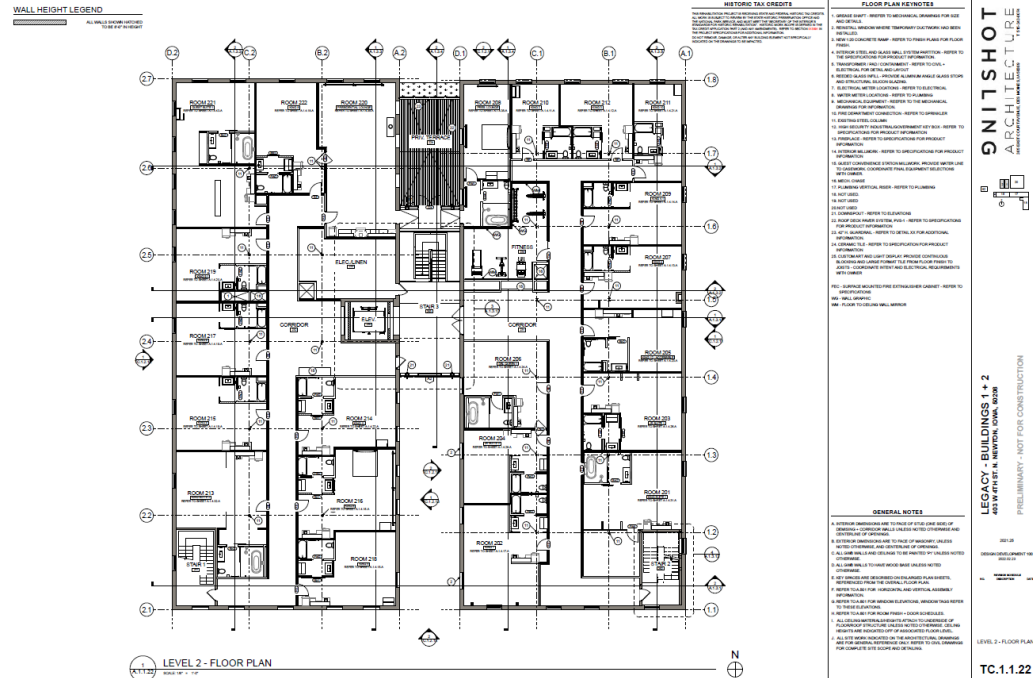


Exhibit B-5

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: Matt Muckler, City Administrator of Newton, 101 W. 4th St. S., Newton, IA 50208

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Newton, Iowa (the “City”), Christensen Development 1, LLC, an Iowa limited liability company (the “Developer”), and Jasper County, Iowa (the “County”), did on or about the ____ day of _____, 2023, make, execute, and deliver an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74',

Exhibit C-1

Execution Version

THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Development Property"); and

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2023 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the City, the County, and the Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Newton, Iowa.

Exhibit C-2

Execution Version

IN WITNESS WHEREOF, the City, the Developer, and the County have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2023.

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

By: _____
Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Newton, Iowa]

CHRISTENSEN DEVELOPMENT 1, LLC,
an Iowa limited liability company

By: _____
Jake Christensen, President

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Christensen Development 1, LLC]

(SEAL)

JASPER COUNTY, IOWA

By: _____
Brandon Talsma, Chairperson

ATTEST:

By: _____
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Jasper County, Iowa]

EXHIBIT D
LOCAL HOTEL TAX REPORT
(due quarterly under terms of the Development Agreement)

This report verifies the amount of Local Hotel/Motel tax paid in Year _____.

Gross Receipts were: \$_____

Local Hotel/Motel tax paid (currently 7%) \$_____

Attached is a copy of the Iowa Department of Revenue's Confirmation Report that confirms that Christensen Development 1, LLC filed and paid its Hotel/Motel Tax for the above-identified year.

This is also a request for payment of the Local Hotel Tax Rebate by the City to Christensen Development 1, LLC once the City has received the full calendar year payment of Local Hotel Tax from the State.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

Christensen Development 1, LLC,

By: _____

Name: _____

Title: _____

Attachments: Copy of the corresponding IDR Sales Tax Quarterly Returns – Confirmation

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following: During the time period covered by this Certification, Developer is and was in compliance with Section 4.8 as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(iii) all Local Hotel Taxes on the operations of the Hotel Improvements have been timely paid through the date of the Annual Certification, and we have attached certified copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code) since the last Annual Certification;

(iv) the number of Full-Time Equivalent Employment Units employed at the Hotel Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are as follows:

February 1, 20____:	August 1, 20____:
January 1, 20____:	July 1, 20____:
December 1, 20____:	June 1, 20____:
November 1, 20____:	May 1, 20____:
October 1, 20____:	April 1, 20____:
September 1, 20____:	March 1, 20____:

(v) the number of Full-Time Equivalent Employment Units employed at the Apartment Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are as follows:

February 1, 20____:	August 1, 20____:
January 1, 20____:	July 1, 20____:
December 1, 20____:	June 1, 20____:
November 1, 20____:	May 1, 20____:
October 1, 20____:	April 1, 20____:
September 1, 20____:	March 1, 20____:

(vi) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms

and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if such officer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

Christensen Development 1, LLC,

By: _____

Name: _____

Title: _____

Attachments: (a) proof of payment of property taxes; (b) proof of payment of Local Hotel Taxes

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of _____, 2023, by and among JASPER COUNTY, IOWA (the “County”), THE CITY OF NEWTON, IOWA (the “City”), and CHRISTENSEN DEVELOPMENT 1, LLC, an Iowa limited liability company, having offices for the transaction of business at 215 East 3rd St., Suite 300, Des Moines, Iowa 50309 (“Developer”).

WITNESSETH:

WHEREAS, County, City, and Developer have entered into an Agreement for Private Development dated as of _____, 2023 (“Development Agreement” or “Agreement”) regarding certain real property located in the City which is legally described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W

41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Development Property"); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, County, City, and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property pursuant to the Development Agreement; and

WHEREAS, parties and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

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

1. The Minimum Actual Value for the Minimum Improvements and the Development Property shall be fixed for assessment purposes at not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026. The Minimum Actual Value shall continue to be effective until December 31, 2045 (the "Assessment

Agreement Termination Date”). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership, or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that, prior to the Assessment Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Assessment Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings

4. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Jasper County, Iowa. Such filing shall constitute notice to any subsequent purchaser or encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion or lien or title search/certificate to City and County listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

[Signatures Start on Next Page]

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

By: _____
Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement– City of Newton, Iowa]

CHRISTENSEN DEVELOPMENT 1, LLC,
an Iowa limited liability company

By: _____
Jake Christensen, President

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – Christensen Development 1, LLC]

(SEAL)

JASPER COUNTY, IOWA

By: _____
Brandon Talsma, Chairperson

ATTEST:

By: _____
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – Jasper County, Iowa]

EXHIBIT F (Cont.)
LIENHOLDER CONSENT

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 Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms and subordinates any previously acquired mortgage, lien or other interest in the Development Property to Jasper County, Iowa and the City of Newtown, Iowa. This provision shall be binding on the parties and their respective successors and assigns.

Name of Lienholder

By: _____
Signature

ATTEST:

By: _____
Signature

Date _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of _____ and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for said state

[add additional pages for each lienholder]

Note: If there are no lienholders, this page shall have no signatures.

EXHIBIT F (Cont.)

The undersigned, having reviewed the plans and specifications for the Minimum Improvements already constructed or to be constructed and the market value assigned to the land upon which the Minimum Improvements are constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements and the Development Property shall be fixed for assessment purposes at not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026, and such minimum value shall continue through the Assessment Termination Date.

Assessor for the County of Jasper, Iowa

Date _____

[illegible]

Subscribed and sworn to before me by _____, Assessor for the County
of Jasper, Iowa on this _____ day of _____, 2023.

Notary Public for the State of Iowa

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT G
ESTIMATED DEBT SERVICE SCHEDULE

*[Please note, this is an estimate only, and remains subject to revision at the County's sole discretion.
This Exhibit will be updated as set forth in the Development Agreement]*

Jasper County, Iowa

EXHIBIT 2

Proposed General Obligation Urban Renewal Bonds, Series 2023

SOURCES & USES			DEBT SERVICE SCHEDULE						
SOURCES			Date	Principal	Coupon	Interest	Debt Service	Capitalized Interest	Annual Debt Service
Par Amount of Bonds	9,000,000.00		12/1/2023			209,700	209,700	(209,700)	
Accrued Interest			6/1/2024			209,700	209,700	(209,700)	
Other Monies			12/1/2024			209,700	209,700		
Total Sources	9,000,000.00	1.0	6/1/2025			209,700	209,700		419,400
		2.0	12/1/2025			209,700	209,700		
		3.0	6/1/2026			209,700	209,700		419,400
			12/1/2026			209,700	209,700		
Deposit to Construction Fund	8,385,000.00	4.0	6/1/2027	355,000	5.000%	209,700	564,700		774,400
Capitalized Interest Account	419,400.00		12/1/2027			200,825	200,825		
Municipal Bond Insurance		5.0	6/1/2028	370,000	5.000%	200,825	570,825		771,650
Underwriters' Discount (\$15.00 per bond)	135,000.00		12/1/2028			191,575	191,575		
Costs of Issuance	58,500.00	6.0	6/1/2029	390,000	5.000%	191,575	581,575		773,150
Accrued Interest			12/1/2029			181,825	181,825		
Rounding Amount	2,100.00	7.0	6/1/2030	410,000	5.000%	181,825	591,825		773,650
			12/1/2030			171,575	171,575		
Total Uses	9,000,000.00	8.0	6/1/2031	430,000	5.000%	171,575	601,575		773,150
		9.0	12/1/2031			160,825	160,825		
			6/1/2032	450,000	5.000%	160,825	610,825		771,650
		10.0	12/1/2032			149,575	149,575		
			6/1/2033	475,000	5.000%	149,575	624,575		774,150
			12/1/2033			137,700	137,700		
Dated Date	6/1/2023		6/1/2034	495,000	4.500%	137,700	632,700		770,400
Delivery Date	6/1/2023	11.0	12/1/2034			126,563	126,563		
First Interest Date	12/1/2023		6/1/2035	520,000	4.500%	126,563	646,563		773,125
First Principal Date	6/1/2027	12.0	12/1/2035			114,863	114,863		
Last Principal Date	6/1/2043	13.0	6/1/2036	545,000	4.500%	114,863	659,863		774,725
			12/1/2036			102,600	102,600		
		14.0	6/1/2037	570,000	4.500%	102,600	672,600		775,200
			12/1/2037			89,775	89,775		
Arbitrage Yield	4.60154%	15.0	6/1/2038	595,000	4.500%	89,775	684,775		774,550
TIC	4.76227%		12/1/2038			76,388	76,388		
AIC	4.83297%	16.0	6/1/2039	620,000	4.500%	76,388	696,388		772,775
Average Life	13.09 Years		12/1/2039			62,438	62,438		
		17.0	6/1/2040	650,000	4.500%	62,438	712,438		774,875
			12/1/2040			47,813	47,813		
		18.0	6/1/2041	675,000	4.500%	47,813	722,813		770,625
			12/1/2041			32,625	32,625		
		19.0	6/1/2042	710,000	4.500%	32,625	742,625		775,250
			12/1/2042			16,650	16,650		
		20.0	6/1/2043	740,000	4.500%	16,650	756,650		773,300
				9,000,000		5,404,825	14,404,825	(419,400)	13,985,425
Scale : Estimated with Interest Rate Cushion									

Exhibit G-1

Execution Version

EXHIBIT H
EXCERPT FROM REVISED IOWA REINVESTMENT DISTRICT PLAN

B1 Christensen Development: Residential Adaptive Use

B1.1 Project Overview

New, affordable, market rate apartments will be a new lessor. The project will be located within building 16 of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag building 16 into 72 apartments. Building 50 will be used as a mechanical space for building 16.

Catalyst Development Newton, LLC will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Catalyst Purchase Agreement – DMACC. Christensen Development, owned by Jake Christensen, will purchase building 16 from Catalyst Development. A view of the building and an inspiration image of an apartment are shown in B2.7 Figure 4 and Figure 5.

The apartments in building 16 will bring new life and defined purpose to the former Maytag building. The apartments and the new boutique hotel presented in project 2 will provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant. The apartments will be operated by Christensen Development as an active participant in programs and activities related to the other project elements described later in this application.

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they "shop around" or build a new home, to the young teachers and service workers moving to a community.

Students looking to enroll in DMACC — including the Court Reporting program (the only one of its kind in Iowa), which attracts students from all over the country — find the lack of housing on campus to be a deterrent. Three-bedroom apartment units can provide affordable market rate housing to students.

Cities can't achieve economic growth without great housing. The proposed apartments would feature industrial chic design and be located within three blocks of downtown and in a vibrant pedestrian commons. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

The development of market rate housing in rural communities presents significant challenges. It takes more time to fully lease up projects in small cities, lenders resist projects where comparative, historical data for market rate rentals is non-existent, population growth is flat, and construction costs are the same or higher than in urban areas. Opportunity cost, and elevated risk inherent in small communities, make equity investors harder to come by.

Newton must be competitive in housing to allow its workforce to live here rather than commute in from surrounding areas, taking their disposable income home with them. There is no shortage of good jobs in Newton, and now we need to provide good housing to accompany them.

Project/Housing Note

There is a housing-related need and opportunity not addressed in this application. The need is for affordable (LITC) housing, and the opportunity is in the single building that is left in Legacy Plaza: Building 20, Figure 6. Both the building and the availability of creative financing tools for low-income housing tax credits face significant challenges. The 1930s building is eligible for historic tax credits but the 1950s renovation left it with challenges for adaptive reuse, making it unsuitable for modern office or residential use without disturbing the façade and window cadence. This building has 90,000 square feet that could be used for housing. The complexities surrounding the building and its financing did not allow us to include the project

in our application, however we are working with Sam Ericson at Community Housing Initiatives (CHI) towards amending the application at a later date to include a Building 20 affordable housing project. This application requests funds totaling 75% of the allowable 20-year sales tax amount. If 100% of the Iowa Reinvestment Act funds allowable for application were to be granted there would be enough funding to complete all of the projects outlined here and also fill the gap that historic tax credits regrettably cannot fill for Building 20, modeled after CHI's Phenix project.

CHI has found that the building's large interior spaces could be converted to offer studio space for artists, while the perimeter of the first and second stories could be repurposed into 55 apartments. By combining creative workspaces and affordable housing, CHI could offer below market rents for aspiring artists, creators, and entrepreneurs working in the community while trying to establish careers in the creative arts. This would provide extraordinary synergies with the Co-Op Marketplace and many hospitality functions proposed in this application. The hospitality industry depends on front-line, entry-level workers to make things go.

The authors of this application strongly feel that including that workforce's needs in the Legacy Plaza plan would help fulfill our goal of benefitting residents across socio-economic spectrums. The project seeks to leave no one behind, so that all can benefit from our efforts and the resources from the State of Iowa.

B1.2 Expected Timeline

Construction work on building renovations and apartment construction will begin soon after the plan is approved with an expected start date of 1 October 2023. Construction and opening preparations will be completed in early 2nd quarter of 2024 with an expected operating start date of 1 October 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Event Center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

B1.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 40% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 5 B1 Detailed Budget

Project Name: Christensen Development: Residential Adaptive Use			
Funding Uses		Funding Sources	
Acquisition	\$50,000	Historic State Tax Credits	\$3,400,958
Hard Costs: Construction	\$12,522,300	Federal Historic Tax Credits	\$2,496,082
Soft Costs: Construction	\$1,112,351	Workforce Housing Tax Credit	\$540,000
Site Costs: Hard/Soft	\$236,250	NPV IRA Funding/ County Bonds	\$3,660,862
Financing Costs	\$517,420	Long Term Loan	\$5,203,718
Development Fee	\$863,299		\$
	\$		\$
	\$		\$
	\$		\$
Total Project Budget	\$15,301,620	Total Funding Sources	\$15,301,620

B1.4 Expected Debt Associated with The Project

The project will obtain bridge loans to be paid off with the utilization of Historic and Workforce Housing Tax Credits. The balance of funds needed will be obtained through long term debt.

Table 6 B1 Debt Associated with Project

Description	Amount	Percent of Total
Bridge Loan for Historic Tax Credits	\$2,496,082	30.29%
Bridge Loan for Workforce Housing Tax Credit	\$540,000	6.55%
Long Term Debt	\$5,203,718	63.15%
	\$	0.00%
Total Initial Sources	\$8,239,800	100%99.99%

B1.5 Status of Expected Financing and Financing Gap

Transformative projects in rural communities do not pencil out on their own. Buildings 1,2 and 16 have an approved National Park Service Part 1 application, Appendix I, Catalyst NPS Part 1. That National Historic Registry designation makes the project eligible for both state and federal historic tax credits, of which the 131 page narrative can be found [here](#). Our Part 1.5 meeting was held in February 2022 and Part 2 was submitted in March 2022 with approval received in October 2022. A development agreement between the county, the city, and Christensen Development expected to be approved by February 21, 2023 which includes Tax Increment Financing, Hotel Motel Tax Reimbursement and a cash incentive per residential unit. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap. Finally, an historic tax credit application was submitted on February 1, 2023.

B1.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The 72 apartments in building 16 will not generate Hotel/Motel Tax or Taxable Sales. This project, because of its location in Legacy Plaza (Figure 3), will contribute to the district by providing needed housing and a high valued repurposing of a historic structure. The construction and operation of the apartments will also contribute to the economic impact in the form of construction jobs, operating staff and jobs related to goods and services required in operating the facility. The residents of the apartments will help drive new retail demand and development in the district.

The projected gross revenue included in estimating economic impact is included in section B1.8.2 Economic Impact Expected.

Figure 3 Location of Building 16

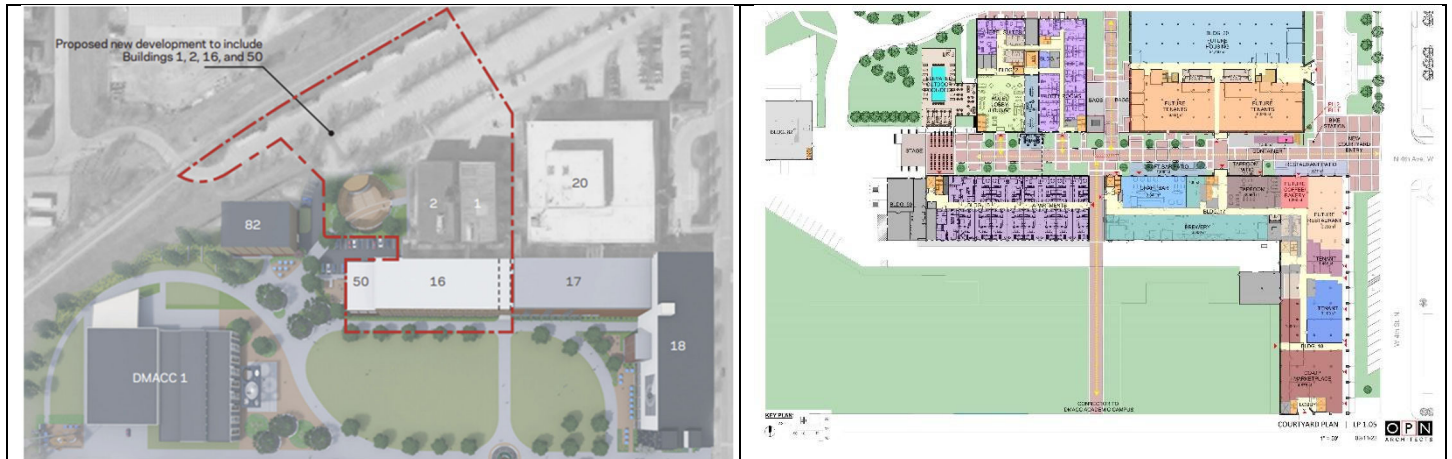


Figure 4 Building 16



Figure 5 Inspiration Imagery Apartment



Figure 6 Building 20

Building 20 in 1935



Building 20 in 2021



B1.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building 16 into a 72-unit apartment building. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projections (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Christensen Development was used as a starting point for developing the financial analysis model for this project. Due to the existing shortage of market rate apartments, the apartment occupancy rate starts out at 80% in 2024 and stabilizes at 90% in 2025.

B1.8.1 Projected Annual Gross Revenues

Due to the anticipated demand for market rate apartments an occupancy rate of 80% was used for the first six months of operation in 2024-25. The occupancy rate was raised to 90% for 2025 and the balance of the 20-year period. The projected total for annual gross revenues is shown in Table 7.

Table 7 Apartments Gross Revenue

Apartments - Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
Apartment Rentals	
Apartment Total	\$ 12,694,721

B1.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Table 8 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 8 Apartments - Economic Impact Summary

Christensen Apartments						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	126	\$6.3	\$7.4	\$14.7	\$1.3	\$0.5
Operations	2	\$0.0	\$0.4	\$0.6	\$0.0	\$0.1
Total	129	\$6.4	\$7.9	\$15.2	\$1.3	\$0.6

B1.8.3 Estimated Number of Visitors or Customers

The National Multifamily Housing Council (NMHC) has published a report based on the 2019 American Community Survey, 1-year Estimates, US Census Bureau. Updated 11/2020 that includes statistics on living arrangements and the average number of members in apartment households. Using the distribution of room types and the NMHC reports, the average number of tenants occupying the apartments in Building 16 is estimated at 125. The number of visitors per week is estimated at 108 for a total of 5,616 annually and 112,320 over the 20-year period.

Table 9 Apartment Occupants and Visitors

Apartment Estimated Occupants & Visitors								
Apartments	Count	Living Arrangements	Avg Per Apt	Pct of Total	# Tenants	Apt - Members in Household	Pct of Total	# Tenants
Studio	25	Single Male	1	23%	17	1 Member	49%	35
1 Bedroom A	31	Single Female	1	27%	19	2 Members	28%	40
1 Bedroom B	2	Single Parent	2.5	10%	18	3 Members	12%	26
1 Bedroom C	5	Couple	2	17%	24	4+Members	11%	32
1 Bedroom D	4	Couple w/Children	3.5	11%	28			
2 Bedroom A	2	Roommates	2	5%	7			
2 Bedroom B	3	Other	1	6%	4			

Totals	72		Est A	118		Est B	133
	125	Estimated Tenant Count (Average Est A and Est B)					
	108	Estimated Weekly Visitors to Apartments (1.5 per Apartment)					

B1.9 Unique Characteristics of the Project

The apartment project is closely related to project B2 Hospitality Adaptive Reuse. The combination of residential and hotel mixed use so common in urban areas is unusual in small communities. Since this project and project B2 are so closely linked, the Unique Characteristics of this project are included in section B2.9 of the Hospitality project to avoid repetition of characteristics.

B2 Christensen Development, Hospitality Adaptive Reuse

B2.1 Project Overview

A boutique hotel, lobby bar and restaurant will be a new lessor. The project will be located within two buildings (Figure 7) of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag buildings 1 and 2 into a 58-room boutique hotel.

Christensen Development will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Purchase Agreement – DMACC.

Catalyst Development Newton, LLC is owned by developer Angela Harrington (Hotel Grinnell and The Highlander Hotel) and will operate the Boutique Hotel.

Catalyst Development will also lease the event center in building 17 from DMACC. The boutique hotel, and event center project will bring new life and defined purpose to the former Maytag buildings. This project along with the nearby apartments provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant.

The apartments, boutique hotel, and event center will all be operated by Catalyst Project Management Appendix H, Catalyst Project Management Overview allowing the buildings' core functions to compliment and support each other, while also benefiting from economies of scale and efficient operations.

B2.2 Expected Timeline

Construction work on building renovations, hotel and amenities construction will begin soon after the plan is approved with an expected start date of October 1, 2023. Construction and opening preparations will be completed in 2nd and 3rd quarter of 2024 with an expected operating start date of October 1, 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Legacy Ballroom/event center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

B2.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 33% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 10 B2 Detailed Budget

Project Christensen Development, Hospitality Adaptive Reuse			
Funding Uses		Funding Sources	
Acquisition Costs	\$50,000	NPV IRA Funds/County Bonds	\$3,660,862
Construction Hard Costs		Tax Increment Financing	\$1,265,000
General Requirements	\$379,908	Loan on Hotel Motel Tax	\$1,011,249
Construction Mgmt. Fee	\$351,775	Historic Tax Credits	\$4,534,441
Construction & Finishes	\$3,946,419	Investor Cash & Deferred Development Fee	\$235,460
Electrical & Data	\$1,317,692	Long Term Debt	\$3,039,138
Fire Sprinklers	\$83,658		\$
Plumbing & HVAC	\$2,649,045		\$
Contingency	\$417,653		\$
Soft Costs			\$
Architect & Engineering	\$450,000		\$
Misc Consultants & Legal	\$100,000		\$
Interest Reserve	\$750,000		\$
Developer Fee	\$750,000		\$
Furniture, Fixtures & Equipment			\$
Hotel Guestrooms	\$1,000,000		\$
Lobby Bar, Patio & Pantry	\$500,000		\$
Pre-Opening & Working Capital			\$
Opening Linens & Supplies	\$500,000		\$
Cash Reserve & Working Capital	\$500,000		\$
Total Project Budget	\$13,746,150	Total Funding Sources	\$13,746,150

B2.4 Expected Debt Associated with The Project

Catalyst Development Newton will secure a combination of short-term construction bridge financing, equity investors and long-term debt. We have budgeted interest appropriately for the bridge financing this project will require.

Table 11 B2 Debt Associated with Project

Description	Amount	Percent of Total
Loan on Hotel/Motel Tax Payment from City	\$1,011,249	24.97%
Long-Term Debt	\$3,039,138	75.03%
	\$0	0.00%
	\$0	0.00%
Total Initial Sources	\$4,050,387	100.00%

B2.5 Status of Expected Financing and Financing Gap

As mentioned in section B1.5, Buildings 1,2 and 16 have an approved National Park Service Part 1 and Part 2 application, Appendix I, Catalyst NPS Part 1 and Part 2. A development agreement between the county, city and Christensen Development was approved and includes Tax Increment Financing and Hotel Motel Tax Reimbursement. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap.

B2.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

Operations of the hotel are expected to generate \$56 million in taxable receipts, Table 12. Since the Legacy Ballroom included in project B3 will be leased to Catalyst Development, the taxable receipts for food and beverage sales will be reported by Catalyst.

Table 12 Projected IRA Deposits

Hotel/Motel Tax and State Sales Tax Projections			
Category	Estimated Receipts	Projected Tax Receipts	Projected IRA Deposits
Hotel/Motel Tax	\$38,730,666	\$2,711,147	\$1,936,533
Retail Sales Tax	\$17,430,155	\$1,220,111	\$697,206
Total	\$56,160,821	\$3,931,257	\$2,633,739

Source: Newton District Application Supporting Data

B2.7 Visual Aids Which Enhance the Understanding of the Project

Great boutique hotels take on a neighborhood gateway role, where creative guest journeys -- built on novel and regionally relevant experiences -- take center stage. A demand for select service, and how well the property tells its story, provide compelling reasons for guest stays.

Figure 7 Maytag Complex - Buildings 1 & 2



Located in two original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase the iconic Iowa story of Maytag innovation. It will also serve as a base of operations for visitors exploring the historic town of Newton.

The hotel will encompass approximately 51-58 guest rooms. Because of the building's depth and window cadence, each hotel room (Figure 8) will be large enough to be outfitted with larger bathrooms and kitchenettes so as to double as extended stay

accommodations, filling two market needs: temporary housing for a transient workforce, as well as overnight accommodations for leisure guests.

Figure 8 Inspiration: Hotel Guest Room



Figure 9 Inspiration: Lobby Bar



This unique destination hotel will fill unmet needs in the marketplace for upscale lodging. 37% of travelers stay in properties above mid-scale. Newton is completely missing out on those travelers, losing them to Des Moines. Not one of Newton's hotels is rated above 2.5 (out of 5) stars. As such, this hotel will be the only accommodations product in the market above mid-scale, facilitating higher average daily rates to offset lower occupancy common in small cities.

As exemplified in Grinnell, IA, the addition of an upscale boutique hotel, like the one proposed here, generated an increase in hotel-motel sales tax revenue equal to that generated by the new hotel. In other words, the upscale hotel generated business from a new audience, without cannibalizing demand for existing properties. The demand existed but upscale travelers opted to stay in Des Moines until Hotel Grinnell was built.

A variety of accommodations is vitally important to a city's capacity to draw visitors. Downtown Newton experienced very little economic impact from the addition of the Iowa Speedway. A unique destination hotel downtown will help correct that unfortunate reality. Barriers to entry into the upscale lodging market in small cities are extraordinarily high. Development incentives like historic tax credits and the Iowa Reinvestment Act mitigate some of the risk inherent to above mid-scale hotel development in a small city like Newton.

A chic lobby bar (Figure 9) is a critical amenity for an upscale hotel. Revenue-producing lobbies and patios differentiate the product from its competition in hospitality. And modern consumers are using hotels differently.

According to author David Brooks, "They bring their laptops down to the lobby rather than working in their rooms and fewer people bother to unpack their bags. Therefore, room desks and closets are less important, but having a happening lobby scene is more important." ("Quest for 'experiences' reshapes hotel landscape", *The New York Times*, 1/6/2014)

The hotel restaurant will be open for breakfast, lunch and dinner continuously from 7am until 10pm-7 days a week. The menu will be a very portable, globally inspired food truck menu that can be enjoyed in the commons/greenspace or delivered to a hotel guest room, apartment or one of the many business tenants on campus. Every effort will be taken to offer goods developed by DMACC culinary students. The restaurant will feature signature craft cocktails as well as a wide selection of beer and wine creating an upscale venue.

There is no upscale cocktail restaurant or bar in Newton. A variety of food and beverage offerings is vital for attracting and retaining residents, the local workforce, and visitors from outside the community.

The lobby bar’s décor will feature vintage industrial design, with splashes of color in fabrics and wallcoverings to compliment the original brick walls and wood floors of the historic factory. Subtle nods to the building’s history will be present on the menu and throughout the hotel with other printed collateral.

The lobby bar will connect Legacy residents, Plaza workforce, locals and visitors alike.

B2.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building into a 58-room boutique hotel. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projects (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed boutique hotel, events center, and apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Catalyst Newton Development LLC was used as a starting point for developing the financial analysis model for this project. The initial hotel occupancy rate was set at 30% in 2024 and gradually increases to 54% in 2043. This is a conservative projection and, barring unforeseen circumstances, the occupancy rate could be higher after startup.

B2.8.1 Projected Annual Gross Revenues

Figure 10 summarizes the new hotel, and leased event center's projected gross revenue for the project period. The average annual gross revenue is projected to be \$2.9 million. Except for Bar/Patio/Auxiliary, event center sales will be purchased wholesale from vendors and billed with retail sales tax by the hotel. Ballroom rental is not included among taxable receipts. The Gross Revenue total includes years 2024 through 2044.

Figure 10 Catalyst Projected Gross Revenue

Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
<i>Boutique Hotel</i>	
Room Rental	\$ 38,730,666
Bar/Patio/Auxiliary	\$ 10,461,064
Boutique Hotel Total	\$ 49,191,730
<i>Event Center</i>	
Ballroom Rental	\$ 3,484,545
Food, Beverage, and Other	
Event Sales	\$ 6,969,090
Total Event Center	\$ 10,453,636
Grand Total	\$ 59,645,366

B2.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Figure 11 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Figure 11 Catalyst Hotel Economic Impact

Catalyst Hotel						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	235	\$11.8	\$14.1	\$19.8	\$2.4	\$0.7
Operations	30	\$0.7	\$1.2	\$2.7	\$0.2	\$0.2
Total	266	\$12.5	\$15.3	\$22.5	\$2.5	\$1.0

B2.8.3 Estimated Number of Visitors or Customers

The Boutique Hotel and Event Center will draw visitors to the community through its lodging services and hosted events. According to a 2014 summary report produced by the American Hotel & Lodging Association (AHLA), 41% of lodging customers traveled for business and 59% traveled for leisure. The typical business stay is one person, and the typical leisure stay is two persons. Using projected occupancy rates, a total of 194,764 rooms will be rented during the project period. Figure 12 shows the estimated number of lodging visitors based on the above criteria.

Figure 12 Projected Hotel Visitors

Estimated Hotel Visitors		
	Room Nights Rented	Number of Lodging Visitors
Business Travel	79,853	79,853
Leisure Travel	114,911	229,822
Total	194,764	309,675

Estimates for utilization of the Events Center are based on actual experience reported by a similar facility located in Grinnell, IA. provides a breakdown of the expected number of events per year and the total number of events throughout the project period. The average expected attendance per event is 250 visitors and the project period is 2024 to 2044.

Figure 13 Projected Event Center Visitors

Legacy Ballroom Events Center Projections			
Average Annual Visitors		Project Period Visitors	
Average Number of Events	76	Total Number of Events	1,515
Attendance per Event	250	Attendance per Event	250
Average Annual Visitors	18,938	Total Visitors	378,750

B2.9 Unique Characteristics of the Project

- **Impact.** Together, the hotel project and project B1 apartment project brings a necessary built-in customer base with disposable income to support businesses on Main Street and those proposed for Legacy Commons. An upscale hotel, walkable to goods and services, serves as an economic engine and brings 18-hour vitality and affluent guests to the small city of Newton. The hotel will serve as a base camp for visitors exploring Newton. Great hospitality teams serve as true community ambassadors and curators of local experiences. How visitors feel about a community they visit is most influenced by where they stay overnight. A hotel that celebrates where it is in the world and one which core values lie in active community stewardship is critical in destination making.
- **Innovation.** The project creatively uses existing community assets in the adaptive re-use of three historic buildings and will be the only hotel in Iowa with origins as a factory and offer the only authentically industrial chic event venue of its size in Iowa. The adaptive reuse and historic preservation on this scale is unheard of in a rural community. Located in three original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase

the iconic Iowa story of Maytag and specifically how Iowa appliance innovation changed modern American life, especially for women.

- Diversity. The project is the only rural example in Iowa of mixed use residential and hotel, with residents enjoying the amenities of a hotel and hotel visitors being part of an authentic local experience. The combination of residential and hotel mixed use, so common in urban areas, is unusual in small communities. Together, they provide a critical mass in business and diversity in revenue models. The housing component meets the needs of Newton's workforce and prospective DMACC students, especially those ineligible for rent restricted low- and moderate-income housing programs. Creatively combining economic development incentives allows for affordable market rate housing. Affordable housing allows our community college, our businesses and our city to grow.

Collaboration. The lobby bar affords the DMACC Baking and Pastry Arts program a 24-7 venue by which to sell and showcase their products. The hotel and events operations will use student interns from DMACC's Hospitality Business and Hotel/Restaurant Management program. DMACC's Building Trades/Finish Carpentry, Welding and Electrical Construction Trades programs will be engaged during construction for earn to learn opportunities. Des Moines Area Community College, the City of Newton, Catalyst and Christensen are committed to pooling resources to effectively market Newton as a destination.

EXHIBIT I
STATE DOWNTOWN HOUSING GRANT AGREEMENT

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF NEWTON**

AWARD NO.: 22-ARPDH-041
AWARD AMOUNT: \$600,000
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and "City of Newton" ("Subrecipient").

AWARD IDENTIFICATION

SUBRECIPIENT NAME: City of Newton
SUBRECIPIENT LEGAL ENTITY NAME: City of Newton
SUBRECIPIENT ADDRESS: 101 West 4th Street South
CITY, STATE, ZIP: Newton, Iowa 50208
SUBRECIPIENT UEI NUMBER: NN8PPN7EH7L7
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374
FEDERAL AWARD DATE: July 9, 2021
GRANT PERFORMANCE START DATE: June 14, 2022
GRANT PERFORMANCE END DATE: September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY: US Department of Treasury
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182
ASSISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00
IS THIS AWARD R & D: No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 403 W 4th St N, Newton, Iowa 50208 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 3.2.4.3 Development Agreement between City of Newton and Project Developer

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 Quarterly Reporting. The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 Public Disclosure. The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

- 5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.
- 5.6.2 Project construction shall commence no later than 6 months after award date.
- 5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.41.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.41.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.42 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF NEWTON

BY: 
Authorized Signature (Mayor)

Evelyn George, Mayor Pro Tem
Print Name (Mayor)

DATE: July 7, 2022

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY: 
Deborah V. Durham, Executive Director

DATE: 07/13/2022

EXHIBIT A

Subrecipient's Downtown Housing Grant Application
(In Subrecipient's IowaGrants.gov Account)



Application

423350 - Downtown Housing Grant - Final Application

426374 - Newton
Downtown Resource Center

Status:	Awarded	Submitted Date:	01/31/2022 10:03 AM	Submitted By:	Erin Chambers
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Applicant Information

Primary Contact:

AnA User Id	ERIN.CHAMBERS@IOWAID		
First Name*	Erin		Chambers
	First Name	Middle Name	Last Name
Title:			
Email:*	erinc@newtongov.org		
Address:*	1700 N 4 Avenue W		

City*	Newton	Iowa	50208	
	City	State/Province	Postal Code/Zip	
Phone:*	641-792-6622			25
	Phone			Ext.
Program Area of Interest*	Historical Resource Development Program (HRDP)			
Fax:	641-792-0670			
Agency				

Organization Information

Organization Name:*	City of Newton
Organization Type:*	City Government
DUNS:	
Unique Entity Identifier (UEI)	
Organization Website:	
Address:	

	City	Iowa		
	City	State/Province	Postal Code/Zip	
Phone:	641-792-6622			Ext.

Exhibit I-17

Execution Version

Fax: 641-792-0670
Benefactor
Vendor Number I3 - 00002129985

Applicant Information

The applicant information **MUST** be the mayor or elected official.

City (Applicant)	City of Newton		
Primary Contact	Michael	Hansen	
	Salutation	First Name	Last Name
Address	101 West 4th Street South		
City/State/Zip	Newton	Iowa	50208
	City	State	Zip Code
Phone/E-mail	641-792-2787	mikeh@newtongov.org	
	Phone	E-mail	

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration.
Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.

NN8PPN7EH7L7
UEI (Unique Entity Identifier)

Congressional District(s) Involved or Affected by this Proposal 2nd - Rep Marianne Miller-Meeks
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal 15
District Map

Iowa House District(s) Involved or Affected by this Proposal 29
District Map

Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and **MUST** be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will **NOT** be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

Project Address	403 West 4th Street North		
	Newton,	Iowa	50208
	City	State	Zip Code

Census Tract 403

Project Appropriateness

Description of the complete project	The proposed multi-residential project is part of a larger, adaptive reuse of former Maytag Headquarters buildings into a compelling mixed-use place located within the C-CBD
-------------------------------------	---

scope of work:
(2,000 characters maximum)

(Central Business District Commercial) zoning district and Newton's Main Street District.

The project, in its entirety, includes multi-family housing; a hotel with lobby bar; a 500-seat ballroom/convention space; retail, restaurant, and office spaces; and an enhanced gathering and green space area.

Description of the housing elements of the project:
(2,000 characters maximum)

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

The 72 new housing units will be unique to Newton in that the units will be the first warehouse conversion apartments. The units will be desirable to a younger workforce with exposed brick walls, 11' ceilings, and stainless steel appliances. The units will compete with projects in Des Moines for quality and aesthetic. The units will assist in attracting workers to Newton.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

Description of the project's impact on the community/downtown district:
(2,000 characters maximum)

The apartments, boutique hotel, and event center project will transform Newton's Downtown through intentional investment, both public and private, which will build vibrancy and establish a model for rural mixed use redevelopment in the State of Iowa. The project will achieve this end by elevating the experiential commercial uses (a necessity in the era of online shopping) and creating a sustainable mixed-use neighborhood, anchoring a downtown where one can live, work, and play. The residential component is critical to the success of Newton's downtown district by providing density in population. A downtown with residents is a vibrant downtown.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the project's impact on housing in the community/downtown:
(2,000 characters maximum)

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they shop around or build a new home, to the young teachers and service workers moving to a community. Cities can't achieve economic growth without great housing. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve as an example for other building owners?

Yes

Will this project create new units in underutilized upper story space?

Yes

Number of new units: 72

Will the project rehabilitate underutilized existing upper story apartments?

No

Not Awarded Applications (INTERNAL USE ONLY)

Decline Letter

Reason for decline (if available):

Budget

Grant Request Amount	\$600,000.00
Cash Match	\$24,043,841.00
Total Project Cost	\$24,643,841.00

Sources of Funds

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$5,743,841.00	Applied for	Part I, 1.5 are complete. Part 2 in process.
Local Incentives	\$900,000.00	Secured	Ten Year Tax Rebate & Local Housing Grant
Private Equity Investment	\$1,500,000.00	Secured	
Private Loans	\$15,900,000.00	Secured	Commitment Letter- Fortress Bank
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$24,643,841.00		

Tax Benefits

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	Yes	Applied For	
Federal Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
State Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
Tax Increment Financing (Rebate)	Yes	Secured	Resolution of Intent Approved by City Council
New Markets Tax Credit	No		
Tax Abatement	No		
Other	Yes	Secured	Iowa Reinvestment District

Uses of Funds

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$1,569,615.00
Construction - Windows/Doors	\$502,700.00
Construction - Roofing	\$0.00
Construction - HVAC	\$1,064,880.00
Construction - Plumbing	\$1,331,100.00

Construction - Electrical	\$1,527,840.00
Construction - Insulation	\$288,000.00
Construction - General Carpentry	\$424,216.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$3,640,039.00
Construction Subtotal	\$10,348,390.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$225,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$1,963,632.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$50,000.00
Other	\$1,754,450.00
Contingencies	\$773,898.00
TOTAL BUDGET	\$15,115,370.00

Building Information

Building Information 1

City – Property Address* 403 West 4th Street North

Property Owner Des Moines Area Community College

Address 2006 South Ankeny Blvd

City/State/Zip Ankeny
Iowa

Zip 50023

Telephone Numbers

Cell Phone 515-971-6953

Fax

E-mail Address kmdidier@dmacc.edu

Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.:
(1,000 characters max.)

DMACC was gifted the property in 2016. DMACC, in partnership with the City of Newton, has been working to create market rate housing at the campus for over four years.

DMACC has a purchase agreement with Christensen Development to build between 50 and 80 market rate apartments in the building.

Property Address 403 West 4th Street North- Building 16

Year Built 1911

If vacant, how long: 4

Square footage: 16300

Square footage: 50020

Current Use Service

Current Use Vacant

of Residential Units

Number of Residential Units

Proposed Use Residential

Proposed Use Residential

of Proposed Residential Units: 72

Proposed Start Date 06/01/2022

Projected Completion Date 06/30/2023

Project architect David Voss, Slingshot

Listed or eligible for listing in the National Register of Historic Places Yes

Does the local No

community have a design review process?

Will the project be part of a CDBG Downtown Revitalization Grant? No

Will the project receive any other federal funding? Not Sure

County/City Assessor Property Card Assessor Card.pdf

Cost estimates for all proposed construction work. Legacy Building 16 Newton Apartments_Conceptual Budget_12.30.2021.pdf

Submitted Part 1 Historic Tax Credits application

Submitted Part 2 Historic Tax Credits application

Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) Catalyst Dvlp_SHiPO 1.5 Mtg Presentation_2021-0907_FINAL_Part 4of4.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Building 16 southside.JPG

Historic photographs of the property/project as available Catalyst Dvlp_SHiPO 1.5 Mtg Presentation_2021-0907_FINAL_Part 1of4.pdf

Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Project Assurances	Project Assurances Page.pdf	pdf	79 KB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	City of Newton Iowa Reinvestment District with the project building outlined in green. The photo submitted location noted in yellow.	Newton Legacy Reinvestment District_rev 1-25-22.pdf	pdf	811 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload	Loan commitment letter from Fortress Bank	Newton, IA - Proof of Financing Letter 1.26.22.pdf	pdf	31 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload				
Grant Recipient (City) W9 Download IRS form W9 HERE	City W-9 Form	W9 signed for 2022.pdf	pdf	108 KB

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique **positive impact** on minority persons? * No

Could the proposed grant program or policy have a No

disproportionate or unique
negative impact on minority
persons? *

I hereby certify the
information above is
complete and accurate to
the best of my knowledge.*

Yes

*

Community Development Director

Title

Erin

First Name

Chambers

Last Name

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
- c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

02134434-1\10747-053

City of Newton Council Report



Item:

Resolution approving reorganization and additions to City staff

Summary:

Replacing Civil Engineering Tech (CET) III position with a CET I position; and adding one position each to Engineering, Public Works Operations, Water Distribution, Police, and Fire

Financial Impact:

- As budgeted in FY 24
- Entry Level Public Works Equipment Operator Salary \$51,089, split 60% Landfill, and 40% Streets
- Entry level Water Distribution salary \$50,939, split 40% Water Distribution, 30% Stormwater, 20% WPC and 10% Traffic Control
- Fire Prevention Specialist Salary of \$83,558 and Benefits of \$53,978 for a total of \$137,536
- Community Services Officer \$52,548 entry level annual

Report Number: 2023-231

Date:

February 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works / Utilities Departments:

With the recent re-organization of Public Works, the creation of the Utilities Department, and the promotion of the Civil Engineering Technician III to Public Works Director, both the Public Works and Utilities Departments needed to re-evaluate the duties and staffing levels in both departments. Public Works and Utilities worked together to assign duties to align with their areas of expertise in each work group.

With hundreds of miles of ROW (right of way), water mains, storm and sanitary sewers, and an unlimited number of contractors that can work in the ROW, and as more projects and duties are added to Public Works, the workload of Engineering Staff will increase significantly. City staff proposes to replace the open Civil Engineering Technician III position with a Civil Engineering Technician I position to be filled by the current Civil Engineering Technician Trainee, whose responsibilities and experience have made him eligible for the promotion. Staff is also proposing to add one additional Civil Engineering Technician Trainee position. The promotion and the proposed trainee position will result in two open Civil Engineering Technician Trainee positions, which, when filled, will result in Engineering being fully staffed with three employees. Historically Engineering was staffed with three full-time Civil Engineering Technicians, currently there is one full-time employee.

The Engineering Tech Trainee position is responsible for all utility locates except water, which a Water Distribution Operator completes. After-hours emergency locates are completed by a WPC Plant Operator and a Water Distribution Operator. The proposal to add a Water Distribution Operator would place all utility locating for all city utilities on Water Distribution.

Since this employee would be responsible for locating duties from multiple Divisions of the Public Works and Utilities Departments, this employee would be funded by multiple funding sources; 40% Water Distribution, 30% Stormwater, 20% WPC, and 10% Traffic Control. These percentages are based on the time spent locating each of the utilities.

Before the City of Newton took on temporary management of Waterworks, the Water Board of Trustees completed an evaluation of staffing levels, in which they had approved an additional employee in Water Distribution. The hiring of this employee was delayed due to all the uncertainty with the entire Waterworks structure. Having evaluated the staffing levels for the past year, in addition to taking on additional locating duties, Staff recommends adding one (1) Water Distribution Operator to the current authorization.

City staff is also proposing an additional Public Works Operator position. This position would be split between the Newton Sanitary Landfill and Street Operations. Staff is currently borrowed from Streets to cover landfill operations during the busier warm weather months. Conversely, during snow removal operations, landfill staff is borrowed to staff two 4-man 12-hour shifts fully. This new position would allow both operations to remain fully staffed all year without the need to trade staff. A 60/40 split is proposed, with 60% of the new employee's salary and benefits being paid from Sanitary Landfill enterprise funds. These funds will only be used for work performed for landfill operations. The remaining 40% will be paid from snow removal and community beautification accounts.

Two additional public safety staff members are also proposed; a Fire Prevention Specialist in the Fire Department and an additional Community Services Officer in the Police Department.

Fire Department:

The Fire Department relied on a Fire Marshal to cover many required duties for the operation of the department. In 2019, the previous Fire Marshal retired, and the position was vacated. The operational duties of the Fire Marshal office have been divided between the remaining two executive Staff. This has led to issues with work completion at all staff levels.

Operationally, the Fire Prevention Specialist would be considered another responder, an executive staff member, and primarily responsible for community risk reduction. I fully expect that executive staff members respond to calls that require a full complement of responders. This person would be tasked as the primary fire investigator and would be expected to be on scene to manage the investigation from start to finish. As a daily responder, this position would be responsible for general preplanning and the planning of hazardous materials operations and support. As an executive staff member, the position would be responsible for managing operational programs such as vehicle maintenance and repair, vehicle specification and acquisition, and other budgeting requirements. This position would be the liaison to the Building Safety Department, conducting plan review and systems testing and approval as part of the City's permitting process. Another important task completed by this position will be the training of personnel for fire prevention, code enforcement, fire cause determination, and arson investigation. Other important duties of this position are Assistant City Disaster Coordinator, Fire Department Public Information Officer, primary Safety Officer, and City Radiological Officer.

The employee is essential in the operation of the Fire Department. The proposed salary and benefits for the employee include a budgeted salary of \$83,558 and benefits of \$53,978, for a total financial outlay of \$137,536. Having evaluated the staffing levels for the past three years, in addition to taking on many of the Fire Prevention Specialist duties, Staff recommends adding one (1) Fire Prevention Specialist to the current authorization.

Police Department:

In 2021 the Police Department took over primary responsibility for code enforcement for the City. Grass and snow complaints remained with the Community Services Division. In addition to the code enforcement duties, and as a result of the closure to the Jasper County Animal Rescue League, the Police Department also took on the duties of animal control. Two full time Community Service Officers were hired to fulfill these duties and have done a good job of addressing some of Newton's most blighted properties.

In an effort to further streamline the code enforcement process a new software program was purchased and implemented in 2022. This program has allowed for better communication amongst departments and residents and overall improved efficiency. In an effort to further improve the efficiency and effectiveness of code enforcement in Newton it's proposed to add one additional Community Service Officer position to the Police Department. With this additional position, the Police Department would create a Code Enforcement Division and would take on the responsibility of grass and snow complaints as well as other minor code violations currently handled by other City departments. This would make it easier for residents to understand which department is responsible for code enforcement duties and provide a higher level of service and accountability.

The additional staffing focused on code enforcement aligns with City Council's goals of improved curb appeal within the community and the approval of this position would mark a significant effort to bring more intention to this much needed area.

The new Community Service Officer position is currently proposed in the FY24 budget and would be set to begin July 1, 2023. In the interim, the Police Department plans to utilize seasonal employees to supplement the response to spring grass complaints until the new employee can be hired.

Recommendation:

Replace open Civil Engineering Technician III position with a Civil Engineering Technician I position to be filled by the current Civil Engineering Technician Trainee.

Add one (1) Civil Engineering Technician Trainee to the current full time equivalent authorization.

Add one (1) Public Works Operator to the current full time equivalent authorization.

Add one (1) Water Distribution Operator to the current full time equivalent authorization.

Add one (1) Community Services Office to the current full time equivalent authorization.

Add one (1) Fire Prevention Specialist to the current full time equivalent authorization.

A handwritten signature in black ink, appearing to read "Matt Muckler", with a stylized, cursive script.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

RESOLUTION APPROVING REORGANIZATION AND ADDITIONS TO CITY STAFF

WHEREAS, with the recent re-organization of Public Works, the creation of the Utilities Department, and the promotion of the Civil Engineering Technician III to Public Works Director, both the Public Works and Utilities Departments needed to re-evaluate the duties and staffing levels in both departments. Public Works and Utilities worked together to assign duties to align with their areas of expertise in each work group; and

WHEREAS, with hundreds of miles of ROW (right of way), water mains, storm and sanitary sewers, and an unlimited number of contractors that can work in the ROW, and as more projects and duties are added to Public Works, the workload of Engineering Staff will increase significantly. City staff proposes to replace the open Civil Engineering Technician III position with a Civil Engineering Technician I position to be filled by the current Civil Engineering Technician Trainee, whose responsibilities and experience have made him eligible for the promotion. Staff is also proposing to add one additional Civil Engineering Technician Trainee position. The promotion and the proposed trainee position will result in two open Civil Engineering Technician Trainee positions, which, when filled, will result in Engineering being fully staffed with three employees. Historically Engineering was staffed with three full-time Civil Engineering Technicians, currently there is one full-time employee; and

WHEREAS, the Engineering Tech Trainee is responsible for all utility locates, with the exception of water, which is completed by a Water Distribution Operator and after-hours emergency locates are completed by a WPC Plant Operator and a Water Distribution Operator. The proposal to add a Water Distribution Operator would place all utility locating for all city utilities on Water Distribution; and

WHEREAS, since this employee would be responsible for locating duties from multiple Divisions of the Public Works and Utilities Departments, this employee would be funded by multiple funding sources; 40% Water Distribution, 30% Stormwater, 20% WPC, and 10% Traffic Control. These percentages are based on the time spent locating each of the utilities; and

WHEREAS, before the City of Newton took on temporary management of Waterworks, the Water Board of Trustees completed an evaluation of staffing levels, in which they had approved an additional employee in Water Distribution. The hiring of this employee was delayed due to all the uncertainty with the entire Waterworks structure. Having evaluated the staffing levels for the past year, in addition to taking on additional locating duties, Staff recommends adding one (1) Water Distribution Operator to the current authorization; and

WHEREAS, city staff is also proposing an additional Public Works Operator position. This position would be split between the Newton Sanitary Landfill and Street Operations. Staff is currently borrowed from Streets to cover landfill operations during the busier warm weather months. Conversely, during snow removal operations, landfill staff is borrowed to staff two 4-man 12-hour shifts fully. This new position would allow both operations to remain fully staffed all year without the need to trade Staff. A 60/40 split is proposed, with 60% of the new employee's salary and benefits being paid from Sanitary Landfill enterprise funds. These funds will only be used for work performed for landfill operations. The remaining 40% will be paid from snow removal and community beautification accounts; and

WHEREAS, two additional public safety staff members are also proposed; a Fire Prevention Specialist in the Fire Department and an additional Community Services Officer in the Police Department; and

WHEREAS, the Fire Department relied on a Fire Marshal to cover many required duties for the operation of the department. In 2019, the previous Fire Marshal retired, and the position was vacated; and

WHEREAS, the operational duties of the Fire Marshal office have been divided between the remaining two executive Staff. This has led to issues with work completion at all staff levels; and

WHEREAS, staff has evaluated the many aspects of the position and has recommended the position be filled as a Fire Prevention Specialist; and

WHEREAS, a detailed job description and updated organization chart have been prepared; and

WHEREAS, the Police Department took over primary responsibility of code enforcement and animal control duties in 2021; and

WHEREAS, in an effort to streamline code enforcement within the City the Police Department proposes to create a Code Enforcement Division and take on additional code enforcement responsibilities from other City departments; and

WHEREAS, due to the added workload an additional Community Service Officer position is proposed; and

WHEREAS, the additional position aligns with City Council goals of improved curb appeal and quality of life; and

Position	Current Authorization	Proposed Authorization	Reporting to:
Civil Engineering Tech 3	1 FTE	0 FTE	Public Works Director
Civil Engineering Tech 1	0 FTE	1 FTE, promoted from Tech Trainee – up to Range 6 DOQ	Public Works Director
Civil Engineering Tech Trainee	1 FTE	2 FTE, until completes degree – Range 3	Public Works Director
Public Works Equipment Operator	10 FTE	11 FTE	Public Works Operations Superintendent
Water Distribution Operator	4 FTE	5 FTE	Water Distribution Superintendent
Fire Prevention Specialist	0 FTE	1 FTE – Range 9	Fire Chief
Community Service Officer	2 FTE	3 FTE	Police Lieutenant

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 reorganization and additions to City staff as stated.

PASSED this _____ day of February 2023.

APPROVED this _____ day of February 2023.

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk