

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S. or via Zoom
(<https://us02web.zoom.us/j/83564044015>), Join zoom via
phone: (call 312-626-6799 & enter ID # 83564044015),
Mediacom Channels: 12/85/121.12, Website Streaming:
Newtongov.org / I want to “view” Livestream of City Council
Meetings.

October 04, 2021 6:00 p.m.
Newton, Iowa 50208

You can participate in the meeting or you can comment on an agenda item by joining the Zoom meeting and raising your hand to be recognized (must remain on mute until recognized/via phone dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment), submitting via email to cityofnewton@newtongov.org before 5:00 PM the day of the meeting.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamation | 2. Fire Prevention Week - October 3-9, 2021 |
| Presentation | 3. Housing Advisory Group – Jennifer Cook & Bev Price, Co-Chairs, Citizen Housing Discussion Group |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City polices or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 5. September 20, 2021 Regular City Council Meeting Minutes
6. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-07). (Council Report 21-254)
7. Resolution approving a 28E agreement with the State of Iowa Alcoholic Beverage Division Supporting the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY21. (Council Report 21-255)
8. Resolution awarding the purchase and installation of Stryker power cots and power loads. (Council Report 21-256)
9. Resolution accepting completion of the Newton Parks Baseball Infield Improvements Project. (Council Report 21-257)
10. Resolution directing sidewalk repairs at 217 N 2nd Ave W. (Council Report 21-258)
11. Approve Bills |

Public Hearing

12. Public hearing on a Resolution accepting purchase and redevelopment proposal for property at 521 South 4th Avenue West in Newton, Iowa. (Council Report 21-259)
 - The City agreed to sell the subject property to Greater Des Moines Habitat for Humanity earlier this year. An error was discovered in the legal description, necessitating a second public hearing, new publication of notice, and resolution to approve.
 - No new or additional offers have been received, and this resolution approves the amended purchase and redevelopment agreement.
13. Resolution accepting purchase and redevelopment proposal for property at 521 South 4th Avenue West in Newton, Iowa. (Council Report 21-259)
14. Public hearing on a Resolution accepting purchase and a redevelopment agreement for 900 South 5th Avenue East & 1106 South 5th Avenue East in Newton, and a Resolution accepting purchase and redevelopment agreement for 200 East 8th Street North. (Council Report 21-260)
 - In order to sell the properties, City Council must hold a public hearing before passing resolutions to accept the sale of the properties.
 - Golden Hammer Contractors (DBA Golden Hammer Homes) has offered \$10,000 for the two lots located at 900 and 1106 South 5th Avenue East with a commitment to construct two new single family homes.
 - Mahaska Communication Group, LLC (MCG) has offered \$2,000 for the lot at 200 East 8th Street North for the purpose of erecting an electronics hut on the industrially zoned lot for their broadband expansion into Newton.
15. Resolution accepting purchase and a redevelopment agreement for 900 South 5th Avenue East & 1106 South 5th Avenue East in Newton. (Council Report 21-260)
16. Resolution accepting purchase and redevelopment agreement for 200 East 8th Street North. (Council Report 21-260)

Ordinances

17. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 15th St S. (Council Report 21-250)
 - The City received safety concerns regarding street parking in the 600-700 blk. of E 15th St S. This street is 25ft wide and is not wide enough to safely accommodate parking on both sides of the street.
 - The Traffic Safety Committee reviewed the situation and recommends restricting parking on the west side of the street. Surveys were sent to adjacent property owners with 7 residents being in favor of the proposed changes and 1 opposed.
18. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 14th St S. (Council Report 21-251)
 - The City received safety concerns regarding street parking in the 600-700 blk. of E 14th St S. This street is 25ft wide and is not wide enough to safely accommodate parking on both sides of the street.

- The Traffic Safety Committee reviewed the situation and recommends restricting parking on the east side of the street. Surveys were sent to adjacent property owners with 3 residents being in favor of the proposed changes and 5 opposed.
19. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1200-1400 blk. of S 6th Ave E. (Council Report 21-252)
 - The City received safety concerns regarding street parking in the 1200-1500 blk. of S 6th Ave E. This street is 25ft wide and is not wide enough to safely accommodate parking on both sides of the street.
 - The Traffic Safety Committee reviewed the situation and recommends restricting parking on the south side of the street. Surveys were sent to adjacent property owners with 6 residents being in favor of the proposed changes and 6 opposed.
 20. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property. (Council Report 21-253)
 - Chapter 94: Public Nuisances of the City Code of Ordinances addresses numerous potential nuisance code violations, with this proposed ordinance change related to outside parking and storage of vehicles and trailers on residential property.
 - The City recognizes that property owners may own a business or work for a business that allows them to bring a company vehicle home, however large commercial equipment in residential areas has detrimental and blighting impacts upon the residential quality and character of such neighborhoods.
 - The Planning and Zoning Commission discussed the ordinance and recommended the City explore alternative parking for semi-trucks and trailers.
 - During the September 20, 2021 meeting, City Council approved an amendment to the proposed ordinance allowing semi-tractors to park on privately owned residential property for a 72 hour period on 3 days of a 7 day period while on a hard service and not continuously idling.

Resolutions

21. Resolution expressing intent to enter into a development agreement and to provide economic development support to Catalyst Development Newton, LLC. (Council Report 21-261)
 - Catalyst Development Newton, LLC plans a rehabilitation of Buildings 1, 2, 16 and 50 on the Legacy Plaza. This resolution of intent expresses the City's economic incentive to the project, which would have a total minimum assessment of \$7 million.
 - The resolution of intent stipulates that the project would receive 52.3% Iowa Reinvestment District Funds, a rebate of all the local hotel/motel tax generated by the facility for 10 years, and 10 year tax rebate not to exceed a total of \$1.7 million for that time period.
22. Resolution authorizing the City of Newton to apply for a Downtown Housing Grant with Iowa Economic Development Authority. (Council Report 21-262).

- Governor Reynolds has designated \$20 million of Iowa's \$100 million American Rescue Plan Act funds to aid in the development of downtown housing projects.
 - This resolution authorizes submittal of a Downtown Housing Grant application for the residential component of the rehabilitation and adaptive reuse of Building 16 at Legacy Plaza into residential units.
 - A cash match for the grant is required, but can be satisfied by previous commitments by Newton City Council to the project.
23. Resolution to contract the installation of the emergency generator at the Newton YMCA. (Council Report 21-263)
- The lack of an emergency shelter with emergency backup power capabilities was identified after the derecho in August of 2020. Jasper County Emergency Management Agency, the City of Newton, Alliant Energy, and the Newton YMCA came together and developed a plan to create emergency shelter space in the YMCA that had emergency backup power.
 - Alliant Energy donated a generator, the City of Newton is providing installation, the Newton YMCA will be providing the facility and be responsible for ongoing maintenance, and Jasper County EMA is committed to provide funding for operations during declared emergency. Grant opportunities are being sought to cover the \$25,000. Currently, the Jasper Community Foundation has committed \$7,500. The Fire Department will continue to seek further grant funding.
24. Resolution approving economic development local business support grant program agreement with Nehring Auto, Inc. for 1800 1st Avenue East. (Council Report 21-264)
- Earlier this year, City Council approved a resolution of intent which stipulated a \$20,000 business improvement grant for 1800 1st Avenue East to assist with curb appeal improvements.
 - The updates to the Urban Renewal Plan have been made, and it is now possible to proceed with the final grant agreement providing an improvement grant in an amount up to \$20,000, with a 1:1 match required, for the property.
25. Resolution authorizing the filing of 657A.10A petition for abandoned property at 229 East 24th Street North, Newton. (Council Report 21-265)
- The property at 229 East 24th Street North appears to have been abandoned by the owners. The State Code 657A.10A process allows cities to petition the court for ownership of abandoned buildings. The resolution authorizes the filing of a 657A petition for the property.
26. Resolution approving an agreement with Parkview Animal Hospital for animal shelter services. (Council Report 21-266)
- The City currently contracts with Parkview Animal Hospital for animal sheltering services. Parkview Animal Hospital and City staff propose a 5 year agreement for animal control services.
 - The agreement would also include incentives for the construction and development of a new kennel facility. The annual costs associated with the shelter and development agreement are \$24,000.

27. Resolution approving the purchase of 10 new golf cars for Westwood Golf Course. (Council Report 21-267)
- Westwood Golf Course, which is in the middle of the third consecutive year of growth of golf rounds played, has struggled at times this season to keep up with the demand for its 36 golf cars.
 - With the increased demand for golf car rental, staff has had to turn away golfers or limit event registrations; resulting in lost revenue from green fees, event registrations, golf car rental, and concessions.
 - Staff recommends approval of the resolution authorizing the Community Services Director to purchase 10 new 2022 Yamaha EFI golf cars from Harris Golf Cars of Dubuque, Iowa in the amount of \$49,500.
28. Resolution to Include the Newton Public Library Foundation and the Newton Friends of the Library as Discretely Presented Component Units in the FY21 Audit and All Future Audits. (Council Report 21-268)
- Approximately \$1.6 million is currently being held by the Newton Public Library Foundation, the Friends of the Newton Public Library, and the City of Newton on behalf of the Newton Public Library. Only \$612,102.31 being held by the City is currently being audited. The approximate \$1 million being held by the Foundation and a smaller amount being held by the Friends are not currently being audited.
 - The City's annual auditing firm has confirmed that the Newton Public Library Foundation and the Friends of the Newton Public Library are component units of the City and should be subject to annual audits. Financial transparency and accurate reporting are important aspects of City financial activities. Exclusion of these two entities misrepresents the true financial picture of the City.
 - City staff recommends approval of the resolution to include the Newton Public Library Foundation and Friends of the Newton Public Library as discretely presented component units in the FY21 and future audits.

Staff Report

29. Homelessness, Mental Health, Substance Use Disorders and Property Crime – Police Chief Rob Burdess
30. Annual Library Report – Nicole Terry, Library Director

Mayor/Council Comments

31.

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.



Newton

PROCLAMATION

OCTOBER 3-9, 2021 – FIRE PREVENTION WEEK

WHEREAS, fire prevention is a vital public service; and

WHEREAS, the dedicated Firefighters and Paramedics of Newton Fire Department provide exemplary fire suppression, fire prevention and public education to the citizens of the City of Newton and Jasper County, Iowa; and

WHEREAS, the Newton Fire Department is ready to provide fire and rescue services to those in need 24 hours a day, seven days a week; and

WHEREAS, the implementation of fire prevention and public education dramatically reduces the potential for injury and loss of life; and

WHEREAS, the fire prevention and public education system consists of firefighters, both full time and part time paid on call, educators, administrators and others; and

WHEREAS, the members of fire department engage in countless hours of fire prevention and public education along with hundreds of hours of specialized fire training; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of fire department staff by designating Fire Prevention Week; and

THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, Iowa do hereby proclaim:

The week of OCTOBER 3-9, 2021, as:

“FIRE PREVENTION WEEK”

With the theme,

“Learn the Sounds of Fire Safety”

And encourage all City of Newton residents to recognize the practitioners and observe this week with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

MICHAEL L. HANSEN
MAYOR
CITY OF NEWTON



REGULAR CITY COUNCIL MEETING MINUTES
SEPTEMBER 20, 2021, 6:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

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

2. Mayor Hansen proclaimed September 17-23 Constitution Week.

Nicole Breitbach, Sr. Community Affairs Manager – Black Hills Energy, presented on their past year and upcoming dates. She mentioned Black Hills services 161,000 customers. In 2020 Black Hills had a direct economic impact of \$48 million across Iowa. The sustainability strategy calls for a 50% reduction in natural gas emissions by 2035. Throughout 2020 the company achieved a 33% reduction in natural gas emissions. \$1.8 million was budgeted for 2021 in an effort to reduce energy usage. They have a long-standing relationship with Tress forever. Together they have planted over 82,000 trees in Iowa.

Mayor Hansen removed council agenda item number 11 in order to give both parties time to resolve the matter. There were no objections.

Moved by Mullan, seconded by Hallam to approve consent agenda items 5-14.

5. September 7, 2021 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: AmericInn Lodge, Renewal, BW0093079, 4401 S 22nd Ave E, Special Class C Liquor License, Class B Wine Permit, Sunday Sales; LaCabana, Renewal, LC0029523, 2617 1st Ave E Class C Liquor License, Outdoor Service, Sunday Sales
7. Resolution Fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-07). (Council Report 21-243) Resolution 2021-241 adopted.
8. Resolution Approving a Property Tax Rebate for the Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area. (Council Report 21-244) Resolution 2021-242 adopted.
9. Resolution awarding contract for the 2021 Maytag Park Sidewalk Project. (Council Report 21-245) Resolution 2021-243 adopted.
10. Resolution awarding contract for the 2021 City of Newton Woodland Park Tree & Stump Removal Project. (Council Report 21-246) Resolution 2021-244 adopted.
11. Resolution directing sidewalk repairs at 217 N 2nd Ave W. (Council Report 21-247) Resolution removed by Mayor.
12. Resolution setting a public hearing and inviting proposals for the sale of property at 521 South 4th Avenue West in Newton. (Council Report 21-248) Resolution 2021-245 adopted.
13. Resolution awarding the purchase of self-contained breathing apparatus harnesses and bottles. (Council Report 21-249) Resolution 2021-246 adopted.
14. Approve Bills

AYES: Six. NAYS: None. Consent agenda items approved.

15. Moved by George, seconded by Trotter to approve the First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 15th St S. (Council Report 21-250) AYES: Five. NAYS: One. First Consideration was approved.
16. Moved by Hallam, seconded by George to approve the First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 14th St S. (Council Report 21-251) AYES: Six. NAYS: None. First Consideration was approved.
17. Moved by Hallam, seconded by Stonner to approve the First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1200-1400 blk. of S 6th Ave E. (Council Report 21-252) AYES: Six. NAYS: None. First Consideration was approved.
18. Moved by Hallam, seconded by Ervin to approve the First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property. (Council Report 21-253) Fran Henderson, 1101 S 13th Ave W, spoke in support of the ordinance via zoom. After Council discussion it was moved by Ervin and seconded by Hallam to amend the First consideration of the ordinance. Police Chief, Rob Burdess confirmed the parking limit rule for tractor trailers is 72 hours within a 5-day period. Chief Burdess also stated the parking rule can be difficult to track. NAYS: Two. AYES: Four. The First consideration of the amended version of the ordinance was approved.

Community Services Director, Brian Laube presented on an update of the Community Services Department.

During Mayor/Council comments it was mentioned that the Frank Fest was a huge success.

Moved by Trotter, seconded by Mullan to adjourn the meeting at 7:11 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Shawnda Abbas, Deputy City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-07).

Report Number: 21-254

Date:

October 4, 2021

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.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$3,049.62

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 \$3,049.62. 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 21-07).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 21-07)**

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. 21-07 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 21-07, 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 November 3, 2021, 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 October, 2021.

APPROVED this _____ day of October, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 21-07: 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
Terri Morton	835254010	306 E 20th St S	Newton	\$89,230	\$218.62	\$75.00	\$293.62	AURORA HEIGHTS SD LOT 27 BLK F	7/16/2021
Paul Mattingly	1303103006	207 S16th Ave W	Newton	\$47,580	\$130.00	\$75.00	\$205.00	GUTHRIE'S SD W 1/2 LOT 4 BLK C	7/19/2021
Terri Morton	835254010	306 E 20th St S	Newton	\$89,230	\$1,286.00	\$75.00	\$1,361.00	AURORA HEIGHTS SD LOT 27 BLK F	6/17/2021
Amber Hull	827409015	818 N 9th Ave E	Newton	\$39,280	\$90.00	\$100.00	\$190.00	EDMUNDSON'S ADD E 1/2 LOT 5 BLK 11	7/28/2021
RC Homes LLC	1303102009	211 S 15 Ave W	Newton	\$63,200	\$120.00	\$100.00	\$220.00	GUTHRIE'S SD S 1/2 LOT 3 & E 94' OF W 3/4 OF N 1/2 LOT 3 BLK B	7/28/2021
Tamara Adams	833484007	501 S 11th Ave W	Newton	\$122,760	\$40.00	\$75.00	\$115.00	CARRIER'S MEADOWS LOT 19 EX E 10.25' & E 30.75' LOTS 10 & 13 BLK A	8/4/2021
Brian Callison	826302004	900 E 12th St N	Newton	\$59,170	\$20.00	\$75.00	\$95.00	EMERSON HOUGH PLACE NO. 2 LOT 17 SD OF LOT 13 BLK J	8/4/2021
Matthew Thongvanh	835226018	229 E 24th St N	Newton	\$152,440	\$60.00	\$75.00	\$135.00	FAIRMEADOWS ADD PHASE 5, LOT 120	8/5/2021
Sara Diane Baker	827104005	104 N 16th Ave W	Newton	\$45,820	\$60.00	\$75.00	\$135.00	NELSON'S SD LOT 13	8/5/2021
Lesley & Walter Dawson Sr	834231019	908 1st Ave E	Newton	\$56,360	\$70.00	\$75.00	\$145.00	EAST ADD LOT C SD LOT 7	8/9/2021
Jeremy Whitson	1303102004	307 S 15th Ave W	Newton	\$55,600	\$80.00	\$75.00	\$155.00	GUTHRIE'S SD W 1/2 LOT 2 BLK B	8/18/2021
Total							\$3,049.62		

City of Newton Council Report



Item: Resolution approving a 28E agreement with the State of Iowa Alcoholic Beverage Division Supporting the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY21

Summary: The Police Department will conduct compliance checks at local retailers that sell tobacco and alternative nicotine products.

Financial Impact: None

Report Number: 21-255

Date: October 4, 2021

Lead Department: Police Department

Recommendation:
Approve

Background:

The Newton Police Department has, on an annual basis, entered into a 28E agreement with the Iowa Alcoholic Beverage Division in support of the I-Pledge program. The proposed agreement requires the Police Department to perform one compliance check on each tobacco retailer within our jurisdiction, with a second check on those found to be noncompliant at the first check. In return for this enforcement activity Police Department will be paid \$75.00 for each compliance check.

Recommendation:

To approve the 28E agreement with the State of Iowa Alcoholic Beverages Division for the participation in the I-Pledge program.

Matt Muckler
City Administrator

Attachment

RESOLUTION NO. 2021- _____

**RESOLUTION APPROVING A 28E AGREEMENT WITH THE STATE OF IOWA
ALCOHOLIC BEVERAGE DIVISION SUPPORTING THE I-PLEDGE
TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT
ENFORCEMENT PROGRAM FOR FY2021**

WHEREAS, The Newton Police Department has previously been a party to a 28E agreement with the State of Iowa Alcoholic Beverages Division to participate in the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY2021; and

WHEREAS, In an effort to combat the illegal use and negative health effects of nicotine products the Police Department seeks to continue participating in the I-Pledge program, which provides funding for tobacco compliance checks within the City, and

WHEREAS, The Police Department is paid \$75.00 for each compliance check that is completed within the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the 28E agreement with the State of Iowa Alcoholic Beverage Division for the participation in the I-Pledge program is hereby approved.

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2021 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Newton Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Newton Police Department
101 W. 4th Street S., Newton, Iowa 50208

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2022, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2021.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2022**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2021 business year, but not before October 1, 2021. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2021 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2022**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2022**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the

authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2021** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 By the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 Contact Person. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Robert Burdess
Newton Police Department
101 W. 4th Street S.
Newton, Iowa 50208
Email: robb@newtongov.org

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 Record Retention and Access. The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

Newton PD

City of Newton Council Report

Item: Resolution awarding the purchase and installation of Stryker power cots and power loads.

Summary: The purchase of two power cots and two power load systems to be installed in two existing ambulances.

Financial Impact: \$87,475 total project cost paid from the 2021 Bond Proceeds for Fire Miscellaneous Equipment.



Report Number: 21-256

Date: October 4, 2021

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The Fire Department has been utilizing power cots for raising and lowering patients since 2012. The next step in prevention of back injuries to staff is the implementation of power loads in the ambulances. During this fiscal year the Fire Department will be ordering a new ambulance including a new power cot and power load and plans to include the future replacement of this equipment with the purchase of new ambulances. This project is to retrofit the two existing ambulances with power loads and power cots.

Klocke's Emergency Vehicles of Sterling, Illinois is our area representative for the purchase of Lifeline Ambulances. Lifeline Ambulance is an Iowa based ambulance builder and our entire fleet is currently Lifeline ambulances. To ensure competitive bidding we bid the project with Stryker Medical. Below is the pricing from both companies for the project:

Klocke's Emergency Vehicles	\$87,475.00
Stryker Medical	\$89,018.08

RECOMMENDATION

City Staff recommends Council award the purchase of two (2) power ambulance cots and two (2) power load systems from Klocke's Emergency Vehicles of Sterling, Illinois for a grand total of \$87,475 for the project. Funds from the 2021 Bond Proceeds for Fire Miscellaneous Equipment will be used to pay the project cost.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

**RESOLUTION AWARDING THE PURCHASE AND INSTALLATION OF STRYKER
POWER COTS AND POWER LOADS.**

WHEREAS, the Fire Department has been utilizing power cots for raising and lowering patients since 2012; and

WHEREAS, the next step in prevention of back injuries to staff is the implementation of power loads in the ambulances; and

WHEREAS, during this fiscal year the Fire Department will be ordering a new ambulance including a new power cot and power load and plans to include the future replacement of this equipment with the purchase of new ambulances; and

WHEREAS, Klocke's Emergency Vehicles is our area Lifeline Ambulance vendor and Lifeline Ambulance is an Iowa base ambulance builder; and

WHEREAS,. quoted pricing was compared from two vendors including Klocke's Emergency Vehicle and Stryker Medical; and

WHEREAS, City staff recommends that the City of Newton award the contract to Klocke's Emergency Vehicles of Sterling, Illinois for the purchase and installation of two (2) Stryker Power Cot units with accessories and two (2) Stryker Power Load systems in the amount of \$ 87,475.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the purchase and installation of two (2) Stryker Power Cot units with accessories and two (2) Stryker Power Load systems in the amount of eighty seven thousand four hundred seventy-five dollars and zero Cents (\$ 87,475). The project cost will be paid from the 2021 Bond Proceeds for Fire Miscellaneous Equipment.

PASSED this _____ day of October 2021.

APPROVED this _____ day of October 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution accepting completion of the Newton Parks Baseball Infield Improvements Project.

Summary:

Accept completion of a contract to strip infield grass and regrade baseball fields in Agnes Patterson Park.

Financial Impact:

Council previously approved a contract for \$31,900.00; and this action would accept the project and authorize payment of the retainage amount of \$1,595.00.



Report Number: 21-257

Date:

October 4, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

The Newton Little League and the City of Newton Community Services staff determined improvements were needed to the two upper little league baseball infields in Agnes Patterson Park. The needed improvements included the stripping of infield grass and laser grading the infields to the proper slope.

The Community Services Department prepared plans and specifications for the Newton Parks Baseball Infield Improvements Project, and City Council passed a resolution on June 21, 2021 awarding a contract to Iowa Athletic Field Construction Company of Webster City, Iowa in the amount of \$31,900.00.

The Community Services Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work is \$31,900.00.

Recommendation:

City staff recommends accepting the completion of the Newton Parks Baseball Infield Improvements Project, and authorizing the retainage amount of \$1,595.00 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION ACCEPTING COMPLETION
OF THE NEWTON PARKS BASEBALL
INFIELD IMPROVEMENTS PROJECT**

WHEREAS, The Newton Little League and the City of Newton Community Services staff determined improvements were needed to the two upper little league baseball infields in Agnes Patterson Park, with needed improvements including the stripping of infield grass and laser grading the infields to the proper slope; and

WHEREAS, the City of Newton Community Services Department prepared plans and specifications for the Newton Parks Baseball Infield Improvements Project, and City Council passed a resolution on June 21, 2021 awarding a contract to Iowa Athletic Field Construction Company of Webster City, Iowa in the amount of \$31,900.00; and

WHEREAS, Iowa Athletic Field Construction Company has completed their work, and the Community Services Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project and the final contract amount of \$31,900.00 based on measured quantities; and authorizes the Community Services Director to execute payment of the retainer in the amount of \$1,595.00 to Iowa Athletic Field Construction Company no sooner than 30 days after approval of this resolution, should no claims be on file, with said payment being from the Parks (4030) Grounds Maintenance and Repair budget.

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PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution directing sidewalk repairs at 217 N 2nd Ave W.

Report Number: 21-258

Date:

October 4, 2021

Summary:

City Council directs the owners of 217 N 2nd Ave W to replace defective sidewalk by November 4, 2021.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

none

Background:

The property owners of 217 N 2nd Ave W recently had the public sidewalk removed and replaced in front of their building without a permit, with the resulting work violating City Code Section 154.023(C)(9). Said code section states *"All sidewalks shall slope one-quarter inch per foot toward the curb unless modified by the City Engineer."* In this case, the new sidewalk's cross-slope was increased well outside of this code language and applicable ADA standards.

City Code Section 154.019 states *".....the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax."*

City staff has previously notified the property owners of the violation by mail and also in person. Approval of this resolution will cause the required notice to be served by certified mail, and approve abatement actions should the violation remain uncorrected after November 4, 2021.

Recommendation:

City Staff recommends approval of the Resolution directing sidewalk repairs at 217 N 2nd Ave W.

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

Matt Muckler
City Administrator

RESOLUTION 2021- _____

RESOLUTION DIRECTING SIDEWALK REPAIRS AT 217 N 2ND AVE W

WHEREAS, the property owners of 217 N 2nd Ave W recently had the public sidewalk removed and replaced in front of their building without a permit, with the resulting work violating City Code Section 154.023(C)(9) related to cross-slope of sidewalks; and

WHEREAS, City Code Section 154.019 states “...*the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.*”; and

WHEREAS, City staff has previously notified the property owners of the violation by mail and also in person; and

WHEREAS, approval of this resolution will cause the required notice to be served by certified mail, and approve abatement actions should the violation remain uncorrected after November 4, 2021.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Community Services Director shall serve notice of violation by certified mail, on behalf of City Council, to the owners of 217 N 2nd Ave W.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the code violation, if not corrected by November, 2021, shall be abated and costs assessed to the property owners as written in City Code Section 154.019.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

Mark Hallam, Mayor Pro-Tem

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 1,004.35
Airgas USA LLC	Fire	Supplies	\$ 255.92
Alliant Energy/IPL	Parks/WPC	Utilities	\$ 718.17
Amazon Capital Services	All	Supplies	\$ 3,137.70
American Business Phones	Admin/PW Admin	Service	\$ 135.00
Armstrong, Craig	Economic Development	Reimbursement	\$ 61.16
Axon Enterprise Inc	Police	Service	\$ 1,612.80
Baker & Taylor	Library	Supplies	\$ 4,195.14
Baker & Taylor Entertainment	Library	Supplies	\$ 205.23
Barney's Wrecker & Crane	Fire	Service	\$ 235.00
Beck's	Community Beautification	Supplies	\$ 209.00
Black Clover Enterprises LLC	Golf	Merchandise	\$ 219.29
Black Hills Energy	Cemetery	Utilities	\$ 41.91
Blackstone Publishing	Library	Supplies	\$ 107.97
Bolton & Menk Inc	All	Service	\$ 25,233.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,301.52
Brick Gentry P.C.	All	Service	\$ 15,040.00
Caldwell Brierly & Chalupa PLLC	Housing Demo/Cardinal Ridge TIF	Service	\$ 4,860.60
Capital One	All	Supplies	\$ 505.72
Cappy's Tire & Auto Service	Airport/Golf/Parks	Service	\$ 633.95
Carl's Window Service	Library	Service	\$ 90.00
Center Point Large Print	Library	Supplies	\$ 206.96
Central Iowa Farm Store	Parks	Supplies	\$ 422.64
Cintas	All	Supplies	\$ 958.66
Cox, Janet	Police	Reimbursement	\$ 40.47
Dannen, Shannon	Housing Demolitions	Service	\$ 1,650.00
Davis Equipment Corp	Parks	Supplies	\$ 415.03
Demco Inc	Library	Supplies	\$ 174.17
Diamond Products Co	Parks/WPC	Supplies	\$ 159.19
Digium Cloud Services LLC	All	Service	\$ 402.00
DMACC - Ankeny Campus	PW/CD/CS	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Public Works Administration	Service	\$ 61,636.17
Doors Inc	Library	Service	\$ 843.00
FBG Service Corporation	Library	Supplies	\$ 1,703.23
Forbes Office Solutions	Library	Supplies	\$ 238.73
Fuller, Shawn	Water Pollution Control	Reimbursement	\$ 400.00
Galls LLC	Fire/Police	Supplies	\$ 712.98
General Fire And Safety	Library	Maintenance	\$ 565.50
Golf Cars of Iowa	Golf	Service	\$ 550.00
Grainger Inc	Police	Supplies	\$ 53.78
Gralnek-Dunitz	Storm Water	Supplies	\$ 250.00
Gregg Young Auto Center	Police	Service	\$ 727.81
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,653.18
Homeguard Security Alarm	All	Service	\$ 360.00
Hy-Vee Inc	Police	Supplies	\$ 65.79
Image Trend Inc	Fire	Service	\$ 534.00
In-Roads LLC	RUT 2021 Revenue Bonds	Service	\$ 56,550.68
Iowa Athletic Field Construction Company	Parks	Service	\$ 30,305.00

Iowa Law Enforcement Academy	Police	Training	\$ 6,650.00
Iowa Native Trees and Shrubs	Parks	Supplies	\$ 4,000.00
Iowa Park & Recreation Association	Parks	Training	\$ 675.00
Iowa Prison Industries	Street	Supplies	\$ 357.50
Isolved Benefit Services	Finance	Service	\$ 98.03
Jasper County Emergency Serv-Honor Guard	Police	Membership	\$ 1,000.00
JETCO Inc	Water Pollution Control	Service	\$ 645.00
Johnson Aviation	Airport	Service	\$ 3,182.04
Keystone Labs	Water Pollution Control	Service	\$ 3,169.35
Kiesler's Police Supply	Police	Supplies	\$ 670.50
Lakeshore Learning Materials	Library	Supplies	\$ 53.96
Lakeside Products	Police	Supplies	\$ 1,350.00
Lanphier Excavating LLC	East Mart TIF	Service	\$ 3,238.75
Lavelly, Dillon	Police	Reimbursement	\$ 109.26
Liberty Tire Services LLC	Landfill	Service	\$ 125.00
Lindholm, Tracie	I&I Program	Reimbursement	\$ 2,000.00
Lyman, Rick	Parks/Police	Service	\$ 533.32
Machin, Ed	Water Pollution Control	Service	\$ 5,213.00
Magnum Automotive	Police	Service	\$ 39.67
Mahaska Bottling Co	Golf	Concessions	\$ 627.60
Manatts - D.M.	All	Supplies	\$ 11,255.45
Marsden Bldg Maintenance	City Center	Supplies	\$ 396.27
Martin Marietta Materials	Landfill/Stormwater	Supplies	\$ 1,581.82
Mediacom	Golf	Utilities	\$ 189.02
Menards-Altoona	Parks	Supplies	\$ 269.19
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 1,454.84
Metro Waste Authority	Landfill	Service	\$ 484.03
MG Laundry Corporation	City Center	Service	\$ 81.40
Minitex	Library	Supplies	\$ 542.00
Mr Electric	Fire	Service	\$ 4,225.81
MTI Distributing Inc	Golf	Supplies	\$ 254.62
Municipal Pipe Tool Co	Water Pollution Control	Supplies	\$ 2,226.68
NAPA Auto Parts	All	Supplies	\$ 1,602.48
National Recreation and Park Association	Parks	Membership	\$ 175.00
News Printing Company	All	Service	\$ 971.55
Newton Daily News	Administration/Engineering	Subscription	\$ 264.00
Newton Development Corp	Executive	Service	\$ 300.00
Newton Development Corp	TIF/Hotel Motel Tax	Funding	\$ 19,000.00
Newton Housing Development Corporation	Fairmeadows N TIF	Funding	\$ 10,000.00
O'Halloran International	City Garage	Supplies	\$ 1,729.74
Optum360	Fire	Supplies	\$ 125.90
O'Reilly Auto Parts	Engineering	Supplies	\$ 76.96
OverDrive Inc	Library	Supplies	\$ 4,731.72
Penworthy Company	Library	Supplies	\$ 225.88
Performance Sign & Design	Parks	Supplies	\$ 227.03
Pitney Bowes	Finance/Library	Service	\$ 344.97
Portner, Brad	Housing Demo/Parks	Service	\$ 1,805.00
Preferred Pest Control Inc	Library	Service	\$ 350.00
Premier Office Equipment	Finance	Service	\$ 92.71
Quick Supply Company	Cardinal Ridge TIF	Supplies	\$ 768.00
Quill Corporation	All	Supplies	\$ 113.68
R J Thomas Mfg Co Inc	Parks	Supplies	\$ 966.00

Ray, Randy	Building	Service	\$ 60.00
Reliant Fire Apparatus Inc	Fire	Service	\$ 532.78
Schakel, Brandon	Landfill/Street/WPC	Reimbursement	\$ 165.98
Spahn & Rose Lumber Co	All	Supplies	\$ 1,201.58
Springer Professional Home Services	Library/Maytag Pool	Service	\$ 119.00
State Hygienic Laboratories	Water Pollution Control	Service	\$ 100.50
Taylor Made Golf	Golf	Merchandise	\$ 232.31
Terracon Consultants Inc	North Central TIF	Service	\$ 4,710.98
Theisen's	All	Supplies	\$ 757.02
Times Republican	Library	Subscription	\$ 306.80
TK Elevator	City Center	Service	\$ 198.65
Town & Country Wholesale Co	Golf	Concessions	\$ 757.88
Townsend Crane Service	Water Pollution Control	Service	\$ 416.25
Treasurer of State	Library/P & Z	Service	\$ 25.89
Truck Center Companies	City Garage	Supplies	\$ 192.82
Truck Equipment	Engineering	Supplies	\$ 435.16
True Value Hardware	All	Supplies	\$ 133.05
Unique Management Services	Library	Service	\$ 50.00
UnityPoint Clinic-Occupational	Parks/WPC	Service	\$ 84.00
Van Wall Equipment	Parks	Supplies	\$ 496.25
Wall Street Journal	Library	Subscription	\$ 971.78
Warnick & Reeves Mechanical	City Center	Service	\$ 1,724.00
Water Department	Parks/Maytag Pool/City Center	Utilities	\$ 1,067.64
Wendling Quarries Inc	Golf	Supplies	\$ 168.41

Total **\$ 338,757.11**

Pre-Authorized Payments

Alliant Energy	All	Utilities	\$ 62,262.81
American Fence Company (Reso 2021-212)	Parks/PW Building	Service	\$ 1,607.51
Black Hills Energy	Parks/Maytag Pool	Utilities	\$ 160.49
Chamber of Commerce (Reso 2020-151)	North Central TIF	Micro Grant	\$ 4,771.00
Dinges Fire Company (Reso 2021-039)	Fire	Equipment	\$ 16,450.00
DISH Network	Airport	Utilities	\$ 137.05
Doll Distributing	Golf	Concessions	\$ 651.78
Hy-Vee Inc	Golf	Concessions	\$ 213.87
Lion Development (Reso 2021-242)	North Central TIF	Rebate	\$ 53,930.00
Mediacom	Administration/Golf	Utilities	\$ 406.85
Procrafters Roofing (Reso 2021-215)	Tort Liability	Service	\$ 1,689.81
United States Cellular	All	Utilities	\$ 905.54
Verizon Wireless	Fire/Police	Utilities	\$ 50.03
Windstream	All	Utilities	\$ 1,710.89

Total **\$ 144,947.63**

ACH Payments from Great Southern Bank

Kabel	All	Insurance	\$ 50.00
MetLife Dental	All	Insurance	\$ 8,669.68
Mutual Of Omaha	All	Insurance	\$ 4,209.08
Payroll 9-15-21	All	Payroll	\$ 427,335.17
State of Iowa	Park/Golf/Landfill	Sales Tax	\$ 4,200.00
Wellmark BC/BS	All	Insurance	\$ 175,617.35

Total **\$ 620,081.28**

City of Newton Council Report

Item: A resolution accepting purchase and redevelopment proposal for property at 521 South 4th Avenue West in Newton, Iowa

Summary: The City agreed to sell the subject property to Greater Des Moines Habitat for Humanity. There was an error in the legal description, necessitating a second public hearing, new publication of notice, and resolution to approve.

Financial Impact: No Change



Report Number: 21-259

Date: October 4, 2021

Lead Department: Community Development Department

Recommendation: Approve

Resolution 2021-197 was approved by the City Council authorizing the sale of 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West. The total purchase price approved by Reso 2021-197 was \$15,000 (\$5,000 per lot).

The legal description for 521 South 4th Avenue West that was used in the published notice, when holding the public hearing, and for the resolution/purchase agreement contained an error. This action corrects that error to the legal description. No other changes to the previously approved agreement with Greater Des Moines Habitat for Humanity were made.

Recommendation: Staff recommends approval of the resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**A RESOLUTION ACCEPTING PURCHASE AND REDEVELOPMENT
PROPOSAL FOR PROPERTY AT 521 SOUTH 4TH AVENUE WEST IN
NEWTON, IOWA**

WHEREAS, the City Council of Newton, Iowa approved Resolution 2021-197 accepting purchase and redevelopment proposal from Greater Des Moines Habitat for Humanity, Inc. for three properties located at 501 South 2nd Avenue West, 517 South 2nd Avenue West and 521 South 4th Avenue West in Newton, Iowa, and

WHEREAS, the required public notice, purchase agreement, and Resolution 2021-197 accepting the purchase agreement contained an error in the legal description for 521 South 4th Avenue West, and

WHEREAS, 521 South 4th Avenue West is legally described as: LOT 5 IN THE SUBDIVISION OF LOTS 81 AND 83 IN WEST NEWTON, AN ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, 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 using the corrected legal description for 521 South 4th Avenue West in Newton, Iowa; and

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

Section 1: That the attached amended Purchase and Redevelopment Agreement for Property Located at 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West between the City and the purchasing party, Greater Des Moines Habitat for Humanity, Inc., that was originally approved by Resolution 2021-197, be approved and accepted, subject to the restrictions in the Agreement and that the agreement be executed.

Section 2: That the City shall prepare a Special Warranty Deed, obtain the signatures of the Mayor and City Clerk who are each hereby authorized and directed to execute said deed on behalf of the City of Newton, Iowa, and to take all steps necessary to complete the transfer of title to the purchasing party per the terms of the amended Agreement to Purchase Real Estate.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Amended

PURCHASE AND REDEVELOPMENT AGREEMENT

Amended 10/4/2021

Initialed

Habitat: JE

City:

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West, is made on or as of the 20th day of July, 2021, ^{and 4th Day of October 2021} by and between the City of Newton, Iowa (hereinafter "City"), and Greater Des Moines Habitat for Humanity, Inc. (hereinafter "Buyer"), of Newton, Iowa and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of Fifteen Thousand Dollars (\$15,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

501 South 2nd Avenue West, legally described as:

LOT 1, BLOCK 3 IN BAILEY AND WILKINSONS ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS RECORDED IN BOOK 32, PAGE 241 IN THE OFFICE OF THE JASPER COUNTY RECORDER.

517 South 2nd Avenue West, legally described as:

LOT THREE IN BLOCK THREE OF BAILEY AND WILKINSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN THE PLAT OF RECORD IN BOOK 32, AT PAGE 241 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

521 South 4th Avenue West, legally described as:

~~THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE COUNTY OF JASPER AND STATE OF IOWA COMMENCE AT THE NORTHWEST CORNER OF LOT EIGHTY-ONE (81) IN WEST NEWTON, AN ADDITION TO THE CITY OF NEWTON, RUN EAST SIXTY-SIX (66) FEET, SOUTH ONE HUNDRED FIFTY-NINE (159) FEET, WEST SIXTY-SIX (66) FEET, NORTH TO PLACE OF BEGINNING, NOW BEING NORTH 159 FEET OF LOT (5) OF THE SUBDIVISION OF LOT EIGHTY-ONE (81), WEST NEWTON.~~

Corrected Legal Description, 521 South 4th Avenue West: LOT 5 IN THE SUBDIVISION OF LOTS 81 AND 83 IN WEST NEWTON, AN ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA

SECTION 5. CONVEYANCE OF PROPERTY.

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

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

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

Amended 10/4/2021

Initialed

Habitat: JE

City:

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

- a) Construction of three single family homes, one upon each lot, which meet all adopted applicable codes for the City of Newton and State of Iowa with a completion date of December 2024.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

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

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

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

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

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

SECTION 11. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose,

unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

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

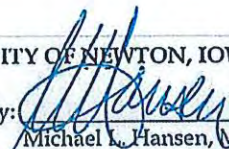
SECTION 13. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and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

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



ATTEST:

CITY OF NEWTON, IOWA

By: 

Michael L. Hansen, Mayor


Shawnda Nine, Deputy City Clerk

Amended 10/4/2021

Initialed

Habitat: JE

City:

PURCHASER:

By: 

LAND DEVELOPMENT MGR.

JASON EKSTROM

(Name Printed)

For Greater Des Moines Habitat for Humanity, Inc.

City of Newton Council Report

Item: Holding a Public Hearing and action on a resolution accepting purchase and a redevelopment agreement for 900 South 5th Avenue East & 1106 South 5th Avenue East in Newton, and a resolution accepting purchase and redevelopment agreement for 200 East 8th Street North.

Summary: In order to sell the properties, City Council must hold a public hearing before passing resolutions to accept the sale of the properties to Golden Hammer Contractors and Mahaska Communication Group.

Financial Impact: Cost recovery- total \$12,000.00



Report Number: 21-260

Date: October 4, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The City acquired 900 South 5th Avenue East, 1106 South 5th Avenue East, and 200 East 8th Street North through the D&D program.

Iowa Code Chapter 364.7 requires cities to set a public hearing before disposing of any property. Public notice was published in the *Newton News*.

The City received two offers on the three properties as follows:

- **900 and 1106 South 5th Avenue East:** Golden Hammer Contractors offered \$5,000.00 per lot (total of \$10,000) to purchase these two residentially zoned lots for the purpose of constructing two single family homes. Golden Hammer Contractors have previously purchased two other D&D lots which currently have single family homes under construction on them.
- **200 East 8th Street North:** Mahaska Communication Group has offered \$2,000.00 for the lot located at 200 East 8th Street North for the purpose of erecting a electronics hut for their broadband expansion into Newton. The subject property is appropriately zoned as light industrial and is well located for MCG's operation. The subject property is not a very desirable lot for residential development, and this is a key step in bringing broadband service to Newton.

The attached resolutions approve the purchase and redevelopment agreements for the sale of these properties, separately, by buyer.

Recommendation:

City Staff recommends approval of both resolutions.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION ACCEPTING PURCHASE AND REDEVELOPMENT PROPOSAL FOR
PROPERTY AT 200 EAST 8TH STREET NORTH IN NEWTON**

WHEREAS, Mahaska Communication Group, LLC, has submitted a proposal to purchase, for \$2,000.00, certain property owned by the City of Newton, Iowa located at 200 East 8th Street North, legally described as:

200 East 8th Street North, legally described as: LOT 7 IN LEE'S SUBDIVISION OF PART OF LOT 7 IN EAST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

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:

Section 1: That the attached Purchase and Redevelopment Agreement for Property located at 200 East 8th Street North between the City and the purchasing party be approved and accepted, subject to the restrictions in the Agreement.

Section 2: That the City shall prepare a Warranty Deed, obtain the signatures of the Mayor and City Clerk who are each hereby authorized and directed to execute said deed on behalf of the City of Newton, Iowa, and to take all steps necessary to complete the transfer of title to the purchasing party per the terms of the Agreement.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2021 – _____

**RESOLUTION ACCEPTING PURCHASE AND REDEVELOPMENT PROPOSAL FOR
PROPERTY AT 900 SOUTH 5TH AVENUE EAST AND 1106 SOUTH 5TH AVENUE
EAST IN NEWTON**

WHEREAS, Golden Hammer Contractors DBA GH Homes, has submitted a proposal to purchase, for \$10,000.00, certain property owned by the City of Newton, Iowa located at 900 South 5th Avenue East and 1106 South 5th Avenue East, legally described as:

900 South 5th Avenue East, legally described as: LOT "C" IN LUSKS (A/K/A LUSK'S) SUBDIVISION, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA;

1106 South 5th Avenue East, legally described as: THE EAST HALF OF THE SOUTH 178 FEET OF LOT A OF BLOCK U IN JONES' SUBDIVISION OF THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK C AT PAGE 91 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

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

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

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

Section 1: That the attached Purchase and Redevelopment Agreement for Property located at 900 South 5th Avenue East and 1106 South 5th Avenue East between the City and the purchasing party be approved and accepted, subject to the restrictions in the Agreement.

Section 2: That the City shall prepare a Special Warranty Deed, obtain the signatures of the Mayor and City Clerk who are each hereby authorized and directed to execute said deed on behalf of the City of Newton, Iowa, and to take all steps necessary to complete the transfer of title to the purchasing party per the terms of the Agreement.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

September 27, 2021

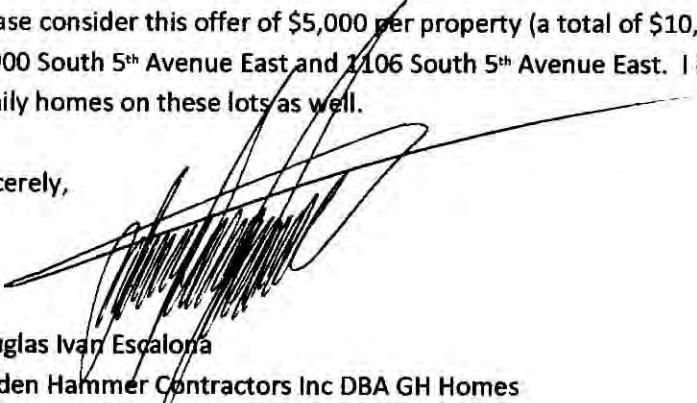
City of Newton- Community Development Department
403 West 4th Street North
Suite 501
Newton, Iowa 50208

Dear Newton City Council,

My name is Douglas Ivan Escalona, Golden Hammer Contractors, Inc/GH Homes of Ankeny, Iowa. We are a construction business with experience building homes in Central Iowa Communities. I have previously purchased the lots at 920 and 922 East 9th Street North from the City of Newton, and I am currently constructing two new single family homes on those lots.

Please consider this offer of \$5,000 per property (a total of \$10,000) for the two City-owned vacant lots at 900 South 5th Avenue East and 1106 South 5th Avenue East. I intend to construct two new single family homes on these lots as well.

Sincerely,



Douglas Ivan Escalona
Golden Hammer Contractors Inc DBA GH Homes
502 North Ankeny Blvd
Ankeny, Iowa 50023
515-954-9034
ivan@goldenhammeriowa.com

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **900 South 5th Avenue East and 1106 South 5th Avenue East**, is made on or as of the _____ day of October, 2021, by and between the City of Newton, Iowa (hereinafter "City"), and **Golden Hammer Contractors Inc DBA GH HOMES**, (hereinafter "Buyer"), of Newton, Iowa and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Ten Thousand Dollars (\$10,000.00)** (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

900 South 5th Avenue East, legally described as: LOT "C" IN LUSKS (A/K/A LUSK'S) SUBDIVISION, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA;

1106 South 5th Avenue East, legally described as: THE EAST HALF OF THE SOUTH 178 FEET OF LOT A OF BLOCK U IN JONES' SUBDIVISION OF THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK C AT PAGE 91 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

SECTION 5. CONVEYANCE OF PROPERTY.

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

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

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

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

- a) Construction of two single family homes, one upon each lot, which meet all adopted applicable codes for the City of Newton and State of Iowa with a completion date of December 31, 2022.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

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

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

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

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

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

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

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

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

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

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____

(Name Printed)

Golden Hammer Contractors Inc DBA GH Homes


Douglas Thomas Ewald

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **200 East 8th Street North**, is made on or as of the _____ day of October, 2021, by and between the City of Newton, Iowa (hereinafter "City"), and **Mahaska Communication Group, LLC** (hereinafter "Buyer"), of Oskaloosa, Iowa and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of Two-thousand Dollars (\$2,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

200 East 8th Street North, legally described as:

LOT 7 IN LEE'S SUBDIVISION OF PART OF LOT 7 IN EAST ADDITION IN THE CITY OF
NEWTON, JASPER COUNTY, IOWA

SECTION 5. CONVEYANCE OF PROPERTY.

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

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

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

SECTION 6. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. The Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of the City, prior to when the construction of the improvements has been completed and the City has issued a Certificate of Completion.

SECTION 7. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

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

SECTION 8. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

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

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

SECTION 9. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 10. 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 11. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

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

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____



James M. Hansen, Secretary

For Mahaska Communication Group, LLC

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 15th St S

Summary: To restrict street parking for safety purposes and accommodate current use.

Financial Impact: None

Report Number: 21-250

Date: September 20, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

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

The 600-700 blocks of E 15th St S are 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on west side from S 6th Ave E – S 8th Ave E

Surveys describing the recommended changes were sent to the adjacent property owners along E 15th St S. Surveys were returned with seven (7) residents agreeing with the recommended changes and one (1) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking on the west side in the 600-700 blk. of E 15th St S.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 600-700 BLOCK OF EAST FIFTEENTH STREET SOUTH.

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

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

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

STREETS, SOUTHEAST QUADRANT

East Fifteenth Street South.

"No Parking Anytime".

West side from South ~~Ninth~~ Sixth Avenue East, south to South Thirteenth Avenue East.

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

604 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

707 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

This is a excellent idea & much needed!

606 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

608 E 15th St S

*ABSOLUTELY NEEDED. THANK YOU!
Carol Fleckinger*

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

607 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

610 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

700 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

*Yes, please. There are times I can't
hardly get out or into my driveway*

708 E 15th St S

*because of vehicles across the street and
one each side of my driveway. Especially
with snow! Thank You!*

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 14th St S

Summary: To restrict street parking for safety purposes and accommodate current use.

Financial Impact: None

Report Number: 21-251

Date: September 20, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

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

The 600-700 blocks of E 14th St S are 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on east side from S 6th Ave E – S 8th Ave E

Surveys describing the recommended changes were sent to the adjacent property owners along E 14th St S. Surveys were returned with three (3) residents agreeing with the recommended changes and five (5) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking on the east side in the 600-700 blk. of E 14th St S.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 600-700 BLOCK OF EAST FOURTEENTH STREET SOUTH.

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

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

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

STREETS, SOUTHEAST QUADRANT

East Fourteenth Street South.

"No Parking Anytime".

West side from South Eight Avenue East south to South thirteenth Avenue East.

East side from South Sixth Avenue East south to South Eight Avenue East

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

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

Comments from Resident at

Newton has bigger issues to worry about than where to park. Drugs, theft -- not parking.

707 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

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

Comments from Resident at

1400 S 8th Ave E

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

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

Comments from Resident at

I've lived in my home for over 20 yrs and I don't see a problem at all. Sometimes during holidays and family celebrations cars park on both sides but that's the exception, not the norm and occurs all over town in those times.

700 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

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

Comments from Resident at

More families park on the east side. It would be more beneficial to restrict parking on the west side.

610 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

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

Comments from Resident at

S/B restricted to parking on the West side, that's where they all park now. Don't want it on East side. Won't be able to see down the street to get out of our drive.

705 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

yes, wonderful idea!

604 E 14th St S

*A lot of young kids hard to see
w/ cars on both sides*

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

609 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

703 E 14th St S

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1200-1400 blk. of S 6th Ave E

Summary: To restrict street parking for safety purposes and accommodate current use.

Financial Impact: None

Report Number: 21-252

Date: September 20, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

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

The 1200-1400 blocks of S 6th Ave E is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on south side from E 12th St S – E 15th St S.

Surveys describing the recommended changes were sent to the adjacent property owners along S 6th Ave E. Surveys were returned with six (6) residents agreeing with the recommended changes and six (6) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking on the south side of the 1200-1400 blk. of S 6th Ave E.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 1200-1400 BLOCK OF SOUTH SIXTH AVENUE EAST.

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

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

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

AVENUES, SOUTHEAST QUADRANT

South Sixth Avenue East.

"No Parking Anytime".

South side from East Fourth Street South east to East Fifth Street South.

South side from East Twelfth Street South east to East Fifteenth Street South.

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

S 6th Ave E

ing to the City of Newton's
the south side of S 6th
to the City of Newton

nges

es

sident at



Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

I propose NO PARKING ON

NORTH SIDE OR

Comments from Resident at

ALTERNATE SIDE

PARKING:

MWF S-South

TTHSa-NORTH

1311 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

1210 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

There is more cars parked on the
North Side of the Street VS. the South

1220 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Please put up signs as well. Thank you.

1409 E 6th Ave S

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1410 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1218 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1314 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Too many cars parked on both sides.

1408 S 6th Ave E

Rob Burdess

From: Janet Cox
Sent: Monday, August 9, 2021 9:32 AM
To: Amy Baldus
Cc: Rob Burdess
Subject: PARKING LETTERS

Randy Simpson at 1303 S 6th Ave E called regarding parking letter and said to leave it as is

Thanks

Janet R Cox

Administrative Assistant
Newton Police Department
101 W 4th St S
Newton, IA 50208
641-791-0850 Ext 2105
janetc@newtongov.org | www.newtongov.org



City of Newton

18 August 2021

Traffic Safety Committee

101 W 4th St S

Newton, IA 50208

RECEIVED

AUG 23 2021

TIME: 10:05 AM
BY: Shawnda *ni*

To whom it may concern:

I live at 1233 S 6th Ave E and I have indeed observed cars parked on both sides of the street making the street only wide enough for a car to pass through, let alone a larger vehicle as a fire truck or ambulance. I agree that there should only be parking on one side of the street for S 6th Ave E and I would support the no parking on the south side of the street.

I also have a neighbor, that lives at 1218 S 6th Ave E, across the street from myself and they always park on the street directly across from the end of my driveway making it very difficult for me to back out of my own driveway. In fact in February 2021 I backed out of my driveway and ran into their car, causing me to make a report to my car insurance company with a \$3K damage to their vehicle.

Could the no parking be on the north side of the street on S 6th Ave E so the above incident won't happen again?

Or may I suggest that if there is to be no parking on the south side of the street, I would like to have a no parking yellow stripe painted on the north side curb directly across from my driveway to prevent any parking at the end of my driveway and any future incidents.

Thank you

Maureen Wilkins

Maureen Wilkins

1233 S 6th Ave E

Newton, IA 50208

GET TO KNOW **Newton**

August 3, 2021

Newton Resident
1200-1400 blk. S 6th Ave E
600-700 blk. E 15th St S
600-700 blk. E 14th St S
Newton, Iowa 50208

Joyce Guthrie
1225 S. 6th Ave. E.
Newton, IA 50208

RE: **Proposed change in Parking Status:**

1. **No Parking allowed on the south side of S 6th Ave E in the 1200-1400 blk**
2. **No Parking allowed on the west side of E 15th St S in the 600-700 blk**
3. **No Parking allowed on the east side of E 14th St S in the 600-700 blk**

Dear Resident:

The City of Newton received safety concerns from citizens regarding street parking along the section of street described above. This is caused by vehicles being parked on both sides of 25-foot-wide streets, which are not wide enough to safely accommodate parking on both sides of the street and allow for free and safe passage of emergency vehicles, commercial vehicles and other vehicles in the neighborhood.

The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking, as proposed above, in the interest of public safety. As part of the City's assessment of this area, we would like to have input from the neighborhood as it relates to the traffic pattern and the parking concerns outlined above.

We would appreciate your feedback by August 23, 2021. After receipt and consideration of citizen feedback the issue may be brought to the Newton City Council for consideration.

City of Newton
Traffic Safety Committee
101 W 4th St S
Newton, IA 50208
641-791-0850

City of Newton Council Report



Item:

An ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property.

Report Number: 21-253

Date:

October 4, 2021

Summary:

The proposed code revisions include changes and additions to applicable code sections addressing outside parking and storage of vehicles and trailers on residential property.

Lead Department:

Police Department

Recommendation:

Approve

Financial Impact:

none

Background:

Chapter 94: Public Nuisances of the City Code of Ordinances addresses numerous potential nuisance code violations. This proposed ordinance change is related to outside parking and storage of vehicles and trailers on residential property. The revisions noted below are recommended by the City Attorney and City staff following a review of said Chapter 94.

Said proposed revisions include:

- Deleting the definition of a fifth-wheel trailer, and refining the definition of a trailer.
- Defining prohibited vehicles which shall not be parked or stored in residential areas:
 - o Dump trucks, construction equipment, semi-trailers, semi-tractors, semi-tractor-trailer combinations, and any other similar vehicles/units;
 - o Unlicensed commercial vehicles;
 - o Trailers used for over-the-road hauling (designed to be pulled by a semi-tractor) of liquids, gases, livestock, fuel, refrigerated foods, materials, vehicles, construction equipment, or other products or materials;
 - o Trailers used primarily for storage.
- Spelling out the purpose of this code section as to regulate outdoor parking and/or storage within the City. The City recognizes that property owners may own or store personal vehicles, recreational vehicles and certain trailers for their personal use. The City also recognizes that property owners may own a business or work for a business that allows them to bring a company vehicle home, however large commercial vehicles or equipment in residential areas has detrimental and blighting impacts upon the residential quality and character of such neighborhoods. Such vehicles:
 - o Obstruct views on streets and private property;

- o Create cluttered and otherwise unsightly areas;
- o Prevent full use of residential streets for residential parking;
- o Impair the free flow of traffic on residential streets;
- o Decrease adjoining landowners and occupants enjoyment of their property and neighborhood; and/or
- o Otherwise adversely affects property values and neighborhood patterns.

Planning and Zoning Commission Review and Recommendation

The proposed changes to the nuisance code were discussed by the Planning and Zoning Commission at their June and July meetings. Minutes of those meetings is attached for review. The final motion and recommendation from the Planning and Zoning Commission are as follows:

Motion by Johnson to recommend denial of both Zoning and Nuisance code amendments, thus disallowing semi-tractor parking in residential zoning districts in Newton and in support of the previously submitted code amendments from the City Attorney to clear up any discrepancies within the nuisance code requirements and additionally to direct the City to explore additional parking alternatives for local long-haul drivers to park their trucks and trailers and possibly their personal vehicles, *seconded* by G. Berndt. Approved 5-0.

City Council Amendment to Proposed Ordinance

During the City Council meeting on September 20, 2021, a majority of members of the Newton City Council voted in favor of amending the proposed ordinance to allow semi-tractors to be parked on privately owned residential properties for a 72-hour period as evidenced by the observance of a semi-tractor on the property in excess of any three consecutive days in a seven-day period. The semi-tractor must be parked on hard surface and not be allowed to continuously idle.

Changes were made to the original proposed ordinance to reflect the amendments.

Recommendation:

None



Matt Muckler
City Administrator

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF
NEWTON, IOWA, 2016, TITLE IX, CHAPTER 94: PUBLIC NUISANCES,
REVISIONS AND/OR ADDITIONS RELATED TO OUTSIDE PARKING
AND STORAGE OF VEHICLES AND TRAILERS ON RESIDENTIAL
PROPERTY.**

SECTION 1. Purpose. Revisions to applicable code sections addressing roll-off dumpsters, outdoor furniture, shipping and storage containers, trailer and commercial vehicle parking, serving of nuisance violations, emergency abatements, and installment payment amounts are all proposed.

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

SECTION 1. Title IX, Chapter 94 is hereby amended by adding or ~~deleting~~ the following:

§ 94.03 OUTSIDE PARKING AND STORAGE.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-WEATHER SURFACE.

(a) An asphalt, Portland cement concrete, turf blocks or brick pavers of sufficient thickness to adequately support motor vehicles. Gravel is a permitted all-weather surface if it is at least three inches thick, free of all weeds for the entirety of the surface and contained on the owner's property in such a manner that it does not spread across any property line.

(b) No more than 50% of the front yard setback(s) on a property may be covered with an all-weather surface. This provision, however, shall not prevent the construction of hard surface paving to access the garage(s) for multiple attached dwellings, provided the design is approved through the site plan review process. Driveways exceeding 50% of the front yard setback(s) of any lot prior to the adoption of this chapter are exempt provided no additional surface area is added.

(c) No more than 60% of the total lot area on a residential property may be covered with an all-weather surface and/or building footprint. This limitation shall not apply to residential developments that have been constructed in accordance with an approved site plan. Residential properties exceeding 60% of the total maximum lot coverage requirement prior to the adoption of this regulation shall be allowed to remain, but no additional coverage is permitted.

~~***FIFTH WHEEL TRAVEL TRAILER.*** A type of travel trailer which is towed by a pickup by a connecting device known as a fifth wheel. However, this type of travel trailer may have an overall length which shall not exceed 40 feet.~~

FRONT YARD AREA. Defined in § 94.01 of this chapter.

MOTORHOME. A motor vehicle designed as an integral unit to be used as a conveyance upon the public streets and highways and for use as a temporary or recreational dwelling.

MOTOR VEHICLE. Any motor vehicle as defined in Iowa Code § 321.1, including the following:

- (a) Motorized bicycle;
- (b) Motorcycle; and
- (c) All-terrain vehicles.

OUTSIDE. Defined in § 94.01 of this chapter.

PROHIBITED VEHICLES. The following vehicles shall not be permitted to be stored or parked in a residential zone or residentially zoned district:

- (a) Dump trucks, construction equipment, semi-trailers, ~~semi-tractors~~, semi-tractor-trailer combinations, and any other similar vehicles/units;
- (b) Unlicensed commercial vehicles;
- (c) Trailers used for over-the-road hauling (designed to be pulled by a semi-tractor) of liquids, gases, livestock, fuel, refrigerated foods, materials, vehicles, construction equipment, or other products or materials;

(d) Trailers used primarily for storage.

SIDE YARD CORNER LOTS. Defined in § 94.01 of this chapter.

TRAILER. Every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that only tongue weights rests upon the towing vehicle. ~~TRAILERS not included in this definition shall include:~~

~~—— (a) Those normally used for over the road hauling (designed to be pulled by a semi-tractor) of liquids, gases, livestock, fuel, refrigerated foods, materials, vehicles, construction equipment, or other products or materials.~~

~~—— (b) Trailers being used primarily for the storage.~~

TRAVEL TRAILER. A vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed to permit the vehicle to be used as a place of human habitation by one or more persons. Said vehicle may be up to eight feet six inches in width and its overall length shall not exceed 40 feet in width and its overall length shall not exceed 40 feet. Such vehicle shall be customarily or ordinarily used for vacation or recreational purposes and may not be used unless in authorized campgrounds.

(B) Purpose. The purpose of this article is to regulate outdoor parking and/or storage within the City. The City recognizes that property owners may own or store personal vehicles, recreational vehicles and certain trailers for their personal use. The City also recognizes that property owners may own a business or work for a business that allows them to bring a company vehicle home, however large commercial vehicles or equipment in residential areas has detrimental and blighting impacts upon the residential quality and character of such neighborhoods. Such vehicles:

- (1) Obstruct views on streets and private property;
- (2) Create cluttered and otherwise unsightly areas;
- (3) Prevent full use of residential streets for residential parking;
- (4) Impair the free flow of traffic on residential streets;
- (5) Decrease adjoining landowners and occupants enjoyment of their property and neighborhood; and/or
- (6) Otherwise adversely affects property values and neighborhood patterns.

(C) Declaration of nuisance. The outside parking and storage on property used for residential purposes and/or residentially zoned property of (i) Prohibited Vehicles, and (ii) vehicles, watercraft, trailers, materials, supplies or equipment not customarily used for residential purposes, or ~~(iii) any motor vehicle which requires a commercial driver's license (CDL) to operate on public roadways, in violation of the requirements set forth below~~ is declared to be a public nuisance, because it:

- ~~(1) Obstructs views on streets and private property;~~
- ~~(2) Creates cluttered and otherwise unsightly areas;~~
- ~~(3) Prevents full use of residential streets for residential parking;~~
- ~~(4) Decreases adjoining landowners and occupants enjoyment of their property and neighborhood; and/or~~
- ~~(5) Otherwise adversely affects property values and neighborhood patterns.~~

(D) (E) Unlawful parking and storage.

(1) No person may place, store or allow the placement or storage of ice fish houses, skateboard ramps or other similar non-permanent structures outside continuously for longer than 24 hours in the front yard area or side yard corner lots on property used for residential purposes and/or on residentially zoned property.

(2) No person shall cause, undertake, permit or allow the outside parking and storage of vehicles on property used for residential purposes and/or on residentially zoned property unless it complies with the following requirements.

(a) Vehicles which are parked or stored must be on an all-weather surface.

(b) The owner of a vehicle parked in the front yard or side yard of a corner lot that is not on an all-weather surface shall be prima facie liable for the violation. The violation is enforceable with a parking ticket, with rates as set by resolution of the City Council.

(c) Parking or storing of watercraft, ~~T~~trailers, Travel Trailers or ~~M~~motorhomes upon privately-owned property is prohibited unless parked upon an all-weather surface in accordance with division (A) of this section.

(d) Parking or storing of semi-tractors upon privately-owned property is prohibited unless parked on an all-weather surface in accordance with division (A) of this section. Semi-tractors shall not be allowed to continuously idle while parked on privately-owned property. Parking is limited to a 72-hour time period and shall be evidenced by the observance of a semi-tractor parked on privately-owned property in excess of any three consecutive days in a seven-day period.

~~(e)~~(d) Storing of watercraft, ~~M~~motorhomes, ~~T~~trailers, or Travel Trailers is prohibited in the public right-of-way. Storage shall be evidenced by the observance of the watercraft, Motorhome, Trailer, or Travel Trailer parked on any public right-of-way on any three days within a seven-day period.

~~(f)~~(e) Storing and keeping of junk watercraft, Trailers, Travel Trailers or ~~M~~motorhomes is prohibited. Junk units exhibit one or more of the following conditions: broken or loose parts, flat tire(s), unsecured or damaged tarps, units filled with junk/garbage, inoperable, habitat to vermin, covered with natural growths, not registered/licensed, or otherwise unsafe for road travel.

(E) ~~(D)~~ *Exceptions.* The prohibitions of this section shall not apply to the following:

- (1) Any motor truck, pickup truck or similar vehicle being used by a public utility, moving company or similar company, which is actually being used to serve a residence not belonging to or occupied by the operator of the vehicle;
- (2) Any vehicle which is actually making a pickup or delivery at the location where it is parked. Parking for any period of time beyond the period of time reasonably necessary to make such pickup or delivery is not excepted;
- (3) Lawful non-conforming and permitted uses; or
- (4) Agriculturally used properties greater than five acres in size or agriculturally zoned properties.

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 Date. This ordinance shall be effective from and after the final passage, approval and publication as provided by law.

APPROVED this ____ day of _____, 2021.

PASSED this ____ day of _____, 2021.

(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 _____, 20____, and was published in the *Newton Daily News*, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 20____.

Signed: _____
Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution expressing intent to enter into a development agreement and to provide economic development support to Catalyst Development Newton, LLC

Summary: Catalyst Development Newton, LLC plans a rehabilitation of Buildings 1, 2, 16 and 50 on the Legacy Plaza. This resolution of intent expresses the City's economic incentive to the project.

Financial Impact: 52.3% Iowa Reinvestment District Funds, rebate local hotel/motel tax generated by the facility, and 10 year tax rebate not to exceed \$1.7 million



Report Number: 21-261

Date: October 4, 2021

Lead Department:
Community Development

Recommendation:
Approval

Newton's Future, the City's comprehensive plan, expresses the desire to grow commercial activity in the Downtown area. As the heart of the community, Downtown Newton reflects the health of Newton's economy. The adaptive reuse and rehabilitation of four buildings on the Legacy Plaza Campus continues forward development momentum in the downtown area, grows tourism opportunities for Newton, and brings additional residential units to the central business district.

Catalyst Development Newton LLC proposes the following residential and hospitality project in Buildings 1, 2, 16 and 50 at Legacy Plaza, 403 West 4th Street North:

- Market Rate Apartments (50 units)
- Boutique Hotel (58 rooms)
- Craft Cocktail Lobby Bar
- Legacy Ballroom (seating approximately 500)

Catalyst Development Newton, LLC is led by Angela Harrington. Harrington has developed hotel projects in Grinnell (Hotel Grinnell) and Iowa City (The Highlander Hotel).

The project is the anchor of the Iowa Reinvestment District which was provisionally awarded \$14 million in IRD funds by Iowa Economic Development Authority. Submittal of the final application will occur prior to February 2022.

The resolution of intent expresses the City's economic development incentives to be provided to the project using local TIF (Tax Increment Financing) funds and local hotel motel tax funds, as well as funds generated from the state designated Iowa Reinvestment District. The resolution of intent provides the following:

- A future minimum assessment agreement anticipates a total valuation of the Catalyst Development project area (Buildings 1, 2, 16, and 50 on the campus) at \$7 million. The net assessed value of the *entire* DMACC campus is \$907,410 (for 2021).

- Provision of 52.3% of received State of Iowa Reinvestment District Funds, as previously expressed by the City's Iowa Reinvestment District Application which has received a provisional award.
- TIF Rebate of 100% for 10 years with a not to exceed amount of \$1.7 million over that full period.
- Rebate of the local hotel/motel tax generated by the facility for a period of 10 years.

Recommendation: Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. _____

Resolution expressing intent to enter into a development agreement and to provide economic development support to Catalyst Development Newton, LLC

WHEREAS, the City Council of the City of Newton, Iowa (the “City”) has proposed to establish a new urban renewal area (the “Urban Renewal Area”) on certain real property (the “Property”) in the City known as Legacy Plaza and to adopt an urban renewal plan (the “Urban Renewal Plan”) for the governance of initiatives and projects therein; and

WHEREAS, Catalyst Development Newton, LLC (the “Developer”) has proposed to undertake the redevelopment (the “Redevelopment Project”) of the Property and certain existing buildings situated thereon into a multiuse development including (i) a hotel facility (the “Hotel Facility”); (ii) an apartment building (the “Apartment Building”); and (iii) an event center (the “Event Center”);

WHEREAS, the Developer has requested that the City provide financial assistance to be used by the Developer in paying the costs of undertaking the Redevelopment Project in the form of (i) incremental property tax payments; (ii) an economic development grant (the “Grant”); and (iii) a series of hotel/motel tax revenues economic development grants (the “Hotel/Motel Tax Grants”); and

WHEREAS, the City intends to provide such financial support by entering into a development agreement (the “Development Agreement”) with the Developer and thereby making provision for (i) the funding of annual appropriation incremental property tax payments (the “Payments”) to the Developer; (ii) the funding of the Grant to the Developer; and (iii) the funding of the Hotel/Motel Tax Grants; and

WHEREAS, prior to entering into the Development Agreement, the City Council must undertake the statutory processes for (1) establishing the Urban Renewal Area and approving the Redevelopment Project as an urban renewal project under the Urban Renewal Plan; (2) approving the Development Agreement and making provision for the Payments, the Grant and the Hotel/Motel Tax Grants; but the City desires to convey its intent to pursue these actions to the Developer through the adoption of this Resolution;

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

Section 1. The City hereby expresses its intent to support the Redevelopment Project in the future. The City will in good faith negotiate the Development Agreement with respect to the redevelopment of the Property and the undertaking of the Redevelopment Project, such proposed Development Agreement to minimally include the following terms:

A) The Developer will commit to undertaking the Redevelopment Project on the Property, such Redevelopment Project to minimally include the construction of the Hotel Facility, the Apartment Building and the Event Center. The Developer will commit to investing approximately \$12,951,854 into the development and construction of the Redevelopment

Project. The Developer will agree to complete the construction of the Redevelopment Project by March 31, 2023.

Further, the Developer will agree to use the completed Redevelopment Project in its business operations throughout the term of the Development Agreement, and to maintain the Property and the Redevelopment Project useful and in good repair.

B) The Developer will commit to undertaking certain breezeway improvements on the Property as depicted on the concept plan that is currently on file with the City.

C) The Developer will commit to entering into one or more minimum assessment agreement(s) pursuant to Section 403.6 of the Code of Iowa establishing the total minimum assessed taxable valuation of the Property at not less than \$7,000,000.

D) The Developer will commit to ensuring timely payment of all property taxes as they come due with respect to the Property during the term of the Agreement.

E) The Developer will agree to obtain and continuously maintain insurance on the Property and the completed Redevelopment Project, including builder's risk insurance, comprehensive general liability insurance and worker's compensation insurance. The Developer will commit to obtaining builder's risk insurance prior to construction of the Redevelopment Project.

F) The Developer will commit to establishing and maintaining (the "Jobs Requirement") not less than five (5) full-time equivalent employment positions in connection with the operations of the Hotel Facility on the Property and to provide annual written reports to the City demonstrating that the Developer is in compliance with the Jobs Requirement.

G) The Developer will agree to provide to the City a copy of each quarterly sales tax return (each, a "Quarterly Sales Tax Return") filed with the Iowa Department of Revenue with respect to the Hotel Facility within thirty (30) days of such filing throughout the term of the Development Agreement.

H) The Developer will acknowledge that the City will cover the payment of legal fees and administrative costs (the "Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the establishment of the Urban Renewal Area. Furthermore, the Developer will agree that the City shall withhold the Admin Costs from the Payments in order to recover the Admin Costs.

I) The City will agree to fund the Grant to the Developer upon issuance of a Certificate of Occupancy for the Apartment Building and upon receipt of an acceptable grant disbursement request from the Developer. The amount of the Grant will be equal to the product of \$1,000 multiplied by the number of apartment units reflected in the Certificate of Occupancy for the Apartment Building, provided, however, that the maximum amount of the Grant shall not exceed \$50,000.

J) The City will agree to fund the Payments in an aggregate amount not to exceed \$1,700,000 over a period of ten (10) years of incremental property tax collections. Furthermore,

the Payments will be funded with one hundred percent (100%) of the incremental property tax revenues to be derived from the Property, and all Payments under the Agreement will be made subject to annual appropriation by the City Council.

K) The City will commit to funding the Hotel/Motel Grants to the Developer over a period of ten (10) years from revenues (the “Hotel Tax Revenues”) generated solely by the Hotel Facility arising from the taxes collected by the City pursuant to Iowa Code Section 423A.7. The Hotel/Motel Grants will be funded with one hundred percent (100%) of the Hotel Tax Revenues to be derived from the Property, and all Hotel/Motel Grants under the Agreement will be made subject to annual appropriation by the City Council.

L) The City and the Developer will negotiate a provision to be included in the Development Agreement governing the distribution of the proceeds of the Iowa Reinvestment District Funding to be received by the City. It is anticipated that the 52.3% of the Iowa Reinvestment District Funding to be received by the City will be distributed to the Developer for use by the Developer in paying the costs of the Redevelopment Project. It is further anticipated that 45.2% of the Iowa Reinvestment District Funding will be earmarked for use by Des Moines Area Community College. The remaining Iowa Reinvestment District Funding will be used by the City for any lawful purpose.

Section 2. The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to establish the Urban Renewal Area and to authorize the Development Agreement. Both the City and the Developer acknowledge that the City’s commitment in this Section is merely a present statement of intent and that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

Section 3. Nothing in this Resolution shall prevent the parties from negotiating additional terms, not set forth herein, for inclusion in the Development Agreement.

Section 4. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Passed and approved this October 4, 2021.

Mayor

Attest:

City Clerk

City of Newton Council Report

Item: Resolution authorizing the City of Newton to apply for a Downtown Housing Grant with Iowa Economic Development Authority.

Summary: Governor Reynolds has designated \$20 million of Iowa's \$100 million American Rescue Plan Act funds to aid in the development of downtown housing projects. This resolution authorizes submittal of a Downtown Housing Grant application for the residential component of the rehabilitation and adaptive reuse of Building 16 into residential units.

Financial Impact: No additional. The City's match is met by prior council action.



Report Number: 21-262

Date: October 4, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Background: The Downtown Housing Grant program is a newly created funding opportunity by the State of Iowa using American Rescue Plan Act dollars. The Downtown Housing Grant program provides financial assistance for projects that support local downtown revitalization through new and renovated housing opportunities in communities under 30,000. This funding will invest in projects that include:

- Building rehabilitation projects that increase local upper floor housing options,
- Projects that incorporate quality design and preservation-based strategies,
- Projects that support local revitalization efforts and stimulate additional district investment.

Projects creating or improving under 10 housing units are eligible for \$100,000 to \$300,000, while projects creating 10 or more units are eligible for \$100,000 to \$600,000. Projects must be located within the vicinity of the downtown area, and the participating City must be the applicant for the Downtown Housing Grant in partnership with the local project owner or representative.

The Grant requires a 25% local match, which could be in the form of a cash grant, secured loan or TIF rebate, and the project must be completed within a 24-month period following awarding of the Grant.

Local Application: This resolution authorizes the City's application for the Downtown Housing Grant Program for the housing development located at Legacy Plaza. IEDA has indicated that applications that are nearly "shovel ready" will have a higher likelihood of funding. There are no other housing projects at this same planning stage located in the downtown area.

The subject property is zoned C-CBD: Central Business District Commercial. Cataylst proposes the development of 50 residential units in Building 16 on the campus. Because the project includes more than 10 residential units, it is eligible for a grant in the \$100,000 to \$600,000 range.

If the awarded at the maximum possible, the required match of 25% from the City would be \$150,000. To date, the Newton City Council has approved Resolution #2020-137 committing

\$1,000 per residential unit created up to maximum of \$50,000.00 for the project. In addition, the Resolution of Intent, on this agenda for October 4th, stipulates the City's further participation in the project with a tax rebate. These two commitments will serve as the City's match for the purpose of this grant. These two resolutions are referenced in the attached resolution.

The City of Newton was provisionally awarded up to \$14 million through the Iowa Reinvestment District program for Catalyst Development's multi-use project located at Legacy Plaza, DMACC's campus improvements and education expansion, and the City's compilation of small projects throughout the whole downtown area. Catalyst Development's project includes a hotel with lobby bar, ball room and new housing units.

If this Resolution is approved by Council, the Legacy Plaza Housing project will be submitted in the City's application for a Downtown Housing Grant.

The application deadline is January 31, 2022.

Recommendation: City Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AUTHORIZING THE CITY OF NEWTON TO APPLY FOR A
DOWNTOWN HOUSING GRANT WITH IOWA ECONOMIC DEVELOPMENT
AUTHORITY**

WHEREAS, the State of Iowa has received \$100 million in American Rescue Plan Act funds that Governor Kim Reynolds has designated for qualifying housing projects throughout the state; and

WHEREAS, \$20 million of the Iowa ARP funds have been earmarked for Downtown Housing Grant in communities with populations of less than 30,000 and each qualifying project with 10 or more housing units may receive up to \$600,000 in grant funds; and

WHEREAS, the *Newton's Future: A Comprehensive Plan* expresses the community's desire to increase housing availability; and

WHEREAS, the City of Newton's Iowa Reinvestment District Application was provisionally approved and consisted of three main projects through public-private partnership including Catalyst Development Newton, LLC's hospitality and residential redevelopment, DMACC's campus improvements and academic expansion, and the City's Resiliency Zone; and

WHEREAS, residential component of Catalyst Development Newton, LLC's project aligns with the City's comprehensive plan, will fulfill an identified need for additional housing opportunities, and is substantially planned and designed; and

WHEREAS, Resolution 2020-137 and Resolution 2021-_____ stipulates the City's intent to provide financial assistance for the redevelopment and adaptive reuse of Legacy Plaza Buildings;

NOW THEREFORE, BE IT RESOLVED that the City of Newton's Downtown Housing Grant Application for the residential component of the adaptive reuse and redevelopment of the upper levels of Building 16 at Legacy Plaza into housing is hereby authorized for submittal.

BE IT FURTHER RESOLVED that the City's twenty-five percent (25%) local match for the purpose of the grant will be provided for as expressed by Resolution 2020-137 and 2021-_____.

PASSED this 4th day of October, 2021.

APPROVED this _____ day of October, 2021.

Michael Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution to contract the installation of the emergency generator at the Newton YMCA.

Summary: Jasper County EMA, City of Newton, Newton YMCA, Alliant Energy, and Jasper Community Foundation have partnered to install an emergency generator at the Newton YMCA.

Financial Impact: \$17,500 total unfunded project cost paid from General Fund balances.



Report Number: 21-263

Date: October 4, 2021

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The Fire Department has been working with Jasper County Emergency Management Agency (EMA) to provide emergency shelter space in the City of Newton. The need for an emergency shelter came to light during the derecho in 2020. With power out for almost a week in some parts of Jasper County and parts of Newton, medically dependent residents were scrambling to charge medically required equipment. In addition, many residents lacked the ability to charge cell phones and tablets that were relied upon for communication. The idea was launched to find a building in Newton that could serve as an emergency shelter. The Newton YMCA became the preferred building. Jasper County EMA was able to procure a generator through a donation from Alliant Energy. The remaining costs were for installation of transfer switches and other necessary wiring, the installation of gas piping for fuel supply, and a concrete slab for placement at the facility. The Newton YMCA will be responsible for maintenance and operation costs through a contract with Jasper County EMA. Bids were received through Jasper County EMA with a total cost of \$25,000. The Fire Chief presented the concept to City Council back in late spring. City Council asked the Fire Chief to see what could be found for grants to offset the cost of the project. Currently, the Jasper Community Foundation has committed \$7,500 toward the project. The Fire Chief continues to look for other grant opportunities. Time is now of the essence as we are quickly approaching the end of the construction season.

RECOMMENDATION

City Staff recommends Council accept the grant from the Jasper Community Foundation and commit to paying the remaining balance of \$17,750 to complete the project. The Fire Chief will continue to search for available grant opportunities to offset this cost. Funds from General Fund balances will be used to pay the project cost.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION TO CONTRACT THE INSTALLATION OF THE EMERGENCY GENERATOR AT THE NEWTON YMCA

WHEREAS, the need for an emergency shelter came to light during the derecho in 2020; and

WHEREAS, medically dependent residents were scrambling to charge medically required equipment; and

WHEREAS, many residents lacked the ability to charge cell phones and tablets that were relied upon for communication; and

WHEREAS, the Fire Department, Jasper County Emergency Management Agency, Alliant Energy, and the Newton YMCA have worked together to come up with a plan to use a portion of the Newton YMCA as an emergency shelter with a backup generator; and

WHEREAS,. Alliant Energy will donate a 30Kw generator, the Newton YMCA will provide the facility and ongoing maintenance, Jasper County Emergency Management Agency will provide assistance with operating assistance as available through emergency declaration and contract agreements to all parties, and the City of Newton will pay for installation of necessary electrical connections, gas piping for fuel and installation of a concrete slab; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, to contract with 1) Carroll DePenning Electric of Newton, Iowa for the installation of the necessary electrical equipment in the amount of \$19,617; 2) Warnick and Reeves of Newton, Iowa for the installation of natural gas piping for a fuel supply in the amount of \$4,668; and install a suitable concrete pad in the amount of \$715; and

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, the City of Newton accept a grant from the Jasper Community Foundation in the amount of \$7,500 and pay the remaining balance of \$17,500 from General Fund balances.

PASSED this _____ day of October 2021.

APPROVED this _____ day of October 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: A Resolution approving economic development local business support grant program agreement with Nehring Auto, Inc. for 1800 1st Avenue East.

Summary: City Council approved a resolution of intent which stipulated a \$20,000 business improvement grant for 1800 1st Avenue East to assist with curb appeal improvements. The updates to the Urban Renewal Plan have been making it possible to proceed with the grant.

Financial Impact: \$20,000 of TIF funds from the First Avenue Urban Renewal Area



Report Number: 21-264

Date: October 4, 2021

Lead Department:
Community Development

Recommendation:
Approval

City Council approved a Resolution of Intent to provide economic development assistance at 1800 1st Avenue East earlier this year. (Resolution 2021-152).

After adoption of the Resolution of Intent, the City began the process to amend the First Avenue Urban Renewal Area Plan to include a business support grant program. This has been completed.

The agreement between the City and formalizes the resolution of intent and can be acted on by council since the grant program now exists in the urban renewal area plan. The agreement between the City of Newton and Nehring Auto, Inc. provides the developer a reimbursement grant of \$20,000 in exchange for certain curb appeal improvements at the property such as concrete paving, removal of old lighting and planters, new windows/doors, new metal siding. The grant requires at least a 1:1 match.

Recommendation: Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021- _____

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT LOCAL
BUSINESS SUPPORT GRANT PROGRAM AGREEMENT WITH
NEHRING AUTO, INC. FOR 1800 1ST AVENUE EAST**

WHEREAS, *Newton's Future* recognizes the desire to improve curb appeal and grow local commercial business; and

WHEREAS, Resolution 2021-152 expressed the intent of the City of Newton to provide an economic development reimbursement grant for curb appeal improvements at 1800 1st Avenue East; and

WHEREAS, the First Avenue East Urban Renewal Area Plan provides for an Economic Development Local Business Support Grant program; and

WHEREAS, the agreement between City of Newton and Nehring Auto, Inc. aligns with the intent expressed in Resolution 2021-152;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that an Economic Development Local Business Support Grant in an amount up to \$20,000, if a 1:1 match is met, be provided to Nehring Auto, Inc. for curb appeal improvements at 1800 1st Avenue East.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Economic Development Local Business Support Grant agreement.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Economic Development Local Business Support Grant Program
Between City of Newton and Nehring Auto, Inc.**

This Agreement made and entered into this ____ day of _____, 2021 by and between the City of Newton, Iowa, hereinafter called "City" and Nehring Auto, Inc., owner, 1800 1st Avenue East, Newton, Iowa, hereinafter called "Developer."

WHEREAS, the property at 1800 1st Avenue East is legally described as:

Lot Five and the West Sixty feet of Lot Six of the Subdivision of the Northeast Quarter of the Northwest Quarter of Section Thirty-five, Township Eighty North, Rang Nineteen West of the Fifth P.M., Jasper County Iowa; and part of Lot A of the Subdivision of the Northeast Quarter of the Northwest Quarter of said Section Thirty-five, as appears in Plat Book D, at page 77 in the Office of the Recorder of said County, described as: Commencing at the Southwest Corner of Lot Five in said Subdivision, run thence North to the Northwest Corner of said Lot Five, thence West Eight feet, thence South to a point Eight Feet West of the Southwest Corner of said Lot Five, thence East Eight feet to the point of beginning.
Locally known as: 1800 1st Ave E, Newton, IA 50208.

WHEREAS, the Developer submitted a plan for rehabilitation which included planned curb appeal improvements of new concrete paving in parking lot, new metal siding, windows and gutters, and planter & light post removal; and

WHEREAS, Resolution of Intent by Newton City Council (No.2021-152) stipulated the desire by Newton City Council to provide an economic development grant for property improvements; and

WHEREAS, the subject property is located within the First Avenue Urban Renewal Area and is eligible for the Economic Development Local Business Support Grant Program listed within that plan; and

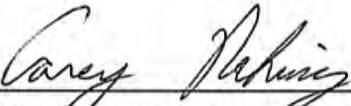
WHEREAS, all parties agree that prior to December 1, 2021, a minimum assessment agreement between the Developer and the City will be entered into for a duration of 10 years that will establish a minimum actual value which shall be assessed for the property to be \$205,000;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

Section 1. The City of Newton shall provide a reimbursement grant in an amount not to exceed \$20,000 provided a 1:1 match is met and evidenced by paid invoices for the work. One partial reimbursement may be made.

Section 2. That this agreement shall be effective through December 31, 2022. Any work completed after December 31, 2022 will not be eligible for reimbursement.

Applicant:



Carey Nehring, Nehring Auto, Inc.

9-27-21
Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

Item: Resolution authorizing the filing of 657A.10A petition for abandoned property at 229 East 24th Street North, Newton.

Summary: The home at 229 East 24th Street North appears to have been abandoned by the property owner. The 657A.10A process will allow the City to acquire the property in order to address the abandonment.

Financial Impact: Under \$10,000 in legal fees for preparing, filing, and going to trial for the petition



Report Number: 21-265

Date: October 4, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The property at 229 East 24th Street North appears to have been abandoned by the owners. The State Code 657A.10A process allows cities to petition the court for ownership of abandoned buildings.

Funding Source: D&D Bonded Funds will be utilized to pay for the legal costs associated with acquiring the property through the process authorized by State Code 657A.10A. Upon ownership, the City may demolish the home. If the home appears salvageable upon inspection after a court award, an opportunity for rehabilitation may be available.

Recommendation: City Staff recommends approval.

Matt Muckler
City Administrator

229 East 24th Street North Photos



RESOLUTION NO. 2021 – _____

**RESOLUTION AUTHORIZING THE FILING OF 657A.10A PETITION FOR
ABANDONED PROPERTY AT 229 EAST 24TH STREET NORTH,
NEWTON**

WHEREAS, the City of Newton has established a Dangerous and Dilapidated Building Program through which it acquires real estate for sale and redevelopment, and,

WHEREAS, State of Iowa Code 657A.10A allows for cities to petition for ownership of abandoned buildings, and these identified properties appear to meet the criteria of abandoned buildings;

WHEREAS, legal fees and court costs associated with the filing of the petitions are typically under \$10,000 per property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That staff is directed to file a petition for the following property in accordance with State of Iowa Code 657A.10A for ownership of the abandoned building at the following locations:

229 East 24th Street North, legally described as:

LOT ONE HUNDRED TWENTY IN FAIR MEADOWS ADDITION PHASE V, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN IN PLAT BOOK "F" AT PAGES 224, 225, AND 226 (NOW SHOWN IN PLAT CABINET A, AT PAGE 93) IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PASSED this _____ day of October, 2021

APPROVED this _____ day of October, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving an agreement with Parkview Animal Hospital for animal shelter services



Summary: Agreement with Parkview Animal Hospital to serve as the contracted animal shelter to house stray dogs found within the City and quarantine dogs involved in bite incidents

Financial Impact: \$25,000 annually

Report Number: 21-266

Date: October 4, 2021

Lead Department: Police Department

Recommendation:
Approve

The City has historically contracted for animal control services to pick up dogs running at large, care for sick or injured animals, or quarantine dogs involved in bite incidents. In 2020, after the Jasper County Animal Rescue League closed, the City contracted with Parkview Animal Hospital in Newton for animal shelter services and City staff took on the responsibility of picking up animals within the community and transporting them to the shelter facility. This arrangement worked well and both parties desire to continue this partnership in the future.

Parkview Animal Hospital proposes a 5-year agreement. Currently there are 2 kennels at the shelter facility reserved for the City's exclusive use with a fee of \$20 per kennel per day. The new proposed rate would increase to \$25 per day per kennel per day in 2022 and increase 5% each year through the duration of the 5-year agreement.

In addition to the base annual fee, City staff and Parkview Animal Hospital discussed and propose financial incentives for the development and construction of a new kennel facility to support long term shelter services for the City. Parkview Animal Hospital has committed to building a new 20 kennel shelter facility on their current property at 2012 1st Ave E. City staff and Parkview Animal Hospital propose a \$19,152,84 development incentive to be paid annually through the duration of the 5-year agreement. This incentive will help offset construction costs and ensure Parkview Animal Hospital has the infrastructure available to support animal sheltering services for the City.

Year	Base Annual Fee	Annual Incentive	Total Annual Expense
2022	\$18,250.00	\$5,750.04	\$24,000.00
2023	\$19,163.50	\$4,836.46	\$24,000.00
2024	\$20,121.68	\$3,878.28	\$24,000.00
2025	\$21,127.76	\$2,872.20	\$24,000.00
2026	\$22,184.15	\$1,815.84	\$24,000.00

(Total annual expense amount rounded to nearest whole number)

The City's previous agreement with the Jasper County Animal Rescue League for full animal control services cost \$31,875 in FY20, \$42,690 in FY19 and \$36,482 in FY18.

Recommendation:

City Staff recommends approval of a five-year shelter service and development agreement with Parkview Animal Hospital beginning on November 1, 2021

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

Attachment

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING AN AGREEMENT WITH PARKVIEW ANIMAL
HOSPITAL FOR ANIMAL SHELTER SERVICES**

WHEREAS, the City has historically contracted for animal control services to pick up animals running at large, sick or injured animals and quarantine dogs involved in bite incidents;

WHEREAS, the Jasper County Animal Rescue League closed in July of 2020 requiring the City to seek other options for animal control; and

WHEREAS, the City contracted with Parkview Animal Hospital for animal shelter services in 2020 and desire to continue the partnership; and

WHEREAS, Parkview Animal Hospital and City staff propose a 5-year animal sheltering service and development agreement for \$24,000 annually beginning November 1, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City hereby approves a five-year animal shelter service and development agreement with Parkview Animal Hospital.

PASSED this _____ day of October, 2021

APPROVED this _____ day of October, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON
ANIMAL HOUSING AGREEMENT

THIS ANIMAL HOUSING AGREEMENT ("Agreement") by and between the City of Newton, a municipal corporation duly organized and existing under the laws of the State of Iowa ("City") and Parkview Animal Hospital ("Veterinarian").

WITNESSETH:

WHEREAS The City has the primary responsibility to enforce animal control within its City limits. See Iowa Code Chapter 351; see Newton City Code Chapter 90;

WHEREAS Veterinarian is in the business of providing veterinary and housing services to dogs, cats, and various other animals;

WHEREAS This Agreement sets out the terms and conditions by which the City engages Veterinarian to provide housing for dogs and cats which the City identifies as needing such housing in the course of providing animal control within the City limits;

Now, therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY VETERINARIAN.

- a. Premises. Veterinarian is located at **2012 1st Ave E, Newton, Iowa 50208**. Veterinarian agrees to provide two (2) climate controlled kennels for the City's exclusive use at all times during the term of this Agreement, and to provide such additional kennels as may from time to time be needed by the City.
- b. Care of Impounded Animals. For each animal that is placed for housing with Veterinarian, Veterinarian agrees to provide and ensure each such animal has adequate food and water, necessary vaccinations, and emergency medical care, and is otherwise placed in safe and sanitary conditions.
- c. Length of Impoundment. Unless another duration is directed by the Chief of Police or required by City Code, Veterinarian agrees to house impounded animals for a period of seven (7) days and to house quarantined animals for a period of ten (10) days. In the case of stray animals, such animals shall be transported and surrendered to the Des Moines Animal Rescue League if unclaimed after a period of seven (7) days. City shall make all arrangements for such transportation and surrender with the Animal Rescue League of Iowa.
- d. Intake Processing and Reclaiming Animals; Document Retention. Veterinarian shall be responsible for providing all intake forms for Officers to fill out and complete at the time of delivery of an animal to Veterinarian. Likewise, Veterinarian shall be responsible for preparing reclamation paperwork, including declaration of ownership documents and

reclamation receipts. Veterinarian shall require proof of ownership and declaration of ownership prior to returning the animal. All forms and declarations required by this provision shall be subject to review and approval by the Chief of Police. Veterinarian agrees to maintain complete files for each animal delivered to Veterinarian pursuant to this Agreement.

- e. Right of Entry. City's Animal Control Officers and Peace Officers shall have the right to enter, and shall be provided access to, the Kennel Room at any and all times in order to place impounded animal in kennels with Veterinarian.

2. **TERM and EARLY TERMINATION**

- a. Term. Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall run for a period of five (5) years.
- b. Early Termination. This Agreement may be terminated early by either party only for cause, consistent with the provisions listed below.
 - i. *For Cause*. Either party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the other party. Cause shall mean material breaches and events of default, as described herein below.

3. **EVENTS OF DEFAULT/BREACH AND REMEDIES**

- a. Termination for Cause – Events of Default and Breach.

- i. *VETERINARIAN*.

Veterinarian may terminate this Agreement upon the occurrence of an event of default caused by one or more of the City's actions or inactions as follows below:

- (1) the City fails to pay any sum payable hereunder within ninety (90) days after same is due and payable; or
 - (2) the City fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than ninety (90) days after written notice thereof from the party claiming the occurrence of an event of default. Upon receipt of such written notice, such party shall promptly undertake such actions as may be necessary to cure the claimed default.
 - ii. *City*. The City shall have the right to terminate this Agreement immediately upon written notice upon the occurrence of an event of default caused by one or more of Veterinarian's actions or inactions, as follows below:

- (1) admit in writing its inability to pay its debts as they become due;
- (2) file a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;
- (3) make an assignment for the benefit of creditors;
- (4) consent to an appointment of a trustee or receiver for all or a major portion of its property;
- (5) be adjudicated a Bankrupt or insolvent under any Federal or State law;
- (6) suffer the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

b. Remedies.

- i. The parties shall have the right to pursue all remedies available at law or in equity.
- ii. Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the City, and to maintain and disclose records, audits, and reports.

4. **COMPENSATION AND FINANCIAL INCENTIVE.**

a. Compensation. Compensation to Veterinarian for kennels will be as set forth in Exhibit A, which is incorporated herein by this reference.

~~a.~~

b. *Financial Incentive.* In exchange for the services Veterinarian agrees to provide City under this Agreement, City agrees to provide Veterinarian with certain financial incentives. The total amount of financial incentives and the frequency of payment is as set forth in Exhibit B, attached hereto and by this reference made a part hereof. Notwithstanding anything to the contrary, the City bears no obligation

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to pay the total anticipated financial incentives contemplated by the parties. Veterinarian shall receive only the prorated portion of financial incentives for the period of time that this Agreement is in effect. If this Agreement terminates early for any reason, Veterinarian is not entitled to and shall not receive any financial incentives for the time remaining under the Agreement.

5. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Veterinarian covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the City, their officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Veterinarian, Veterinarian's employees, agents, or subcontractors; or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of Veterinarian in its performance of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of Veterinarian.

Veterinarian further covenants and agrees to obtain the necessary insurance as required by this contract to effectuate this Hold Harmless clause, and shall name the City as an additional insured on all applicable insurance and indemnification.

6. ASSIGNMENT

Veterinarian is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Veterinarian's right, title, or interest in this Agreement, or Veterinarian's power to execute this Agreement, to any other person or entity without the previous consent in writing of the City.

7. NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and Veterinarian.

8. GOVERNMENTAL COMPLIANCE

Veterinarian shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.

9. LICENSES AND PERMITS

Veterinarian shall obtain at Veterinarian's own expense all licenses or permits required for Veterinarian's services or work under this Agreement, prior to the commencement of Veterinarian's services or work.

10. FORCE MAJEURE

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

11. AGREEMENT MODIFICATIONS

This Agreement may be modified only by a written amendment authorized by the City Council.

12. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13. CLAUSES REQUIRED BYLAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

14. REPRESENTATIONS & WARRANTIES

Veterinarian represents and warrants to the City the following: (i) Veterinarian has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Veterinarian and constitutes a valid and binding obligation of Veterinarian, enforceable in accordance with its terms, except as

such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the internal laws of the State of Iowa, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Jasper County, Iowa, and Veterinarian consents to such exclusive jurisdiction.

16. NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

18. NOTICES

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

|

If to the City, to:

City Hall
City of Newton
101 West 4th Street S
Newton, IA 50208

If to

VETERINARIAN,

to:

PARKVIEW
ANIMAL
HOSPITAL
2012 1st Ave E,
Newton, Iowa 50208

(signature page follows)

FOR THE CITY OF NEWTON

Mayor: _____

Date: _____

PARKVIEW ANIMAL HOSPITAL

Name: _____

Title: _____

Date: _____

EXHIBIT A

Compensation

A. As compensation to Veterinarian for providing the Services as described in this Agreement, City shall pay Veterinarian the specified rate (table 1) for each of the two kennels reserved exclusively to the City. In the event that the City shall need and utilize any additional kennels, the City shall pay to Veterinarian a sum of \$25.00 per day for each Kennel utilized.

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B. Billing Frequency. Veterinarian shall bill City once monthly for the services provided in the preceding month. The fixed sum per year (table 1) for the two kennels set aside for the City's exclusive use shall be billed in twelve equal installments, with the specified amount being due and payable for each month that this Agreement is in effect, unless earlier terminated pursuant to the provisions of this Agreement. The City shall issue payment to Veterinarian within forty-five (45) days of receipt of Veterinarian's invoice.

C. Reconciliation. In the event that the compensation paid/withdrawn is determined to be incorrect after review, Veterinarian shall promptly remit to the City any excess amount which was paid, or the City shall promptly pay the shortfall, as the case may be. Obligations of the Parties to pay amounts owed herein and in any other provision of this Agreement shall survive the termination of this Agreement.

<u>Year</u>	<u>Base Fee</u>	<u>Annual 5% Increase</u>	<u>Total Monthly</u>	<u>Total Annual</u>
<u>2022</u>	<u>\$18,250.00</u>		<u>\$1520.83</u>	<u>\$18,250.00</u>
<u>2023</u>	<u>\$18,250.00</u>	<u>\$913.50</u>	<u>\$1596.96</u>	<u>\$19,163.50</u>
<u>2024</u>	<u>\$19,163.50</u>	<u>\$958.18</u>	<u>\$1676.81</u>	<u>\$20,121.68</u>
<u>2025</u>	<u>\$20,121.68</u>	<u>\$1006.08</u>	<u>\$1760.65</u>	<u>\$21,127.76</u>
<u>2026</u>	<u>\$21,127.76</u>	<u>\$1056.39</u>	<u>\$1848.68</u>	<u>\$22,184.15</u>

(Table 1)

EXHIBIT B

Financial Incentive

A. As compensation to Veterinarian for providing the Services as described in this Agreement, City agrees to provide Veterinarian development incentives (table 2) for the construction and maintenance of a kennel facility reserved and utilized by the City.

B. Billing Frequency. Veterinarian shall bill City once monthly for the development incentives outlined in this agreement. The fixed sum per year (table 2) shall be billed in twelve equal installments, with the specified amount being due and payable for each month that this Agreement is in effect, unless earlier terminated pursuant to the provisions of this Agreement. The City shall issue payment to Veterinarian within forty-five (45) days of receipt of Veterinarian's invoice.

C. Reconciliation. In the event that the compensation paid/withdrawn is determined to be incorrect after review, Veterinarian shall promptly remit to the City any excess amount which was paid, or the City shall promptly pay the shortfall, as the case may be. Obligations of the Parties to pay amounts owed herein and in any other provision of this Agreement shall survive the termination of this Agreement.

<u>Year</u>	<u>Annual Incentive</u>
<u>2022</u>	<u>\$5,750.04</u>
<u>2023</u>	<u>\$4,836.48</u>
<u>2024</u>	<u>\$3,878.28</u>
<u>2025</u>	<u>\$2,872.20</u>
<u>2026</u>	<u>\$1,815.84</u>
<u>Total Incentive</u>	<u>\$19,152.84</u>

(table 2)

City of Newton Council Report

**Item:**

Resolution approving the purchase of 10 new golf cars for Westwood Golf Course.

Report Number: 21-267

Date:

October 4, 2021

Summary:

Purchase 10 new golf cars to add to the existing fleet of 36 golf cars, which will help cover the increasing demand for their use.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$49,500 purchase, with \$35,000 from General Fund reserves and \$14,500 from the Golf fund.

Background:

Westwood Golf Course has maintained a fleet of 36 golf cars for rental over the last several years, with all 36 of the golf cars being owned by the City since 2018. Prior to that a portion of the golf car fleet was leased, which left the per unit cost nearly twice as much when compared to the purchase of a new golf car with a trade-in.

The course, which is in the middle of the third consecutive year of growth of golf rounds played, has struggled at times this season to keep up with the demand for golf cars. Examples include:

- On every Saturday in August this year, staff has had to block off anywhere from four to seven normally available tee times in the mid-afternoon just so they can catch up with golf cars getting returned from morning rounds. These blocked out tee times amount to lost revenue in green fees, concessions sales, and cart rentals.
- On numerous other weekdays and weekends, only one to two golf cars were available through large portions of the afternoon. This leaves no capacity for accommodating the current golf demand should a couple golf cars go down for repairs.
- At a handful of tournaments and events this year, staff had to cap the number of registrations because of the unavailability of getting tournament golf car fleet rentals. With a local business selling off the rental part of their operation to an out-of-state company, that has left 15 to 20 golf courses in the area all trying to rent from the only other two golf car fleet rental businesses servicing Central Iowa. If golf cars are available to rent, the price is currently around \$45 per unit plus delivery, and in many instances they may not be able to supply all the requested golf cars. This has resulted

in not only less revenue from less event registrations, but has also cost more with the added fees to rent golf cars per event.

Should Council approve this resolution to purchase 10 additional golf cars for Westwood, at current demand staff would only need to find extra golf cars for two or three events each year. The annual golf car rental cost paid out to vendors over the last three years ranges from \$2,080 to \$4,818 per year. To-date in 2021, golf car rental fees paid to outside vendors has totaled \$3,416. Adding 10 golf cars to the fleet would greatly reduce, or nearly eliminate in most cases, this expenditure.

The average annual revenue generated in golf car rental at Westwood is about \$111,400 per year over the last five years. In spreading that annual average out across the 36 golf cars in the fleet, each golf car generates an average of \$3,094 per year in rental revenue. Over a seven year lifespan, each golf car generates \$21,658 in rental revenue. When subtracting the initial purchase price (with no trade-in) of \$4,950 per golf car, and ignoring normally minor maintenance and operational costs over the seven year life-span, each golf car can realize up to \$16,700 in profits over its life-span. These revenue estimates are for golf car rental revenue only; and do not include the additional green fees, concessions, or tournament registration revenue that would be realized by not having to turn away players at times. Of all the equipment that the City purchases, golf cars are one of the few that actually generate revenue.

Staff obtained the following quotes for 10 new, 2022 Yamaha EFI golf cars:

Harris Golf Cars – Dubuque, Iowa	\$49,500.00
Four Points Golf Cars – Kellogg, Iowa	\$52,000.00
BOM, LLC – Blair, Nebraska	\$52,500.00

The Yamaha golf cars quoted keep the current fleet uniform, helping to hold down maintenance costs. Delivery, if approved, would be in the spring of 2022.

Recommendation:

Staff recommends approval of the resolution authorizing the Community Services Director to purchase 10 new 2022 Yamaha EFI golf cars from Harris Golf Cars of Dubuque, Iowa in the amount of \$49,500.00.



Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION APPROVING THE PURCHASE OF 10 NEW GOLF CARS FOR WESTWOOD GOLF COURSE.

WHEREAS, Westwood Golf Course has maintained a fleet of 36 golf cars for rental over the last several years, with all 36 of the golf cars being owned by the City since 2018; and

WHEREAS, the course, which is in the middle of the third consecutive year of growth of golf rounds played, has struggled at times this season to keep up with the demand for golf cars; and

WHEREAS, with the increased demand for golf car rental, staff has had to turn away golfers or limit event registrations, resulting in lost revenue from greens fees, event registrations, golf car rental, and concessions; and

WHEREAS, adding 10 golf cars to the fleet would greatly reduce, or nearly eliminate in most cases, the rental expenditure paid to outside vendors for golf cars used at tournaments or events; and

WHEREAS, staff obtained the following quotes for 10 new, 2022 Yamaha EFI golf cars:

Harris Golf Cars – Dubuque, Iowa	\$49,500.00
Four Points Golf Cars – Kellogg, Iowa	\$52,000.00
BOM, LLC – Blair, Nebraska	\$52,500.00; and

WHEREAS, the Yamaha golf cars quoted keep the current fleet uniform, helping to hold down maintenance costs; and

WHEREAS, delivery of the 10 golf cars would be in the spring of 2022; and

WHEREAS, staff recommends approval of the resolution authorizing the Community Services Director to purchase 10 new 2022 Yamaha EFI golf cars from Harris Golf Cars of Dubuque, Iowa in the amount of \$49,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to purchase 10 new 2022 Yamaha EFI golf cars from Harris Golf Cars of Dubuque, Iowa for the quoted price totaling \$49,500.00.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said golf car purchase from Harris Golf Cars of Dubuque, Iowa will be paid for using \$35,000 from General Fund reserves and \$14,500 from the Golf fund.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution to Include the Newton Public Library Foundation and the Newton Friends of the Library as Discretely Presented Component Units in the FY21 Audit and All Future Audits

Summary: Inclusion of the Library Foundation and Friends of the Library in the FY21 Audit as Discretely Presented Component Units

Financial Impact:

No Financial Impact, included in Audit Service Bids approved June 7, 2021



Report Number: 21-268

Date: October 4, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

At the July 19, 2021 City Council Meeting, the Newton City Council considered the adoption of a resolution to include the Newton Public Library Foundation (Foundation) and the Friends of the Newton Public Library (Friends) as Discretely Presented Component Units in the FY21 Audit and All Future Audits.

After receiving feedback from citizens, the City Council discussed the matter and requested additional information from City staff. City staff has received additional information from the City's annual auditing firm and the Iowa State Auditor's Office and reviewed Form 990's filed by the Library Foundation which confirms the following:

- Approximately \$1.6 million is currently being held by the Newton Public Library Foundation, the Friends of the Newton Public Library, and the City of Newton on behalf of the Newton Public Library. Only \$612,102.31 being held by the City is currently being audited. The approximate \$1 million being held by the Foundation and a smaller amount being held by the Friends are not currently being audited.
- The City's annual auditing firm has confirmed that the Foundation and Friends are component units of the City and should be subject to annual audits. Financial transparency and accurate reporting are important aspects of City financial activities. Exclusion of these two entities misrepresents the true financial picture of the City.
- City staff recommends approval of the resolution to include the Newton Public Library Foundation and Friends of the Library as discretely presented component units in the FY21 and future audits.

Several factually incorrect statements were made to the City Council during the July 19, 2021 Council Meeting and in a follow-up email to the City Council on July 25, 2021 which require clarification:

- 1) Whether or not the Foundation and Friends were subject of previous audits,
- 2) Whether or not annual audits of the Foundation would have a chilling effect on donors who wish to remain anonymous,
- 3) Whether or not the Foundation's annual filing of a return to the IRS constitutes an audit,
- 4) Whether or not the Foundation exists solely to benefit the Newton Public Library or other entities as well,
- 5) Whether or not the Foundation and Friends are component units of the City per governmental accounting standards, and
- 6) Whether or not the recommendation by City staff for the City Council to direct the inclusion of the Foundation and Friends in future audits was legitimate.

The City of Newton is subject to an annual audit and receives recommendations from the auditing firm to implement in future years. During the FY20 Audit, discussions were held regarding the exclusion of the Newton Library Foundation (Foundation) and the Friends of the Newton Public Library (Friends) from the City of Newton's annual audit as discretely presented component units. It was recommended by the auditing firm of Gronewold, Bell, and Kyhnn to include the Newton Public Library Foundation and the Friends of the Newton Public Library as component units of the City in the FY21 and future audits.

While these two organizations are legally separate entities, their sole purpose is to support the City of Newton's Library and potentially provide benefits to the City of Newton. Therefore, according to the Governmental Accounting Standards Board (GASB), these two entities would be required to be reported as discretely presented component units of the City and be included in the audited financial statements. A follow-up letter from the City's annual auditing firm (attached) provides additional information and confirms why this is the case.

City staff also reached out to the Iowa State Auditor's Office and received a statement from Deputy Auditor of State for the Financial Audit Division Marlys Gaston (attached). Deputy Auditor Gaston provides three pages of detail on how determinations are made on whether potential component units are subject to City audit. A noteworthy conclusion to Deputy Auditor Gaston's statement: "I can tell you I have never seen a Friends or Library Foundation that did not shake out to be a component unit."

This statement is consistent with the City's FY12 Annual Audit, which was conducted by the State Auditor's Office and concluded that the Foundation is a component unit. "The Newton Public Library Foundation (Foundation) has been incorporated under the provisions of the Iowa Nonprofit Corporation Act to operate exclusively for charitable, educational and scientific purposes which benefit or support the Newton Public Library. In accordance with criteria set forth by the Governmental Accounting Standards Board, the Foundation meets the definition of a component unit which should be discretely presented. Based on these criteria, the

economic resources received or held by the Foundation are substantially for the direct benefit of the Newton Public Library.”

Citizen comments were made during the July 19, 2021 City Council Meeting and the City Council received an email on July 25, 2021 regarding this issue. There were several misstatements that were made to the City Council during the course of those communications that require clarification:

- 1) Statement: The Foundation and Friends have not been included in previous City Audits.

Response: Both organizations were included in the City’s annual audit as recently as FY12 as discretely presented component units (The City’s FY12 Annual Audit and the statement from Deputy Auditor of State for the Financial Audit Division Marlys Gaston, which are both attached to this Council Report, confirms this.)

- 2) Statement: The Foundation’s filing of Form 990 by their CPA constitutes an audit.

Response: It does not. This is simply the Foundation hiring a firm to file their annual return. In fact, the Foundation themselves state in their own 2019 Form 990 that they were not audited in Part IV, on questions 12a and 12b. (Page 4 of the September 23, 2021 letter from Christopher J. Nelson, CPA confirms this.)

- 3) Statement: The Foundation does not exist to benefit the Newton Public Library.

Response: The name of the organization is the “Newton Public Library Foundation.” If the Foundation was not created to benefit the Newton Public Library, then naming it the “Newton Public Library Foundation” would be misleading to donors.

When asked to describe the Foundation’s Mission and Statement of Program Service Accomplishments on the Form 990 for calendar years 2010, 2011, 2013, 2014, 2015, 2016, 2018 and 2019, the Foundation listed “SUPPORT OF THE NEWTON PUBLIC LIBRARY” as their mission, most significant activity and program service accomplishment.

In calendar year 2010, the Foundation paid for furniture and fixtures, special programs, and miscellaneous reading supplies, all for the Newton Public Library, in the amount of \$18,466, plus \$7,007 in investment trust fees.

In calendar year 2011, the Foundation paid for materials, special programs, presentations, concerts, and equipment, all for the Newton Public Library, in the amount of \$12,412, plus \$6,787 in investment trust fees.

In calendar year 2013, the Foundation paid for program, supplies and equipment, all for the Newton Public Library, in the amount of \$11,561, plus \$8,245 in investment trust fees.

In calendar year 2014, the Foundation paid for equipment and remodeling, library supplies, special programs, presentations and concerts offered to the public, all for the Newton Public Library, in the amount of \$16,308, plus \$350 in accounting expenses and 9,352 in trust fees.

In calendar year 2015, the Foundation paid for program, supplies and equipment, all for the Newton Public Library, in the amount of \$24,288, plus \$350 in accounting expenses and \$9,391 in trust fees.

In calendar year 2016, the Foundation paid for equipment and remodeling, special programs, presentations and concerts offered to the public and library supplies, all for the Newton Public Library, in the amount of \$26,910, plus \$350 for accounting and \$10,486 in investment management fees.

In calendar year 2018, the Foundation paid for equipment and remodeling, special programs, presentations and concerts offered to the public and library supplies, all for the Newton Public Library in the amount of \$171,012, plus \$350 for accounting and 9,486 in investment management fees.

In calendar year 2019, the Foundation paid for library furniture, computer chairs, special programs, presentations, and concerts offered to the public and library supplies, all for the Newton Public Library, in the amount of \$40,420, plus \$350 for accounting and \$9,213 in investment management fees.

- 4) Statement: Annual audits will have a chilling effect on donors who will no longer be able to remain anonymous if they choose to do so.

Response: The City's FY12 Annual Audit shows that the names of individual donors are not disclosed in the annual audit. Audits provide transparency and increased confidence for donors who have a higher level of assurance that their donations are being spent properly. (The City's FY12 Annual Audit and page 4 of the September 23, 2021 letter from Christopher J. Nelson, CPA, which are both attached to this Council Report, confirms this.)

- 5) Statement: The Foundation and Friends are not component units of the City per GASB standards.

Response: Both the State Auditor's Office and the City's Annual Auditor state that this comment is incorrect. (Please see attached communications from both entities.)

- 6) Statement: City staff prompted the inclusion of both entities in the FY21 and future audits for reasons other than governmental accounting standards.

Response: Financial transparency and accurate reporting are important aspects of City financial activities. Exclusion of these two entities misrepresent the true financial picture of the City and should be included in the FY21 and future audits as recommended by the City's annual auditing firm. (The September 23, 2021 letter from Christopher J. Nelson, CPA, confirms that the reasons to include both entities in annual audits are based on governmental accounting standards.)

Attachments:

- Proposed Resolution (1 page)

- September 23, 2021 Letter from Gronewold, Bell, Kyhnn & Co. P.C. (6 pages)
- Statement from Deputy Auditor of State for the Financial Audit Division Marlys Gaston (3 pages)
- Excerpts from City of Newton FY12 Annual Audit (5 pages)
- Newton Public Library Foundation's Tax Year 2020 Form 990 for the 2019 calendar year or tax year beginning 07-01-2019 and ending 06-30-2020 (30 pages)
- Page 1 of calendar year 2010, 2011, 2013, 2014, 2015, 2016, and 2018 Form 990's, Return of Organization Exempt from Income Tax, filed by the Newton Public Library Foundation (7 pages)

Recommendation:

Staff recommends approval of the Resolution to include the Newton Public Library Foundation and Friends of the Library as discretely presented component units in the FY21 and future audits.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION TO INCLUDE THE NEWTON PUBLIC LIBRARY FOUNDATION AND THE NEWTON FRIENDS OF THE LIBRARY AS DISCRETELY PRESENTED COMPONENT UNITS IN THE FY21 AUDIT AND ALL FUTURE AUDITS

WHEREAS, the auditing firm of Gronewold, Bell, and Kyhnn has recommended the City include the Newton Public Library Foundation and the Newton Friends of the Library in the FY21 and future audits; and,

WHEREAS, According to Governmental Accounting Standards the Newton Public Library Foundation and the Newton Friends of the Library are classified as discretely presented component units and should be included in the audited financial statements of the City of Newton;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, that the Resolution to include the Newton Public Library Foundation and the Newton Friends of the Library in the FY21 Audit and all future audits is approved.

PASSED this 4th day October, 2021.

APPROVED this _____ day of October, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

efile GRAPHIC print - DO NOT PROCESS

As Filed Data -

DLN: 93493321130870

Form 990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2019

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2019 calendar year, or tax year beginning 07-01-2019 , and ending 06-30-2020

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
NEWTON PUBLIC LIBRARY FOUNDATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
100 N 3RD AVE W

City or town, state or province, country, and ZIP or foreign postal code
NEWTON, IA 50208

D Employer identification number
42-1457255

E Telephone number
(641) 787-4406

F Name and address of principal officer:

100 N 3RD AVE W
NEWTON, IA 502083135

G Gross receipts \$ 25,545

H(a) Is this a group return for subordinates?
☐ Yes ☒ No
H(b) Are all subordinates included?
☐ Yes ☐ No
If "No," attach a list. (see instructions)
H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1996

M State of legal domicile: IA

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
SUPPORT THE NEWTON PUBLIC LIBRARY

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a) 3 5

4 Number of independent voting members of the governing body (Part VI, line 1b) 4 6

5 Total number of individuals employed in calendar year 2019 (Part V, line 2a) 5 0

6 Total number of volunteers (estimate if necessary) 6

7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 0

7b Net unrelated business taxable income from Form 990-T, line 39 7b

Revenue

8 Contributions and grants (Part VIII, line 1h) 1,587 465

9 Program service revenue (Part VIII, line 2g) 0

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 28,728 25,080

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 0

12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) 30,315 25,545

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1–3) 171,012 40,420

14 Benefits paid to or for members (Part IX, column (A), line 4) 0

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) 0

16a Professional fundraising fees (Part IX, column (A), line 11e) 0

16b Total fundraising expenses (Part IX, column (D), line 25) ▶0

17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) 9,836 9,563

18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) 180,848 49,983

19 Revenue less expenses. Subtract line 18 from line 12 -150,533 -24,438

Net Assets or Fund Balances

20 Total assets (Part X, line 16) 1,002,292 979,612

21 Total liabilities (Part X, line 26) 0

22 Net assets or fund balances. Subtract line 21 from line 20 1,002,292 979,612

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer
THOMAS HOLLANDER Secretary
Type or print name and title

2020-11-16
Date

Paid Preparer Use Only

Print/Type preparer's name
Firm's name ▶ Nolte Cornman & Johnson PC
Firm's address ▶ 117 West Third Street North
Newton, IA 50208

Preparer's signature
Firm's EIN ▶ 42-1255013
Phone no. (641) 792-1910

Date
Check ☐ if self-employed
PTIN P00957240

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form 990 (2019)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:

SUPPORT THE NEWTON PUBLIC LIBRARY

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a	(Code:) (Expenses \$ 32,480 including grants of \$) (Revenue \$)
See Additional Data	

4b	(Code:) (Expenses \$ 7,940 including grants of \$) (Revenue \$)
See Additional Data	

4c	(Code:) (Expenses \$ including grants of \$) (Revenue \$)
See Additional Data	

4d	Other program services (Describe in Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)	

4e	Total program service expenses ▶	40,420
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Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 Yes	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	2	No
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	No
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	No
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	No
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	No
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	No
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	No
9 Did the organization report an amount in Part X, line 21 for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	No
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	No
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI.</i>	11a	No
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	No
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	No
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	No
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	No
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f	No
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a	No
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	No
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13	No
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	No
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	No
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	No
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	No
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions)</i>	17	No
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	No
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	No
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	No

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22	No
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	23	No
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a	24a	No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a	No
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	25b	No
26	Did the organization report any amount on Part X, line 5 or 22 for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	26	No
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III	27	No
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV	28a	No
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	28b	No
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV	28c	No
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	29	No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	30	No
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31	No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II	32	No
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33	No
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1	34	Yes
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	No
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b	
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2	36	No
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37	No
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	38	Yes

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	No

Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 0			
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			2b	
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?			3a	No
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O			3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			4a	No
b If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			5a	No
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			5b	No
c If "Yes," to line 5a or 5b, did the organization file Form 8886-T?			5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			6a	No
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			6b	
7 Organizations that may receive deductible contributions under section 170(c).				
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?			7a	No
b If "Yes," did the organization notify the donor of the value of the goods or services provided?			7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			7c	No
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	0		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			7e	No
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			7f	No
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			7g	No
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			7h	No
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?			8	
9 Sponsoring organizations maintaining donor advised funds.				
a Did the sponsoring organization make any taxable distributions under section 4966?			9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?			9b	
10 Section 501(c)(7) organizations. Enter:				
a Initiation fees and capital contributions included on Part VIII, line 12	10a			
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11 Section 501(c)(12) organizations. Enter:				
a Gross income from members or shareholders	11a			
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?				
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year.	12b		12a	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.				
a Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.			13a	
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c Enter the amount of reserves on hand	13c			
14a Did the organization receive any payments for indoor tanning services during the tax year?			14a	No
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O			14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.			15	No
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.			16	No

Part VI

Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	5	
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
b	Enter the number of voting members included in line 1a, above, who are independent	6	
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?	3	No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5	No
6	Did the organization have members or stockholders?	6	No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	No
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b	No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	8a	Yes
b	Each committee with authority to act on behalf of the governing body?	8b	Yes
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9	No

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a	No
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	Yes
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	No
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	
13	Did the organization have a written whistleblower policy?	13	No
14	Did the organization have a written document retention and destruction policy?	14	No
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	15a	No
b	Other officers or key employees of the organization	15b	No
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	No
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed▶

18 Section 6104 requires an organization to make its Form 1023 (or 1024-A if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records:
▶THOMAS HOLLANDER 100 N 3RD AVE W NEWTON,IA 502083135 (641) 792-4108

Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, or highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

[illegible]

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

1b Sub-Total			
c Total from continuation sheets to Part VII, Section A			
d Total (add lines 1b and 1c)			

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3	Did the organization list any former officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	No
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	No
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	No

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A)	(B)	(C)
Name and business address	Description of services	Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ► 0

Form 990 (2019)										Page 9				
Part VIII Statement of Revenue														
Check if Schedule O contains a response or note to any line in this Part VIII										☐				
										(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns . . .		1a											
	b Membership dues . . .		1b											
	c Fundraising events . . .		1c											
	d Related organizations		1d											
	e Government grants (contributions)		1e											
	f All other contributions, gifts, grants, and similar amounts not included above		1f	465										
	g Noncash contributions included in lines 1a - 1f:\$		1g											
	h Total. Add lines 1a-1f ▶										465			
Program Service Revenue	2a		Business Code											
	b													
	c													
	d													
	e													
	f All other program service revenue.													
	g Total. Add lines 2a-2f. ▶										0			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶			25,080								25,080		
	4 Income from investment of tax-exempt bond proceeds ▶			0										
	5 Royalties ▶			0										
			(i) Real	(ii) Personal										
	6a Gross rents	6a												
	b Less: rental expenses	6b												
	c Rental income or (loss)	6c												
	d Net rental income or (loss) ▶			0										
			(i) Securities	(ii) Other										
	7a Gross amount from sales of assets other than inventory	7a												
	b Less: cost or other basis and sales expenses	7b												
	c Gain or (loss)	7c												
	d Net gain or (loss) ▶			0										
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18			8a										
	b Less: direct expenses			8b										
	c Net income or (loss) from fundraising events . . . ▶			0										
	9a Gross income from gaming activities. See Part IV, line 19			9a										
	b Less: direct expenses			9b										
	c Net income or (loss) from gaming activities . . . ▶			0										
	10a Gross sales of inventory, less returns and allowances . . .			10a										
b Less: cost of goods sold . . .			10b											
c Net income or (loss) from sales of inventory . . . ▶			0											
Miscellaneous Revenue			Business Code											
11a														
b														
c														
d All other revenue														
e Total. Add lines 11a-11d ▶											0			
12 Total revenue. See instructions ▶											25,545			25,080

Form 990 (2019)

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	40,420	40,420		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	0			
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.	0			
4 Benefits paid to or for members	0			
5 Compensation of current officers, directors, trustees, and key employees	0			
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7 Other salaries and wages	0			
8 Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions)	0			
9 Other employee benefits	0			
10 Payroll taxes	0			
11 Fees for services (non-employees):				
a Management	0			
b Legal	0			
c Accounting	350		350	
d Lobbying	0			
e Professional fundraising services. See Part IV, line 17	0			
f Investment management fees	9,213		9,213	
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	0			
12 Advertising and promotion	0			
13 Office expenses	0			
14 Information technology	0			
15 Royalties	0			
16 Occupancy	0			
17 Travel	0			
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19 Conferences, conventions, and meetings	0			
20 Interest	0			
21 Payments to affiliates	0			
22 Depreciation, depletion, and amortization	0			
23 Insurance	0			
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a				
b				
c				
d				
e All other expenses	0			
25 Total functional expenses. Add lines 1 through 24e	49,983	40,420	9,563	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720).				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part IX ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing		1	0
	2 Savings and temporary cash investments		2	0
	3 Pledges and grants receivable, net		3	0
	4 Accounts receivable, net		4	0
	5 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	0
	7 Notes and loans receivable, net		7	0
	8 Inventories for sale or use		8	0
	9 Prepaid expenses and deferred charges		9	0
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b		10c 0
	11 Investments—publicly traded securities	1,002,292	11	979,612
	12 Investments—other securities. See Part IV, line 11		12	0
	13 Investments—program-related. See Part IV, line 11		13	0
	14 Intangible assets		14	0
	15 Other assets. See Part IV, line 11		15	0
16 Total assets. Add lines 1 through 15 (must equal line 34)	1,002,292	16	979,612	
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17 - 24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	0	26	0
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	1,002,292	27	979,612
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	1,002,292	32	979,612
33 Total liabilities and net assets/fund balances	1,002,292	33	979,612	

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	25,545
2	Total expenses (must equal Part IX, column (A), line 25)	2	49,983
3	Revenue less expenses. Subtract line 2 from line 1	3	-24,438
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	1,002,292
5	Net unrealized gains (losses) on investments	5	1,758
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	979,612

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		No
b Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		No
c If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		No
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

Additional Data

Software ID: 19009920
Software Version: 2019v5.0
EIN: 42-1457255
Name: NEWTON PUBLIC LIBRARY FOUNDATION

Form 990 (2019)

Form 990, Part III, Line 4a:
LIBRARY FURNITURE COMPUTER CHAIRS

Form 990, Part III, Line 4b:

SPECIAL PROGRAMS, PRESENTATIONS AND CONCERTS OFFERED TO THE PUBLIC.

Form 990, Part III, Line 4c:	
LIBRARY SUPPLIES	

SCHEDULE A
(Form 990 or 990EZ)

Department of the Treasury
Internal Revenue Service

Name of the organization
NEWTON PUBLIC LIBRARY FOUNDATION

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Employer identification number
42-1457255

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1

☐

A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2

☐

A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3

☐

A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4

☐

A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5

☐

An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6

☐

A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7

☐

An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8

☐

A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9

☐

An agricultural research organization described in **170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture. See instructions. Enter the name, city, and state of the college or university:
- 10

☐

An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11

☐

An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12

☒

An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a

☒

Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b

☐

Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c

☐

Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d

☐

Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e

☐

Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f

Enter the number of supported organizations

1
- g

Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A) NEWTON PUBLIC LIBRARY	426005044	7		No	0	0
Total	1					0

Part II

Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III.
If the organization failed to qualify under the tests listed below, please complete Part III.)

Section A. Public Support						
Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grant.") . . .						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf. . . .						
3 The value of services or facilities furnished by a governmental unit to the organization without charge..						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f). . .						
6 Public support. Subtract line 5 from line 4.						
Section B. Total Support						
Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4. . .						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources. . . .						
9 Net income from unrelated business activities, whether or not the business is regularly carried on. .						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.). . .						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ ☐						
Section C. Computation of Public Support Percentage						
14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))					14	
15 Public support percentage for 2018 Schedule A, Part II, line 14					15	
16a 33 1/3% support test—2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ ☐						
b 33 1/3% support test—2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ ☐						
17a 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐						
b 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐						
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐						

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf. . .						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.						
c Add lines 7a and 7b. .						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6. . .						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources. .						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						
c Add lines 10a and 10b.						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . .						
13 Total support. (Add lines 9, 10c, 11, and 12.) . .						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here.** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f) divided by line 13, column (f))	15	
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f) divided by line 13, column (f))	17	
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	

19a 33 1/3% support tests—2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests—2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings).</i>		

Part IV Supporting Organizations (continued)			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?			
	11a		No	
b	A family member of a person described in (a) above?			
	11b		No	
c	A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.			
	11c		No	

Section B. Type I Supporting Organizations			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.			
	1	Yes		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.			
	2		No	

Section C. Type II Supporting Organizations			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).			
	1			

Section D. All Type III Supporting Organizations			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?			
	1			
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization (s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).			
	2			
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.			
	3			

Section E. Type III Functionally-Integrated Supporting Organizations			Yes	No
1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):			
a	☐ The organization satisfied the Activities Test. Complete line 2 below.			
b	☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c	☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions)			
2	Activities Test. Answer (a) and (b) below.			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
	2a			
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
	2b			
3	Parent of Supported Organizations. Answer (a) and (b) below.			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.			
	3a			
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
	3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations			
1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.			
Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):	1	
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)		

Part V

Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required-- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019:			
a From 2014.			
b From 2015.			
c From 2016.			
d From 2017.			
e From 2018.			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7:			
\$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. If the amount is greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. If the amount is greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015.			
b Excess from 2016.			
c Excess from 2017.			
d Excess from 2018.			
e Excess from 2019.			

Additional Data

Software ID: 19009920
Software Version: 2019v5.0
EIN: 42-1457255
Name: NEWTON PUBLIC LIBRARY FOUNDATION

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury

Internal Revenue Service

Name of the organization
NEWTON PUBLIC LIBRARY FOUNDATION**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019**Open to Public
Inspection****Employer identification number**

42-1457255

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part VI, Line 11b: Form 990 Review Process	No review was or will be conducted.

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part VI, Line 19: Other Organization Documents Publicly Available	No documents available to the public.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization
NEWTON PUBLIC LIBRARY FOUNDATION

Employer identification number
42-1457255

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1)NEWTON PUBLIC LIBRARY 100 N 3RD AVE W NEWTON, IA 50208 42-6005044	PUBLIC LIBRARY	IA			N/A		No

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income(related, unrelated, excluded from tax under sections 512- 514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of- year assets	(h) Percentage ownership	(i) Section 512(b) (13) controlled entity?	
								Yes	No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note. Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity

b Gift, grant, or capital contribution to related organization(s)

c Gift, grant, or capital contribution from related organization(s)

d Loans or loan guarantees to or for related organization(s)

e Loans or loan guarantees by related organization(s)

f Dividends from related organization(s)

g Sale of assets to related organization(s)

h Purchase of assets from related organization(s)

i Exchange of assets with related organization(s)

j Lease of facilities, equipment, or other assets to related organization(s)

k Lease of facilities, equipment, or other assets from related organization(s)

l Performance of services or membership or fundraising solicitations for related organization(s)

m Performance of services or membership or fundraising solicitations by related organization(s)

n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)

o Sharing of paid employees with related organization(s)

p Reimbursement paid to related organization(s) for expenses

q Reimbursement paid by related organization(s) for expenses

r Other transfer of cash or property to related organization(s)

s Other transfer of cash or property from related organization(s)

Yes

No

1a

No

1b

No

1c

No

1d

No

1e

No

1f

No

1g

No

1h

No

1i

No

1j

No

1k

No

1l

No

1m

No

1n

No

1o

No

1p

No

1q

No

1r

No

1s

No

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

[illegible]

Part VII

Supplemental Information

Provide additional information for responses to questions on Schedule R. (see instructions).

Return Reference	Explanation

Return of Organization Exempt From Income Tax

OMB No 1545-0047

2010**Open to Public Inspection**Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2010 calendar year, or tax year beginning July 1, 2010, and ending June 30, 2011**B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Terminated
☐ Amended return
☐ Application pending

C Name of organization

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

100 N Third Ave West

City or town, state or country, and ZIP + 4

Newton IA 50208-3135 USA**D** Employer identification number421457255**E** Telephone number641 792 4108**G** Gross receipts \$**H(a)** Is this a group return for affiliates? ☐ Yes ☒ No**H(b)** Are all affiliates included? ☐ Yes ☐ No
If "No," attach a list (see instructions)**H(c)** Group exemption number ▶**I** Tax-exempt status:☒ 501(c)(3) ☐ 501(c) () (insert no) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ NA**K** Form of organization☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation 1996**M** State of legal domicile: IA**Part I Summary****1** Briefly describe the organization's mission or most significant activities:To support the Newton Public Library.**2** Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.**3** Number of voting members of the governing body (Part VI, line 1a) 3 6**4** Number of independent voting members of the governing body (Part VI, line 1b) 4 6**5** Total number of individuals employed in calendar year 2010 (Part V, line 2a) 5 0**6** Total number of volunteers (estimate if necessary) 6 6**7a** Total unrelated business revenue from Part VIII, column (C), line 12 7a 0**b** Net unrelated business taxable income from Form 990-T, line 34 7b 0

Revenue

8 Contributions and grants (Part VIII, line 1a)

Prior Year

Current Year

9 Program service revenue (Part VIII, line 2g)**10** Investment income (Part VIII, column (A), lines 3, 4, and 7b)**11** Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)**12** Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)**13** Grants and similar amounts paid (Part IX, column (A), lines 1-3)**14** Benefits paid to or for members (Part IX, column (A), line 4)**15** Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)**16a** Professional fundraising fees (Part IX, column (A), line 11e)**b** Total fundraising expenses (Part IX, column (D), line 25) ▶**17** Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)**18** Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)**19** Revenue less expenses. Subtract line 18 from line 12

Net Assets or Fund Balances

20 Total assets (Part X, line 16)**21** Total liabilities (Part X, line 26)**22** Net assets or fund balances. Subtract line 21 from line 20

Beginning of Current Year

End of Year

100241860014381014481241861143218466000000723676071866825473(4187)(1287)78959497070800789594970708**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

Date

Stacy Raines
Stacy Raines, Treasurer11/10/11**Paid Preparer Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y

Form **990** (2010) 25

917

Return of Organization Exempt From Income Tax

OMB No 1545-0047

Department of the Treasury
Internal Revenue ServiceUnder section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung
benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements

2011**Open to Public
Inspection**

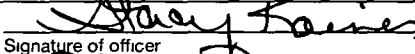
A For the 2011 calendar year, or tax year beginning <u>July 1</u> , 2011, and ending <u>June 30</u> , 20 <u>12</u>																									
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Terminated ☐ Amended return ☐ Application pending	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization <u>Newton Public Library Foundation</u></td> <td>D Employer identification number <u>42-1457255</u></td> </tr> <tr> <td colspan="2">Doing Business As</td> <td rowspan="3">E Telephone number <u>641-792-4108</u></td> </tr> <tr> <td>Number and street (or P O box if mail is not delivered to street address)</td> <td>Room/suite</td> </tr> <tr> <td colspan="2"><u>100 N 3 Ave W</u></td> </tr> <tr> <td colspan="2">City or town, state or country, and ZIP + 4 <u>Newton, IA 50208-3135</u></td> <td rowspan="2">G Gross receipts \$</td> </tr> <tr> <td colspan="2">F Name and address of principal officer <u>Dean Ward</u> <u>100 N 3 Ave W, Newton, IA 50208</u></td> </tr> <tr> <td colspan="2">I Tax-exempt status ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no) ☐ 4947(a)(1) or ☐ 527</td> <td> H(a) Is this a group return for affiliates? ☐ Yes ☒ No H(b) Are all affiliates included? ☒ Yes ☐ No If "No," attach a list (see instructions) </td> </tr> <tr> <td colspan="2">J Website: ▶</td> <td>H(c) Group exemption number ▶</td> </tr> <tr> <td colspan="2">K Form of organization ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶</td> <td>L Year of formation <u>1996</u> M State of legal domicile <u>IA</u></td> </tr> </table>	C Name of organization <u>Newton Public Library Foundation</u>		D Employer identification number <u>42-1457255</u>	Doing Business As		E Telephone number <u>641-792-4108</u>	Number and street (or P O box if mail is not delivered to street address)	Room/suite	<u>100 N 3 Ave W</u>		City or town, state or country, and ZIP + 4 <u>Newton, IA 50208-3135</u>		G Gross receipts \$	F Name and address of principal officer <u>Dean Ward</u> <u>100 N 3 Ave W, Newton, IA 50208</u>		I Tax-exempt status ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no) ☐ 4947(a)(1) or ☐ 527		H(a) Is this a group return for affiliates? ☐ Yes ☒ No H(b) Are all affiliates included? ☒ Yes ☐ No If "No," attach a list (see instructions)	J Website: ▶		H(c) Group exemption number ▶	K Form of organization ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶		L Year of formation <u>1996</u> M State of legal domicile <u>IA</u>
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Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>To support the Newton Public Library.</u>			
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	3	6	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	6	
	5	Total number of individuals employed in calendar year 2011 (Part V, line 2a)	5	0	
	6	Total number of volunteers (estimate if necessary)	6	6	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12C <u>10 2012</u>	7a	0	
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0		
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 24186	Current Year 475	
	9	Program service revenue (Part VIII, line 2g)	0	0	
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	16334	19698	
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0	
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	40520	20173	
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	18466	12412
		14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	0	0	
16a		Professional fundraising fees (Part IX, column (A), line 11e)	0	0	
b		Total fundraising expenses (Part IX, column (D), line 25) ▶			
17		Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	7007	6787	
18		Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	25473	19199	
19	Revenue less expenses. Subtract line 18 from line 12	15047	974		
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 970708	End of Year 945719	
	21	Total liabilities (Part X, line 26)	0	0	
	22	Net assets or fund balances. Subtract line 21 from line 20	970708	945719	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here		Date
	Type or print name and title <u>Stacy Raines, Sec-Treasurer</u>	<u>11/23/12</u>

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no			

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y

Form **990** (2011)

SCANNED JAN 09 2013

15

Form **990****Return of Organization Exempt From Income Tax**

OMB No 1545-0047

2013**Open to Public Inspection**Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter Social Security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2013 calendar year, or tax year beginning <u>July 1</u> , 2012, and ending <u>June 30</u> , 2013																									
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Terminated ☐ Amended return ☐ Application pending	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization <u>Newton Public Library Foundation</u></td> </tr> <tr> <td colspan="2">Doing Business As</td> </tr> <tr> <td>Number and street (or P O box if mail is not delivered to street address)</td> <td>Room/suite</td> </tr> <tr> <td><u>100 N 3 Ave W</u></td> <td></td> </tr> <tr> <td colspan="2">City or town, state or province, country, and ZIP or foreign postal code</td> </tr> <tr> <td colspan="2"><u>Newton, IA 50208-3135</u></td> </tr> <tr> <td colspan="2">F Name and address of principal officer <u>Julian Silverberg</u></td> </tr> <tr> <td colspan="2"><u>100 N 3 Ave W, Newton, IA 50208</u></td> </tr> <tr> <td colspan="2"> I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no) ☐ 4947(a)(1) or ☐ 527 </td> </tr> <tr> <td colspan="2">J Website: ▶</td> </tr> <tr> <td colspan="2"> K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶ </td> </tr> <tr> <td>L Year of formation <u>1996</u></td> <td>M State of legal domicile <u>IA</u></td> </tr> </table>	C Name of organization <u>Newton Public Library Foundation</u>		Doing Business As		Number and street (or P O box if mail is not delivered to street address)	Room/suite	<u>100 N 3 Ave W</u>		City or town, state or province, country, and ZIP or foreign postal code		<u>Newton, IA 50208-3135</u>		F Name and address of principal officer <u>Julian Silverberg</u>		<u>100 N 3 Ave W, Newton, IA 50208</u>		I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no) ☐ 4947(a)(1) or ☐ 527		J Website: ▶		K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶		L Year of formation <u>1996</u>	M State of legal domicile <u>IA</u>
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Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Support of the Newton Public Library</u>			
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	<u>3</u>	<u>6</u>	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<u>4</u>	<u>6</u>	
	5	Total number of individuals employed in calendar year 2013 (Part V, line 2a)	<u>5</u>	<u>0</u>	
	6	Total number of volunteers (estimate if necessary)	<u>6</u>	<u>6</u>	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<u>7a</u>	<u>0</u>	
	b	Net unrelated business taxable income from Form 990-T, line 34	<u>7b</u>	<u>0</u>	
	Revenue	8	Contributions and grants (Part VIII, line 1h)	<u>475</u>	<u>625</u>
		9	Program service revenue (Part VIII, line 2g)	<u>0</u>	<u>0</u>
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>19698</u>	<u>21025</u>	
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>0</u>	<u>0</u>	
12		Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>20173</u>	<u>21650</u>	
Expenses		13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>12412</u>	<u>11561</u>
		14	Benefits paid to or for members (Part IX, column (A), line 4)	<u>0</u>	<u>0</u>
		15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>0</u>	<u>0</u>
		16a	Professional fundraising fees (Part IX, column (A), line 11e)	<u>0</u>	<u>0</u>
		b	Total fundraising expenses (Part IX, column (D), line 25) ▶	<u>0</u>	<u>0</u>
Net Assets or Fund Balances	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>6787</u>	<u>8245</u>	
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>19199</u>	<u>19806</u>	
	19	Revenue less expenses. Subtract line 18 from line 12	<u>974</u>	<u>1844</u>	
	20	Total assets (Part X, line 16)	<u>945719</u>	<u>1026602</u>	
	21	Total liabilities (Part X, line 26)	<u>0</u>	<u>0</u>	
22	Net assets or fund balances. Subtract line 21 from line 20	<u>945719</u>	<u>1026602</u>		

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer: <u>Stacy Rains</u>	Date: <u>11/5/13</u>
	Type or print name and title: <u>Stacy Rains, Secretary-Treasurer</u>	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no			

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y

Form **990** (2013)

n

Form 990  Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) ▶ Do not enter social security numbers on this form as it may be made public ▶ Information about Form 990 and its instructions is at www.irs.gov/form990	OMB No 1545-0047 2014 Open to Public Inspection

A For the 2014 calendar year, or tax year beginning 07-01-2014, and ending 06-30-2015			
B Check if applicable ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization NEWTON PUBLIC LIBRARY FOUNDATION		D Employer identification number 42-1457255
	Doing business as		E Telephone number (641) 792-4108
	Number and street (or P O box if mail is not delivered to street address) 100 N 3RD AVE W	Room/suite	
	City or town, state or province, country, and ZIP or foreign postal code NEWTON, IA 50208		G Gross receipts \$ 22,790
	F Name and address of principal officer		
I Tax-exempt status ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no) ☐ 4947(a)(1) or ☐ 527		H(a) Is this a group return for subordinates? ☐ Yes ☒ No	
J Website: ▶ N/A		H(b) Are all subordinates included? ☐ Yes ☒ No If "No," attach a list (see instructions)	
		H(c) Group exemption number ▶	
K Form of organization ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶			L Year of formation 1996
			M State of legal domicile IA

Part I		Summary	
Activities & Governance	1 Briefly describe the organization's mission or most significant activities SUPPORT THE NEWTON PUBLIC LIBRARY		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b Net unrelated business taxable income from Form 990-T, line 34	7b	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	200	2,070
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	17,599	20,720
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	17,799	22,790
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	20,624	16,308
Expenses	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ☐ 0		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	8,917	9,702
	18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	29,541	26,010
	19 Revenue less expenses Subtract line 18 from line 12	-11,742	-3,220
Net Assets or Fund Balances		Beginning of Current Year	End of Year
	20 Total assets (Part X, line 16)	1,158,120	1,159,782
	21 Total liabilities (Part X, line 26)		0
	22 Net assets or fund balances Subtract line 21 from line 20	1,158,120	1,159,782

Part II Signature Block	
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge	
Sign Here	***** Signature of officer
	2015-08-14 Date
	JULIAN SILVERBERG President Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name NANCY L JANSSEN
	Preparer's signature NANCY L JANSSEN
	Date
Paid Preparer Use Only	Check ☐ if self-employed
	PTIN P00957240
	Firm's name  Nolte Cornman & Johnson PC
Paid Preparer Use Only	Firm's EIN 
	Firm's address  117 West Third Street North
	Phone no (641) 792-1910
May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No	
For Paperwork Reduction Act Notice, see the separate instructions.	
Cat No 11282Y	
Form 990 (2014)	

Form 990



Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public

▶ Information about Form 990 and its instructions is at www.irs.gov/form990

OMB No 1545-0047

2015

Open to Public Inspection

A For the 2015 calendar year, or tax year beginning 07-01-2015 , and ending 06-30-2016

B Check if applicable

☐ Address change

☐ Name change

☐ Initial return

☐ Final return/terminated

☐ Amended return

☐ Application pending

C Name of organization
NEWTON PUBLIC LIBRARY FOUNDATION

Doing business as

Number and street (or P O box if mail is not delivered to street address)Room/suite
100 N 3RD AVE W

City or town, state or province, country, and ZIP or foreign postal code
NEWTON, IA 50208

D Employer identification number

42-1457255

E Telephone number

(641) 787-4406

G Gross receipts \$ 20,543

F Name and address of principal officer

H(a) Is this a group return for subordinates?

☐ Yes ☒ No

H(b) Are all subordinates included?

☐ Yes ☒ No

If "No," attach a list (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status

☒ 501(c)(3) ☐ 501(c) () ◀ (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization

☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation 1996

M State of legal domicile IA

Part I	Summary																																																			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities SUPPORT THE NEWTON PUBLIC LIBRARY																																																			
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets																																																			
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<table><tr><th rowspan="6">Revenue</th><th rowspan="6"></th><th>Prior Year</th><th>Current Year</th></tr><tr><td> 2,070 </td><td> 200 </td></tr><tr><td></td><td> 0 </td></tr><tr><td> 20,720 </td><td> 20,343 </td></tr><tr><td></td><td> 0 </td></tr><tr><td> 22,790 </td><td> 20,543 </td></tr><tr><td rowspan="7">Expenses</td><td> 13 Grants and similar amounts paid (Part IX, column (A), lines 1–3) </td><td> 16,308 </td><td> 24,288 </td></tr><tr><td> 14 Benefits paid to or for members (Part IX, column (A), line 4) </td><td></td><td> 0 </td></tr><tr><td> 15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) </td><td></td><td> 0 </td></tr><tr><td> 16a Professional fundraising fees (Part IX, column (A), line 11e) </td><td></td><td> 0 </td></tr><tr><td> b Total fundraising expenses (Part IX, column (D), line 25) ▶⁰ </td><td></td><td></td></tr><tr><td> 17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) </td><td> 9,702 </td><td> 9,741 </td></tr><tr><td> 18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25) </td><td> 26,010 </td><td> 34,029 </td></tr><tr><td rowspan="5">Net Assets or Fund Balances</td><td> 19 Revenue less expenses Subtract line 18 from line 12 </td><td> -3,220 </td><td> -13,486 </td></tr><tr><td></td><th>Beginning of Current Year</th><th>End of Year</th></tr><tr><td> 20 Total assets (Part X, line 16) </td><td> 1,159,782 </td><td> 1,092,962 </td></tr><tr><td> 21 Total liabilities (Part X, line 26) </td><td></td><td> 0 </td></tr><tr><td> 22 Net assets or fund balances Subtract line 21 from line 20 </td><td> 1,159,782 </td><td> 1,092,962 </td></tr></table>	Revenue		Prior Year	Current Year	2,070	200		0	20,720	20,343		0	22,790	20,543	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	16,308	24,288	14 Benefits paid to or for members (Part IX, column (A), line 4)		0	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0	16a Professional fundraising fees (Part IX, column (A), line 11e)		0	b Total fundraising expenses (Part IX, column (D), line 25) ▶⁰			17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	9,702	9,741	18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	26,010	34,029	Net Assets or Fund Balances	19 Revenue less expenses Subtract line 18 from line 12	-3,220	-13,486		Beginning of Current Year	End of Year	20 Total assets (Part X, line 16)	1,159,782	1,092,962	21 Total liabilities (Part X, line 26)		0	22 Net assets or fund balances Subtract line 21 from line 20	1,159,782	1,092,962
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Part II

Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

Signature of officer

2016-10-05

Date

JULIAN SILVERBERG Secretary

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name
NANCY L JANSSEN

Preparer's signature
NANCY L JANSSEN

Date

Check ☐ if self-employed

PTIN
P00957240

Firm's name ▶ Nolte Cornman & Johnson PC

Firm's EIN ▶

Firm's address ▶ 117 West Third Street North

Phone no (641) 792-1910

Newton, IA 50208

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y

Form990(2015)

efile GRAPHIC print - DO NOT PROCESS

As Filed Data -

DLN: 93493279002427

Form 990

Return of Organization Exempt From Income Tax

OMB No 1545-0047

2016

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public

Information about Form 990 and its instructions is at [www.irs.gov/form990](#)

Department of the Treasury
Internal Revenue Service

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning 07-01-2016 , and ending 06-30-2017

B Check if applicable

☐ Address change

☐ Name change

☐ Initial return

☐ Final

☐ Return/terminated

☐ Amended return

☐ Application pending

C Name of organization

NEWTON PUBLIC LIBRARY FOUNDATION

Doing business as

Number and street (or P O box if mail is not delivered to street address)

100 N 3RD AVE W

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NEWTON, IA 50208

F Name and address of principal officer

H(a) Is this a group return for subordinates?

☐ Yes ☒ No

H(b) Are all subordinates included?

☐ Yes ☒ No

H(c) Group exemption number ▶

D Employer identification number

42-1457255

E Telephone number

(641) 787-4406

G Gross receipts \$ 50,003

I Tax-exempt status

☒ 501(c)(3) ☐ 501(c) () ◀(insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶

N/A

K Form of organization

☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation

1996

M State of legal domicile

IA

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities

SUPPORT THE NEWTON PUBLIC LIBRARY

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3 Number of voting members of the governing body (Part VI, line 1a)

3

6

4 Number of independent voting members of the governing body (Part VI, line 1b)

4

6

5 Total number of individuals employed in calendar year 2016 (Part V, line 2a)

5

0

6 Total number of volunteers (estimate if necessary)

6

7a Total unrelated business revenue from Part VIII, column (C), line 12

7a

0

7b Net unrelated business taxable income from Form 990-T, line 34

7b

Revenue

8 Contributions and grants (Part VIII, line 1h)

200

21,637

9 Program service revenue (Part VIII, line 2g)

0

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

20,343

28,366

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

0

12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)

20,543

50,003

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)

24,288

26,910

14 Benefits paid to or for members (Part IX, column (A), line 4)

0

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)

0

16a Professional fundraising fees (Part IX, column (A), line 11e)

0

16b Total fundraising expenses (Part IX, column (D), line 25) ▶0

17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)

9,741

10,836

18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)

34,029

37,746

19 Revenue less expenses Subtract line 18 from line 12

-13,486

12,257

Net Assets or Fund Balances

20 Total assets (Part X, line 16)

1,092,962

1,202,117

21 Total liabilities (Part X, line 26)

0

22 Net assets or fund balances Subtract line 21 from line 20

1,092,962

1,202,117

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

Signature of officer

2017-10-06

Date

JULIAN SILVERBERG Secretary

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

NANCY L JANSSEN

Preparer's signature

NANCY L JANSSEN

Date

Check ☐ if self-employed

PTIN P00957240

Firm's name ▶ Nolte Cornman & Johnson PC

Firm's EIN ▶

Firm's address ▶ 117 West Third Street North

Phone no (641) 792-1910

Newton, IA 50208

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y

Form 990 (2016)

efile GRAPHIC print - DO NOT PROCESS

As Filed Data -

DLN: 93493318088379

Form 990

Return of Organization Exempt From Income Tax

OMB No 1545-0047

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2019 calendar year, or tax year beginning 07-01-2018 , and ending 06-30-2019

B Check if applicable
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
NEWTON PUBLIC LIBRARY FOUNDATION

Doing business as

Number and street (or P O box if mail is not delivered to street address)Room/suite
100 N 3RD AVE W

City or town, state or province, country, and ZIP or foreign postal code
NEWTON, IA 50208

F Name and address of principal officer
100 N 3RD AVE W
NEWTON, IA 502083135

H(a) Is this a group return for subordinates?
☐ Yes ☒ No

H(b) Are all subordinates included?
☐ Yes ☒ No
If "No," attach a list (see instructions)

H(c) Group exemption number ▶

D Employer identification number
42-1457255

E Telephone number
(641) 787-4406

G Gross receipts \$ 30,315

I Tax-exempt status
☒ 501(c)(3) ☐ 501(c) () ◀(insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization
☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation 1996

M State of legal domicile IA

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities
SUPPORT THE NEWTON PUBLIC LIBRARY

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3 Number of voting members of the governing body (Part VI, line 1a)

4 Number of independent voting members of the governing body (Part VI, line 1b)

5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)

6 Total number of volunteers (estimate if necessary)

7a Total unrelated business revenue from Part VIII, column (C), line 12

b Net unrelated business taxable income from Form 990-T, line 34

Revenue

8 Contributions and grants (Part VIII, line 1h)

9 Program service revenue (Part VIII, line 2g)

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)

14 Benefits paid to or for members (Part IX, column (A), line 4)

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)

16a Professional fundraising fees (Part IX, column (A), line 11e)

b Total fundraising expenses (Part IX, column (D), line 25) ▶0

17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)

18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)

19 Revenue less expenses Subtract line 18 from line 12

Net Assets or Fund Balances

20 Total assets (Part X, line 16)

21 Total liabilities (Part X, line 26)

22 Net assets or fund balances Subtract line 21 from line 20

Prior Year

Current Year

Beginning of Current Year

End of Year

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Signature of officer

2019-11-14
Date

THOMAS HOLLANDER Secretary
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN P00957240

Firm's name ▶ Nolte Cornman & Johnson PC

Firm's EIN ▶ 42-1255013

Firm's address ▶ 117 West Third Street North
Newton, IA 50208

Phone no (641) 792-1910

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y

Form 990 (2018)

City of Newton

Combining Statement of Activities and Net Assets – Cash Basis
Discretely Presented Component Units

As of and for the year ended June 30, 2012

	Newton Municipal Waterworks	Newton Public Library Foundation	Friends of the Newton Public Library	Total Component Units
Disbursements	\$ 2,305,963	12,412	2,396	2,320,771
Program receipts:				
Charges for service	2,361,696	-	-	2,361,696
Operating grants and contributions	95,777	475	4,614	100,866
Total program receipts	2,457,473	475	4,614	2,462,562
Net program receipts (disbursements)	151,510	(11,937)	2,218	141,791
General receipts:				
Interest/dividends on investments	852	28,450	302	29,604
Change in cash basis net assets	152,362	16,513	2,520	171,395
Cash basis net assets beginning of year, as restated	380,705	885,678	39,699	1,306,082
Cash basis net assets end of year	\$ 533,067	902,191	42,219	1,477,477
Cash Basis Net Assets				
Restricted:				
Debt service	\$ 21,626	-	-	21,626
Other purposes	-	902,191	42,219	944,410
Unrestricted	511,441	-	-	511,441
Total cash basis net assets	\$ 533,067	902,191	42,219	1,477,477

See notes to financial statements.

City of Newton

Notes to Financial Statements

June 30, 2012

(1) Summary of Significant Accounting Policies

The City of Newton is a political subdivision of the State of Iowa located in Jasper County. It was first incorporated in 1857 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, health and social services, culture and recreation, community and economic development and general government services. In addition to general government activities, the municipality owns and operates enterprises for the Skiff Medical Center, sewer services, a regional landfill and a golf course.

A. Reporting Entity

For financial reporting purposes, the City of Newton has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

These financial statements present the City of Newton (the primary government), and its discretely presented component units. The component units discussed below are included in the City's reporting entity because of the significance of their operational or financial relationship with the City.

Discretely Presented Component Units

The Newton Municipal Waterworks (Waterworks) is a municipal utility of the City of Newton, which is operated under Chapter 388 of the Code of Iowa and the Newton City Code. The Waterworks is governed by a three-member board appointed by the Mayor and approved by the City Council. Certain disclosures about the Waterworks are not included because the Waterworks has been audited separately and a report has been issued under separate cover. The audited financial statements are available at the Waterworks administrative office.

The Newton Public Library Foundation (Foundation) has been incorporated under the provisions of the Iowa Nonprofit Corporation Act to operate exclusively for charitable, educational and scientific purposes which benefit or support the Newton Public Library. In accordance with criteria set forth by the Governmental Accounting Standards Board, the Foundation meets the definition of a component unit which should be discretely presented. Based on these criteria, the economic resources received or held by the Foundation are substantially for the direct benefit of the Newton Public Library.

The Friends of the Newton Public Library (Friends) has been incorporated under the provisions of the Iowa Nonprofit Corporation Act to operate exclusively for charitable, educational and scientific purposes which benefit or support the Newton Public Library. In accordance with criteria set forth by the Governmental Accounting Standards Board, the Friends meet the definition of a component unit which should be discretely presented. Based on these criteria, the economic resources received or held by the Friends are substantially for the direct benefit of the Newton Public Library.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions: Mid-Iowa Narcotics Enforcement, Jasper County Joint E911 Service Board, Jasper County Assessor's Conference Board and Jasper County Emergency Management Commission.

B. Basis of Presentation

Government-wide Financial Statement - The Statement of Activities and Net Assets reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for service.

The Statement of Activities and Net Assets presents the City's nonfiduciary net assets. Net assets are reported in the following categories/components:

Nonexpendable restricted net assets are subject to externally imposed stipulations which require them to be maintained permanently by the City.

Expendable restricted net assets result when constraints placed on net asset use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net assets consist of net assets not meeting the definition of the preceding categories. Unrestricted net assets often have constraints on resources imposed by management which can be removed or modified.

The Statement of Activities and Net Assets demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements - Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

(13) Restatements

During the year ended June 30, 2012, the City began reporting the Newton Municipal Waterworks as a discretely presented component unit of the City rather than as an Enterprise Fund in accordance with Governmental Accounting Standards Board Statements Number 14 and 39. In addition, the City began reporting the Newton Public Library Foundation and the Friends of the Newton Public Library as discretely presented component units of the City. The Foundation and Friends were not previously reported by the City. The effect of these restatements are as follows:

	Business Type Activities Enterprise	Discretely Presented Component Units		
		Newton Municipal Waterworks	Newton Public Library Foundation	Friends of the Newton Public Library
Balances June 30, 2011, as previously reported	\$ 12,551,474	-	-	-
Reclassification of Newton Municipal Waterworks as a discretely presented component unit	(380,705)	380,705	-	-
Inclusion of Newton Public Library Foundation	-	-	885,678	-
Inclusion of Friends of the Newton Public Library	-	-	-	39,699
Balances July 1, 2011, as restated	\$ 12,170,769	380,705	885,678	39,699

The Enterprise, Landfill Postclosure Fund, a nonmajor Enterprise Fund at June 30, 2011, was merged into the Enterprise, Landfill Fund as of July 1, 2011. As a result, the cash balance in the Enterprise, Landfill Fund at July 1, 2011 increased \$627,034 to \$4,325,417.

City of Newton

Notes to Other Information – Budgetary Reporting

June 30, 2012

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds except for the Newton Public Library Foundation and the Friends of the Newton Public Library. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business type activities. Function disbursements required to be budgeted include disbursements for the General Fund, the Special Revenue Funds, the Debt Service Fund, the Capital Projects Fund, the Permanent Funds and the Enterprise Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, the budget was amended once, increasing budgeted disbursements by \$5,011,125. The budget amendment is reflected in the final budgeted amounts.

During the year ended June 30, 2012, disbursements exceeded the amount budgeted in the debt service function. In addition, the City exceeded the amount budgeted in the capital projects function prior to a budget amendment.

**Communication received from Deputy Auditor of State for the Financial Audit Division
Marlys Gaston**

I will start with a little background:

Audits are conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. These standards and provisions are referred to in the audit reports to inform users of these reports that auditors have complied with professional auditing and reporting requirements and to provide assurance of certain consistency in reporting.

The Governmental Accounting Standards Board (GASB) sets accounting and reporting standards that apply to all governments within the United States. Governments are required to report in compliance with these standards, no matter the size of the government.

Two of the above referenced standards applicable to your question are:

- GASB Statement No. 14, as amended by GASB Statement Numbers 39, 61 and 80. This statement establishes standards for defining and reporting on a government's financial reporting entity.
- AICPA Statement on Auditing Standards AU-C 600 – Special Considerations – Audits of Group Financial Statements. Among other things, this standard outlines requirements for reporting components of a set of financial statements and prohibits reporting on two separate reporting frameworks (that are materially different) under one cover/opinion.

The job of the independent auditor is to ensure the audit complies with all auditing standards and to also ensure the government complies with all reporting requirements. Any departure from GAAP (i.e., not complying with a reporting standard), requires the auditor to modify the audit opinion.

The two standards referred to above are lengthy and complicated and I will not attempt to describe the entire process or the numerous things an auditor must consider in their application. However, your auditors are required by professional auditing standards to ensure compliance with these reporting standards.

Below is a summary which addresses requirements for reporting potential component units, including Friends of the Library and Library Foundations:

During an audit, independent auditors request and report information based on requirements from the Governmental Accounting Standards Board (GASB) statement numbers 14, 39, 61 and 80. Based on the specified GASB criteria, independent auditors review information, such as articles of incorporation and bylaws, of Library Friends, Library Foundations and other organizations to determine whether or not they are required to be reported as a component unit of a specific government (i.e., as part of a primary government's "financial reporting entity"). GASB statements apply to all state and local governmental entities (in all 50 states) - this is not unique to Iowa.

The concept of "financial reporting entity" encompasses a government's responsibility to report financial activity pertaining to the public services it provides, no matter how those services are paid for. When organizations exist entirely or almost entirely to financially support or help the government provide certain public services, GASB believes excluding the financial activity of that organization from the government's audited financial statements is misleading and does not provide citizens with a complete financial picture of providing those services. Accordingly, GASB

requires the financial activity of those organizations be reported as a component unit of an applicable government's financial reporting entity (i.e., be included in the audit report for that government).

The GASB's requirement to include component units in a government's audit report is a governmental accounting and reporting requirement. It does not affect or change the separate legal status of the Library Friends or Foundation as non-profit organizations. The separate Library Friends and Foundation are not "departments" of the government and are not subject to open meetings or other laws as a result of including financial information in the government's audit report. Also, the Library Friends' and Foundation's financial information is not required to be included in the government's budget or reported in the government's annual or monthly financial reports.

The financial activity of an organization determined by the independent auditors to be a component unit must be audited prior to inclusion in the primary government's audit report. If the organization is not audited by another independent auditor, the primary government's auditor (i.e., the City's auditor) requests financial information and performs audit procedures such as reviewing internal controls over the activity, reviewing the bank reconciliation, testing disbursements for proper support, etc.

If an organization such as a Friends of the Library or Library Foundation is determined by the City's independent auditor to be a component unit of the City, failure to include the financial information in the City's financial statements would, if the exclusion were material, result in a modified opinion on the government's financial statements. Materiality is always measured by the primary government's (City's) independent auditor.

Auditor of State's audit of the City 2012-2014:

When the Auditor of State's (AOS) Office performed your fiscal year 2012 audit, we determined the Municipal Waterworks, Friends of the Library and the Library Foundation to be component units of the City, based on criteria outlined in GASB Statement No 14, as amended by GASB Statements No. 39, 16, and 80. Accordingly, the City reported these organizations in your fiscal year 2012 audited financial statements. However, in 2013, AICPA audit standard AU-C 600 became effective, which prohibited reporting two differing reporting frameworks under cover of the same audit report. Consequently, because the Waterworks reports on an accrual basis and the City reports on a cash basis, the Waterworks could not be pulled into the City's audit report. This meant the City could not comply with GASB Statement No. 14 and, consequently, our opinion on the City's financial statements was modified (i.e., adverse) because the entire financial reporting entity was not reported.

While continuing to report the Friends of the Library and the Library Foundation would have provided a better financial picture of providing Library services, because the City was receiving a modified opinion due to exclusion of the Waterworks, City management made the decision to also exclude the Friends of the Library and the Library Foundation from the audit report – since pulling them in takes audit time/cost and it would not have changed the audit opinion.

Excluding the Friends and Library Foundation in 2013 did not mean AOS did not believe them to be component units. Note 1A on page 26 of the City's FY13 audit report includes the following disclosure:

Excluded Component Units These financial statements present the City of Newton (the primary government). The financial statements do not include financial data for the Newton Municipal

Waterworks, Newton Public Library Foundation and Friends of the Newton Public Library, legally separate entities which should be reported as discretely presented component units.

This exclusion being the reason for the adverse opinion.

Determination of whether or not an organization meets the criteria of a component unit is complicated and requires examination, by your City and your independent auditors, of the current documents, facts and circumstances against the GASB criteria. We do not have access to that information, nor would it be appropriate for us to conclude on whether or not the Friends of the Library and Library Foundation continue to be component units. The facts and circumstances could have changed since we were your auditors. The component unit determination is for your current independent auditors to make in consultation with yourself and other appropriate City personnel.

Having said all this, I can tell you I have never seen a Friends or Library Foundation that did not shake out to be a component unit. Most are created to benefit the primary government (i.e., City). It's hard to argue that fact when they fund raise and provide support exclusively or almost exclusively to the City's Library, exactly the situation for which GASB created GASB Statement No. 14. GASB believes excluding such organizations from the financial reporting entity would be misleading and would not provide a complete financial picture of providing Library services.



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September 23, 2021

Mr. Matt Muckler, City Administrator,
Mayor Michael Hansen and Members of the City Council
City of Newton
101 West 4th Street South
Newton, Iowa 50208

It is my understanding that there have been questions raised regarding our firm's recommendation to include the financial information of the Newton Public Library Foundation and Friends of the Newton Public Library as part of the City's audit and to report the activity of these two organizations as discretely presented component units of the City. More specifically, questioning how our firm came to the conclusion that these two organizations meet the criteria for being component units of the City of Newton.

GASB Statement No. 14, and as subsequently amended by GASB Statements No. 39 and 61, provide us with the guidance we are to follow in determining whether or not an entity is considered to be a component unit of a primary government. These statements identify two types of component units for reporting purposes, Blended Component Units and Discretely Presented Component Units. A Blended Component Unit is an entity that is so intertwined with the primary government that they are, in substance, the same as the primary government, as such are reported as part of the primary government. A Discretely Presented Component Unit requires reporting component unit financial data in columns separate from the primary government. Most component units should be discretely presented.

GASB Statement No. 14, paragraph 20, and as amended by Statement No. 61 defines a component unit as follows:

"Component units are legally separate organizations for which the elected officials of the primary government are financially accountable (as discussed in paragraphs 21-37). In addition, component units can be other organizations for which the nature and significance of their relationship with a primary government are such that exclusion would cause the reporting entity's financial statements to be misleading (as discussed in paragraphs 39-41)."

GASB Statement No. 39, Appendix D, provides a flowchart for evaluating potential component units, with reference to the applicable Statement No. 14 paragraphs, as amended. A copy of this flowchart is enclosed for reference. While not authoritative, we believe this flowchart provides the clearest method for identifying component units. We will walk through the flowchart below.

- Step: Starting in the upper left corner – “Is the PCU (Potential Component Unit) legally separate? (paragraph 15)”

Response: We believe the answer to this is “Yes”. Each entity (Newton Public Library Foundation and Friends of the Newton Public Library) is a separate not for profit organization.

- Step: Moving down the left column – “Does the PG (Primary Government) appoint a voting Majority of the PCU’s board? (paragraphs 22-24)”

Response: We believe the answer to this question is “No”. The City of Newton does not appoint a simple majority of the governing board for either organization.

- Step: Moving to the right – “Does the fiscal dependency criterion apply? (paragraph 21b)”

Response: We believe the answer to this is “No”. Neither organization is fiscally dependent on the City of Newton.

- Step: Moving to the right – “Does the organization’s relationship with the PG meet the criteria of paragraph 40a?”

Response: We believe the answer to this is “Yes”. Paragraph 40a is one of the amendments to Statement No. 14 from Statement No. 39. Paragraph 40a is a three part test, and states in part “A legally separate, tax-exempt organization should be reported as a component unit of a reporting entity (City of Newton) if all of the following criteria are met”:

1. “The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the primary government, its component units, or its constituents.”

While each organizations’ Articles of Incorporation and By-Laws are vague as to their specific purposes, the names of the organizations indicate that their purpose is to support the Newton Public Library. History shows that the funding each organization has provided each year has been exclusively for the support of the City of Newton Public Library. The intended purpose of the Friends of the Newton Public Library is to purchase equipment to enhance library collections and services and help during library functions, and the intended purpose of the Newton Public Library Foundation is to utilize private funds to enhance programs and expenses beyond the library’s normal operating budget. Lastly, the IRS Form 990 of the Newton Public Library Foundation states its organization’s mission as “Support the Newton Public Library”. Based on these items, we believe this criteria is met.

2. “The primary government, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization”

As stated in the footnote to this paragraph, “The ability of a primary government to otherwise access the resources of an organization does not necessarily imply control over that organization or its resources; rather, it entails a broader concept. As noted in paragraph 29 of Statement 14, the ability to access the resources of an organization – not necessarily whether there was an actual transaction during the period – is the important factor for determining when a primary government is entitled to an organization’s resources. A primary government’s ability to “otherwise access” may be demonstrated in several ways. For example, the primary government or its component units historically may have received, directly or indirectly, a majority of the economic resources provided by the organization, the organization previously may have received and honored requests to provide resources to the primary government, or the organization is a financially interrelated organization.” Based on the first example provided in this footnote stating that the primary government’s ability to “otherwise access” is demonstrated if the primary government historically has received the majority of the economic resources provided by the organization, we believe this criteria is met.

3. “The economic resources received or held by an individual organization that the specific primary government, or its component units, is entitled to, or has the ability to otherwise access, are significant to that primary government.

Based on the 2019 IRS Form 990 of the Newton Public Library Foundation, the value of its assets held at the end of its fiscal year are significant to the City of Newton. The Friends of the Newton Public Library has filed an IRS Form 990-N, which does not require the value of assets held at the end of its fiscal year to be reported. In addition, we believe the value of the economic resources received are significant to the Newton Public Library. Based on this information, we believe this criteria is met.

- Step: Moving down – “Discrete presentation. (paragraphs 44-51)”

Response/Conclusion: The Newton Public Library Foundation and Friends of the Newton Public Library meet the criteria of a component unit and should be discretely presented with the City of Newton’s audited financial statements.

We believe our determination is also supported by the Illustrative Example number 1 of Statement No. 39, Appendix C, as follows:

Facts: ABC Library Foundation was established as a legally separate, tax-exempt organization to support ABC Public Library. The foundation has a history of supporting the library requests for funding from the foundation to support various projects. The resources distributed to the library in any single year may or may not be significant, but the resources held by the foundation are significant to the library.

Conclusion: ABC Library Foundation is a component unit of ABC Public Library and should be discretely presented in ABC Public Library's reporting entity financial statements. The foundation's resources are almost entirely for the benefit of ABC Public Library and the "entitlement/ability to access" criterion is met because the foundation has a history of supporting the library with its economic resources. Finally, the resources received or held by the foundation that the library is entitled to are significant to the library.

Being included as a component unit in the City's audit does not mean the City takes over control of the organization's assets or use of those assets. This control remains with each organization's board. Also reporting as a component unit does not mean that the names of donors to the organizations are disclosed in the audit or become public information. There may also be some misinformation that the filing of an IRS Form 990 or 990-N constitutes an audit. It does not. In fact, Part IV, questions 12a and 12b of the 2019 Newton Public Library Foundation's IRS Form 990 state that the Foundation was not audited.

There are many positive aspects of being audited or part of an audit. Some of the benefits an audit and the audit process can provide include:

- Reliability of the data being reported.
- Transparency of the organization's activities.
- Increased confidence for donors that their contributions are being spent properly, which can lead to increased donations.
- Help to detect and deter fraud.
- Business & systems improvements, including review of internal controls to promote best practices for controls, efficient and responsible use of resources, and identification of potential cost savings.

Lastly, the question was raised as to whether or not the Friends of Newton Parks is also a component unit of the City of Newton. We will again use the flowchart for evaluating potential component units located in GASB Statement No. 39, Appendix D. We will walk through the flowchart below.

- Step: Starting in the upper left corner – "Is the PCU (Potential Component Unit) legally separate? (paragraph 15)"

Response: We believe the answer to this is "No". It appears that the Friends of Newton Parks is not a separate legal entity. It has separate By-Laws to help direct its activity, but it is organized under the Jasper Community Foundation.

- Step: Moving to the right – "Does the PG hold the PCU's corporate powers? (paragraph 15)"

Response: We believe the answer to this is "No". The Jasper Community Foundation holds the corporate powers of the Friends of Newton Parks, not the City of Newton.

- Step: Moving to the right – "Not part of this PG"

Response/Conclusion: The Friends of Newton Parks would not be considered to be a component unit of the City of Newton.

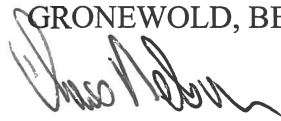
Mr. Matt Muckler, City Administrator,
Mayor Michael Hansen and
Members of the City Council

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September 23, 2021

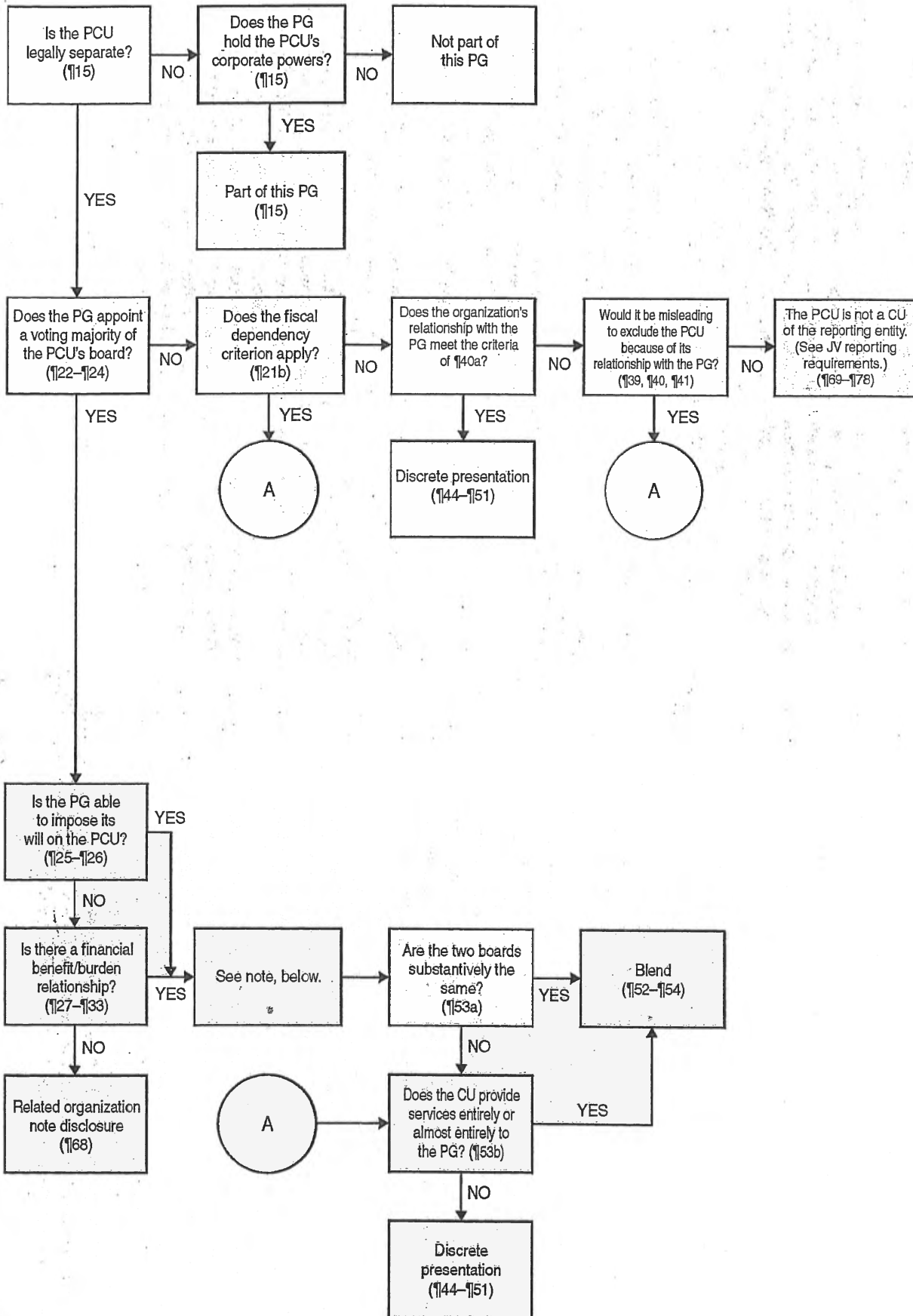
Please contact me if there are questions or you would like to discuss further any of the above communication.

Very truly yours,

GRONEWOLD, BELL, KYHNN & CO. P.C.


Christopher J. Nelson, CPA

GASB STATEMENT NO. 39
Appendix D, pages 32 and 33



Note: A potential component unit for which a primary government is financially accountable may be fiscally dependent on another government. An organization should be included as a component unit of only one reporting entity. Professional judgment should be used to determine the most appropriate reporting entity of the governing board of a component unit of another government. A primary government that appoints a voting majority of the governing board of a component unit of another government should make the disclosures required by paragraph 68 for related organizations.