



Newton City Council Agenda

March 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. Airport Update - Ethan Nasalroad, Johnson Aviation, Executive Director

Citizen Participation

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

Consent Agenda

4. March 06, 2023 Regular City Council Meeting Minutes
5. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-02)
6. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-03)
7. Resolution Approving the Hiring of Randy's Lawn Care and Snow Removal for Watering of Plantings and District-wide Clean-up for the Newton Downtown SSMID
8. Resolution approving a Telecommunications Licensing Agreement with Mahaska Communication Group – Phase 3
9. Resolution to approve an agreement for professional services for the design work on the W 6th St S 800-1000 Block Widening Project
10. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the City Hall Skylight Replacement Project
11. Resolution Setting a Public Hearing Date to Approve the 2023-24 Operating Budget for the City of Newton

Public Hearing

12. Approve Bills
13. Public Hearing on a Resolution Approving Reinstatement and First Amendment to the Amended Purchase and Redevelopment agreement for Property at 1117 North 3rd Avenue East, 211 East 12th Street North, 124 East 4th Street North and 411 North 2nd Avenue East, Newton, Iowa
 - MVAH Holding LLC previously entered into an agreement to purchase the subject properties for a housing development project in 2022, which was subsequently amended that same year. The project did not receive State of Iowa tax credits, and the agreement automatically terminated.
 - MVAH Holding LLC has changed its name to Pivotal GP Holding LLC and wishes to reinstate the previous purchase agreement for the subject property under the new name, with some amendments.
 - Pivotal GP Holding LLC proposes a \$1.00 purchase price for the Hatchery Site properties at East 12th Street North and North 3rd Avenue East with a commitment to build multi-family housing. They are no longer interested in the East 4th Street North and North 2nd Avenue East properties. No other offers for the properties have been received.
14. Resolution Approving Reinstatement and First Amendment to the Amended Purchase and Redevelopment Agreement for Property at 1117 North 3rd Avenue East and 211 East 12th Street North, Newton, Iowa
15. Public Hearing on a Resolution Approving the First Budget Amendment for Fiscal Year 2022-23
 - Council designated March 20, 2023 as the public hearing date to consider the first budget amendment for fiscal year 2023. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to May 31st each year to accommodate this requirement.
 - The budget amendment adjusts the current year 2022-23 budgeted revenues and expenditures to reflect the changes that have occurred and are expected through June 30, 2022. Amended items include the Union Drive Capital Project, Library Roof , Road Use Tax street projects, repairs to City property from the Derecho and March 2022 tornado, and Jordan Well expenses. The amendments do not impact the current property tax levy.
16. Resolution Approving the First Budget Amendment for Fiscal Year 2022-23

Ordinance

17. Third 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.

18. First Consideration of an Ordinance amending The Code Of Ordinances, City Of Newton, Iowa, 2016, Title III, Chapter 30, Section 30.002, "Powers And Duties"

- At the August 29, 2022 City Council Work Session, the Council ranked updating the Council Meeting Rules and Procedures as their top priority for potential policy or procedural changes or other action items.
- The Newton City Council held a Workshop on November 28, 2022 to specifically look at the potential to update the 2018 Procedural Rules of the Newton City Council.
- During the March 06, 2023, meeting, Council adopted a Resolution approving the amended 2023 Procedural Rules of the Newton City Council which requires this change to the City Code in order to align with the rules.

19. First Consideration of An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa

- City Council approved a development agreement on February 20, 2023 between the City, Jasper County and Christensen Development 1, LLC. According to the terms of this agreement, the City of Newton agreed to remove the development property from the North Central Urban Renewal Area in 30 days so that Jasper County could begin the process of creating a new urban renewal area for the project. It is recommended to waive the 2nd and 3rd readings of this ordinance to remain in compliance with the development agreement.

Resolution

20. Resolution Deleting Property from the North Central Urban Renewal Area

- This Resolution is administratively required as part of the above Ordinance.

21. Resolution Approving the Development Agreement between the City of Newton, Iowa and Revenant Capital, LLC and Joshua Gillespe for 901 North 6th Avenue East
- The City has filed a petition for abandonment under 657A.10A of State of Iowa Code for the property at 901 North 6th Avenue East against RC Homes, LLC, ET AL.
 - Revenant Capital, LLC has received a judgment against RC Homes, LLC and has interest in the property at 901 North 6th Avenue East. Revenant Capital has found a buyer for the property.
 - In order to dismiss the case, a development agreement between the City of Newton, Revenant Capital, and the buyer, Joshua Gillespe, is necessary.
22. Resolution Amending the Rental Housing Inspection Program Administrative Policy
- The Newton Building Trades Board met on January 27th and February 10th to review the City's Rental Inspection Program.
 - The Building Trades Board recommended changes to the administrative policy.
23. Resolution approving a Bond Purchase Agreement for the Sale of General Obligation Corporate Purpose Bonds, Series 2023A
- The City Council held a public hearing on March 6, 2023 in regards to the issuance of the 2023A General Obligation Bonds. This action approves the bond purchase agreement, with final action to issue the bonds set for the April 3rd Council meeting.
 - The 2023A Bond issuance includes projects and equipment that are consistent with the proposed CIP and FY24 proposed budget.
24. Resolution moving medical insurance coverage from fully insured to self-insured
- Given the city's favorable claims performance and current demographics, we are exploring self-funding.
 - The benefits and processes for the employees would stay the same.
 - Wellmark BC/BS's self-funded quote matching current benefits has an expected savings of \$441,268 or -20.92% below current. If the city does have a bad year from a claims standpoint, the worst case scenario would be \$1,958,899 or -7.15% below current spend.
25. Resolution approving salary increase for City Administrator

- 26. Mobile Food Vendor - Jarrod Wellik, Fire Chief
- 27. 2023 City Projects - Joe Grife, Public Works Director and Brian Laube, Community Services Director

Mayor/Council Comments

- 28. Mayor and Council Comments

Adjourn

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

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
MARCH 6, 2023, 6:00 PM

Pledge

Pledge of Allegiance

Mayor Hansen invited Cub Scout Troop 354 to lead us in saying the Pledge of Allegiance. They are working on their "Building a Better World" badge.

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.

Presentation

2. Airport Update - Ethan Nasalroad, Johnson Aviation This presentation was postponed to the next meeting.

3. Medical Insurance renewal options - Holmes Murphy, Joe Langel, Client Executive; Jeff Clayton, Attorney-Client Executive

The City of Newton is currently in the process of reviewing its medical plan options for July 1, 2023. The city is currently fully insured with Wellmark BC/BS at an annual cost of \$2,109,798 (which includes both employer and employee dollars). The renewal premium for the upcoming plan year (7/1/23-6/30/2024) is estimated at \$2,051,643, a decrease of about 2.76%. Given the city's favorable claims performance and current demographics, we are exploring self-funding. Employees would see no change in benefits or how their coverage is processed.

Citizen Participation

4. State Representative Jon Dunwell spoke in regards to the session and the current bills that are being reviewed. They are especially focusing on property taxes.

32. Review of the Building Trades Board recommendation on the Rental Housing Program - Erin Chambers, Community Development Director

Mayor Hansen asked to move item 32: Review of the Building Trades Board recommendation of the Rental Housing Program up in the agenda. Community Development Director Erin Chambers recapped the outcomes from the board meetings. They recommended no changes to the adopted codes, appeals can be filed to the board, that nuisance items not be noted for violations that need to be reinspected, enhancements to the check list, that reinspection by electronic means be allowed for certain criteria, etc. The full list of recommendations will come before the council at an upcoming meeting.

Consent Agenda

Moved by Hallam, seconded by Trotter to approve consent agenda items 5-20. AYES: Six. NAYS: None. Consent Agenda was adopted.

5. February 20, 2023 Regular City Council Meeting Minutes

6. Approve Liquor License for the following: MURPH AND MARYS, 403 W 4th St N, Building 17 Suite 104, Class C Retail Alcohol License, Outdoor Service pending staff approval; NEWTON 66 #963, 1806 S 12th Ave W, Class B Retail Alcohol License

7. Designate March 20, 2023 as a public hearing for the 1st Budget Amendment for Fiscal year 2022-23

8. Certify Police Officer Candidate List

9. Certify Fire Captain Promotional List

10. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-02)
Resolution 2023-041 adopted.

11. Resolution awarding contract for the 2023 City of Newton Mowing Contract No. 1
Resolution 2023-042 adopted.

12. Resolution awarding contract for the 2023 City of Newton Mowing Contract No. 2
Resolution 2023-043 adopted.

13. Resolution awarding contract for the 2023 City of Newton Mowing Contract No. 3
Resolution 2023-044 adopted.

14. Resolution awarding contract for the 2023 City of Newton Mowing Contract No. 4
Resolution 2023-045 adopted.

15. Resolution approving an agreement with Eric Michaels Magic and Illusion to perform a magic show at Newton Fest 2023
Resolution 2023-046 adopted.

16. Resolution of Support For Peck Child Development Center Facility Expansion Project
Resolution 2023-047 adopted.
17. Resolution approving an agreement with Axon Enterprises, Inc. for the purchase of fleet and body cameras for the Police Department
Resolution 2023-048 adopted.
18. Resolution awarding contract for the 2023 Sidewalk Improvement Project
Resolution 2023-049 adopted.
19. Resolution repealing the 2022 City of Newton Supplemental Specifications to the 2023 editions of SUDAS Standard Specifications and the SUDAS Design Manual and adopting the 2023 editions of both the SUDAS Standard Specifications and SUDAS Design Manual along with the 2023 City of Newton Supplemental Specifications to said 2023 editions of the SUDAS Standard Specifications and SUDAS Design Manual Resolution 2023-050 adopted.
20. Approve Bills

Public Hearing

21. Public hearing on proposal to enter into an Essential Purpose Loan Agreement
Mayor Hansen stated that this is the time and place for a Public Hearing on a proposal to enter into an Essential Purpose Loan Agreement. There were no written comments. City Administrator Muckler reviewed and clarified the information. Moved by Wade, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
22. Public hearing on proposal to enter into a General Purpose Loan Agreement #1
Mayor Hansen stated that this is the time and place for a Public Hearing on a proposal to enter into a General Purpose Loan Agreement #1. There were no written comments. Moved by Hallam, seconded by George to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
23. Public hearing on proposal to enter into a General Purpose Loan Agreement #2
Mayor Hansen stated that this is the time and place for a Public Hearing on a proposal to enter into a General Purpose Loan Agreement #2. There were no written comments. Moved by Trotter, seconded by Ervin to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
24. Resolution taking additional action on proposal to enter into General Obligation Loan Agreements, combining Loan Agreements and authorizing the use of a Preliminary Official Statement in connection therewith
Moved by Dalton, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-051 adopted.
25. Public Hearing on a resolution adopting the FY24-FY28 Capital Improvement Plan (CIP) Due to legislation changes, this public hearing has been postponed until April 3, 2023 and will be republished.

Ordinance

26. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking on various streets in northeast Newton Moved by Hallam, seconded by Trotter to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Trotter, seconded by Hallam, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2425 was adopted.
27. Second Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90, "Animals"
Moved by Hallam, seconded by Dalton to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

28. Resolution adopting the 2023 Newton City Council Rules of Procedure
Moved by Dalton, seconded by George to adopt the Resolution. Council discussion ensued. Moved by Hallam, seconded by Ervin to amend the Resolution regarding Rule 16 on Mayor Veto and leave "The Council may override the Mayor's veto by a three-fourths majority or at least 5 of the Council members." AYES: Five. NAYS: Dalton. The amendment passed. Moved by Hallam, seconded by Trotter to amend the Resolution by removing Rule 22: "Withdrawal of Items. If the Mayor believes an agenda item submitted to the City Clerk per Rule 19 is unreasonable or detrimental, the Mayor will inform the requesting Council Member that the support of two additional Council members is required. The request for the second and third Council Members' support must be communicated no later than noon on Wednesday before the scheduled meeting; otherwise, the item will not be added to the agenda. Once a requested item is added to the agenda, only the requesting Council Member(s) or a majority of the City Council may remove it." AYES: Three. NAYS: Dalton, George, Wade. The amendment failed.

Moved by Ervin, seconded by Wade to amend the Resolution regarding a section of Rule 33: "Citizen comments will be allowed during the Citizen Participation portion of the meeting and during public hearings. Citizens comments are not allowed during any other portion of the City Council meeting." by adding the ability to speak during ordinances, resolutions, and motions. AYES: Six. NAYS: None. The amendment passed.

Moved by Hallam, seconded by George to amend the Resolution by amending a section of Rule 34: "Elected officials will take comments into consideration; however, this time is not intended for a discussion or entering into a dialogue. Elected officials and City staff will not answer questions, debate a citizen, or speak during the Citizen Participation portion of the meeting." to remove the wording or speak. AYES: Six. NAYS: None. The amendment passed.

AYES: Six. NAYS: None. Resolution 2023-052 adopted.

29. Resolution approving the purchase of a landfill trash compactor for the Newton Sanitary Landfill

Moved by George, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-053 adopted.

Staff Report

30. Update on Downtown Park - Brian Laube, Community Services Director and Committee Member

Laube updated council regarding the proposed Downtown Park at 224 W 3rd St N. The concept has been submitted and the city will begin a competitive process resulting in a recommendation of a design contract. The City will move forward with construction after the committee's fundraising is completed.

31. 2022 Parks Update - Brian Laube, Community Services Director
Laube presented the 2022 Park Update.

Mayor/Council Comments

33. Mayor and Council Comments

Wade asked about the local buying policy which states that if a bid is within 5%, the local bidder will get the bid. Ervin commented about the unsightliness of telephone peds throughout town. Staff will reach out to utilities and get information. The Mayor appreciates everyone's concern about his health, but he has made a goal to become more healthy, which has resulted in weight coming off. There should be no worries about his health.

Closed Session

34. To Evaluate The Professional Competency Of Individuals Whose Appointment, Hiring, Performance Or Discharge Is Being Considered When Necessary To Prevent Needless And Irreparable Injury To That Individual's Reputation And That Individual Request A Closed Session. Pursuant To The Provisions Of Section 21.5(1)(i), Code of Iowa 2023 Moved by Trotter, seconded by Hallem at 8:26 p.m. to go into closed session with permission granted by the city attorney. AYES: Six. NAYS: None. The council will take a brief recess to clear the chambers.

Return to Open Session

35. Return to Open Session

Council returned to open session at 9:24 P.M. with all members present.

Adjourn

Moved by Trotter, seconded by Wade to adjourn the meeting at 9:26 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Michael L. Hansen, Mayor

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-02)

Report Number: 2023-294**Date:**

March 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: \$1,439.38

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$1,439.38. 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 23-02).

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 23-02)**

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. 23-02 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 23-02, 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 April 19, 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 March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-02: 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
James Matherly	827105002	1506 1/2 W 4th St N	Newton	\$168,210	\$447.72	\$75.00	\$522.72	LOT 3 EX TR 43'X 135' NE COR & LOT 5 EX TR 70' X 135' NW NW & TR 20' X 120' ADJ ON S	1/10/2023
Leland Quarve	827476020	717 E 10 St N	Newton	\$91,710	\$205.00	\$75.00	\$280.00	NORTH EAST ADD N 108' OF E 132' LOT 2	1/10/2023
Shielow Tucker	827407010	919 E 7th ST N	Newton	\$134,870	\$120.00	\$75.00	\$195.00	EDMUNDSON'S ADD LOTS 2-3 BLK 9 & E 1/2 VAC ALLEY ADJ ON W	1/10/2023
Revenant Capital LLC	827477009	901 N 6th Ave E	Newton	\$56,980	\$366.66	\$75.00	\$441.66	LONG'S SD LOT 21	1/13/2023
Total							\$1,439.38		

City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-03)

Summary:

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

Financial Impact:

Cost Recovery: \$2,755.00

Report Number: 2023-295

Date:

March 20, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

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

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 23-03)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 23-03: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 23-03: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 23-03: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 23-03: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-03: 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
Kyle & Ashlynn Kramer	833277007	517 1st Ave W	Newton	\$208,280	\$70.00	\$75.00	\$145.00	WEST NEWTON LOT 2 SD LOT 70 & W 5' OF N 107' LOT 3	1/26/2023
Kimberly Avila	833277005	527 1st Ave W	Newton	\$163,580	\$70.00	\$75.00	\$145.00	WOODROW'S SD LOT 1 BLK 1	1/26/2023
CAP Investments Inc	833484009	421 S 11th Ave W	Newton	\$69,330	\$70.00	\$75.00	\$145.00	CARRIER'S MEADOWS LOT 7 & E 48' OF W 96' LOT 9 BLK A	1/26/2023
Paul & Kelley Mattingly	834188005	320 E 4th St S	Newton	\$77,520	\$60.00	\$75.00	\$135.00	DAVIS SD OF OUTLOT 21 LOT 6	1/26/2023
Donald Darrah	834277010	925 1st Ave E	Newton	\$68,260	\$110.00	\$75.00	\$185.00	ENGLE'S SD LOT 19	1/26/2023
115 N 2nd Avenue E LLC	834138004	115 N 2nd Ave E	Newton	\$0	\$390.00	\$75.00	\$465.00	ORIGINAL PLAT LOTS 1 & 2 BLK 15	1/27/2023
Gena Franklin	835134004	1500 1st Ave E	Newton	\$724,540	\$70.00	\$75.00	\$145.00	NELSON MANOR ADD LOT 1 EX PARCEL C	2/3/2023
Kishan Hospitality LLC	834108012	208 W 4th St N	Newton	\$1,525,750	\$60.00	\$75.00	\$135.00	ORIGINAL PLAT BLOCK 7 & ALL VACATED ALLEYS & VACATED N 3 AVE W	2/3/2023
Kimberly Avila	833277005	527 1st Ave W	Newton	\$163,580	\$60.00	\$75.00	\$135.00	WOODROW'S SD LOT 1 BLK 1	2/3/2023
Brian Hearl	833438003	509 S 8th Ave W	Newton	\$89,250	\$60.00	\$75.00	\$135.00	COLLEGE ADD W 1/2 LOTS 5-6 BLK 11	2/3/2023
Sane LLC	834203018	518 1st Ave E	Newton	\$168,130	\$70.00	\$75.00	\$145.00	S HARTZEL'S ADD OUTLOT E & W 3' OF OUTLOT F & LOT 1 & W 3' LOT 2 BLK 2	2/3/2023
Tameca Miller	834205002	711 N 3rd Ave E	Newton	\$134,980	\$60.00	\$75.00	\$135.00	EAST ADD LOT F SD LOT 14	2/3/2023
Robert Brown	827410002	507 N 9th Ave E	Newton	\$100,200	\$60.00	\$75.00	\$135.00	EDMUNDSON'S ADD LOT 5 BLK 21	2/3/2023
Matthew Rogahn	827477018	826 N 4th Ave E	Newton	\$146,930	\$60.00	\$75.00	\$135.00	LONG'S SD W 104.5' LOT D	2/3/2023
Stuart Cook	834204009	741 N 4th Ave E	Newton	\$106,600	\$80.00	\$75.00	\$155.00	EAST ADD LOT 9 BLK D EX SOUTH 56.61 1/3	2/3/2023
Kurt Hoch	827455007	610 N 4th Ave E	Newton	\$67,690	\$70.00	\$75.00	\$145.00	COWLE'S ADD LOT 11 BLK 4	2/3/2023
Jacklyn Koons	834137001	222 E 4th St N	Newton	\$100,460	\$60.00	\$75.00	\$135.00	ORIGINAL PLAT LOT 5 OUTLOT 25	2/3/2023
Total							\$2,755.00		

City of Newton Council Report

**Item:**

Resolution Approving the Hiring of Randy's Lawn Care and Snow Removal for Watering of Plantings and District-wide Clean-up for the Newton Downtown SSMID

Summary:

At their regular meeting on February 14th, the SSMID Board voted to accept a bid from Randy's Lawn Care & Snow Removal to water Downtown flowers and to perform clean up in the district from May 1 through November 15, 2023.

Financial Impact:

\$125 per occasion watering, \$500 per month clean-up from Downtown SSMID Funds

Report Number: 2023-292**Date:**

March 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

For the past nine years, the Downtown SSMID Board has hired contractors to water the floral plantings within the district and to perform general SSMID district clean up twice a week. A number of contractors have been utilized over the past nine years, with Randy's Lawn Care & Snow Removal providing the district clean-up and plant watering services during the 2022 season.

For 2023, the SSMID Board authorized a solicitation of bids for the Newton Downtown SSMID District Basic Cleaning and Plant Maintenance contract. The contract bid solicitation package was sent directly to five potential contractors and was listed on the City's website. The sole bid received was from Randy's Lawn Care & Snow Removal of Newton to provide watering service for \$125.00 per occasion, with the contractor supplying the water, and to provide cleaning services for \$500.00 per month, which is the same price as in 2022.

At their regular quarterly meeting on February 14, 2023, the Newton Downtown SSMID Board unanimously accepted the bid from Randy's Lawn Care and Snow Removal for a service Agreement lasting from May 1, 2023 to November 15, 2023.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION APPROVING THE HIRING OF RANDY’S LAWN CARE AND SNOW REMOVAL FOR WATERING OF PLANTINGS AND DISTRICT WIDE CLEAN-UP FOR THE NEWTON DOWNTOWN SSMID

WHEREAS, the City of Newton has established the Newton Downtown SSMID and appointed a five member board that represents the district, and

WHEREAS, the Downtown SSMID Board solicited bids for the 2023 Newton Downtown SSMID District Basic Cleaning and Plant Maintenance contract, and

WHEREAS, the sole bid received was from Randy’s Lawn Care and Snow Removal of Newton for \$125.00 per occasion for watering of Downtown Plantings and \$500.00 per month to provide clean-up services within the Downtown District, and

WHEREAS, the Newton Downtown SSMID Board unanimously approved acceptance of the bid from Randy’s Lawn Care and Snow Removal as the contractor for plant watering and district wide clean-up services at their regular quarterly meeting on February 14, 2023;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Randy’s Lawn Care and Snow Removal is hired as the planting care and district cleaning contractor for the Newton Downtown SSMID, and

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa: That the attached Agreement between Randy’s Lawn Care and Snow Removal and the City of Newton be executed.

PASSED this 6th day of March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Newton

Downtown Clean-Up and Plant Care Agreement Between City of Newton and Randy's Lawn Care and Snow Removal

This Agreement made and entered into this ____ day of _____ 2023 by and between the City of Newton, Iowa, hereinafter called "City", AND Randy's Lawn Care and Snow Removal hereinafter called "Vendor."

WHEREAS, the City wishes to obtain the services of the Vendor to provide Newton Downtown Self-Supporting Municipal Improvement District (SSMID) Clean-up Services and Planting Care; and

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Vendor will **two times per week** conduct district cleaning:
 - a. Removal of litter within the district (see map Attachment A).
 - b. Sweeping and removal of grit, cigarette butts, leaves, and other debris from the sidewalks, walkways, alleys, and parking areas within the district, as necessary.
 - c. Removal of gum from City sidewalks and walkways, as necessary. (The SSMID will provide a gum removal product as needed by contractor.)
 - d. Cleaning of fixtures, such as benches and trashcans, as necessary.
- 2.) The Vendor will provide the following planting care as necessary:
 - a. Watering, Weeding & Fertilizing (as needed) Entire Downtown Area Plantings: Concrete Bunkers around Courthouse Square, Flower Pots, and plantings in Sersland Park, Northside Pocket Park, and Southside Pocket Park (located in the 200 block 1st Ave W, southward to S 2nd AVE W).

Labor & fertilizer provided by contractor. Water is not available in the downtown and is to be provided by tank/truck by the contractor. **Watering shall not be done within 24 hours of significant rainfall.**

- 3.) The Vendor shall defend and hold harmless the City, City's employees, agents, and subcontractors from liability arising from Vendor's performance of this contract.
- 4.) The Vendor will maintain liability insurance for injuries including accidental death and maintain property damage liability coverage. **Vendor shall provide certificate of insurance indicating coverage.**

- 5.) It is the Vendor's responsibility to maintain in force worker's compensation insurance in accordance with Iowa statutory requirements. *The parties further agree that the Vendor is not an employee of the City of Newton and serves as an independent contractor.*
- 6.) Term: This agreement shall be in effect from May 1, 2022 to November 15, 2023. This agreement may be cancelled by any party at any time with thirty (30) days written notice to the other party or parties.
- 7.) Conditions of Payment:
- a. The City will pay Vendor contract payments of \$500.00 per month for district cleaning.
 - b. The City will pay Vendor \$125.00 per occasion (**Maximum of 4 times per week due to budget**) for plant watering, weeding & fertilizing.
- 8.) The Vendor will provide invoices to the City of Newton for services performed on a monthly basis. Invoices shall be sent to the City at:
- Craig Armstrong, Development Specialist
City of Newton
403 W 4th Street N, Suite 501
Newton, Iowa 50208
- 9.) The City will make timely payments to all invoices received.

For Randy's Lawn Care and Snow Removal:

Randy Ray

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Mahaska Communication Group – Phase 3

Summary:

An agreement with Mahaska Communications Group to utilize public right-of-way for installing a fiber optic communications network.

Financial Impact:

\$7,366.02 agreement fee to be paid to the City by MCG.

Report Number: 2023-300

Date:

March 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Mahaska Communication Group (MCG) of Oskaloosa, Iowa, is proposing the third phase of their planned fiber optic system in Newton, shown on the attached route exhibit.

The proposed underground portion of the route includes 122,767 lineal feet of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$7,366.02.

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

Recommendation:

Approval of the telecommunications licensing agreement with Mahaska Communication Group (MCG) of Oskaloosa, Iowa.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH MAHASKA COMMUNICATION GROUP – PHASE 3**

WHEREAS, Mahaska Communication Group (MCG) of Oskaloosa, Iowa is proposing the third phase of their planned fiber optic system in Newton; and

WHEREAS, the proposed underground portion of the route includes 122,767 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022; the licensing fee for the portion of this line in City of Newton right-of-way is \$7,366.02.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Mahaska Communication Group (MCG) of Oskaloosa, Iowa.

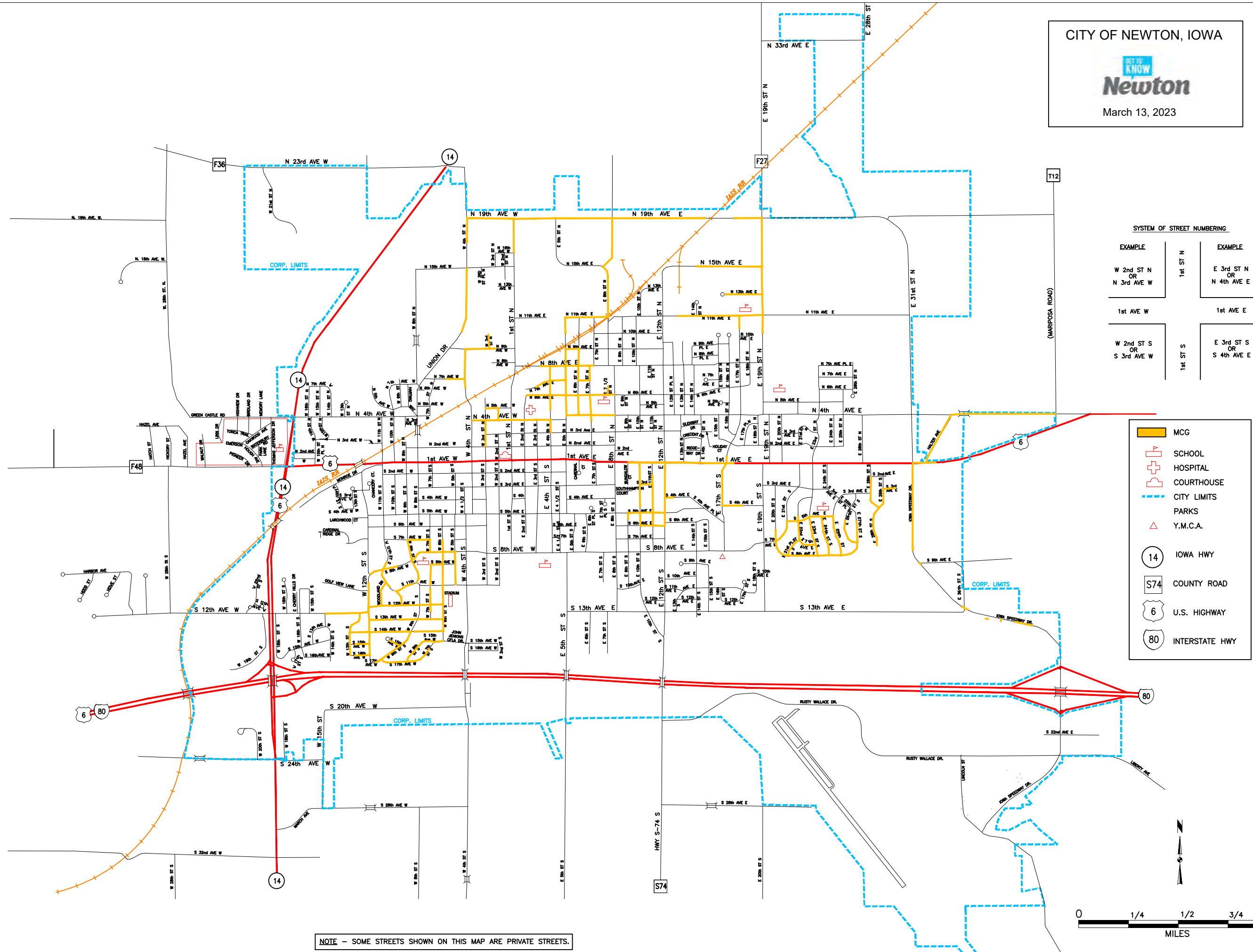
PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$7,366.02 (Seven Thousand Three Hundred and Sixty-Six dollars and Two cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

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

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$7,366.02, the City shall refund the excess of \$7,366.02 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public property for purposes of routine repair, replacement, and maintenance of poles, wires,

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by

the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

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

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

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation.

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty days after receipt of such notice; provided, however, where any such default cannot reasonably be cured within such thirty (30) day period, if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

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

to:

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

So long as the Licensee exercises the rights granted to it hereunder the City will not, by ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this License, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

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

If to City:

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

If to Licensee:

Mahaska Communication Group
210 South D Street
Oskaloosa, IA 52577

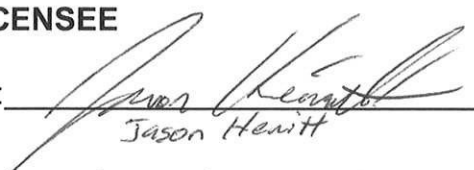
Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on the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

SECTION 19. TELECOMMUNICATIONS ACT

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

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

LICENSEE

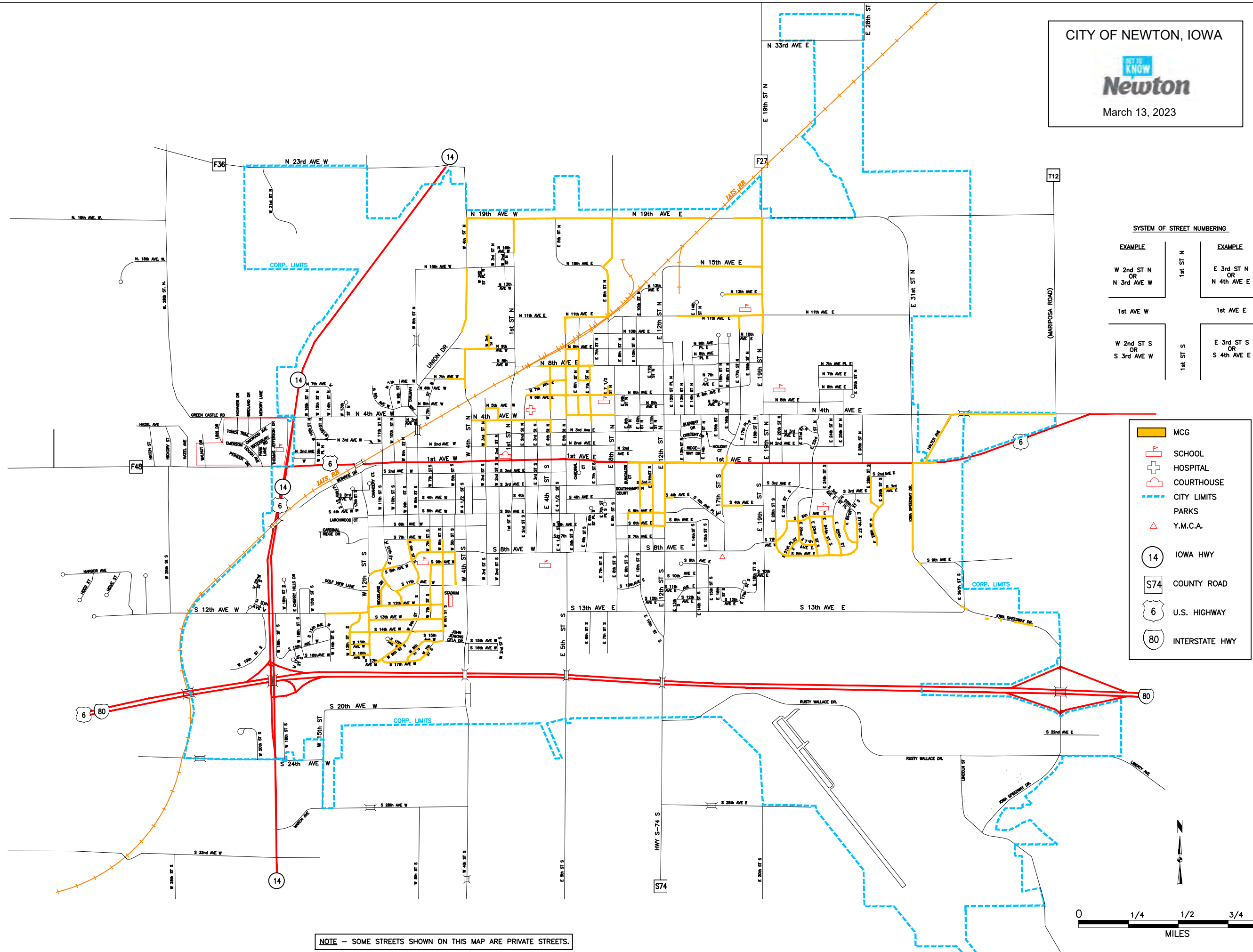
By: 
Jason Hewitt

Title: Eng & Const Manager

CITY OF NEWTON

By: _____
Michael L. Hansen, Mayor

Attest: _____
City Clerk



City of Newton Council Report

**Item:**

Resolution to approve an agreement for professional services for the design work on the W 6th St S 800-1000 Block Widening Project

Summary:

This resolution approves an agreement with Bolton & Menk for all project tasks up through the bidding phase on the W 6th St S 800-1000 Block Widening Project.

Financial Impact:

\$55,284.00 paid from FY 24 general bond funds.

Report Number: 2023-308**Date:**

March 20, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

The widening of W 6th St S between S 8th Ave W and S 11th Ave W was included in the 2024 Capital Improvement Plan after being chosen as a goal by City Council at the most recent goal-setting session. The original pavement was constructed approximately 70 years ago. The 800 block had a curb and gutter added and an asphalt overlay afterward. The 900 to 1000 block is 20 feet wide and lacks curb and gutter. This results in the roadway being too narrow to accommodate traffic during peak intervals and poor drainage. City staff has proposed that the road be widened to 31 feet back-to-back with a new curb and gutter and receive a new asphalt overlay on all three blocks.

This resolution seeks approval for a professional services agreement with Bolton & Menk to complete numerous tasks such as topo survey work, right-of-way surveys, preliminary and final plan preparations, cost estimates, and project administration through the bidding phase. Due to current staffing levels and abilities, staff cannot complete all the required work promptly and effectively. Bolton & Menk, who also provides City Engineering services to Newton, will afford staff efficiencies in moving the project forward. Staff has reviewed the agreement's cost and finds it to be within industry standards for projects of this size and scope. The total cost for this agreement is \$55,284.00 to be paid from general bond funds.

Recommendation:

City Staff recommends approval of the resolution approving an agreement for professional services with Bolton & Menk of Des Moines, Iowa for the design work on the W 6th St S 800-1000 Block Widening Project.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

RESOLUTION TO APPROVE AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DESIGN WORK ON W 6TH ST S 800-1000 BLOCK WIDENING PROJECT.

WHEREAS, the widening of W 6th St S between S 8th Ave W and S 11th Ave W was included in the 2024 Capital Improvement Plan after being chosen as a goal by City Council at the most recent goal-setting session. The original pavement was constructed approximately 70 years ago. The 800 block had a curb and gutter added and an asphalt overlay afterward. The 900 to 1000 block is 20 feet wide and lacks curb and gutter; and

WHEREAS, this resolution seeks approval for a professional services agreement with Bolton & Menk.to complete numerous tasks such as topo survey work, right-of-way surveys, preliminary and final plan preparations, cost estimates, and project administration through the bidding phase; and

WHEREAS, due to current staffing levels and abilities, staff cannot complete all the required work promptly and effectively. Bolton & Menk, who also provides City Engineering services to Newton, will afford staff efficiencies in moving the project forward; and

WHEREAS, staff has reviewed the agreement's cost and finds it to be within industry standards for projects of this size and scope. The total cost for this agreement is \$55,284.00 to be paid from general bond funds; and

WHEREAS, City Staff recommends approval of the resolution approving an agreement for professional services with Bolton & Menk of Des Moines, Iowa for the design work on the W 6th St S 800-1000 Block Widening Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts this resolution authorizing the City to enter into an agreement for professional services with Bolton & Menk of Des Moines, Iowa for the design work on the W 6th St S 800-1000 Block Widening Project at the cost of \$55,284.00; and authorizes the Mayor to sign said agreement.

PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PROFESSIONAL SERVICES AGREEMENT

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

Date of Agreement: 3/20/2023

Agreement Number:

(BMI Project Number)

Project Location: Newton, IA

Client

Name: City of Newton

Address: 101 West 4th Street S

Address: _____

City: Newton State Iowa Zip 50208

(hereinafter referred to as Client)

Phone No.:

641-792-2787

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

Agent or Person Ordering Services: Joe Grife, Public Works Director

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

Hourly, Not-to-Exceed

Design: \$55,284

as per the 2023 Bolton & Menk rate schedule

Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the W 6th Street S design and bidding phase services.

Special Conditions

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

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

Offered by: Bolton & Menk, Inc.

Accepted by: City of Newton, Iowa

Matthew Ferrier, PE, Principal Engineer

Michael Hansen, Mayor

Date

Da

Detailed Fee Estimate

Client: City of Newton Project: W 6th Street S Reconstruction 2023		Bolton & Menk, Inc.							Labor	Task
		Project Manager	Project Designer	Land Surveyor	Survey Crew	Technician	Clerical	Totals	Costs	Subtotal
Task No.	Work Task Description									
1.0 Public Outreach										
1.1	Project Kick-off Meeting	4	4				2	10	\$1,374.00	
Subtotal Hours - Task 1		4	4	0	0	0	2	10	10	\$1,374
2.0 Field Data Collection										
2.1	Topographic Survey	2	2	2	50	4	6	66	\$9,576.00	
2.2	Establish ROW/Property Information	2	1	2	16	2	3	26	\$3,755.00	
2.3	Basemap Preparation	2	1	2		3	3	11	\$1,425.00	
Subtotal Hours - Task 2		6	4	6	66	9	12	103	103	\$14,756
3.0 Preliminary Design										
3.1	Perform Preliminary ADA Route Design	8	18					26	\$3,688.00	
3.2	Pavement Evaluation and Design	8	18					26	\$3,688.00	
3.3	Preparation of Preliminary Plans	12	36				8	56	\$7,364.00	
3.4	Preliminary Plan Review Meeting	2	6				4	12	\$1,454.00	
Subtotal Hours - Task 3		30	78	0	0	0	12	120	120	\$16,194
4.0 Final Design and Bidding Phase										
4.1	Final Design and Contract Documents	30	84				8	122	\$16,622.00	
4.2	Final Plan Review Meeting	2	4				4	10	\$1,198.00	
4.3	Bidding Phase Services	12	8				24	44	\$5,140.00	
Subtotal Hours - Task 4		44	96	0	0	0	36	176	176	\$22,960
TOTAL FEE ESTIMATE										\$55,284

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the City Hall Skylight Replacement Project

Summary:

Notice to Bidders and setting the Public Hearing to replace City Hall Skylights

Financial Impact:

This action has no financial impact

Report Number: 2023-298**Date:**

March 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 the re-application of a clear coat, and total replacement of the curved panels is the only option.

Plans and specifications for the City Hall Skylight Replacement Project have been prepared by TSP Architecture and are ready to be placed out for bid. The total cost estimate for this project is \$200,000. Bids will be received and opened at the office of the Public Works Director at 3:00 PM on the 20th day of April, 2023. Thereupon the bids will be referred to the City Council for action during a public hearing that is set for May 1, 2023 at 6:00 p.m.

Recommendation:

Approval is recommended.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE 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, plans and specifications for the City Hall Skylight Replacement Project have been prepared by TSP Architecture and are ready to be placed out for bid; and

WHEREAS, the total cost estimate for this project is \$200,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City Hall Skylight Replacement Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction; and the project will be paid for with general fund bonds.

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by TSP Architecture for the construction of the City Hall Skylight Replacement Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection; and

That the Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Public Works Director at 3:00 PM on the 20th day of April, 2023. Thereupon the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 1st day of May, 2023, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON CITY HALL SKYLIGHT REPLACEMENT

NEWTON, IOWA

CONSTRUCTION DOCUMENTS

03/14/2023



INDEX TO DRAWINGS

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G-001 COVER SHEET

SHEET INDEX - ARCHITECTURAL

AR101 ROOF PLAN
A-501 EXTERIOR DETAILS MAIN ENTRANCE
A-502 EXTERIOR DETAILS CLOCK TOWER -ALTERNATE #1

TSP, Inc.
1500 Highway 52 North
Rochester, MN 55901

(507) 288-8155
www.teamtsp.com



Architecture Engineering Planning

PROJECT TITLE

CITY OF NEWTON
CITY HALL SKYLIGHT
REPLACEMENT

NEWTON, IOWA

ISSUES

ISSUE	DATE	DESCRIPTION
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ISSUE DATE	DRAWN BY
03/14/2023	CMS
PROJECT #	CHECKED BY
01231044	JWS

SHEET NAME
COVER SHEET

SHEET NUMBER
G-001

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CONSTRUCTION DOCUMENTS

L:\TSP Revit Local\01231044 Newton City Hall Skylight_A23_sorensenjr@teamtsp.com.rvt
3/14/2023 9:47:07 AM



A1 **ROOF PLAN**
SCALE: 1" = 30'-0"

ROOF PLAN GENERAL NOTES

- A. ALL SURFACES DAMAGED DURING DEMOLITION SHALL BE REPAIRED FOR APPLICATION OF NEW FINISHES OR PATCHED TO MATCH EXISTING.
- B. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS WHICH ARE TO MATCH EXISTING CONSTRUCTION. CONTACT A/E WITH DISCREPANCIES.
- C. MODIFICATIONS TO EXISTING ROOF TO BE DONE BY CERTIFIED INSTALLED TO AVOID WARRANTY ISSUES.

ROOF PLAN KEY NOTES

1. UNDER BASE BID DEMO EXISTING TRANSLUCENT SANDWICH PANEL BARREL VAULT SKYLIGHT AND PROVIDE NEW. PATCH ALL ADJACENT SURFACES.
2. UNDER ALTERNATE #1 DEMO EXISTING TRANSLUCENT SANDWICH PANEL BARREL VAULT SKYLIGHT AT CLOCK TOWER AND PROVIDE NEW. PATCH ALL ADJACENT SURFACES.

TSP, Inc.
1500 Highway 52 North
Rochester, MN 55901

(507) 288-8155
www.teamtsp.com



Architecture Engineering Planning

PROJECT TITLE

**CITY OF NEWTON
CITY HALL SKYLIGHT
REPLACEMENT**

NEWTON, IOWA

ISSUES

ISSUE	DATE	DESCRIPTION
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ISSUE DATE	DRAWN BY
03/14/2023	CMS

PROJECT #	CHECKED BY
01231044	JWS

SHEET NAME

ROOF PLAN

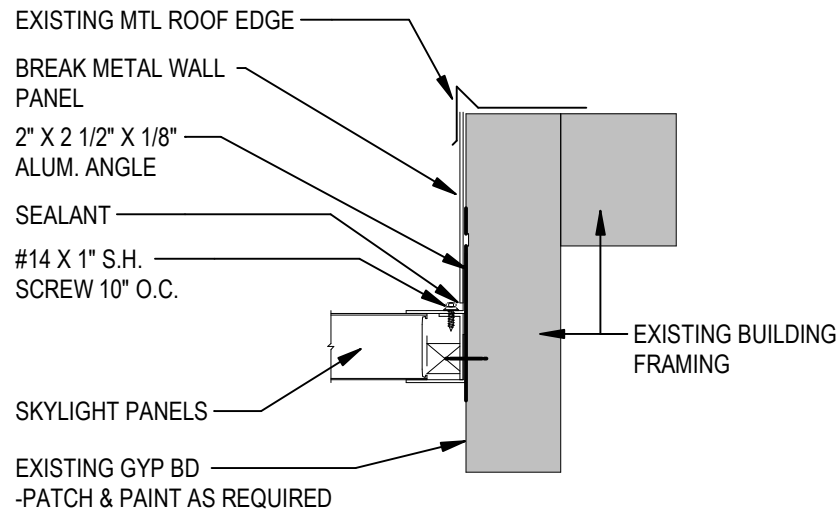
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AR101

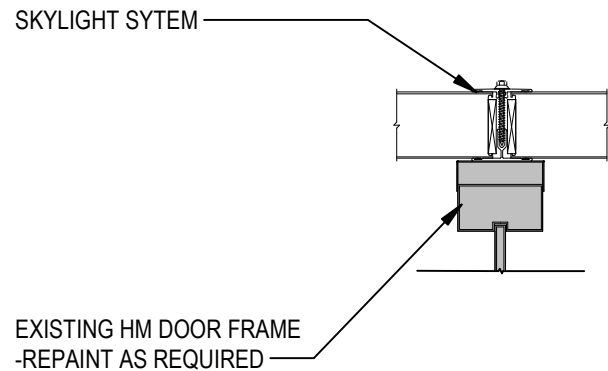
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CONSTRUCTION DOCUMENTS

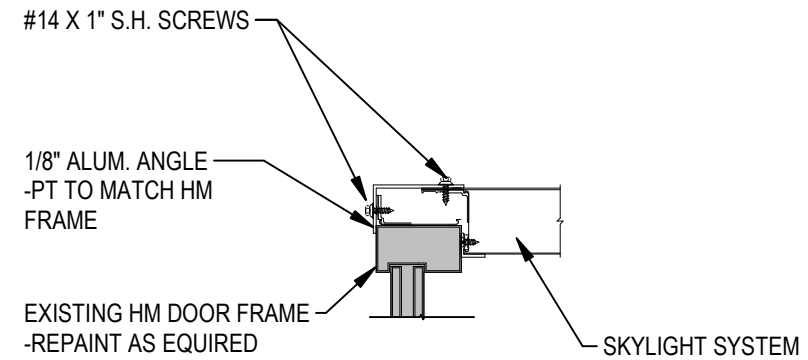
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3/14/2023 9:47:07 AM



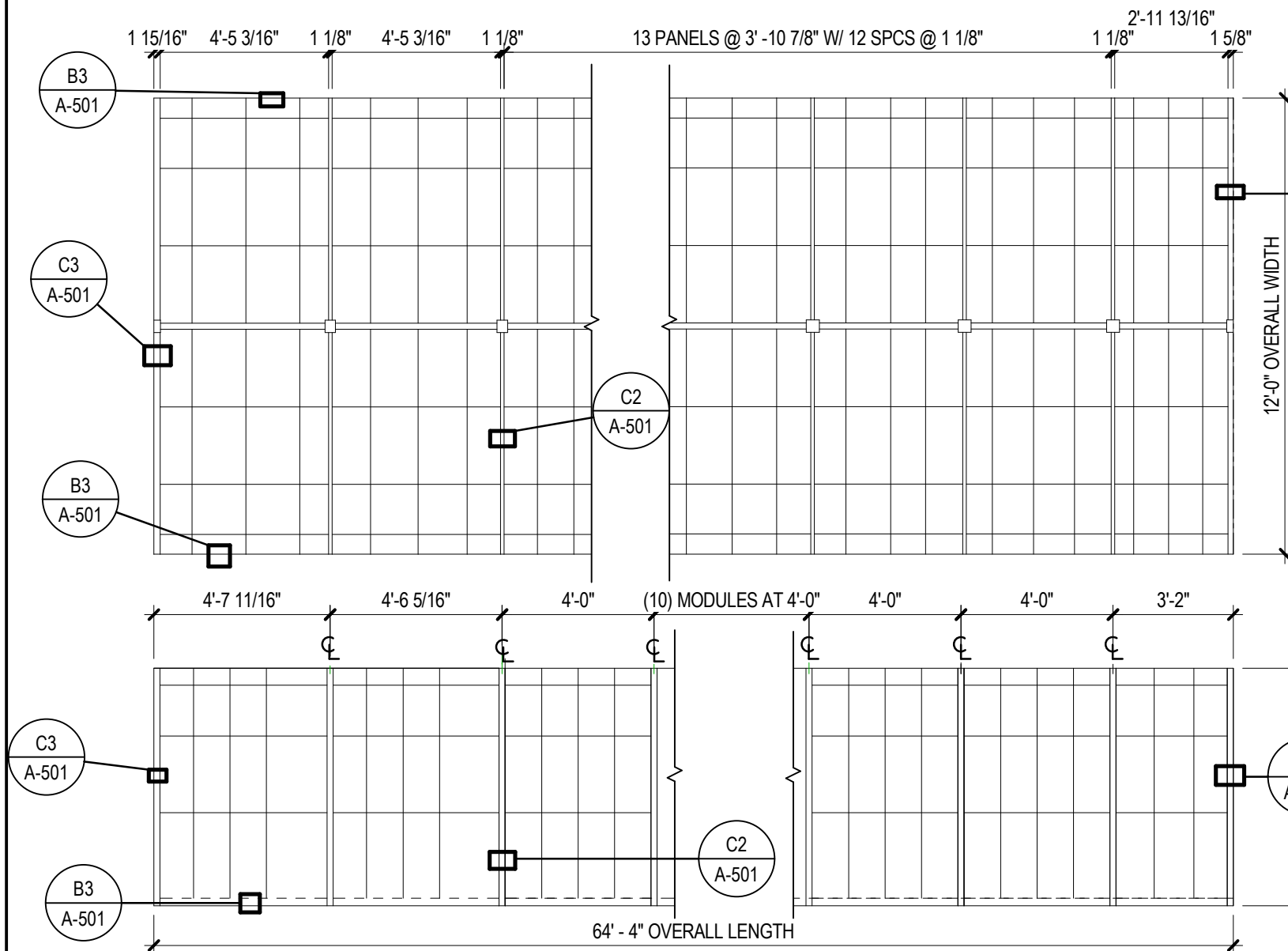
C1 WALL CONNECTION
SCALE: 1 1/2" = 1'-0"



C2 PANEL JOINT @ INTERIOR DOOR FRAME
SCALE: 1 1/2" = 1'-0"

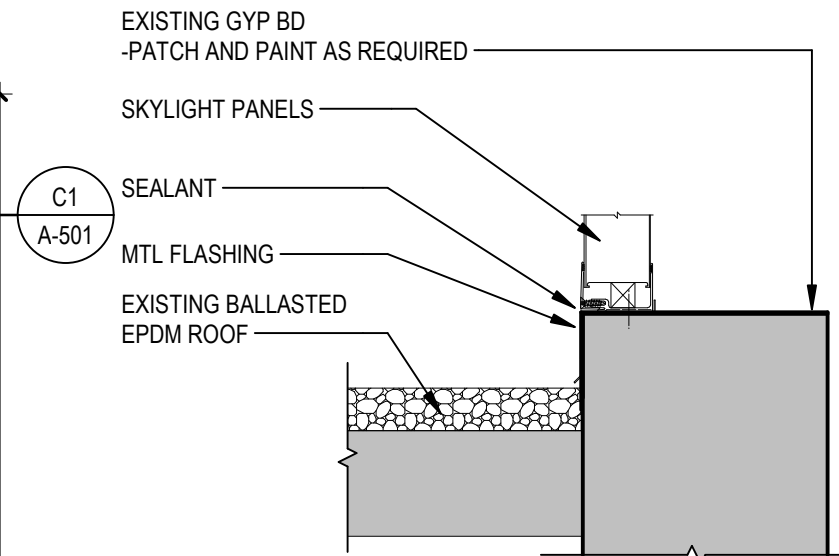


C3 CORNER JOINT @ EXTERIOR DOOR FRAME
SCALE: 1 1/2" = 1'-0"

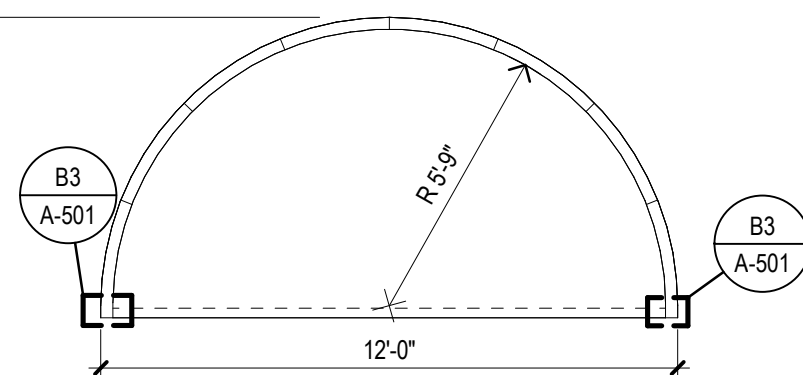


A1 MAIN ENTRANCE ELEVATION
SCALE: 1/4" = 1'-0"

FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS



B3 ROOF/CURB CONNECTION
SCALE: 1 1/2" = 1'-0"



PROJECT TITLE

**CITY OF NEWTON
CITY HALL SKYLIGHT
REPLACEMENT**

NEWTON, IOWA

ISSUES

ISSUE	DATE	DESCRIPTION
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ISSUE DATE	DRAWN BY
03/14/2023	CMS

PROJECT #	CHECKED BY
01231044	JWS

SHEET NAME

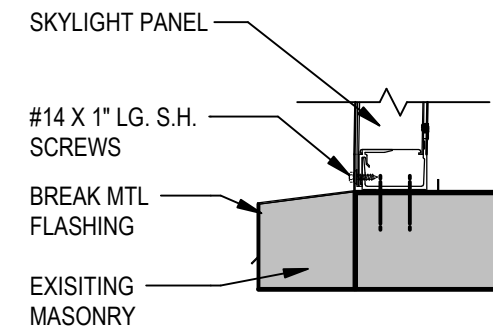
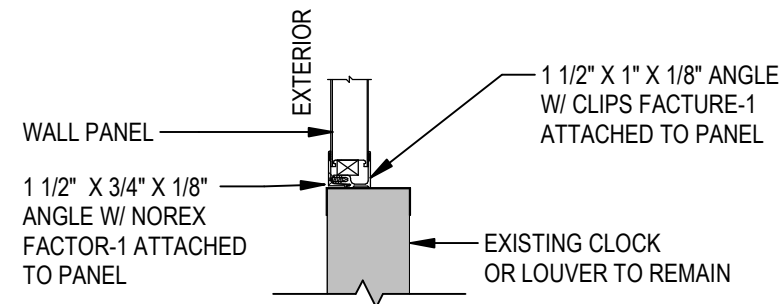
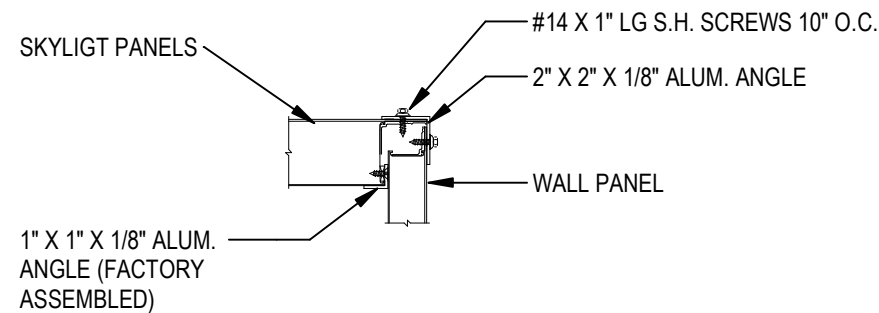
**EXTERIOR DETAILS MAIN
ENTRANCE**

SHEET NUMBER

A-501

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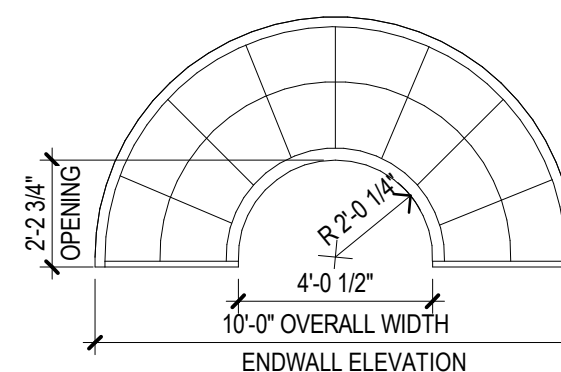
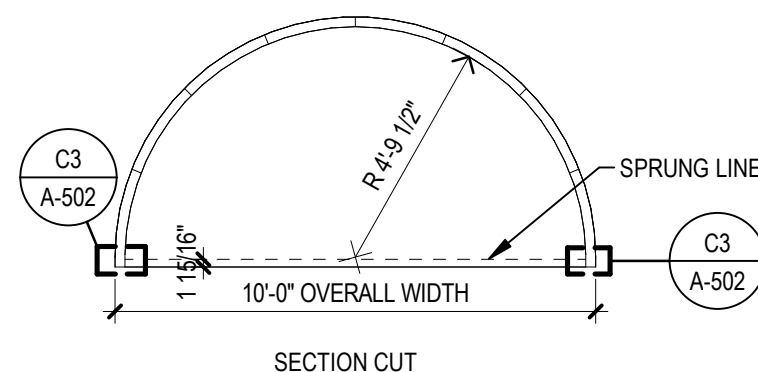
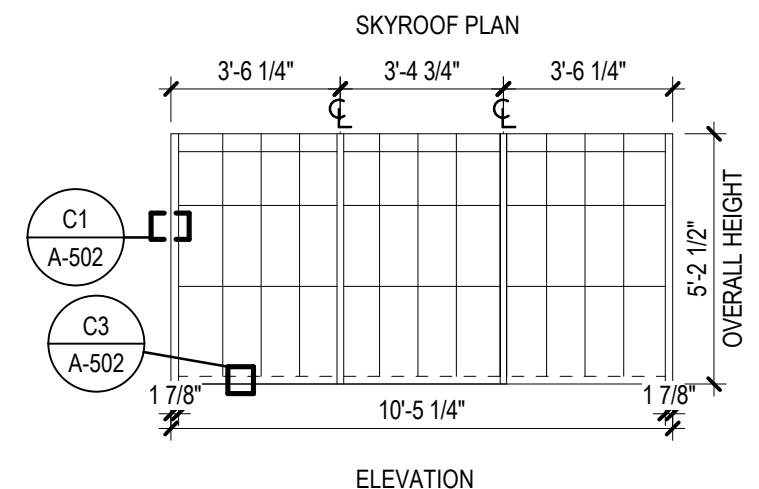
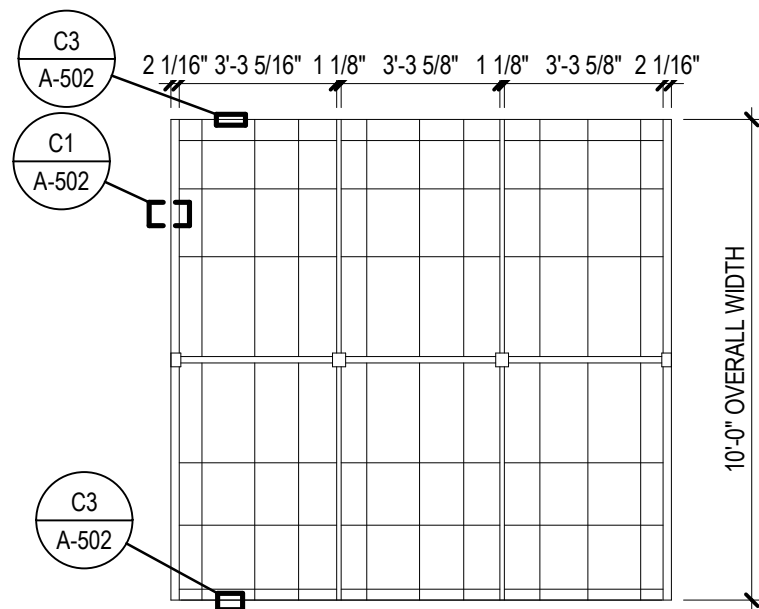
CONSTRUCTION DOCUMENTS



C1 END WALL CORNER DETAIL
SCALE: 1 1/2" = 1'-0"

C2 CLOCK TOWER DETAILS
SCALE: 1 1/2" = 1'-0"

C3 ROOF/CURB CONNCETION DETAIL
SCALE: 1 1/2" = 1'-0"



A1 CLOCK TOWER END WALL
SCALE: 1/4" = 1'-0"

FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS

PROJECT TITLE

**CITY OF NEWTON
CITY HALL SKYLIGHT
REPLACEMENT**

NEWTON, IOWA

ISSUES

ISSUE	DATE	DESCRIPTION
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ISSUE DATE DRAWN BY

03/14/2023 **CMS**

PROJECT # CHECKED BY

01231044 **JWS**

SHEET NAME

**EXTERIOR DETAILS
CLOCK TOWER
-ALTERNATE #1**

SHEET NUMBER

A-502

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CONSTRUCTION DOCUMENTS

City of Newton Council Report

**Item:**

Resolution Setting a Public Hearing Date to Approve the 2023-24 Operating Budget for the City of Newton

Summary:

The proposed City budget for 2023-24 has a levy rate of \$17.14/\$1000. This action sets April 3, 2023 as the date for the budget public hearing

Report Number: 2023-310

Date:

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

The City property tax levy rate would be set at \$17.14 /\$1000 for the 2023-24 City fiscal year

Background:

The City Council has conducted several budget workshops over the last 3 months and has reviewed the proposed 2023-24 Operating Budget for the City of Newton. The required process for adopting the annual budget calls for publication of the proposed budget and a public hearing to be held prior to its adoption. The attached Resolution calls for the public hearing to be held at the regular City Council Meeting on April 3, 2023. Adoption of the budget would also take place at that meeting, allowing for the budget to be certified to the County Auditor by the State deadline of April 30th.

In summary, the proposed 2023-24 City of Newton Budget does the following:

- Sets the City tax levy at \$17.14/1000. This levy does not change from the current year.
- In the proposed budget, the City's General Fund undesignated reserves are estimated to be 25% of budgeted expenditures, according to approved policy.
- Includes cost of living increases for all Union positions according to ratified contracts
- Pay Plan is adjusted by a sliding scale COLA along with any step increases

Publication of the proposed budget in the Newton Daily News will take place the week of March 20th. After publication, the budgeted expenditures and levy cannot be increased, but may be decreased.

Recommendation:

Staff recommends approval of the Resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION SETTING A PUBLIC HEARING DATE TO
APPROVE THE 2023-24 OPERATING BUDGET FOR THE CITY
OF NEWTON**

WHEREAS, City staff has prepared the 2023-24 operating budget for the City of Newton; and

WHEREAS, to adopt the 2023-24 operating budget, it requires a Public Hearing, per the provisions of Iowa Code Section 24.9;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That a public hearing to approve the proposed 2023-24 City of Newton Operating Budget, is hereby set for a regular City Council Meeting on April 3, 2023 at 6:00 pm at the Newton City Council Chambers, 101 West 4th Street South, Newton, Iowa, 50208.

BE IT FURTHER RESOLVED the Finance Officer is directed to have notice of said hearing published in the *Newton Daily News* at least ten days and not more than twenty days prior to the Public Hearing date. The publication shall reflect the budget proposal upon which the City Council has agreed upon at the budget workshop meeting on February 6, 2023 meeting. This proposal has a City levy rate of \$17.14 per \$1,000 of taxable valuation.

PASSED this 20th day of March 2023.

APPROVED this _____ day of March 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 3-21-23

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 4,167.55
Ahlers & Cooney P C	Legal Services	Service	\$ 198.00
Airgas USA LLC	Fire	Service	\$ 190.91
Alliant Energy/IPL	All	Utilities	\$ 44,075.93
Amazon Capital Services	All	Supplies	\$ 1,087.85
American Test Center	Fire	Service	\$ 590.00
Auditor of State	Finance	Service	\$ 850.00
Biobag Americas Inc	Solid Waste	Supplies	\$ 6,025.03
Black Clover Enterprises LLC	Golf	Merchandise	\$ 1,253.25
Bound Tree Medical LLC	Fire	Supplies	\$ 2,019.37
Brick Gentry P.C.	Legal Services	Service	\$ 21,199.00
Burdess, Rob	Police	Reimbursement	\$ 248.99
Calibre Press	Police	Training	\$ 378.00
Card Services	All	Supplies	\$ 2,545.77
Cardinal Trophies	Fire	Supplies	\$ 32.00
Cintas	Parks	Service	\$ 168.12
Clapsaddle-Garber Assoc	Airport	Service	\$ 1,521.25
Co-Line Welding Inc	Parks	Supplies	\$ 350.00
Computer Resource Specialists	All	Service	\$ 3,227.92
Construction Materials Testing	Westwood Clubhouse	Service	\$ 4,850.00
Daily Dispatch	Fire	Service	\$ 476.00
Darrell's Electric	City Center	Service	\$ 960.00
DC Sports	Fire	Merchandise	\$ 199.00
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 1,585.82
EZ Lease	Fire/WPC	Service	\$ 245.01
Fastenal	All	Supplies	\$ 1,410.00
Fire Engineering Magazine	Fire	Service	\$ 34.95
Forbes Office Solutions	All	Supplies	\$ 7,863.22
Galls LLC	Fire/Police	Supplies	\$ 325.61
Gleason, Christian	Fire	Reimbursement	\$ 57.00
Grainger Inc	Water Pollution Control	Supplies	\$ 1,144.02
Gregg Young Auto Center	Police	Service	\$ 2,600.61
Grimes Asphalt and Paving	Street	Supplies	\$ 1,172.80
Gronewold Bell Kyhnn & Co PC	Finance	Service	\$ 5,500.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,043.50
Hewitt Service Center	City Garage	Supplies	\$ 1,425.60
Hometown Press	Landfill	Service	\$ 52.49
Housby Heavy Equipment LLC	Landfill	Supplies	\$ 391.78
IAWEA	Water Pollution Control	Training	\$ 250.00
IMFOA	Admin/Exec/Finance	Conference	\$ 500.00
International Society of Fire Serv. Inst	Fire	Membership	\$ 135.00
Interstate All Battery Center	Fire	Supplies	\$ 374.75
Iowa Dept of Natural Resources	Airport	Permit	\$ 175.00
Iowa Dept Public Health	Maytag Pool	License	\$ 105.00
Iowa Fire Chiefs Association	Fire	Service	\$ 50.00
Iowa Haz Mat Task Force	Fire	Membership	\$ 100.00
Iowa Inspections	Fire	Service	\$ 800.00
Iowa Law Enforcement Academy	Police	Service	\$ 300.00
Iowa One Call	Engineering/WPC	Service	\$ 94.00
JETCO Inc	Water Pollution Control	Service	\$ 1,240.60

Johnson Aviation	Airport	Reimb	\$ 128.10
Journal of Light Construction	Building	Supplies	\$ 39.95
Key Cooperative	All	Supplies	\$ 13,449.22
Keystone Labs	Water Pollution Control	Supplies	\$ 3,719.00
Kiesler's Police Supply	Police	Supplies	\$ 1,123.92
Kinetic Edge Physical Therapy	Street/WPC	Service	\$ 403.00
Klocke's Emergency Vehicles	Fire	Supplies	\$ 272.22
Lyman, Rick	Police	Service	\$ 195.00
Magnum Automotive	Fire/Police	Service	\$ 1,179.70
Mahaska Bottling Co	Golf	Concessions	\$ 781.10
Martin Marietta Materials	Street	Supplies	\$ 1,090.00
Maxim Advertising	Administration	Service	\$ 220.00
McClure Engineering Co	Storm Water/WPC	Service	\$ 3,483.34
Mediacom	Golf	Utility	\$ 109.95
Medicap Pharmacy	Fire	Service	\$ 37.37
Metro Waste Authority	Landfill/Street	Supplies	\$ 8,665.38
Monroe, City of	Fire	Reimbursement	\$ 77.86
MTI Distributing Inc	Golf/Parks RESO 2023-003	Supplies	\$ 38,713.53
Municipal Collections of America Inc	Police	Service	\$ 75.00
Murphy Tractor & Equipment	Landfill	Supplies	\$ 609.49
NAPA Auto Parts	All	Supplies	\$ 244.46
News Printing Company	All	Services	\$ 5,585.76
Nova Fitness Equipment	Police	Service	\$ 200.60
O'Halloran International	City Garage/Landfill	Supplies	\$ 2,236.55
Parkview Animal Hospital	Animal Control	Service	\$ 2,175.00
Per Mar Security Services	Landfill	Service	\$ 433.17
Phelps Uniform Specialists	Fire	Service	\$ 27.40
Popenhagen, Nathan	Police	Reimbursement	\$ 62.88
Premier Office Equipment	Police	Service	\$ 252.30
Quill Corporation	Parks	Supplies	\$ 16.03
Reeves Heating & Cooling	Airport	Service	\$ 1,370.81
Reliant Fire Apparatus Inc	Fire	Merchandise	\$ 691.10
Reserve Account-Pitney Bowes	Finance	Service	\$ 3,000.00
Sandry Fire Supply LLC	Fire	Supplies	\$ 5,990.22
Schneider Geospatial LLC	All	Service	\$ 13,745.00
Schwarz, Shane	Water Pollution Control	Reimb	\$ 65.00
Snap-On Tools Company LLC	City Garage	Supplies	\$ 73.50
Spahn & Rose Lumber Co	Street	Supplies	\$ 219.80
Stanard & Associates	Police	Supplies	\$ 64.00
State Hygienic Laboratories	Water Pollution Control	Service	\$ 100.50
Superior Welding Supply	City Garage	Supplies	\$ 621.80
Technimount System LLC	Fire	Supplies	\$ 1,395.00
Terracon Consultants Inc	Water Pollution Control	Services	\$ 2,683.75
Theisen's	All	Supplies	\$ 512.21
Town & Country Wholesale Co	Golf	Concessions	\$ 1,020.12
Tree Town Kennels LLC	Police	Service	\$ 6,750.00
True Value Hardware	All	Supplies	\$ 478.92
Two Rivers Cooperative	All	Fuel	\$ 7,390.88
United Public Safety Inc	Police	Service	\$ 21.58
United States Cellular	All	Utilities	\$ 1,194.33
UnityPoint Clinic-Occupational	Street/WPC	Service	\$ 126.00
USABlueBook	Water Pollution Control	Supplies	\$ 128.49
Verizon Wireless	Disaster Services	Service	\$ 35.01
Vermeer Sales	City Garage	Supplies	\$ 209.00
Walsh Door & Hardware	Police	Supplies	\$ 637.94

Warnick Mechanical	Fire/Parks	Service	\$ 4,254.00
Water Department	All	Utilities	\$ 11,603.09
Wing, Chris	Police	Reimbursement	\$ 248.99
Woodruff Construction LLC	2021 Sewer Rev Bonds/RESO22-285	Service	\$ 252,164.50
Zoll	Fire	Supplies	\$ 319.26
Zylstra, Ryan	Police	Reimbursement	\$ 78.60
Grand Totals:			\$ 528,391.38

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utilities	\$ 1,077.91
Black Hills Energy	All	Utilities	\$ 10,895.31
Windstream	All	Utilities	\$ 1,836.07
Total			\$ 13,809.29

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 12,960.00
Bank Iowa	All	Insurance	\$ 4,860.00
Great Southern Bank	All	Insurance	\$ 270.00
Kabel	All	Insurance	\$ 50.00
Payroll 2-17-23	All	Payroll	\$ 368,272.52
Payroll 3-03-23	All	Payroll	\$ 364,899.82
Mutual of Omaha	All	Insurance	\$ 5,044.17
Great Southern Bank	Golf	Fees	\$ 54.06
Met Life Dental	All	Insurance	\$ 10,505.26
State of Iowa	General	Sales Tax	\$ 3,507.58
Wellmark BC/BS	All	Insurance	\$ 182,645.61
Total:			\$ 953,069.02

Newton Waterworks Disbursements 3-21-23

Vendor	Department	Description	Amount
3E - ELECTRIC SHOP	Waterworks	SERVICE	\$ 860.00
AIR PRODUCTS AND CHEMICALS INC.	Waterworks	SUPPLIES	\$ 2,979.94
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 26,670.54
BLACKBURN MANUFACTURING CO	Waterworks	SUPPLIES	\$ 513.75
CITY OF NEWTON	Waterworks	SERVICE	\$ 23,347.46
CITY OF NEWTON - LANDFILL	Waterworks	SERVICE	\$ 53.40
CITY OF NEWTON- PUBLIC WORKS	Waterworks	SERVICE	\$ 869.30
CLIFTON, JAMES & NANCY	Waterworks	REFUND	\$ 301.92
DALTON, DANETTE	Waterworks	REFUND	\$ 29.10
ELECTRICAL ENGINEERING & EQUIP	Waterworks	SUPPLIES	\$ 19,752.93
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 73.49
GARY GRIMES LAWN SERVICE	Waterworks	SUPPLIES	\$ 232.30
HAWKINS INC	Waterworks	SUPPLIES	\$ 3,211.58
IOWA SECTION- AWWA REGION 5 c/o POM	Waterworks	SERVICE	\$ 400.00
JASPER CONSTRUCTION SERVICES	Waterworks	SUPPLIES	\$ 237.84
MANATTS	Waterworks	SUPPLIES	\$ 1,806.20
MARTIN MARIETTA MATERIALS	Waterworks	SUPPLIES	\$ 1,228.91
MAXIM ADVERTISING INC.	Waterworks	SERVICE	\$ 75.00
MCCLURE	Waterworks	SERVICE	\$ 1,741.66
MICROBAC LABORATORIES, INC	Waterworks	SERVICE	\$ 253.50
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 6,811.29
MUNICIPAL SUPPLY INC	Waterworks	SUPPLIES	\$ 1,482.97
NAPA AUTO PARTS	Waterworks	SUPPLIES	\$ 25.99
NEWTON DAILY NEWS	Waterworks	SERVICE	\$ 57.24
RATCLIFF, GLENN	Waterworks	REIMBURSE	\$ 20.00
SCHNEIDER GEOSPATIAL, LLC	Waterworks	SERVICE	\$ 2,749.00
SHOMO-MADSEN-WOYTHALER INS	Waterworks	SERVICE	\$ 21,263.00
SPAHN & ROSE LUMBER CO	Waterworks	SUPPLIES	\$ 5.50
STATE HYGIENIC LABORATORY	Waterworks	SERVICE	\$ 20.00
TEED, ELIZABETH SCHIPPERS OR JOSHUA	Waterworks	REFUND	\$ 81.94
THEISEN'S	Waterworks	SUPPLIES	\$ 100.16
TODAVICH, JESSICA	Waterworks	REFUND	\$ 35.94
US CELLULAR	Waterworks	SERVICE	\$ 135.11
VAN WERT INC.	Waterworks	SERVICE	\$ 8,486.25
VESSCO INC	Waterworks	SERVICE	\$ 1,250.00
VISA	Waterworks	SUPPLIES	\$ 1,633.23
WATTS TECHNOLOGIES, INC.	Waterworks	SERVICE	\$ 305.00
WINDSTREAM	Waterworks	SERVICE	\$ 1,015.55
WRAGGE, HOLLAND BROCKMANN & SAMUEL	Waterworks	REFUND	\$ 73.74

TOTAL:

\$ 130,190.73

City of Newton Council Report



Item:

Public Hearing on a Resolution Approving Reinstatement and First Amendment to the Amended Purchase and Redevelopment agreement for Property at 1117 North 3rd Avenue East, 211 East 12th Street North, 124 East 4th Street North and 411 North 2nd Avenue East, Newton, Iowa

Summary:

An agreement between MVAH Holding LLC and the City of Newton was executed and amended for the purchase and redevelopment of D&D properties. The resolution will extend the term and provides amendments to the amended agreement, including acknowledging the name change to Pivotal GP Holding LLC and excluding 124 East 4th Street North & 411 North 2nd Avenue East from the project.

Financial Impact:

None. Long-term cost recovery as properties return to tax base.

Report Number: 2023-157

Date:

March 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

Pivotal GP Holding LLC, f/k/a MVAH Holding LLC, continues to hone development plans for an affordable housing project in Newton. They are interested in the former Hatchery Site at 1117 North 3rd Avenue East and 211 East 12th Street North.

In 2022, the project proposed by MVAH on the properties, which are subject of this public hearing, did not receive housing tax credits from the State of Iowa.

Pivotal GP Holding LLC plans to submit a housing tax credit application to the Iowa Finance Authority in April 2023, but will need the Council's approval to reinstate and amend the previously amended purchase and redevelopment agreement with the City in order to move forward. Over the course of the past year, Pivotal GP Holding has taken steps to improve their scoring capability, including partnering with an area housing non-profit organization and focusing on only the Hatchery Site.

Pivotal GP Holding LLC proposes a purchase price of \$1.00 for the city-owned properties at 1117 North 3rd Avenue East and 211 East 12th Street North. The project will include at least 40 new residential units. A rendering which is representative of the aesthetic of the project is attached to this council report.

MVAH/Pivotal is not a new developer/property owner to Newton. They are the developer and owner of Newton Place Apartments, located at 222 North 4th Avenue West.

The City has owned 1117 North 3rd Avenue East (the majority of the whole development site) since 2007. The property at 211 East 12th Street North was acquired in 2019 through the D&D program. Returning the properties to the tax base is of benefit to the community.

The project proposed by Pivotal aligns with the recommendations of *Envision Newton 2042*, the

adopted comprehensive plan.

The other properties, which are also subject of this public hearing, will remain in the City's redevelopable land inventory as no offers were received on those.

Recommendation:

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is fluid and cursive, with the first name "Matt" written in a more compact, stylized way and the last name "Muckler" written in a more extended, flowing script.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**APPROVING REINSTATEMENT AND FIRST AMENDMENT TO AMENDED
PURCHASE AND REDEVELOPMENT AGREEMENT FOR PROPERTY AT
1117 NORTH 3RD AVENUE EAST AND 211 EAST 12TH STREET NORTH,
NEWTON, IOWA**

WHEREAS, the City of Newton owns a property located at 1117 North 3rd Avenue East and 211 East 12th Street North in Newton, legally described as:

LOT ONE EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, RUN THENCE SOUTH TWO HUNDRED SEVENTY FEET, THENCE EAST ONE HUNDRED THIRTY-FIVE, THENCE NORTH TWO HUNDRED SEVENTY FEET, THENCE WEST ONE HUNDRED THIRTY-FIVE FEET TO THE POINT OF BEGINNING, AND ALL OF LOTS TWELVE AND FIFTEEN OF MERSHON’S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK “B”, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH TWENTY-ONE FEET OF SAID LOT ONE, RUN THENCE SOUTH ONE HUNDRED FIFTY-THREE FEET TO THE SOUTHWEST CORNER OF SAID LOT FIFTEEN, THENCE WEST THIRTY FEET, THENCE NORTH ONE HUNDRED FIFTY-THREE FEET, THENCE EAST THIRTY FEET TO THE POINT OF BEGINNING.

ALSO
LOTS TEN AND ELEVEN IN MERSHON’S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHEAST CORNER OF SAID LOT TEN, RUN THENCE EAST THIRTY FEET, THENCE SOUTH NINETY-THREE FEET, THENCE WEST THIRTY FEET, THENCE NORTH TO THE PLACE OF BEGINNING.

THE NORTH ONE HUNDRED FIFTY-TWO FEET OF LOT 6 OF LOT B OF THE SUBDIVISION OF BLOCK D OF COE’S SUB-DIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK “D”, PAGE 75 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.

LOT THIRTEEN, BLOCK “D” OF COE’S SUBDIVISION TO NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 604 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

LOT TWELVE IN BLOCK “D” IN COE’S SUBDIVISION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 11 OF THE SUBDIVISION OF BLOCK “D” OF COE’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 10 OF THE SUBDIVISION OF BLOCK “D” OF COE’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT NINE OF THE SUBDIVISION OF BLOCK “D” OF COE’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK “B”, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT EIGHT OF THE SUBDIVISION OF BLOCK “D” OF COE’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 6 OF THE SUBDIVISION OF BLOCK “D” OF COE’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK “B” AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT “A” OF EVAN’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 223 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AND

LOTS 13 AND 14 OF MERSHON’S ADDITION, CITY OF NEWTON, JASPER, COUNTY, IOWA; and

WHEREAS, Resolution 2022-081 approved a purchase and redevelopment agreement between the City of Newton and MVAH Holding LLC; and

WHEREAS, Resolution 2022-180 approved an amendment to the purchase and redevelopment agreement to remove the property located at 115 East 4th Street North from the purchase agreement; and

WHEREAS, the proposed housing project for the properties listed in the amended purchase and redevelopment agreement did not receive a tax credit award from the Iowa Finance Authority in 2022 and the amended purchase and redevelopment agreement automatically terminated; and

WHEREAS, MVAH Holding LLC business name has changed to Pivotal GP Holding LLC; and

WHEREAS, it is desired to approve a reinstatement and amendment to the amended purchase and redevelopment agreement as approved by Resolution 2022-180; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That the attached Reinstatement and First Amendment to the Amended Purchase and Redevelopment Agreement for property at 1117 North 3rd Avenue East and 211 East 12th Street North be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



NOTE: THE RENDERING SHOWN IS FROM
ANOTHER COMPARABLE PROJECT AND DOES NOT
REPRESENT THE EXACT CONFIGURATION OF THE
PROPOSED PROJECT.

**REINSTATEMENT AND FIRST AMENDMENT TO AMENDED
PURCHASE AND REDEVELOPMENT AGREEMENT**

THIS REINSTATEMENT AND FIRST AMENDMENT TO AMENDED PURCHASE AND REDEVELOPMENT AGREEMENT (this “First Amendment”) is executed as of the ____ day of _____, 2023 between Pivotal GP Holding LLC, f/k/a MVAH Holding LLC, a Georgia limited liability company (“Purchaser”) and City of Newton, Iowa (“Seller”), under the following circumstances:

A. Purchaser entered into a Purchase and Redevelopment Agreement dated March 23, 2022 (the “First Agreement”) with Seller, for the purchase of certain real property located in Newton, Jasper County, Iowa as more particularly described in the Agreement (the “Property”).

B. Purchaser and Seller entered into an Amended Purchase and Redevelopment Agreement on June 9, 2022 (collectively with the First Agreement, the “Agreement”).

C. Pursuant to 6f of the Agreement, the Agreement was automatically terminated as Buyer was not awarded 2022 IFA tax credits sufficient for development of the Property.

D. On August 23, 2022, Purchaser filed a Certificate of Amendment with the Georgia Secretary of State changing the name of the company from “MVAH Holding LLC” to “Pivotal GP Holding LLC”.

E. Purchaser and Seller now desire to reinstate and make certain modifications to the Agreement, as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby amend the Agreement as follows:

1. Reinstatement. Notwithstanding any prior termination of the Agreement pursuant to 6f of the Agreement, the Buyer and Seller hereby reinstate the Agreement for all purposes, but subject to the amendments and modifications set forth herein.

2. All references to “MVAH Holding LLC” shall be deleted and replaced with “Pivotal GP Holding LLC”.

3. Section 1 shall be amended to strike “Sixty-five Thousand Dollars (\$65,000)” and replace it with “One Dollar (\$1.00).”

4. Section 5 is hereby deleted in its entirety and replaced with the following:

“SECTION 5. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter “Property”) described as follows:

1117 North 3rd Avenue East, legally described as:

LOT ONE EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, RUN THENCE SOUTH TWO HUNDRED SEVENTY FEET, THENCE EAST ONE HUNDRED THIRTY-FIVE, THENCE NORTH TWO HUNDRED SEVENTY FEET, THENCE WEST ONE HUNDRED THIRTY-FIVE FEET TO THE POINT OF BEGINNING, AND ALL OF LOTS TWELVE AND FIFTEEN OF MERSHON'S ADDITION TO CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK "B", AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH TWENTYONE FEET OF SAID LOT ONE, RUN THENCE SOUTH ONE HUNDRED FIFTY-THREE FEET TO THE SOUTHWEST CORNER OF SAID LOT FIFTEEN, THENCE WEST THIRTY FEET, THENCE NORTH ONE HUNDRED FIFTY-THREE FEET, THENCE EAST THIRTY FEET TO THE POINT OF BEGINNING.

ALSO

LOTS TEN AND ELEVEN IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHEAST CORNER OF SAID LOT TEN, RUN THENCE EAST THIRTY FEET, THENCE SOUTH NINETY-THREE FEET, THENCE WEST THIRTY FEET, THENCE NORTH TO THE PLACE OF BEGINNING. THE NORTH ONE HUNDRED FIFTY-TWO FEET OF LOT 6 OF LOT B OF THE SUBDIVISION OF BLOCK D OF COE'S SUB-DIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "D", PAGE 75 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.

LOT THIRTEEN, BLOCK "D" OF COE'S SUBDIVISION TO NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 604 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

LOT TWELVE IN BLOCK "D" IN COE'S SUBDIVISION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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LOT "A" OF EVAN'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 223 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

211 East 12th Street North, legally described as: LOTS 13 AND 14 OF MERSHON'S ADDITION, CITY OF NEWTON, JASPER, COUNTY, IOWA.

5. Section 6c is hereby amended to strike "365 days" and replace it with "two (2) years".
6. Section 6f is hereby amended to strike "2022" and replace it with "2023".

7. The following Section 6g shall be added to the Agreement:

“g.) Closing Costs. Purchaser shall pay for the following expenses relative to this transaction: (i) all of the Title Company’s closing and escrow fees; and (ii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees.

8. The following Section 17 shall be added to the agreement:

“17. Purchaser hereby agrees to not seek any additional City incentives for the Project, including but not limited to local grants, tax rebates, or tax abatements.”

9. Except as otherwise modified by this First Amendment, the Agreement shall remain in full force and effect. Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.

10. This First Amendment may be executed in multiple original or facsimile counterparts, each of which, when taken together, shall constitute an original. Electronic signatures (scanned PDF, DotLoop, DocuSign, etc.) are valid and enforceable.

{SPACE INTENTIONALLY BLANK – SIGANTURES FOLLOW}

THIS FIRST AMENDMENT TO AMENDED PURCHASE AND REDEVELOPMENT AGREEMENT has been executed as of the date first written above.

Seller:

City of Newton, Iowa

By: _____
Name: Michael L. Hansen
Its: Mayor

ATTEST:

Name: _____
Title: _____

Purchaser:

Pivotal GP Holding LLC,
f/k/a MVAH Holding LLC,
a Georgia limited liability company

By: _____
Name: Brian McGeady
Its: Authorized Signer

AMENDED PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by City of Newton at **124 East 4th Street North, 411 North 2nd Avenue East, 115 East 4th Street North, 211 East 12th Street North and 1117 North 3rd Avenue East**, is made on or as of the 9th day of March, ~~2021~~ June, 2022, by and between City of Newton, Iowa (hereinafter "City"), and **MVAH Holding LLC, 9100 Centre Point Drive, Suite 210, West Chester, Ohio 45069** (hereinafter "Buyer"), and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, City will sell the Property to Buyer for, and Buyer will purchase the Property from City and pay therefor, the amount of **Sixty-five Thousand** Dollars (\$65,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to City simultaneously with the delivery of the deed conveying the Property to Buyer.

SECTION 2. EARNEST MONEY. BUYER will provide \$5,000 earnest money (the "Earnest Money"), refundable to Buyer upon agreement termination and applicable to the purchase price in the event of closing. Within ten (10) days after the date of this Agreement, Buyer shall deliver the Earnest Money to Iowa Title Guaranty, 2015 Grand Avenue, Des Moines, Iowa 50312 ("Escrow Agent").

SECTION 3. TAXES. City will prorate to Buyer the taxes incurred under City ownership until the time of closing. All regular taxes due and payable after closing shall be the responsibility of the Buyer.

SECTION 4. SPECIAL ASSESSMENTS. City shall pay all special assessments which are a lien on the date of acceptance of this offer. None are known at this time.

SECTION 5. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

1117 North 3rd Avenue East, legally described as:

LOT ONE EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, RUN THENCE SOUTH TWO HUNDRED SEVENTY FEET, THENCE EAST ONE HUNDRED THIRTY-FIVE, THENCE NORTH TWO HUNDRED SEVENTY FEET, THENCE WEST ONE HUNDRED THIRTY-FIVE FEET TO THE POINT OF BEGINNING, AND ALL OF LOTS TWELVE AND FIFTEEN OF MERSHON'S ADDITION TO CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK "B", AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH TWENTYONE FEET OF SAID LOT ONE, RUN THENCE SOUTH ONE HUNDRED FIFTY-THREE FEET TO THE SOUTHWEST CORNER OF SAID LOT FIFTEEN, THENCE WEST THIRTY FEET, THENCE NORTH ONE HUNDRED FIFTY-THREE FEET, THENCE EAST THIRTY FEET TO THE POINT OF BEGINNING.

ALSO

LOTS TEN AND ELEVEN IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHEAST CORNER OF SAID LOT TEN, RUN THENCE EAST THIRTY FEET, THENCE SOUTH NINETY-THREE FEET, THENCE WEST THIRTY FEET, THENCE NORTH TO THE PLACE OF BEGINNING. THE NORTH ONE HUNDRED FIFTY-TWO FEET OF LOT 6 OF LOT B OF THE SUBDIVISION OF BLOCK D OF COE'S SUB-DIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "D", PAGE 75 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.

LOT THIRTEEN, BLOCK "D" OF COE'S SUBDIVISION TO NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 604 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

LOT TWELVE IN BLOCK "D" IN COE'S SUBDIVISION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 11 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 10 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER

COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT NINE OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "B", AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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LOT "A" OF EVAN'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 223 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

211 East 12th Street North, legally described as: LOTS 13 AND 14 OF MERSHON'S ADDITION, CITY OF NEWTON, JASPER, COUNTY, IOWA.

411 North 2nd Avenue East, legally described as: LOT 3 IN THE SUBDIVISION OF OUTLOT TWENTY-FOUR (24) IN THE ORIGINAL TOWN, NOW CITY, OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B PAGE 213 OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA.

~~115 East 4th Street North, legally described as: LOT FOUR (4) OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR (24), ORIGINAL TOWN PLAT, CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.~~

124 East 4th Street North, legally described as: COMMENCING AT THE SOUTHEAST CORNER OF LOT C IN BLOCK 13, ORIGINAL PLAT, CITY OF NEWTON, JASPER COUNTY, IOWA, THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID LOT C, 66 FEET, THENCE WEST 71 FEET, THENCE SOUTH 66 FEET TO THE SOUTH LINE OF SAID LOT C, THENCE EAST TO THE PLACE OF BEGINNING.

SECTION 6. CONVEYANCE OF PROPERTY.

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

b) Time and Place for Closing and Delivery of Deed. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days of the expiration of the Due Diligence Period (defined below) or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place as an escrow closing through the offices of Escrow Agent and the date and time of closing is determined by Buyer in its sole and absolute discretion by providing notice to City. City agrees to also deliver to Escrow Agent for closing the following items:

- i. A closing statement prepared by the Escrow Agent and executed by City.
- ii. A certificate of City approving the execution and delivery of this Agreement and the Deed.
- iii. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property.
- iv. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Escrow Agent.

c.) Buyer's Due Diligence Period. The Due Diligence Period shall commence upon full execution of the Agreement. Buyer shall have 365 days (the "Due Diligence Period") to conduct inspections of the Property as Buyer deems necessary and to perform its due diligence to confirm the feasibility of the Property for Buyer's intended use. Buyer's obligation to close shall be subject to Buyer's approval or waiver, in its sole discretion of certain contingencies, including, without limitation, title survey zoning, environmental, etc. Buyer shall have the unqualified right to terminate the Agreement at any time and for any reason on or before the end of the Due Diligence Period (as it may be extended) and receive a refund of the Earnest Money ("Buyer's Termination Right").

- i. Due Diligence Extension Period. Buyer shall have the right to extend the Due Diligence Period for three (3) additional periods of Ninety (90) days each. Extension is exercised upon advance written notice to City prior to the expiration of the Due Diligence Period or extension thereof (if applicable) and payment of \$5,000 "Extension Fee" each to Escrow Agent which shall be applicable to the Purchase Price, but non-refundable in the event of Agreement termination by Buyer. Extension Fees will be refunded to Buyer in the event that Buyer terminates this Agreement on the basis of City's default under this Agreement.

d.) Abstract of Title. City shall provide an abstract of Title to Buyer for Property subject to this Agreement. It will be City's responsibility to have abstract(s) updated. The abstract(s) shall become the property of Buyer at the time of the delivery of the deed.

e.) Purchase Conditions. Buyer agrees to purchase the Property subject to this Agreement provided the following conditions can be met:

- i. Buyer secures the purchase of 1015 North 3rd Avenue East.
- ii. Buyer is able to obtain a conditional use permit from the Newton Zoning Board of Adjustment for the residential use development at the properties located at 211 East 12th Street North, 1117 North 3rd Avenue East.
- iii. The project receives an award of tax credits from the Iowa Finance Authority.
- iv. City and Buyer agree to a mutually acceptable property tax rebate program.

Satisfaction of the conditions in Section 6.e. does not impact Buyer's Termination Right described in 6.b. above.

f.) Agreement Termination. If Buyer is not awarded 2022 Iowa Finance Authority (IFA) tax credits sufficient for development of the Property for Buyer's intended use, this Agreement will automatically terminate and the Earnest Money will be returned to Buyer. Upon termination of this Agreement, City will be free to market the property to other Buyers as soon as the Earnest Money has been returned to Buyer.

SECTION 7. IMPROVEMENTS. Buyer intends to construct on the Property, a total of approximately 40 multi-family townhomes with 1-, 2-, 3- and 4-bedroom units upon properties subject to this agreement. Any unit count or type will be subject to change based on the requirements of IFA or Buyer in their sole discretion.

SECTION 8. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of City, prior to when the construction of the improvements has been completed and City has issued a Certificate of Completion. Buyer may assign its interest or rights or obligations in this Agreement to an affiliated entity of Buyer, without the consent of City. Buyer must obtain the consent of City to assign Buyer's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Buyer.

SECTION 9. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of Buyer to timely construct certain improvements, City will furnish Buyer with a Certificate of Completion ("CC") confirming completion of construction in accordance with this Agreement. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If City shall refuse or fail to provide the CC in accordance with this Section within fifteen (15) days after written request by the Buyer, City shall provide the Buyer with a written statement indicating with detail in what respects the Buyer has failed to complete the improvements in accordance with this Agreement, or Buyer is otherwise in default, and what measures or acts will be reasonably necessary, in the opinion of City, for the Buyer to take or perform in order to obtain the CC. City's issuance of the CC will not be unreasonably withheld, conditioned or delayed.

SECTION 10. REMEDIES.

- a) If City should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Buyer may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Earnest Money and any Extension Fee(s) shall be immediately delivered to Buyer; (ii) City agrees to reimburse Buyer for all actual expenses and costs of Buyer in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Buyer may pursue any and all remedies available to Buyer under law or equity, including the right of specific performance of the obligations of City hereunder.
- b) If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to City, such sum being agreed upon as the sole damages for the failure of Buyer to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. City agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as City's sole remedy hereunder.
- c) As a material inducement to Buyer's execution hereof, Buyer and City agree that it would be impracticable and extremely difficult to fix actual damages in case of Buyer's default. City agrees that the amount of the Deposit and any Extension Fee paid prior to default or Buyer's notice to City of its intent to default is a reasonable estimate of such damages, and that City shall retain the Deposit and any paid Extension Fee as liquidated damages, and its sole remedy against Buyer. Furthermore, City agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Buyer default, City shall no longer have any cause of action or claim against Buyer in law or in equity, including specific performance, and Buyer shall be fully released from any action of City arising out of Buyer's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

SECTION 11. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered personally, or and:

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

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

SECTION 12. LIMITATION ON WARRANTIES. City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose, unless otherwise provided herein. Buyer expressly acknowledges and agrees that City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. Buyer takes title the Property "AS IS."

SECTION 13. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 14. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the Deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the Deed.

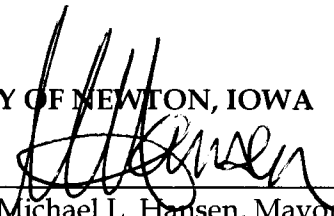
SECTION 15. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

SECTION 16. BUYER'S ACCESS TO PROPERTY. While this Agreement remains in effect, Buyer and Buyer's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Property.

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

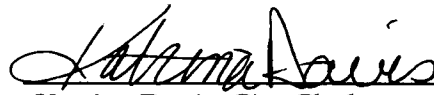
(SEAL)

CITY OF NEWTON, IOWA

By: 

Michael L. Hansen, Mayor

ATTEST:



Katrina Davis, City Clerk

BUYER:

MVAH HOLDING LLC

By: 

Brian McGeady, Authorized Signer

City of Newton Council Report

**Item:**

Resolution Approving the First Budget Amendment for Fiscal Year 2022-23

Summary:

Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs, so adjustments are made to reflect changes that have occurred throughout the fiscal year

Financial Impact:

No new financial impact as proposed amendments reflect City Council actions during past fiscal year and actual expenditures to date

Report Number: 2023-311

Date:

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

At the March 6, 2023 City Council meeting, the Council designated March 20, 2023 as the public hearing date to consider the first 2022-23 budget amendment for the City of Newton. Notice of the hearing was published in the *Newton Daily News*, in compliance with State requirements on Friday, March 10, 2023. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to May 31st each year to accommodate this requirement.

The attached budget amendment adjusts the current year 2022-23 budgeted revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2023.

The detailed account numbers for the amendments for each program are found in the pages following the attached Resolution. The amendments do not impact the current property tax levy.

Recommendation:

It is recommended the City Council adopt the attached Resolution approving the first 2022-23 budget amendment for the City of Newton.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE FIRST BUDGET AMENDMENT FOR
FISCAL YEAR 2022-23**

WHEREAS, Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs and allows cities to amend local budgets to accommodate this requirement; and

WHEREAS, a budget amendment for FY23 has been prepared to conform to the Iowa Code requirement to not exceed a budgeted amount in each of the State’s nine programs and was published in the Newton Daily News on March 10, 2023 in accordance with State requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the first amendment to the City of Newton’s 2022-23 Budget is hereby approved.

PASSED this 20th day of March, 2023

APPROVED this _____ day of March, 2023

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of NEWTON
Fiscal Year July 1, 2022 - June 30, 2023

The City of NEWTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 3/20/2023 06:00 PM

Contact: Lisa Frasier

Phone: (641) 792-2787

Meeting Location: City Council Chambers / 101 W 4 St S, Newton Iowa 50208

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	8,484,850	0	8,484,850
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	8,484,850	0	8,484,850
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,765,514	0	2,765,514
Other City Taxes	6	2,516,086	0	2,516,086
Licenses & Permits	7	317,900	0	317,900
Use of Money & Property	8	203,910	0	203,910
Intergovernmental	9	7,326,525	100,000	7,426,525
Charges for Service	10	12,324,982	0	12,324,982
Special Assessments	11	14,000	0	14,000
Miscellaneous	12	548,517	300,000	848,517
Other Financing Sources	13	2,402,300	400,000	2,802,300
Transfers In	14	4,316,735	0	4,316,735
Total Revenues & Other Sources	15	41,221,319	800,000	42,021,319
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	8,474,227	100,000	8,574,227
Public Works	17	4,116,322	1,000,000	5,116,322
Health and Social Services	18	0	0	0
Culture and Recreation	19	2,902,558	600,000	3,502,558
Community and Economic Development	20	1,595,514	0	1,595,514
General Government	21	1,503,393	600,000	2,103,393
Debt Service	22	4,062,818	700,000	4,762,818
Capital Projects	23	7,134,450	5,000,000	12,134,450
Total Government Activities Expenditures	24	29,789,282	8,000,000	37,789,282
Business Type/Enterprise	25	15,873,643	500,000	16,373,643
Total Gov Activities & Business Expenditures	26	45,662,925	8,500,000	54,162,925
Transfers Out	27	4,316,735	0	4,316,735
Total Expenditures/Transfers Out	28	49,979,660	8,500,000	58,479,660
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,758,341	-7,700,000	-16,458,341
Beginning Fund Balance July 1, 2022	30	30,126,496	0	30,126,496
Ending Fund Balance June 30, 2023	31	21,368,155	-7,700,000	13,668,155

Explanation of Changes: Additional expenses include the Union Drive Capital Project / Waterworks Jordan Well / Library Roof Project / Road Use Tax various road projects / Additional expenses in Tort Liability for Derecho and March 2022 tornado repairs / 2023 bonding fees and expenses / reclassify Road Use Tax Revenue Bond Principal and Interest Payments

2022-23 City of Newton 1st Budget Amendment March 20, 2023 Revenues

Intergovernmental				
		Budget	Amendment	Adjusted Budget
001-1050-2-44006	HSGP Grant Revenues	\$ -	\$ 100,000	\$ 100,000
Miscellaneous				
		Budget	Amendment	Adjusted Budget
012-6060-1-47405	Misc Revenues Tort Liability	\$ 10,000	\$ 300,000	\$ 310,000
Other Financing Sources				
		Budget	Amendment	Adjusted Budget
200-7010-4-48201	Bond Proceeds	\$ -	\$ 400,000	\$ 400,000
Grand Total all Revenue Amendments March 20, 2023			\$ 800,000	

2022-23 City of Newton Budget Amendment March 20, 2023 Expenditures

Program 1 Public Safety Budget Amendments				
	Fire	Budget	Amendment	Adjusted Budget
001-1050-67370	HSGP Grant Expenditures	\$ -	\$ 100,000	\$ 100,000
TOTAL Program 1:			\$ 100,000	

Program 2 Public Works Budget Amendments				
	Street - Public Works	Budget	Amendment	Adjusted Budget
110-2011-67635	E 3 St S/E 2 St S Reconstructi	\$ 215,000	\$ 1,000,000	\$ 1,215,000
TOTAL Program 2:			\$ 1,000,000	

Program 4 Culture & Recreation Budget Amendments				
	Library	Budget	Amendment	Adjusted Budget
001-4010-65161	Diehl Estate Expenses (Library Roof)	\$ 1,000	\$ 600,000	\$ 601,000
TOTAL Program 4:			\$ 600,000	

Program 6 General Government Budget Amendments				
	Tort Liability	Budget	Amendment	Adjusted Budget
012-6060-64060	Damages/Tort Claims	\$ 20,000	\$ 600,000	\$ 620,000
TOTAL Program 6:			\$ 600,000	

Program 7 Debt Service Expenditures Budget Amendments				
	Debt Service Fund	Budget	Amendment	Adjusted Budget
200-7010-64390	Bonding & Refinancing Expenses	\$ -	\$ 700,000	\$ 700,000
TOTAL Program 7:			\$ 700,000	

Program 8 Capital Projects Expenditures Budget Amendments				
	Capital Project Fund	Budget	Amendment	Adjusted Budget
308-2010-67624	Union Drive	\$ -	\$ 5,000,000	\$ 5,000,000
TOTAL Program 8:			\$ 5,000,000	

Program 9 Business Type Activities				
	Water Department	Budget	Amendment	Adjusted Budget
	Water Department / Jordan Well	\$ -	\$ 500,000	\$ 500,000
TOTAL Program 9:			\$ 500,000	

Grand Total all Expenditure Amendments			\$ 8,500,000	
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City of Newton Council Report

**Item:**

Third 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:

March 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:**

First Consideration of an Ordinance amending The Code Of Ordinances, City Of Newton, Iowa, 2016, Title III, Chapter 30, Section 30.002, "Powers And Duties"

Summary:

Updates the council majority rules on a Mayor's veto

Financial Impact:

None

Report Number: 2023-296

Date:

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

At the August 29, 2022 City Council Work Session, the Council ranked updating the Council Meeting Rules and Procedures as their top priority for potential policy or procedural changes or other action items.

The Newton City Council held another Workshop on November 28, 2022 to specifically look at the potential to update the 2018 Procedural Rules of the Newton City Council. At that workshop, the Council provided the City Attorney with direction on specific changes that they would like to see made to the 2018 Procedural Rules of the Newton City Council. Council members were encouraged to identify 1) which rules, if any, they would like to amend and provide specific language, 2) which rules, if any, they would like to delete from the current Rules of Procedure, and 3) which rules, if any, they would like to add to the current Rules of Procedure and provide specific language.

During the March 06, 2023, meeting, Council discussion ensued regarding the changes and finalizing the adoption of an amended Resolution approving the amended 2023 Procedural Rules of the Newton City Council. Rule 16 was amended as follows:

"Rule 16. Mayor's Veto. The Mayor may sign, veto or take no action on an ordinance, amendment or resolution passed by the Council. However, the Mayor may not veto a measure if the Mayor was entitled to vote on the measure at the time of passage. If the Mayor exercises the Mayor's veto power, the Mayor must explain the reason for such veto to the Council at the time of the veto. The Council may override the Mayor's veto by a three-fourths majority or at least 5 of the Council members."

This change in the rules requires that The Code Of Ordinances, City Of Newton, Iowa, 2016, Title III, Chapter 30, Section 30.002, "Powers And Duties" be changed to align with the rules.

Recommendation:

Approve the Ordinance to align with the 2023 Procedural Rules of the Newton City Council.

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 III,
CHAPTER 30, SECTION 30.002, "POWERS AND DUTIES"

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 30, Section 30.002, "Powers and Duties" is hereby amended by adding or deleting the following:

§ 30.002 POWERS AND DUTIES.

The powers and duties of the Mayor shall be as follows.

(A) *Chief executive officer.* The Mayor is the chief executive officer of the city and, except for the duties delegated by law or ordinance to the City Administrator, the Mayor shall supervise all departments of the city.

(B) *Presiding officer.* The Mayor shall act as presiding officer at all regular and special Council meetings. The Mayor Pro Tem shall serve in this capacity in the Mayor's absence.

(C) *Special meetings.* The Mayor shall call special meetings of the Council when the Mayor deems such meetings necessary to the interests of the city.

(D) *Mayor's veto.* The Mayor may sign, veto or take no action on an ordinance, amendment or resolution passed by the Council. However, the Mayor may not veto a measure if the Mayor was entitled to vote on the measure at the time of passage. If the Mayor exercises the Mayor's veto power, the Mayor must explain the reason for such veto to the Council at the time of the veto. The Council may override the Mayor's veto by a ~~two-thirds majority of the Council members~~ three-fourths majority or at least 5 of the Council members.

(E) *Reports to Council.* The Mayor shall make such oral or written reports to the Council at the first meeting of every month as required. These reports shall concern municipal affairs generally, the municipal departments and recommendations suitable for Council action.

(F) *Contracts.* The Mayor shall, whenever authorized by Council, sign contracts on behalf of the city.

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 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

City of Newton Council Report

**Item:**

First Consideration of An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa

Summary:

An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa

Financial Impact:

No financial impact as property removed from the North Central Urban Renewal Area is currently Tax Exempt

Report Number: 2023-306**Date:**

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

City Council approved a development agreement on February 20, 2023 between the City, Jasper County and Christensen Development 1, LLC. According to the terms of this agreement, the City of Newton agreed to remove the development property from the North Central Urban Renewal Area in 30 days so that Jasper County could begin the process of creating a new urban renewal area for the project. It is recommended to waive the 2nd and 3rd readings of this ordinance to remain in compliance with the development agreement.

Recommendation:

Staff recommends approval of the attached Ordinance to remove the development property from the North Central Urban Renewal Area.

Matt Muckler, City Administrator



March 13, 2023

Via Email

Matt Muckler
City Administrator/City Hall
Newton, IA

Re: North Central Urban Renewal Area Property Deletion
Our File No. 504612-51

Dear Matt:

Attached please find proceedings for the March 20th City Council meeting in connection with the deletion of certain property from the North Central Urban Renewal Area.

The first set of proceedings covers the adoption of a resolution deleting property from the North Central Urban Renewal Area.

The second set of proceedings covers the adoption of an ordinance deleting certain property from the TIF District for the North Central Urban Renewal Area. We have prepared the proceedings on the presumption that the City Council will waive the statutory requirement that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. This waiver requires the affirmative vote of not less than five of the six City Council members. If the Council does not choose to follow this procedure, we will provide substitute proceedings covering the separate considerations of the ordinance.

Once the ordinance has been finally adopted, it must be published, and copies must be filed with the County Auditor of Jasper County. Please print extra copies of the ordinance for publication and filing. Certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please call John Danos, Erin Regan, Severie Orngard or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Katrina Davis
Erin Chambers
Lisa Frasier

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE DELETING
PROPERTY FROM A TAX INCREMENT
FINANCING DISTRICT FOR THE
NORTH CENTRAL URBAN RENEWAL
AREA

504612-51

Newton, Iowa

March 20, 2023

The City Council of the City of Newton, Iowa, met on March 20, 2023 at 6:00 p.m., at the City of Newton Council Chambers, in the City.

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

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. ____

An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Newton, Iowa (the "City") previously enacted a certain ordinance providing for the division of taxes levied on taxable property in the North Central Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinance, a portion of the North Central Urban Renewal Area in the City was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

BE IT ENACTED by the City Council of the City of Newton, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the North Central Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"Deleted Property" shall mean the real property 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.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the North Central Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Newton, Iowa, on March 20, 2023.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

STATE OF IOWA

SS:

JASPER COUNTY

I, the undersigned, County Auditor of Jasper County, Iowa in the State of Iowa, do hereby certify that on the ____ day of _____, 2023, the City Clerk of the City of Newton, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on March 20, 2023, entitled: "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2023.

County Auditor

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that I caused to be published "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the North Central Urban Renewal Area of the City of Newton, Iowa, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

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

City of Newton Council Report

**Item:**

Resolution Deleting Property from the North Central Urban Renewal Area

Summary:

Resolution Deleting Property from the North Central Urban Renewal Area

Report Number: 2023-309**Date:**

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

No financial impact as property removed from the North Central Urban Renewal Area is Tax Exempt

Background:

City Council approved a development agreement on February 20, 2023 between the City, Jasper County and Christensen Development 1, LLC. According to the terms of this agreement, the City of Newton agreed to remove the development property from the North Central Urban Renewal Area in 30 days so that Jasper County could begin the process of creating a new urban renewal area for the project.

Recommendation:

Staff recommends approval of the attached Resolution to remove the development property from the North Central Urban Renewal Area.

Matt Muckler, City Administrator



March 13, 2023

Via Email

Matt Muckler
City Administrator/City Hall
Newton, IA

Re: North Central Urban Renewal Area Property Deletion
Our File No. 504612-51

Dear Matt:

Attached please find proceedings for the March 20th City Council meeting in connection with the deletion of certain property from the North Central Urban Renewal Area.

The first set of proceedings covers the adoption of a resolution deleting property from the North Central Urban Renewal Area.

The second set of proceedings covers the adoption of an ordinance deleting certain property from the TIF District for the North Central Urban Renewal Area. We have prepared the proceedings on the presumption that the City Council will waive the statutory requirement that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. This waiver requires the affirmative vote of not less than five of the six City Council members. If the Council does not choose to follow this procedure, we will provide substitute proceedings covering the separate considerations of the ordinance.

Once the ordinance has been finally adopted, it must be published, and copies must be filed with the County Auditor of Jasper County. Please print extra copies of the ordinance for publication and filing. Certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please call John Danos, Erin Regan, Severie Orngard or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Katrina Davis
Erin Chambers
Lisa Frasier

DELETING PROPERTY FROM URBAN
RENEWAL AREA

504612-51

Newton, Iowa

March 20, 2023

The City Council of the City of Newton, Iowa, met on March 20, 2023, at 6:00 p.m., at the City of Newton Council chambers, for the purpose of deleting property from the North Central Urban Renewal Area.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

Council Member _____ moved the adoption of the following resolution entitled “Resolution Deleting Property from the North Central Urban Renewal Area,” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO.2023-_____

Resolution Deleting Property from the North Central Urban Renewal Area

WHEREAS, the City of Newton, Iowa (the “City”), has previously established the North Central Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the “Property”) from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 20, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A
Description of
Property Deleted from the
North Central Urban Renewal Area
March 20, 2023

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.

City of Newton Council Report

**Item:**

Resolution Approving the Development Agreement between the City of Newton, Iowa and Revenant Capital, LLC and Joshua Gillespe for 901 North 6th Avenue East

Summary:

The development agreement holds the new buyer of 901 North 6th Avenue East responsible for completing the abandoned rehabilitation project. Upon execution of the agreement, the City of Newton will dismiss its 657A.10A case against the property.

Financial Impact:

None. (Cost savings for avoiding demolition.)

Report Number: 2023-291

Date:

March 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2021-145, City Council authorized the filing of a 657A.10A Abandoned Property petition against the property at 901 North 6th Avenue East against RC Homes, LLC. Through a separate case, Revenant Capital, LLC received a judgment against RC Homes, LLC, and thus, an interest in the property.

Revenant Capital, LLC has found a buyer for the property who intends to complete the abandoned rehabilitation project. The buyer is Joshua Gillespe.

The City's 657A case on the property clouds the title. The new buyer along with Revenant Capital have agreed to the terms found in the development agreement in exchange for the City dismissing the case.

The agreement stipulates that Mr. Gillespe will, within 3 months from the date the deed is recorded, building/trades permits shall be pulled and that the renovation project shall be completed within 1 year from the date the deed is recorded. If the buyer fails to meet these milestones, the City will re-file the abandonment case.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NEWTON, IOWA AND REVENANT CAPITAL,
LLC AND JOSHUA GILLESPE FOR 901 NORTH 6TH AVENUE EAST**

WHEREAS, there the property at 901 North 6th Avenue East is currently subject to an abandoned building litigation, *City of Newton, Iowa v. RC Homes, LLC, ET AL.*, EQCV122783, as authorized by City Council Resolution #2021-145;

WHEREAS, a Development Agreement has been prepared for the property at 901 North 6th Avenue East and has been signed by Thomas Jacobson, Revenant Capital, LLC and Joshua Gillespe;

WHEREAS, City Council has reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, the Development Agreement for 901 North 6th Avenue East is hereby approved and the Mayor is hereby authorized to sign said agreement.

PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement, including Exhibit A, is entered into between the City of Newton, Iowa (the “City”); Revenant Capital, LLC by its Member, Thomas Jacobsen (the “Seller”); and Joshua Gillespe (the “Buyer”), for the development of the property located at 901 N. 6th Avenue E., Newton, Iowa, (the “Property”) as of the 3 day of March, 2023.

Preamble

WHEREAS The Code of Iowa grants Cities the authority to enter into development agreements with private entities to provide for the proper development and use of real property; and

WHEREAS the property is currently subject to an abandoned building litigation being pursued by the City; and

WHEREAS the property was transferred to Revenant Capital, LLC by way of a Sheriff’s Deed, after the commencement of the abandoned building litigation and the placement of the property on Jasper County’s lis pendens docket; and

WHEREAS Revenant Capital, LLC wishes to sell the Property to Joshua Gillespe.

WHEREAS the City and the Buyer intend that the Property be developed and used for a single-family home; and

NOW THEREFORE, the parties hereto agree as follows:

A. Seller Agrees:

To sell the property to the buyer pursuant to the terms of their purchase agreement.

B. Buyer Agrees:

To have building permits pulled no later than three months of the recording date of the Deed transferring this property to him.

To have the house completed within one year from the date of the recording date of the Deed transferring this property to him.

FINAL completion is defined as the issuance of a Certificate of Occupancy by the City of Newton.

In the event not completed within this time frame, the City will file new abandonment legal action as to the new owner.

C. City’s Obligations

The City agrees to dismiss its Chapter 657A.10B action in the District Court of Jasper County, Case Number EQCV122783; subject to City Council's approval at next council meeting scheduled for March 20, 2023.

D. **Administrative Provisions**

1. This Agreement may not be amended or assigned by any party without the express written permission of the other parties. This is the entire agreement of the parties and is subject to city council approval.

2. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. The Buyer shall not assign this agreement without prior written consent of the City.

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

4. **Preamble.** All terms and definitions set forth in the Preamble of this Agreement shall apply and be binding as if set forth thereafter.

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

REVENANT CAPITAL, LLC

By: Thomas Jacobsen- Manager Revenant Capital, LLC
Thomas Jacobsen, Member
Seller

By: Joshua Gillespie
Joshua Gillespe
Buyer

CITY OF NEWTON, IOWA

By _____

Michael L. Hansen, Mayor

Attest:

Katrina Davis, City Clerk

EXHIBIT "A"

Real property located at 901 N. 6th Avenue E., Newton, Iowa

Legally described as:

Lot 21 in Long's Subdivision in the City of Newton, Jasper County, Iowa, as shown in Plat Book "B", at page 605 in the Office of the Recorder of said County.

City of Newton Council Report

**Item:**

Resolution Amending the Rental Housing Inspection Program Administrative Policy

Summary:

The Building Trades Board recommended amendments to the Rental Housing Inspection Program Administrative Policy covering the areas of nuisances, re-inspection by electronic means, and the landlord checklist.

Financial Impact:

None.

Report Number: 2023-293

Date:

March 20, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

On January 27, 2023 and February 10, 2023, the Newton Building Trades Board convened to review the City's Residential Rental Inspection Program. The Building Trades Board recommended some changes to the administrative policy as follows:

- Nuisance issues which are not within the building envelope (in other words, in the yard) are not noted violations which would trigger a residential reinspection.
 - The items will be forwarded to the Community Service Officers, and handled in the same manner as all other nuisances.
- Re-inspection by electronic means allowed only when there are no major violations and when a property has three or fewer minor violations meeting the following criteria:
 - Matters of element condition (Such as peeling paint, missing house numbers, broken cover plates, etc.)
 - Measurable repairs where the element and measurement tool can be viewed in the image (Such as distance between guards, stair risers, etc.)
 - Repairs that required a building or building trades permit and have been inspected by the City's Building Official
- Housekeeping edits to the document.

The Residential Rental Inspection Program Administrative Policy has been revised to reflect the recommendations of the Building Trades Board. In addition, the City has implemented the use of Image Trend Software for residential rental inspections in order to improve the program processes. This software will generate a report that will be provided to the landlord which includes photos and specific code references to any identified violations. The goal will be to provide this report via email by the next business day.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2023-_____

**RESOLUTION AMENDING THE RENTAL HOUSING INSPECTION
PROGRAM ADMINISTRATIVE POLICY**

WHEREAS, the Newton City Council approved the Rental Housing Inspection Program Administrative Policy in 2019; and

WHEREAS, the Newton Building Trades Board reviewed the Rental Housing Inspection Program Administrative Policy at their meetings on January 27, 2023 and February 10, 2023; and

WHEREAS, the Newton Building Trades Board recommended amendments to the Rental Housing Inspection Program Administrative Policy on matters found in the policy dealing with nuisance enforcement, re-inspection by electronic means, and the landlord checklist;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the Amended Rental Housing Inspection Program Administrative Policy is hereby adopted.

PASSED this _____ day of March, 2023.

APPROVED this _____ day of March, 2023.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



RESIDENTIAL RENTAL INSPECTION PROGRAM UPDATES FEBRUARY 2023

WHAT IS THE BUILDING TRADES BOARD?

- The Building Trades Board is a 5-member commission comprised of experts in codes, trades, building industries, and law.
- The BTB is both a recommending body and an appeals board.

COUNCIL ACTION NEEDED

- Updates to the Residential Rental Inspection Program Administrative Policy reflecting the recommendation of the Building Trades Board will need to be reviewed and approved by the Newton City Council.

BUILDING TRADES BOARD RECOMMENDATIONS

- No changes to the adopted codes.
- Landlords can file an appeal to BTB for unique circumstances
 - Appellants are not required to attend their appeal meeting in person.
- Nuisance items which are not within the building envelope (in other words, in the yard) are not noted violations necessitating a residential rental re-inspection.
 - These items will be sent to the Community Service Officers.
- Enhance the checklist provided to landlords.
 - The BTB noted that the list is a guide for landlords but is not all-inclusive.
- Re-inspection by electronic means allowed only when there are no major violations and when a property has **three or fewer** minor violations meeting these criteria:
 - Matters of element condition (such as peeling paint, house numbers, cover plates, etc.).
 - Measurable repairs where the element and measurement tool can be viewed (such as distance between guards, stair risers, etc.).
 - Repairs that required a building or trades permit and have been inspected by the City's Building Official.

ADMINISTRATIVE IMPROVEMENTS

- Inspection Report, generated through Image Trend Software, with photos and code references to be provided to landlord following an inspection (next business day).

CONTRACT SERVICE

- Iowa Inspections is under a three-year contract with the City of Newton, which the City Council most recently approved in January 2022.
- After each contract period, a new RFQ is issued, and firms are invited to submit proposals.
- In late 2021, three firms submitted a proposal (Iowa Inspections, Safe Buildings, Lambert Home Inspections).
- City Council selected Iowa Inspections as they had a lower fee schedule.

City of Newton

Rental Housing Inspection Program

Administration Policy

The Newton City Council passed Resolution Number **2019-177** on the **3rd** day of September, 2019, thus establishing a Rental Housing Inspection Program to be in effect on the **3rd** day of September, 2019. The purpose of this program is to provide safe and sanitary housing conditions for the residents of Newton by establishing minimum standards and regular inspections for all rental housing units in Newton.

The authorization to carry out this program is founded in the Newton Code of Ordinances: Title XV, Chapter 151, which authorizes inspections of rental properties in order to enforce regulations.

This policy outlines the administrative guidelines to implement and organize the program, and its latest revision was approved by the Newton City Council as Resolution Number _____ on _____. The Rental Housing Inspection Program is administered by the City of Newton Community Development Department with direction from the Community Development Director and City Planner.

DEFINITIONS:

The following definitions are to be used as a reference when reviewing this administration policy:

1. **DWELLING:** Any building which is wholly or partially used or intended to be used for living or sleeping by human occupants.
2. **DWELLING UNIT:** Any habitable building, room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking or eating meals. An efficiency unit falls under this definition.
3. **INSPECTOR:** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.
4. **MAJOR VIOLATION:** A violation of the rental housing code that if left as is would constitute an immediate threat to the life and/or safety of those living in the home (Examples could include: lack of or damaged water heater, boiler, or furnace flue; smoke detectors are missing, inoperable, or are improperly placed; storage of flammable liquids in a dwelling; electrical cords, wiring, or equipment that has begun to fail due to being overloaded or damaged).
5. **NO SHOW:** When the **OWNER** of the structure or any other responsible representative designated by the **OWNER** do not attend the scheduled inspection.
6. **OWNER:** Any person who, alone or jointly or severally with others: shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual **OWNER** shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the **OWNER**.
7. **OWNER'S REPRESENTATIVE:** Person who is appointed by a rental property owner to provide access to the owner's rental property. The representative must have keys for all portions of the rental property, must be authorized to act on behalf of the owner concerning compliance with the requirements of the Rental Housing Inspection Program, and must be at least 18 years of age.
8. **RENT:** Any form of payment, including but not limited to cash, services, or other valuable considerations, provided as a condition of occupying a dwelling not owned by the occupant.
9. **RENTAL PERMIT:** Every owner shall apply for and pay a permit fee for each dwelling unit. It can also be referred to as being "registered with the City of Newton."
10. **RENTAL UNIT:** One dwelling entity within a rental property. If a common area and facilities are provided in a dwelling for the use of the occupants of units therein, such common area and facilities shall constitute a part of each rental unit for the purpose of inspection and compliance with this Rental Housing Inspection Program.
11. **TENANT:** Person(s) or family occupying a dwelling or rental unit for rent.

REGISTRATION OF RENTAL PROPERTIES

All rental properties in the City of Newton shall be registered on an annual basis as outlined in the Newton Code of Ordinances: Title XV, Chapter 151. Annual registration shall be required to provide and ensure that the City has the most current contact information for the owner (and if applicable, management). At the time of registration, the owner or owner's designated representative shall be required to attest that the rental unit(s) meets building regulations identified in the Newton Code of Ordinances, as summarized in the Appendix B: Rental Housing Inspection Checklist. Rental permit renewals may be paid for 1, 2, or 3 years at a time. Additionally, by submitting a registration application with the City, the owner is granting consent to an inspection of the rental property by the inspector and/or the City for the purpose of determining compliance with this Rental Housing Inspection Program. Registration forms (Attached to this policy as Appendix A: Rental Housing Registration Form) shall be provided and records maintained by the City of Newton Community Development Department.

An annual per-rental-unit fee shall be paid by the owner or owner's representative at the time of registration. The fee shall be established according to the City-adopted fee schedule. All rental properties were divided into four "quadrants" of the City: Northwest, Northeast, Southeast, and Southwest. These quadrants were identified using 1st St as the North-to-South axis and 1st Ave as the East-to-West axis. The table below highlights the registration renewal deadlines for rentals throughout the City of Newton:

Quadrant:	Annual Registration Renewal Deadline:
Northwest	March 31
Northeast	June 30
Southeast	September 30
Southwest	December 31

The Community Development Department staff will monitor utility billing signups for rental properties and compare their known rental units and/or properties with those registered rental properties to ensure that accurate records are maintained in both areas. The owners of rental properties that are determined to be not registered with the City shall be contacted by certified letter, which will include instructions for registering their rental property. Property owners will have thirty (30) calendar days to register their rental property. Failure to do so shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Failure to Comply section.

The property owner shall be responsible for renewing rental registration annually. A Rental Housing Permit will be provided to the property owner or owner's representative at the time of registration. At which time, those properties may be subject to penalties described in the Failure to Comply section. Registration of any new and/or converted property or properties which change ownership shall be completed within thirty (30) days of such activity.

If a property's registration is not renewed, the City of Newton shall send a past due notice and reminder to the property owner by certified mail. Any rental unit or any property that is not yet paid within thirty (30) days of that notice will be considered non-compliant with this rental inspection program. A non-compliant property may have its rental permit revoked, have its occupancy discontinued pursuant to the Newton Code of Ordinances, and/or the owner may be prosecuted for municipal infractions, as described in the Newton Code of Ordinances and in the Failure to Comply section.

TRANSFER OF OWNERSHIP

Rental property that is transferred from one owner to another owner shall have thirty (30) calendar days in which to re-register the rental unit(s) or property under the new owner's name. No refund(s) shall be given to property owner(s) for a partial year's registration. A new owner of a rental property will not be required

to pay a second registration fee if the rental property is registered within thirty (30) calendar days of the transfer of ownership and the rental property is registered in their name.

RENTAL UNITS OUT OF SERVICE

When and if an owner has a desire to remove a rental unit or property from registration for a minimum of sixty (60) days, they may file with the City a written notice of the rental unit or property being taken out of service. While the unit remains out of service, the owner shall not rent or allow anyone to reside within the rental unit or property until such time as the unit is re-registered with the City of Newton. The written notice submitted to the City shall contain the following information:

- Property information: address, # of units vacant, etc.
- Reason for the request – e.g., vacated for renovation, intent to sell, now owner-occupied, etc.
- Date by which the property will be vacant, if not already (to be confirmed with Newton Utilities)
- Signature of owner and date of notice

If and when the rental unit or property is re-registered with the City, the owner shall pay a new rental registration fee and the property shall be inspected within sixty (60) calendar days of being re-registered. If the dwelling remains vacant for a period of more than 180 days, it must be registered as a vacant building with the City.

INSPECTIONS

The standard schedule for the inspection of all rental properties shall be once every three (3) years*. As an incentive for compliant owners, defined as properties that pass the first inspection – with no noted concerns from the inspector – will require inspection in four years in lieu of three. For properties that fail the initial inspection but pass the first re-inspection, those properties will move to the standard inspection schedule (one inspection every three years). Rental properties that require more than two re-inspections before passing will need to be inspected every year until they pass on their first inspection at which time they will move to the standard inspection schedule.

*Any property that has never been inspected or is newly registered with the City will require inspection within sixty (60) days of the property being registered with the City. Subsequent inspection shall be in accordance with the standard scheduling process previously outlined.

On a rotating basis, a random group of rental properties will be selected and inspections will be required. Community Development Department staff will be responsible for notifying property owners of the timeframe in which they are required to schedule an inspection. Staff shall initiate an inspection by sending written notices notifying the owner that it is time to schedule an inspection for their rental properties. Printed notices will be sent via US Mail for the initial notice. If the inspection is not completed by the specific deadline provided, staff will then contact the owner/owner's representative by email and/or by phone. It is the owner/owner's representative's responsibility to contact the Inspector to schedule the inspection(s). Failure to complete the inspection by the provided deadline shall be considered a violation of this program. The City shall not be responsible for late or misdirected notifications, either by US Mail or by email.

Owners (or representatives) may elect to schedule an inspection at any time before the City-determined time for inspection. Upon passing this elective inspection, the property will then be placed on the appropriate inspection schedule. The inspector will not perform an inspection if the tenant has not been notified of the inspection by the owner or owner's representative, if the owner or owner's representative does not show up for the inspection ("No Show"), or if the owner's representative is not at least 18 years of age.

Properties will **NOT** be inspected as a part of a contingency for a real estate sales transaction.

The “Inspection Notice” shall consist of the following items:

- Date by which the inspection must be completed;
- Address of property to be inspected including number of unit(s) to be inspected;
- Contact information for the Rental Inspector;
- Instructions for locating additional information pertaining to the Rental Inspection Program such as the Rental Inspection Checklist (Appendix B); and
- Contact information for city staff, if applicable.

If necessary, re-inspections shall be scheduled after the initial inspection by the owner or owner’s representative. The inspector shall document all inspections and provide a written report immediately after each inspection to the owner/owner’s representative and to the Community Development Department.

The property owner will pay for the inspection at the time it is conducted. If the inspection is conducted by a contracted entity, the owner/owner’s representative shall pay the inspector directly for the inspection at the time of inspection. Inspection fees will be established in accordance with the adopted fee schedule and, if relevant, the approved contract with the contracted entity.

The inspector shall conduct the inspection in-person and shall visually inspect all exterior and interior spaces of the rental property. The inspector shall inspect all sides of the exterior structure and the grounds of the property. The inspector shall inspect every room in the rental property. The inspection shall be focused on building regulations identified in the Newton Code of Ordinances, as summarized in the Rental Housing Inspection Checklist (Appendix B). A rental property is considered to have “passed” the inspection once the inspector completes an inspection, finds no violations (or three or fewer violations that do not pose an immediate threat to life safety), and submits their approval to update the Rental Permit accordingly. The completed and signed Rental Permit will remain on file in the Community Development Department. A digital copy of the completed form may be provided to the property owner or owner’s representative, if requested. If said updated Rental Permit is not requested after the passing inspection, the updated Rental Permit will be sent after the next scheduled renewal.

It is the inspector’s responsibility to determine if a particular violation constitutes a major violation. If one or more major violations – summarized, but not limited to, the list below – is found, the inspector may deem the rental property or rental unit uninhabitable until corrections are made and a re-inspection has been completed. This may involve a revocation of the Rental Occupancy Permit and a requirement to immediately vacate the rental property and/or rental unit(s).

MAJOR VIOLATIONS:

1. Smoke detectors and carbon monoxide detectors (if applicable) that are missing, inoperable, or are improperly placed.
2. Storage of flammable liquids in a dwelling.
3. Fuel fired equipment with missing or inoperable flues.
4. Electrical cords or wiring that shows signs of failure.
5. Inoperable heating system during winter months, generally considered between November and March.
6. Other life safety issues or items as determined by the designated inspector.

If the above items are not corrected prior to re-inspection, the property shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Failure to Comply section. Or, the inspector may deem the rental property or rental unit uninhabitable and immediate vacation of the rental property and/or rental unit(s) may be required until corrections are made and a re-inspection has been completed and passed, in accordance with the Newton Code of Ordinances.

MINOR VIOLATIONS REQUIRING SIXTY (60) DAY REINSPECTION:

All other violations shall be corrected within sixty (60) calendar days of the original inspection. If the violations are not corrected prior to re-inspection due to whatever reason, the owner or owner's representative may request an extension from city staff. City staff is authorized to extend the re-inspection deadline another 60 days only one time. After 120 days from the initial inspection, the re-inspection must be completed. If not completed by this new deadline, the property shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Failure to Comply section. This may include the revocation of the rental permit and the immediate vacation of the rental property and/or rental unit(s).

(a). **Re-Inspections by Electronic Means.** In instances where a rental property has been found to have three (3) or fewer minor violations with no major violations and each of those violations can meet the following criteria, a re-inspection by electronic means, without charge of a re-inspection fee, may be accepted by the inspector.

(b). **Criteria for Re-Inspection by Electronic Means.** Issues that are either defined as Major Violations, require in-person testing or operation by the inspector, or are related to structural deficiencies are not eligible for re-inspection by electronic means.

Only issues that are related to the condition or appearance of an element and those that can be easily conveyed to the inspector by electronic means are eligible. These issues include:

1. Matters of element condition such as visible house numbers, cover plates, light domes, remediated peeling paint, missing hardware, and the like.
2. Measurable repairs requiring only a ruler or measuring tape and where the measurement tool and the repaired element can be clearly viewed such as distance between guards, stair riser, smoke detector placement distance to ceiling, distance of window to floor for proper egress (step), and the like.
3. Repairs that required a building or trades permit from the City of Newton and were inspected by the City of Newton Building Official.

Nuisance Code matters for items found in Chapter 94 of the Newton City Code that are not part of the building(s) on the property shall be addressed by the Newton Community Services Officers. The inspector shall inform the owner/owner's representative about the issues at the time of inspection, but nuisance issues shall be recommendations rather than noted violations. Immediately after the inspection, the inspector shall then forward all exterior nuisance-related issues to city staff who will then submit a request to the Code Enforcement Division thereafter.

NO SHOWS

The inspector shall meet the owner or the owner's representative at the agreed upon date, time, and location. The property owner shall be assessed a \$50 "No Show" fee for each time the owner or owner's representative fails to be present at a scheduled inspection.

Consideration will be given to property owners who contact the Inspector a minimum of two (2) business days **prior to the date of the inspection** to reschedule a rental inspection due to an unexpected conflict and/or the inability to get a contractor onsite to correct the violations. **This shall not apply to the violations defined as major violations above.** If a rental inspection is rescheduled more than once, a \$50 "No Show" fee will be assessed to the property owner for each rescheduling.

The inspector will not perform an inspection if the tenant has not been notified, if the owner or owner's representative does not show up for the inspection, or if the owner's representative is not at least 18 years of age. In each of these cases, a \$50 "No Show" fee will be assessed to the property owner.

TENANT COMPLAINTS

Only current tenants of a rental property or unit(s) may file complaints of violation regarding a rental housing property. Complaints shall be made in writing using the Rental Housing Complaint Form (Appendix D) and delivered to the Community Development Department. Inspections based on a complaint will not be conducted if the Rental Property Complaint Form is not completed.

At the time the complaint is made, City staff will ask the tenant for any other type of documentation s/he may have. The tenant shall be required to certify s/he has registered a complaint with the owner or owner's representative at least fourteen (14) days prior to filing the complaint with the City, unless the complaint is regarding a major violation. For example, any pictures of damages or correspondence (letters/emails) sent to or received from the landlord. The tenant will be advised that the property owner will be notified regarding the complaint and a determination will be made on the validity and severity of the complaint and if an inspection is warranted. City staff will consult with the rental inspector to make a determination as to whether or not a complaint falls under the purview of this Rental Housing Inspection Program and if an immediate inspection is necessary. City staff will contact the owner (and if appropriate, the owner's representative) by phone within two (2) business days after a complaint is submitted.

If the complaint is regarding an item not covered by the Rental Housing Inspection Program, the tenant shall be informed of such and no further action shall be taken.

However, if a complaint is indeed within the purview of this program, a rental inspection notice requiring immediate inspection shall be mailed to the owner within seven (7) business days of the complaint. If violations exist at the time of the inspection, the inspector will document utilizing the same procedures as if a normally-scheduled inspection was performed. The tenant will be contacted regarding the outcome of the inspection. The inspection report shall be made available to the tenant upon request.

Any complaint that requires an on-site inspection shall have an associated re-inspection fee. If the complaint is found to have merit and violations are found at the rental property, the property owner will be responsible for paying the re-inspection fee directly to the inspector and resolving the founded violations. If the complaint is found to have no merit and violations are not found at the rental property, the City of Newton will be responsible for paying the re-inspection fee. The City of Newton Community Development Department shall maintain the record of each complaint and the outcome of the complaint as a part of the rental program.

APPEALS

The Building Trades Board, as defined in the Newton Code of Ordinances, shall serve as the appeals board.

An owner or owner's representative of a property who decides to file an appeal regarding a notice of violation of their rental property or unit(s) shall complete an appeal form provided by the City of Newton (Appendix C). This appeal must be filed with the Community Development Department within sixty (60) days of the initial inspection. The Building Trades Board shall then schedule a hearing within thirty (30) days. City staff shall compile information related to the inspection and/or identified violation. At the Building Trades Board hearing, City staff or their representative shall present evidence of the violation and the rental property owner will be provided an opportunity to state his/her perspective on the need to reconsider the final decision. The Building Trades Board shall provide a ruling within ten (10) days after the hearing. If the owner is not satisfied with the ruling, the owner may file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the Board's decision. If the decision of the Board is not appealed, it shall become final.

FAILURE TO COMPLY

Rental properties and/or rental units that fail to comply with the Rental Housing Inspection Program shall be referred to the Rental Program Administrator and City Attorney for prosecution as a municipal infraction. Failure to comply with this program, including but not limited to failure to register a property, may result in a penalty fee, the revocation of a rental permit, and/or a requirement to vacate the property.

ANNUAL REPORT

The City of Newton Community Development Department shall provide an annual report to the Newton City Council. The report shall provide data on the number of rental housing units in the City and the frequency and type of violations that have been found in the previous year. The report shall be prepared near the end of each calendar year – beginning in 2020.

Community Development Department
403 W. 4th St. N., Ste. 501
Newton, IA 50208
641-792-6622
www.newtongov.org

Rental Housing Inspection Program Administrative Policy – Appendix A:

Rental Housing Registration Form

DATE: _____

PROPERTY ADDRESS: _____
(If multiple addresses: please include on the back or attach)

TOTAL NO. OF UNITS: _____

OWNER NAME: _____

OWNER ADDRESS: _____
Street City State Zip

TELEPHONE: (HOME) _____ **(WORK)** _____

E-MAIL: _____

SECONDARY CONTACT IF APPLICABLE (MANAGER / REPRESENTATIVE)

NAME: _____

TELEPHONE: _____

E-MAIL: _____

OWNER OR SECONDARY CONTACT MUST BE AVAILABLE IN CASE OF EMERGENCY

I hereby apply for a City of Newton Rental Housing Occupancy Permit for the above-described property. I understand that the issuance of a permit does not imply that the above rental dwelling complies with the requirements of the City of Newton Minimum Rental Housing Code and that the permit may be revoked if, after inspection, it is found that the unit/dwelling does not substantially comply with the provisions of the Housing Code. I agree to notify the Newton Community Development Department within Thirty (30) days of any change in address, phone number or secondary contact information.

DATE: _____ **SIGNATURE:** _____

Total units _____ **x \$15.00 =** _____

OR pay online at www.newtongov.org/rentalpermitfee

Make checks payable to: City of Newton
403 W. 4th St. N., Suite 501, Newton, Iowa 50208

Community Development Department
403 W. 4th St. N., Ste. 501
Newton, IA 50208
641-792-6622
www.newtongov.org

City of Newton

Rental Inspection Checklist

All rental properties within the City of Newton must be regularly inspected according to the schedule in the Administrative Policy. The checklist below is a simplified summary of items that will be inspected during the inspection process. This document should be understood as general guidance to the Rental Housing Inspection Program and should not be construed as a legally binding code. More information and references can be reviewed within the Newton Municipal Code Chapter 151: Minimum Rental Housing Code and/or additional information can be requested from the Community Development Department.

ADMINISTRATIVE COMPLIANCE

- ☐ Property owner applies for minimum rental housing occupancy permit for each dwelling unit before tenants can be allowed.
- ☐ Ownership (and, if applicable, management) contact information clearly identified on the application.
- ☐ Rental Housing Permit applied for and renewed each year.
- ☐ Registration and permit fees paid and addressed to "City of Newton."
- ☐ Inspection conducted once every three years for properties (landlord submits payment directly to inspector).
- ☐ Contact information posted visibly on site.

EXTERIOR AREAS/STRUCTURE

- ☐ Property has address number(s) clearly visible from the street.
- ☐ Roof and walls not deteriorated and don't have paint peeling in excess of 50% of the exterior surfaces for the entire structure.
- ☐ Accessory building(s) and fence(s) are in acceptable condition (i.e., structurally sound and in good repair, capable of withstanding imposing wind and snow loads; no visible leaning or broken/missing pickets).
- ☐ Doors are operable and locks are functional. Sleeping areas should have doors latchable or lockable from within for privacy and safety. Latches or locks should be of the type to permit swift emergency exit in accordance with the International Fire Code.
- ☐ Windows and skylights are operable and undamaged. No torn screens or broken windowpanes.
- ☐ Chimneys appear to be structurally safe and undamaged.

- ☐ Foundation appears to be in adequate and in good repair
- ☐ Property does not have broken, rotten, split, or buckled walls.
- ☐ Stairways, porches, decks, and balconies have flooring, supports, and handrails in acceptable condition (i.e., structurally sound - firmly fastened and properly anchored, capable of supporting all nominal loads and resisting load effects; a 4-inch sphere should not be able to pass between guards on open side, etc.).
- ☐ Site appears to have adequate grading and drainage.
- ☐ Known cisterns, wells, or other hazards are fenced, covered, or filled.
- ☐ Property is not overgrown with weeds or brush. Yard is properly mowed.
- ☐ Property does not have an accumulation of garbage, junk, rubbish, or debris (e.g., paper, plastics, metals, boxes, dead organic matter, etc.).
- ☐ Property is not providing habitation for rodents, wild animals, or other vermin.
- ☐ Property doesn't have illegal vehicles on site.
- ☐ Property does not have unsafe storage and/or an excessive accumulation of combustible materials or conditions that constitute fire, health, or safety hazards. Required clearances to combustible materials shall be maintained.
- ☐ If the property has guttering, it is in a safe and acceptable condition (e.g., free from obstructions, no leaks, discharged in a manner that does not create a public nuisance, etc.).

INTERIOR AREAS/STRUCTURE

- Walls, ceilings, and floors are structurally sound and in acceptable condition. No splitting, sagging, leaning, or buckling due to defective material or deterioration.
- The building is maintained in a safe and sanitary manner (e.g., surfaces are kept reasonably clean and free from dirt or greasy film; insects, rodents, or other pests on the premises are not evident; rubbish, garbage, and any other organic waste is properly disposed of or stored in appropriate facilities or containers).
- The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner (e.g., adequate counter and appliances, facilities for temporary storage of food wastes and garbage are maintained in sanitary condition, no missing or broken cabinet doors, etc.).
- All stairs are in acceptable condition. All stairs must have handrails and balusters or similar feature(s) that prevents a fall hazard from the open-side (e.g., guards required if more than 30 inches above floor/grade; a 4-inch sphere should not be able to pass between guards on open side, etc.).
- Handrails are firmly fastened and in acceptable condition for all stairs (i.e., firmly fastened and properly anchored, capable of supporting all nominal loads and resisting load effects).
- All habitable rooms are provided with adequate electrical service for proper illumination. Natural light is provided in all habitable rooms.
- Every door and window, to include all hardware associated with every door and window, shall be maintained in good and functional condition and shall be capable of providing privacy.
- There is adequate ventilation and no signs of leakage or mold inside.
- The carpet is not excessively ripped or torn creating a possible trip hazard.
- There is no evidence of mice or rodents.

PLUMBING

- Rental unit has use of functioning kitchen sink, toilet, and bathtub or shower.
- All applicable fixtures have hot and cold water and are connected to sanitary sewer system with proper clearance for usage and cleaning.
- Every plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.
- Bathrooms provide adequate privacy and ventilation for users.

ELECTRICAL/MECHANICAL

- Electrical service is properly maintained and is sufficient to support the electrical usage.
- Adequate clearance for service is provided on the control side of all HVAC and utility appliances.
- Each unit has heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms and bathrooms. Cooking appliances and portable heating units shall not be used to provide heating to meet requirement.
- All electrical equipment, wiring, lighting, and appliances are properly installed and maintained in a safe and approved manner. No unsafe, exposed wiring is in the living area.
- No temporary wiring or extension cords shall be used to connect portable electric fixtures to convenience outlets.
- Electrical panels are accessible, clearly marked, and circuits are properly labeled.
- All necessary electrical equipment is properly installed (e.g., knockouts, clamps, connectors, wiring, conductors, fittings, apparatus, devices, appliances, fixtures, signs or parts thereof).
- Fuel-fired equipment has appropriate and functioning flues and shutoff valves.
- Every habitable room and every bathroom contains at least one (1) properly installed electrical outlet.
- Every laundry room contains at least one (1) grounded-type receptacle or a ground-fault circuit interrupter (GFCI).
- Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
- Clothes dryers shall be exhausted/vented in accordance with the manufacturer's instructions and shall be independent of all other systems.
- There are cover plates on all outlets, switches, and junction boxes.
- GFCI outlets installed for all outlets within six (6) feet of a water source.
- Water heaters have a properly installed pressure relief valve (PRV) with the discharge pipe reaching to within six inches of the floor.

FIRE SAFETY REQUIREMENTS

- ☐ Place one smoke alarm in each sleeping room. Place one smoke alarm immediately outside of sleep areas (e.g., hallway). Place at least one smoke alarm on each floor, including the basement.
 - ☐ Each unit has an appropriately-sized, ABC-rated fire extinguisher.
 - For single-family properties, one properly maintained fire extinguisher, with a minimum size of 1-A 5-BC, must be present within the home.
 - For multi-family properties, there must be a minimum 2-A 10-BC extinguisher – checked and tagged by a qualified service person annually – located within 75 feet of each unit's main entrance with a minimum of one (1) per floor or within each unit.
 - ☐ Place one carbon monoxide detector immediately outside of each separate sleeping area in the immediate vicinity of the bedrooms (e.g., hallway). There must be at least one carbon monoxide detector on each floor, including the basement (Only applies to properties with a potential carbon monoxide source).
 - ☐ Fire alarm and suppression systems properly installed and operational where required.
 - ☐ Two clear and passable egress routes exist for each floor above the first floor. Exit signs are in working condition.
 - ☐ Except for a sleeping room on the first story or below grade, neither means of egress shall consist solely of a window approved for emergency escape or rescue.
 - ☐ All sleeping rooms have safe and appropriate access to a functioning window for egress. Sleeping rooms are prohibited in basements without an appropriate secondary egress route such as an approved egress window and well.
 - ☐ All egress doors and windows are operable from the inside without the need for keys, special knowledge, or effort.
 - ☐ All fire resistance rating of walls, fire stops, floors, and doors, etc. are properly maintained.
-

Rental property owners or managers reviewing this checklist may be curious about what items are most commonly noted as violations during rental inspections. The list below is meant to summarize the violations that have been identified the most frequently in Newton rental units. Similar to the inspection checklist above, this is not meant to be an all-encompassing list, but it should serve as another helpful tool to ensure a property passes the initial inspection.

- ☐ **Fire Safety** --- inadequate number of or improper placement of smoke and CO detectors, missing fire extinguisher, blocked egress routes, etc.
- ☐ **Electrical-related issues** --- outlet(s) within 6 feet of water source not GFI, missing electrical panel knockouts or labels, missing outlet/switch covers or junction boxes, exposed wiring, etc.
- ☐ **Fall hazards** --- anything 30 inches above the floor/grade shall have guards; handrail needed if 4+ risers; a 4-inch sphere should not be able to pass between guards on open side, etc.
- ☐ **Major appliance issue** --- missing/improper installation/malfunction of water heater, water heater discharge pipe, dryer exhaust/vent, furnace, bathroom ventilation, etc.
- ☐ **Windows** --- Broken, cracked, inoperable, or blocked (egress) window



Newton

Community Development Department
403 W. 4th St. N., Ste. 501
Newton, IA 50208
641-792-6622
www.newtongov.org

Rental Housing Inspection Appeal Form

DATE APPEAL FILED: _____

PROPERTY ADDRESS (+UNIT #): _____

PROPERTY OWNER NAME: _____

OWNER PHONE # + EMAIL: _____

REPRESENTATIVE NAME: _____

REP. PHONE # + EMAIL: _____

- Is the property currently occupied and / or rented?
 - Please circle: **(Y / N)**
- Date last inspected: _____

Violation Being Appealed – Please describe the violation noted by the inspector and your reasons for appealing the inspector’s interpretation of the Newton Code of Ordinances. Please attach any additional documents, such as pictures or independent reviews.

.....

.....
I understand that this appeal will be sent to the City of Newton Building Trades Board for a ruling. I understand that I am expected to comply with this ruling. If I am unsatisfied with this ruling, I can file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the Board’s decision. These hearings and rulings are not intended to debate changes to the Newton Code of Ordinances, but rather to provide a ruling or interpretation of existing code.

SIGNATURE: _____

Official Use Only
Appeal Received By: _____
Building and Trades Board Appeals Hearing Date: _____
Building and Trade Board Appeals Ruling – Circle one: <u> (Overturned / Upheld) </u>



Rental Housing Complaint Form

Community Development Department
403 W. 4th St. N., Ste. 501
Newton, IA 50208
641-792-6622
www.newtongov.org

Only current tenants of a rental property/unit may file a complaint regarding a rental housing property using this form.

TENANT NAME: _____ DATE: _____

PHONE NUMBER: _____

PROPERTY ADDRESS (please include unit #): _____

OWNER/MANAGER NAME: _____

OWNER ADDRESS: _____

Street

City

State

Zip

TELEPHONE: (HOME) _____ (WORK) _____

E-MAIL: _____

- Do you currently live at this residence?
 - Please circle: (Y / N)
- Did you register a complaint with your landlord at least 14 days prior to this?
 - Please circle: (Y / N)

DATE FILED: _____

Description of Complaint – Please describe the complaint in full detail including dates and times if appropriate. Continue complaint on back of this form if additional space is needed.

Please attach any additional information, such as pictures displaying problems, communications with the owner/manager prior to this complaint, and/or any other supporting information.

I understand that by filing this complaint that the City of Newton will make contact with the property owner or owner's representative to investigate the problem. I also understand that the City will only investigate complaints that are from the current tenants of the property and that the name of reporting tenant is public information and will be released to the owner at the time of notice. The City will make contact with the owner or owner's representative within two (2) business days of the date this complaint is received. I understand that there are some items in which the City may not be able to assist and that in those cases the City will notify me using the contact information provided above.

SIGNATURE: _____

Official Use Only

Complaint Received By: _____

\$75 Inspection Fee Collected? (Y / N)

Owner Notified Date: _____

Inspection Conducted? (Y / N)

Inspection Date: _____

Violations Found? (Y / N)

Inspector Assigned: _____

Deposit Returned / Fee Collected? (Y / N)

City of Newton Council Report

**Item:**

Resolution approving a Bond Purchase Agreement for the Sale of General Obligation Corporate Purpose Bonds, Series 2023A

Summary:

Resolution approving a Bond Purchase Agreement for the Sale of General Obligation Corporate Purpose Bonds, Series 2023A

Financial Impact:

Approval of the Bond Purchase Agreement, with final action on the 2023A bonds at the April 3, 2023 City Council meeting

Report Number: 2023-305**Date:**

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council held a public hearing on March 6, 2023 in regards to the issuing of the 2023A General Obligation Corporate Purpose Bonds in the amount not to exceed \$4,655,000. The approval of a bond purchase agreement is the next step in the bonding process.

The projects included in the 2023A are listed below and consistent with the proposed CIP and FY24 proposed Budget:

• Police Vehicles	\$ 200,000
• Police Equipment	\$ 60,000
• Fire Vehicle	\$ 65,000
• D&D Program	\$ 150,000
• Airport Parallel Taxiway	\$ 115,000
• Skid Loader	\$ 35,000
• W 6 th St S Reconstruction	\$ 520,000
• Engineering Vehicle	\$ 42,000
• Cemetery Expansion	\$ 15,000
• Downtown Street Improvements (TIF)	\$ 1,340,000
• Downtown Park (TIF)	\$ 225,000
• Administration Servers	\$ 10,000
• Library Roof	\$ 35,000
• City Center Window Replacement	\$ 30,000
• Public Works Wash Bay Project	\$ 200,000
• Park Assessment Study	\$ 16,000
• Park Shop Equipment Upgrades	\$ 14,000
• Park Bond - Golf Clubhouse	\$ 900,000
• Park Bond - Sunset Dog park	\$ 50,000
• Park Bond - Pickleball Courts	\$ 400,000
• Park Bond - Maytag Pool Play Features	\$ 250,000

Recommendation:

Staff recommends approval of a Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2023A.

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

March 14, 2023

Via Email

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2023A
Our File No. 504612-53

Dear Matt:

We have prepared and attach updated proceedings related to the action to be taken on the approval of a bond purchase agreement for the General Obligation Corporate Purpose Bonds, Series 2023A at the March 20, 2023 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the resolution providing for the approval of a bond purchase agreement with D.A. Davidson & Co.
2. Attestation Certificate attesting to the validity of the transcript.

Please take the time to review the proposed Bond Purchase Agreement which we have drafted and contact me to discuss as needed.

As these proceedings are completed, please return on fully executed copy to our office.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Katrina Davis
Lisa Frasier
D.A. Davidson & Co.
BOKF, NA
James Smith/Jennifer Block

MINUTES FOR MEETING TO
AUTHORIZE BOND PURCHASE
AGREEMENT

504612-53

Newton, Iowa

March 20, 2023

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

The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2023-_____

Resolution approving Bond Purchase Agreement for the sale of General Obligation
Corporate Purpose Bonds, Series 2023A

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 proposed 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, and has published notice of the proposed action and has held a hearing thereon on March 6, 2023; 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, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 6, 2023, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; 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, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 6, 2023, no petition had been filed with the City asking

that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Loan Agreements into a single loan agreement (the “Loan Agreement”) and to issue General Obligation Corporate Purpose Bonds, Series 2023A (the “Bonds”) in evidence of its obligations thereunder; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the Bonds in evidence of the obligations of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co. (the “Underwriter”); and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to the City Council. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on April 3, 2023.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 20, 2023.

Mayor

Attest:

City Clerk

• • • •

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

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a bond purchase agreement for certain Bonds, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

City of Newton Council Report

**Item:**

Resolution moving medical insurance coverage from fully insured to self-insured

Summary:

Move medical insurance coverage from fully insured to a self-insured coverage

Financial Impact:

Expected savings of \$441,268 or -20.92% below current. Worst case scenario would be \$1,958,899 or -7.15% below current spend

Report Number: 2023-319**Date:**

March 20, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

The City's insurance renewals run from July 1 to June 30th each year. Our current carrier is Wellmark BCBS. The renewal premium for the upcoming plan year (7/1/23-6/30/2024) is estimated at \$2,051,643 a decrease of about 2.76%.

Given the city's favorable claims performance and current demographics, we are exploring self-funding. The benefits and processes for the employees would stay the same.

Wellmark BC/BS's self-funded quote matching current benefits has an expected savings of \$441,268 or -20.92% below current. If the city does have a bad year from a claims standpoint, the worst case scenario would be \$1,958,899 or -7.15% below current spend. This includes fixed costs of \$507,071 and expected claims of \$1,161,454. The maximum claims the city could be liable for are \$1,451,828.

Recommendation:

Is to move medical insurance coverage from fully insured to self-insured coverage.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION MOVING MEDICAL INSURANCE COVERAGE FROM
FULLY INSURED TO SELF-INSURED**

WHEREAS, The City’s insurance renewals run from July 1 to June 30th each year. Our current carrier is Wellmark BCBS. The renewal premium for the upcoming plan year (7/1/23-6/30/2024) is estimated at \$2,051,643 a decrease of about 2.76%; and

WHEREAS, given the city’s favorable claims performance and current demographics, we are exploring self-funding. The benefits and processes for the employees would stay the same; and

WHEREAS, Wellmark BC/BS’s self-funded quote matching current benefits has an expected savings of \$441,268 or -20.92% below current. If the city does have a bad year from a claims standpoint, the worst case scenario would be \$1,958,899 or -7.15% below current spend. This includes fixed costs of \$507,071 and expected claims of \$1,161,454. Maximum claims the city could be liable for are \$1,451,828.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that it is hereby adopted and approved to move medical insurance coverage from fully insured to a self-insured coverage.

PASSED this _____ day of March 2023.

APPROVED this _____ day of March 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING SALARY INCREASE FOR
CITY ADMINISTRATOR**

WHEREAS, the City Council met on March 6, 2023 to discuss the City Administrator's annual review; and

WHEREAS, the City Council has determined a _____% salary increase in lieu of the July 1, 2022 cost of living increase for the City Administrator from a present base salary of \$142,836 to _____ starting on the anniversary date of March 27, 2023; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that a salary increase for the City Administrator of _____%, as set forth above, is approved, effective March 27, 2023.

PASSED this _____ day of March 2023.

APPROVED this _____ day of March 2023.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk