

Iowa
Reinvestment
District
Amended
Application
2023



Reinvention Through Rehabilitation

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SECTION A – Project and Eligibility

Name of Project/District: Newton Legacy Reinvestment District

Date Submitted: 3/17/2023 amended resubmittal

Pre-application

Final application

Applicant: (must be a municipality): Jasper County, IA

Contact Name: Board Chair Brandon J. Talsma c/o Jeff Davidson, Jasper County Economic Development Director

Address: 315 W. 3rd St. N. Suite 310

City: Newton

State: IA

Zip: 50208

Telephone: 641-417-9500

Email: JEDCOIowa@gmail.com

Federal Identification Number: 42-60005041

Size of Proposed District: 74.85 acres

Are the parcels contiguous, physically connected? Yes No

Reinvestment District Overview

Figure 1 - Maytag Headquarters Campus



Once a company town, Newton is establishing a new identity in a post-Maytag era. Since the company's departure in 2007, Newton has worked on economic recovery through a housing crisis, natural disasters, a pandemic and the recent layoffs at TPI composites. Newton has focused its efforts on the theme of "Reinvention through Rehabilitation", acknowledging the significant role that historic preservation and adaptive re-use projects have in the City's economic recovery plan.

The projects included in the Newton Legacy Reinvestment District advance that concept by adding amenities to make Newton competitive in attracting visitors and new residents, as well as retaining current residents. The projects elevate the historic central business district and the former Maytag Headquarters campus by establishing an intentional connection between the two historic places. It blends recreation with commerce, education with economic development, and urban form with culture and entertainment.

The Newton Legacy Reinvestment District is designed to lift the historic downtown rather than leave it behind, adaptively reusing the community's assets in novel and innovative ways, rather than build new, and bring together a diversity of projects to stimulate transformational development and economic growth.

Newton, Iowa, due to its manufacturing and farming base, as well as its role as a county seat, is a full-service community, and home to many unique attractions: Iowa Speedway, Jasper County Historical Museum, Newton Arboretum and Botanical Gardens, Maytag Dairy Farms, and 13 parks, including historic Maytag Park with a bandshell and public swimming pool. The city of more than 15,000 has a full-service hospital, three radio stations, a newspaper, downtown movie theater and a YMCA.

Newton has an active arts community, with several non-profit organizations dedicated to the arts and many artists residing in the city. The Iowa Sculpture Festival is an annual event hosted in Newton which features both local and internationally accomplished artists. In addition, Newton features nearly 90 displays of public art throughout the community. The Iowa Sculpture Festival Committee sponsors a year-round sculpture and mural tour.

A research study published by The Brookings Institution — a non-profit public policy organization — “Countering the Geography of Discontent: Strategies for Left-behind Places”, November 2018, underlines the need and opportunity to invest in rural communities like Newton: <https://www.brookings.edu/research/countering-the-geography-of-discontent-strategies-for-left-behind-places/>

Richard Florida, a professor at the University of Toronto's School of Cities and Rotman School of Management, and a distinguished visiting fellow at New York University's Schack Institute of Real Estate, published commentary on the above research in Bloomberg CityLab: The Growing Inequality Between America's Superstar Cities, and the Rest.

<https://www.bloomberg.com/news/articles/2018-11-19/urban-rural-spatial-inequality-is-getting-worse>, November 2018

- Florida summarized, “A Brookings Institution study released today documents the growing economic divide between urban and rural areas. The analysis shows the deepening economic divergence and worsening spatial inequality that carves America into two separate and distinct nations. The researchers offer a series of strategies for addressing the gap and beginning to knit the nation back together.”
- Florida continued, “Since 2010, the more than 200,000 small towns and rural ‘micro’ communities have seen negative economic growth.” As the study notes, “nearly a decade after the Great Recession, the outlook for the places that have been left behind appears dim. Employment in many non-metropolitan places remains below its pre-recession level while the longer-term patterns of growth and divergence remain somber.”
 - “To mitigate such growing spatial inequality and start knitting the country back together, the report recommends a series of ‘place-sensitive’ economic strategies and policies. It strikes a useful and important middle ground between the traditional divide between people-based and place-based policies.”
 - “While it recognizes that innovation requires clustering in superstar cities and tech hubs, it seeks to stimulate economic development in outlying places by investing in local skills and capabilities, strengthening connections between local universities and industries, and connecting less-advantaged places with thriving ones.”

The Newton Legacy District project adds unique shopping/dining/entertainment amenities to an otherwise full-service community, creating an aggregate of attractions needed for a rural community to be competitive in attracting visitors and retaining residents. The district will position Newton as an affordable community for housing, an incubator city with affordable space to start or grow a business, and a place to affordably earn a post-secondary education.

With this proposal, we are asking that you invest in our local skills and capabilities, as we seek to leverage our proximity to the state's most populous metro, our historic places, and our plan to integrate new attractions that exhibit how a rural city can support modern lifestyles. The result would reimagine the story that begins, “when a company town loses its company...” by turning despair into opportunities for revival, allowing the past to inspire the future in a model for rural renaissance and resiliency even if subsequent companies significantly scale back operations such as the recent downsizing of TPI

As partners in the Newton Legacy District, we would argue that the ongoing pandemic will exacerbate the issues facing rural Iowa and that any opportunity to reinvest in a community working to maximize its assets in innovative ways is critical. We need the opportunity that the Iowa Reinvestment program can provide to help rewrite our story.

The Newton Legacy Iowa Reinvestment District (The District) proposal includes projects totaling \$47,931,565. The district will include the following five projects and associated investments/improvements:

Reinvention Through Rehabilitation

Christensen Development: Residential Adaptive Use and Hospitality Adaptive Reuse

- Market Rate Apartments
- Boutique Hotel
- Craft Cocktail Lobby Bar
- Water Amenities

Catalyst Development Newton, LL: Operator, Market Rate Apartments and Hospitality Facilities

- Operator of Market Rate Apartments and Hospitality Facilities

Des Moines Area Community College: Legacy Plaza Infrastructure, Legacy Ballroom, and Retail Build Out

- Legacy Plaza Infrastructure
- Legacy Ballroom
- Retail Build Out

Des Moines Area Community College: Legacy Commons, Legacy Greenspace, and High Demand Academic Program Expansion

- Legacy Greenspace
- Legacy Commons
- High Demand Academic Program

City of Newton: Resiliency Zone

- Historic Downtown Improvement and Housing Grants
- Vacant Building Initiative
- Downtown Community Gathering Place Park with Interactive Water Feature
- Infrastructure Improvements

Due to the scale and nature of the proposed projects, the Newton Legacy Reinvestment District will undoubtedly benefit the immediate neighborhood, but also the City as a whole. It will increase the local property tax base, which was deflated by Maytag's exit, while also creating a vibrant, mixed-use district that will increase hotel/motel and sales tax revenues. As revenues grow and are reinvested into the district, the effect will be a desirable neighborhood with a vibrant cultural, entertainment, and business environment for visitors and residents alike. By creating a unique, authentic, and exciting mixed-use district, Newton will become a model for rural redevelopment and revitalization for the State of Iowa.

A1 Resolution by the Governing Body

A resolution by the governing body which documents the intent to establish an Iowa Reinvestment District, approval of the district plan, and a finding that the area in the proposed district is an area suitable for development is attached as Appendix A, Resolution Establishing Reinvestment District.

A2 Urban Renewal Zone

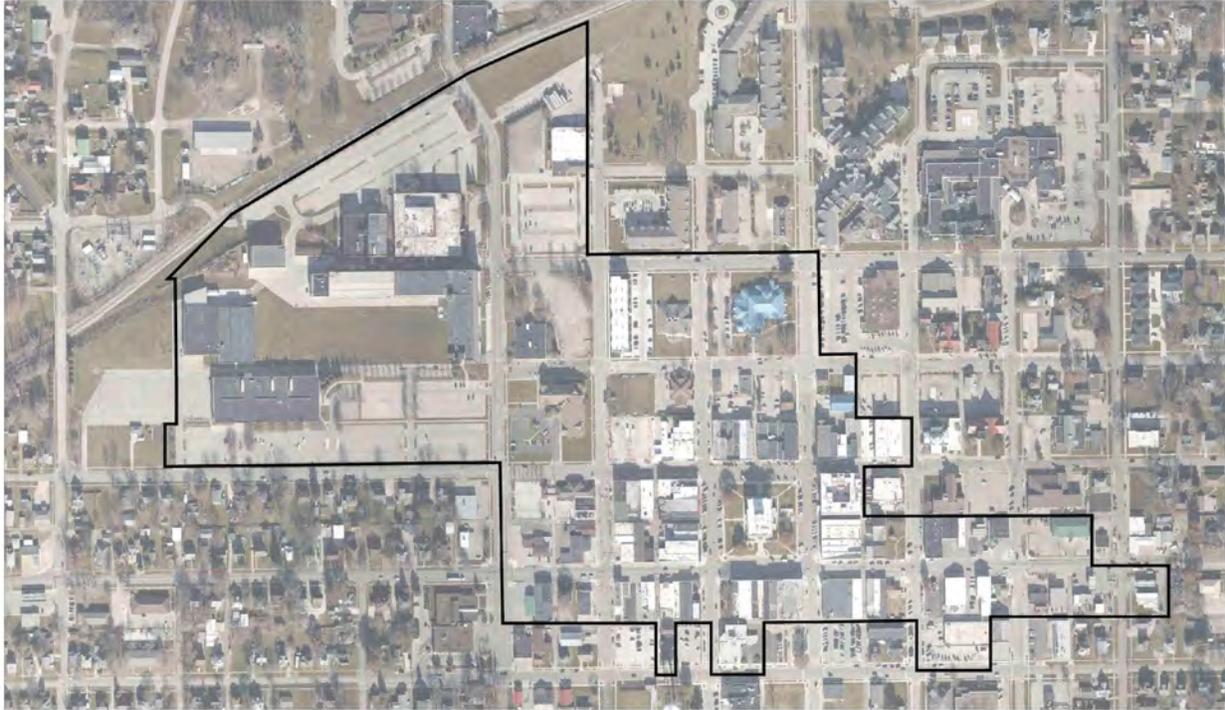
Documentation that the district is located within an Urban Renewal Zone is attached as Appendix B, Urban Renewal Zone Documentation

A3 Detailed Map of Reinvestment District

A detailed map of the proposed Iowa Reinvestment District depicting the existing parcels of real estate located in the proposed district is shown in Figure 2

Figure 2 Approved Reinvestment District

NEWTON LEGACY REINVESTMENT DISTRICT



A4 Names and Addresses of Parcel Owners

A list of the names and addresses of the owners of record of the parcels to be included in the proposed district can be found in Appendix C, Names and Addresses of Parcel Owners

A5 Legal Description of Boundaries

A legal description of the real estate forming the boundaries of the area to be included in the proposed district can be found in Appendix D, Legal Description of Boundaries

A6 Substantially Benefited Property Documentation

Buildings 1,2,16,17 and 50 where the flagship projects (hotel, apartments, ballroom) are proposed has a current net assessed value of approximately \$555,000. The rehabilitation project will result in a new minimum \$7 million assessed valuation, on a portion of this original parcel. Documentation substantiating the explanation that real property will be directly and substantially benefited is attached in a letter from Jasper County Assessor found in Appendix E, Substantially Benefitted Real Property.

SECTION B – District Plan

Assumptions and Reference Sources

There are several key assumptions and variables used consistently for each project. Rather than restating them in each project section they are placed in this location in front of the individual project detail.

Table 1 - Assumptions and Variables

Description	Variables
Operating Loan Interest Rate	5.0%
Average Annual Inflation Rate	2%
Depreciable Life (yrs.) – Buildings	39
Depreciable Life (yrs.) – Furniture & Fixtures	5
Depreciable Life (yrs.) – Scheduled Capital Improvements	5
Property Tax Mill Levy/\$1,000	41.9

While the current inflationary impact is reflected in updated construction and other startup costs, the target inflation rate of 2% has not changed. Using a higher inflation rate over the period of the fund might create overly optimistic estimated fund deposits.

Some of the information used in evaluating the apartments and retail sales elements of the project was provided by Bill Wright, Senior Vice President & Managing Director of CBRE Hubbell Commercial. Mr. Wright provided data on the apartment element from a Newton Analytics profile sourced from Costar Realty Information, Inc. Data on the retail sales element was provided in the form of a Retail Synopsis report and Retail Market Place Gap report prepared by CBRE.

Note: Each project segment includes a visual aids section. In most cases, cross references for Figures will direct the reader to the corresponding visual aid section.

Capital Investment by Project

The pre-application included three projects for a total capital investment of \$44,624,746. Several factors, including increased construction costs, led to a reconfiguration of projects all leading up to the same overall execution of the original projects. The Catalyst: Visitor & New Residential Infrastructure is now two projects named Christensen Development: Residential Adaptive Use and Catalyst Development Newton, LLC: New Lessor, Hospitality Adaptive Reuse. The DMACC: Legacy Plaza and Commons is now two projects named Des Moines Area Community College: Phase 1-Destination Legacy Plaza and Des Moines Area Community College: Phase 2: Legacy Commons. There is no change in the City of Newton Project.

Table 2 Capital Investment by Project

Proposed Projects	Total Cost
Christensen Development: Residential Adaptive Use	\$15,301,620
Christensen Development Hospitality Adaptive Reuse	\$13,746,150
DMACC: Legacy Plaza Infrastructure, Legacy Ballroom, and Retail Build Out	\$9,537,557
DMACC: Legacy Greenspace, Legacy Commons, , and High Demand Academic Program Expansion	\$7,806,238
City of Newton: Resiliency Zone	\$1,490,000
Total Cost	\$47,881,565

Amount of State Assistance Requested

The amount of state assistance requested is \$14,000,000 which is approximately 30% of the expected capital investment for all projects. Table 3 is a summary of the total amount estimated to be available for deposit in the Iowa Reinvestment Act (IRA) fund over the 20-year period. The total amount is \$19,849,947. Of that total \$17,913,414 is estimated to be from retail sales tax collected from eligible retail sales and the balance of \$1,936,533 is projected to be from eligible hotel/motel tax.

Table 3 Total Estimates by Project

Total Estimated Hotel/Motel Tax and State Sales Tax Projections				
Project	Category	Estimated Receipts	Projected Tax Receipts	Projected IRA Deposits
Christensen Development	Apartment Rentals	\$15,507,796	\$0	\$0
Catalyst Development	Hotel/Motel Tax	\$38,730,666	\$2,711,147	\$1,936,533
	Retail Sales Tax	\$17,430,155	\$1,220,111	\$697,206
DMACC Phase I Legacy Plaza	Food and Beverage	\$38,872,217	\$2,721,055	\$1,554,889
	Event Center Lease	\$1,045,364	\$0	\$0
DMACC Phase II Legacy Common	Food and Beverage	\$20,907,485	\$1,463,524	\$836,299
	Retail Consumer Goods	\$30,006,810	\$2,100,477	\$1,200,272
Newton: Resiliency Zone	Vacancy Initiative	\$340,618,675	\$23,843,307	\$13,624,747
Total		\$503,119,167	\$34,059,621	\$19,849,947

Allocation of State Assistance

Christensen Development will receive a payment equal to the net present value (NPV) of the \$14,000,000 shown in Table 4. Jasper County will issue bonds to make the payment of the NPV of the dedicated IRA funds to be repaid within the 20-year program period. The City of Newton and Jasper County have agreed to allow for a new Urban Renewal Area overlay of the current North Central Urban Renewal Area as additional assurance for the repayment to the County. All agreements and official resolutions related to this agreement between Jasper County, the City of Newton, and Christensen Development are attached is Appendix P below.

Table 4 Allocation of State Assistance

Project Element	State Assistance	Percent of Total
Christensen Development: Apartments	\$7,000,000	50%
Christensen Development Hotel	\$7,000,000	50%
DMACC – Phase 1	\$1,825,000	0%
DMACC – Phase 2	\$1,825,000	0%
City of Newton: Resiliency Zone	\$350,000	0%
	\$14,000,000	100.00%

B1 Christensen Development: Residential Adaptive Use

B1.1 Project Overview

New, affordable, market rate apartments will be a new lessor. The project will be located within building 16 of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag building 16 into 72 apartments. Building 50 will be used as a mechanical space for building 16.

Catalyst Development Newton, LLC will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Catalyst Purchase Agreement – DMACC. Christensen Development, owned by Jake Christensen, will purchase building 16 from Catalyst Development. A view of the building and an inspiration image of an apartment are shown in B2.7 Figure 4 and Figure 5.

The apartments in building 16 will bring new life and defined purpose to the former Maytag building. The apartments and the new boutique hotel presented in project 2 will provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant. The apartments will be operated by Christensen Development as an active participant in programs and activities related to the other project elements described later in this application.

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they "shop around" or build a new home, to the young teachers and service workers moving to a community.

Students looking to enroll in DMACC — including the Court Reporting program (the only one of its kind in Iowa), which attracts students from all over the country — find the lack of housing on campus to be a deterrent. Three-bedroom apartment units can provide affordable market rate housing to students.

Cities can't achieve economic growth without great housing. The proposed apartments would feature industrial chic design and be located within three blocks of downtown and in a vibrant pedestrian commons. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

The development of market rate housing in rural communities presents significant challenges. It takes more time to fully lease up projects in small cities, lenders resist projects where comparative, historical data for market rate rentals is non-existent, population growth is flat, and construction costs are the same or higher than in urban areas. Opportunity cost, and elevated risk inherent in small communities, make equity investors harder to come by.

Newton must be competitive in housing to allow its workforce to live here rather than commute in from surrounding areas, taking their disposable income home with them. There is no shortage of good jobs in Newton, and now we need to provide good housing to accompany them.

Project/Housing Note

There is a housing-related need and opportunity not addressed in this application. The need is for affordable (LITC) housing, and the opportunity is in the single building that is left in Legacy Plaza: Building 20, Figure 6. Both the building and the availability of creative financing tools for low-income housing tax credits face significant challenges. The 1930s building is eligible for historic tax credits but the 1950s renovation left it with challenges for adaptive reuse, making it unsuitable for modern office or residential use without disturbing the façade and window cadence. This building has 90,000 square feet that could be used for housing. The complexities surrounding the building and its financing did not allow us to include the project in our application, however we are working with Sam Ericson at Community Housing Initiatives (CHI) towards amending the application at a later date to include a Building 20 affordable housing project. This application requests funds totaling 75% of the allowable 20-year sales tax amount. If 100% of the Iowa Reinvestment Act funds allowable for application were to be granted there would be enough funding to complete all of the projects outlined here and also fill the gap that historic tax credits regrettably cannot fill for Building 20, modeled after CHI's Phenix project.

CHI has found that the building's large interior spaces could be converted to offer studio space for artists, while the perimeter of the first and second stories could be repurposed into 55 apartments. By combining creative workspaces and affordable housing, CHI could offer below market rents for aspiring artists, creators, and entrepreneurs working in the community while trying to establish careers in the creative arts. This would provide extraordinary synergies with the Co-Op Marketplace and many hospitality functions proposed in this application. The hospitality industry depends on front-line, entry-level workers to make things go.

The authors of this application strongly feel that including that workforce's needs in the Legacy Plaza plan would help fulfill our goal of benefitting residents across socio-economic spectrums. The project seeks to leave no one behind, so that all can benefit from our efforts and the resources from the State of Iowa.

B1.2 Expected Timeline

Construction work on building renovations and apartment construction will begin soon after the plan is approved with an expected start date of 1 October 2023. Construction and opening preparations will be completed in early 2nd quarter of 2024 with an expected operating start date of 1 October 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Event Center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

B1.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 40% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 5 B1 Detailed Budget

Project Name: Christensen Development: Residential Adaptive Use			
Funding Uses		Funding Sources	
Acquisition	\$50,000	Historic State Tax Credits	\$3,400,958
Hard Costs: Construction	\$12,522,300	Federal Historic Tax Credits	\$2,496,082
Soft Costs: Construction	\$1,112,351	Workforce Housing Tax Credit	\$540,000
Site Costs: Hard/Soft	\$236,250	NPV IRA Funding/ County Bonds	\$3,660,862
Financing Costs	\$517,420	Long Term Loan	\$5,203,718
Development Fee	\$863,299		\$
	\$		\$
	\$		\$
	\$		\$
Total Project Budget	\$15,301,620	Total Funding Sources	\$15,301,620

B1.4 Expected Debt Associated with The Project

The project will obtain bridge loans to be paid off with the utilization of Historic and Workforce Housing Tax Credits. The balance of funds needed will be obtained through long term debt.

Table 6 B1 Debt Associated with Project

Description	Amount	Percent of Total
Bridge Loan for Historic Tax Credits	\$2,496,082	30.29%
Bridge Loan for Workforce Housing Tax Credit	\$540,000	6.55%
Long Term Debt	\$5,203,718	63.15%
	\$	0.00%
Total Initial Sources	\$8,239,800	100%99.99%

B1.5 Status of Expected Financing and Financing Gap

Transformative projects in rural communities do not pencil out on their own. Buildings 1, 2 and 16 have an approved National Park Service Part 1 application, Appendix I, Catalyst NPS Part 1. That National Historic Registry designation makes the project eligible for both state and federal historic tax credits, of which the 131 page narrative can be found [here](#). Our Part 1.5 meeting was held in February 2022 and Part 2 was submitted in March 2022 with approval received in October 2022. A development agreement between the county, the city, and Christensen Development was approved in February 2023 which includes Tax Increment Financing, Hotel Motel Tax Reimbursement and a cash incentive per residential unit. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap. Finally, an historic tax credit application was submitted on February 1, 2023.

B1.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The 72 apartments in building 16 will not generate Hotel/Motel Tax or Taxable Sales. This project, because of its location in Legacy Plaza (Figure 3), will contribute to the district by providing needed housing and a high valued repurposing of a historic structure. The construction and operation of the apartments will also contribute to the economic impact in the form of construction jobs, operating staff and jobs related to goods and services required in operating the facility. The residents of the apartments will help drive new retail demand and development in the district.

The projected gross revenue included in estimating economic impact is included in section B1.8.2 Economic Impact Expected.

B1.7 Visual Aids Which Enhance the Understanding of the Project

Figure 3 Location of Building 16

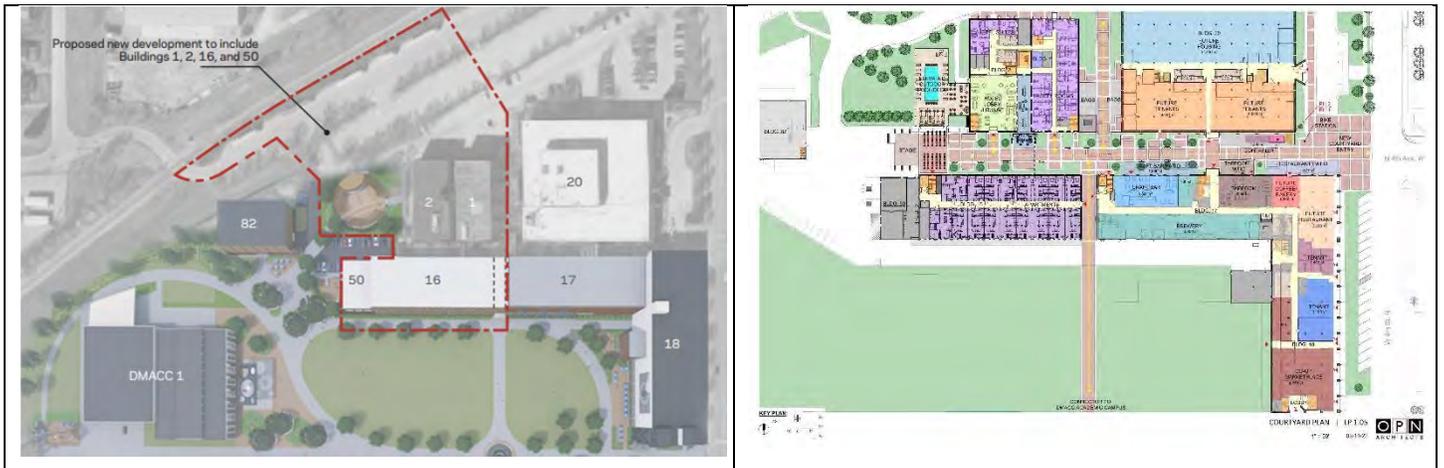


Figure 4 Building 16



Figure 5 Inspiration Imagery Apartment



Figure 6 Building 20

Building 20 in 1935



The 1935 Office Building was east of Bld. 1 and north of 4th Avenue (now the courtyard). It was not demolished when Building 20 (Headquarters) was built but rather encapsulated within the southwest part of the new Headquarters and the interior was remodeled to blend.

Building 20 in 2021



B1.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building 16 into a 72-unit apartment building. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projections (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Christensen Development was used as a starting point for developing the financial analysis model for this project. Due to the existing shortage of market rate apartments, the apartment occupancy rate starts out at 80% in 2024 and stabilizes at 90% in 2025.

B1.8.1 Projected Annual Gross Revenues

Due to the anticipated demand for market rate apartments an occupancy rate of 80% was used for the first six months of operation in 2024-25. The occupancy rate was raised to 90% for 2025 and the balance of the 20-year period. The projected total for annual gross revenues is shown in Table 7.

Table 7 Apartments Gross Revenue

Apartments - Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
Apartment Rentals	
Apartment Total	\$ 12,694,721

B1.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Table 8 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 8 Apartments - Economic Impact Summary

Christensen Apartments						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	126	\$6.3	\$7.4	\$14.7	\$1.3	\$0.5
Operations	2	\$0.0	\$0.4	\$0.6	\$0.0	\$0.1
Total	129	\$6.4	\$7.9	\$15.2	\$1.3	\$0.6

B1.8.3 Estimated Number of Visitors or Customers

The National Multifamily Housing Council (NMHC) has published a report based on the 2019 American Community Survey, 1-year Estimates, US Census Bureau. Updated 11/2020 that includes statistics on living arrangements and the average number of members in apartment households. Using the distribution of room types and the NMHC reports, the average number of tenants occupying the apartments in Building 16 is estimated at 125. The number of visitors per week is estimated at 108 for a total of 5,616 annually and 112,320 over the 20-year period.

Table 9 Apartment Occupants and Visitors

Apartment Estimated Occupants & Visitors								
Apartments	Count	Living Arrangements	Avg Per Apt	Pct of Total	# Tenants	Apt - Members in Household	Pct of Total	# Tenants
Studio	25	Single Male	1	23%	17	1 Member	49%	35
1 Bedroom A	31	Single Female	1	27%	19	2 Members	28%	40
1 Bedroom B	2	Single Parent	2.5	10%	18	3 Members	12%	26
1 Bedroom C	5	Couple	2	17%	24	4+Members	11%	32
1 Bedroom D	4	Couple w/Children	3.5	11%	28			
2 Bedroom A	2	Roommates	2	5%	7			
2 Bedroom B	3	Other	1	6%	4			
Totals	72			Est A	118		Est B	133
	125	Estimated Tenant Count (Average Est A and Est B)						
	108	Estimated Weekly Visitors to Apartments (1.5 per Apartment)						

B1.9 Unique Characteristics of the Project

The apartment project is closely related to project B2 Hospitality Adaptive Reuse. The combination of residential and hotel mixed use so common in urban areas is unusual in small communities. Since this project and project B2 are so closely linked, the Unique Characteristics of this project are included in section B2.9 of the Hospitality project to avoid repetition of characteristics.

B2 Christensen Development, Hospitality Adaptive Reuse

B2.1 Project Overview

A boutique hotel, lobby bar and restaurant will be a new lessor. The project will be located within two buildings (Figure 7) of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag buildings 1 and 2 into a 58-room boutique hotel.

Christensen Development will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Purchase Agreement – DMACC.

Catalyst Development Newton, LLC is owned by developer Angela Harrington (Hotel Grinnell and The Highlander Hotel) and will operate the Boutique Hotel.

Catalyst Development will also lease the event center in building 17 from DMACC. The boutique hotel, and event center project will bring new life and defined purpose to the former Maytag buildings. This project along with the nearby apartments provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant.

The apartments, boutique hotel, and event center will all be operated by Catalyst Project Management Appendix H, Catalyst Project Management Overview allowing the buildings' core functions to compliment and support each other, while also benefiting from economies of scale and efficient operations.

B2.2 Expected Timeline

Construction work on building renovations, hotel and amenities construction will begin soon after the plan is approved with an expected construction start date of October 1, 2023. Construction and opening preparations will be completed by 3rd quarter of 2024 with an expected operating start date of October 1, 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Legacy Ballroom/event center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

B2.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 33% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 10 B2 Detailed Budget

Project Christensen Development, Hospitality Adaptive Reuse			
Funding Uses		Funding Sources	
Acquisition Costs	\$50,000	NPV IRA Funds/County Bonds	\$3,660,862
Construction Hard Costs		Tax Increment Financing	\$1,265,000
General Requirements	\$379,908	Loan on Hotel Motel Tax	\$1,011,249
Construction Mgmt. Fee	\$351,775	Historic Tax Credits	\$4,534,441
Construction & Finishes	\$3,946,419	Investor Cash & Deferred Development Fee	\$235,460
Electrical & Data	\$1,317,692	Long Term Debt	\$3,039,138
Fire Sprinklers	\$83,658		\$
Plumbing & HVAC	\$2,649,045		\$
Contingency	\$417,653		\$
Soft Costs			\$
Architect & Engineering	\$450,000		\$
Misc Consultants & Legal	\$100,000		\$
Interest Reserve	\$750,000		\$
Developer Fee	\$750,000		\$
Furniture, Fixtures & Equipment			\$
Hotel Guestrooms	\$1,000,000		\$
Lobby Bar, Patio & Pantry	\$500,000		\$
Pre-Opening & Working Capital			\$
Opening Linens & Supplies	\$500,000		\$
Cash Reserve & Working Capital	\$500,000		\$
Total Project Budget	\$13,746,150	Total Funding Sources	\$13,746,150

B2.4 Expected Debt Associated with The Project

Christensen Development will secure a combination of short-term construction bridge financing, equity investors and long-term debt. We have budgeted interest appropriately for the bridge financing this project will require.

Table 11 B2 Debt Associated with Project

Description	Amount	Percent of Total
Loan on Hotel/Motel Tax Payment from City	\$1,011,249	24.97%
Long-Term Debt	\$3,039,138	75.03%
	\$0	0.00%
	\$0	0.00%
Total Initial Sources	\$4,050,387	100.00%

B2.5 Status of Expected Financing and Financing Gap

As mentioned in section B1.5, Buildings 1,2 and 16 have an approved National Park Service Part 1 and Part 2 application, Appendix I, Catalyst NPS Part 1 and Part 2. A development agreement between the county, city and Christensen Development was approved and includes Tax Increment Financing and Hotel Motel Tax Reimbursement. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap.

B2.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

Operations of the hotel are expected to generate \$56 million in taxable receipts, Table 12. Since the Legacy Ballroom included in project B3 will be leased to Catalyst Development, the taxable receipts for food and beverage sales will be reported by Catalyst.

Table 12 Projected IRA Deposits

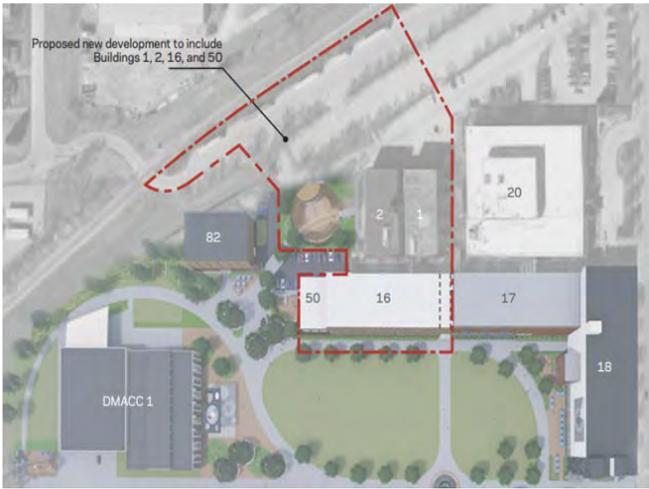
Hotel/Motel Tax and State Sales Tax Projections			
Category	Estimated Receipts	Projected Tax Receipts	Projected IRA Deposits
Hotel/Motel Tax	\$38,730,666	\$2,711,147	\$1,936,533
Retail Sales Tax	\$17,430,155	\$1,220,111	\$697,206
Total	\$56,160,821	\$3,931,257	\$2,633,739

Source: Newton District Application Supporting Data

B2.7 Visual Aids Which Enhance the Understanding of the Project

Great boutique hotels take on a neighborhood gateway role, where creative guest journeys -- built on novel and regionally relevant experiences -- take center stage. A demand for select service, and how well the property tells its story, provide compelling reasons for guest stays.

Figure 7 Maytag Complex - Buildings 1 & 2



Located in two original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase the iconic Iowa story of Maytag innovation. It will also serve as a base of operations for visitors exploring the historic town of Newton.

The hotel will encompass 51-58 guest rooms. Because of the building's depth and window cadence, each hotel room (Figure 8) will be large enough to be outfitted with larger bathrooms and kitchenettes so as to double as extended stay accommodations, filling two market needs: temporary housing for a transient workforce, as well as overnight accommodations for leisure guests.

Figure 8 Inspiration: Hotel Guest Room

Figure 9 Inspiration: Lobby Bar



This unique destination hotel will fill unmet needs in the marketplace for upscale lodging. 37% of travelers stay in properties above mid-scale. Newton is completely missing out on those travelers, losing them to Des Moines. Not one of Newton's hotels is rated above 2.5 (out of 5) stars. As such, this hotel will be the only accommodations product in the market above mid-scale, facilitating higher average daily rates to offset lower occupancy common in small cities.

As exemplified in Grinnell, IA, the addition of an upscale boutique hotel, like the one proposed here, generated an increase in hotel-motel sales tax revenue equal to that generated by the new hotel. In other words, the upscale hotel generated business from a new audience, without cannibalizing demand for existing properties. The demand existed but upscale travelers opted to stay in Des Moines until Hotel Grinnell was built.

A variety of accommodations is vitally important to a city's capacity to draw visitors. Downtown Newton experienced very little economic impact from the addition of the Iowa Speedway. A unique destination hotel downtown will help correct that unfortunate reality. Barriers to entry into the upscale lodging market in small cities are extraordinarily high. Development incentives like historic tax credits and the Iowa Reinvestment Act mitigate some of the risk inherent to above mid-scale hotel development in a small city like Newton.

A chic lobby bar (Figure 9) is a critical amenity for an upscale hotel. Revenue-producing lobbies and patios differentiate the product from its competition in hospitality. And modern consumers are using hotels differently.

According to author David Brooks, "They bring their laptops down to the lobby rather than working in their rooms and fewer people bother to unpack their bags. Therefore, room desks and closets are less important, but having a happening lobby scene is more important." ("Quest for 'experiences' reshapes hotel landscape", *The New York Times*, 1/6/2014)

The hotel restaurant will be open for breakfast, lunch and dinner continuously from 7am until 10pm-7 days a week. The menu will be a very portable, globally inspired food truck menu that can be enjoyed in the commons/greenspace or delivered to a hotel guest room, apartment or one of the many business tenants on campus. Every effort will be taken to offer goods developed by DMACC culinary students. The restaurant will feature signature craft cocktails as well as a wide selection of beer and wine creating an upscale venue.

There is no upscale cocktail restaurant or bar in Newton. A variety of food and beverage offerings is vital for attracting and retaining residents, the local workforce, and visitors from outside the community.

The lobby bar's décor will feature vintage industrial design, with splashes of color in fabrics and wallcoverings to compliment the original brick walls and wood floors of the historic factory. Subtle nods to the building's history will be present on the menu and throughout the hotel with other printed collateral.

The lobby bar will connect Legacy residents, Plaza workforce, locals and visitors alike.

B2.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building into a 58-room boutique hotel. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projects (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed boutique hotel, events center, and apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Catalyst Newton Development LLC was used as a starting point for developing the financial analysis model for this project. The initial hotel occupancy rate was set at 30% in 2024 and gradually increases to 54% in 2043. This is a conservative projection and, barring unforeseen circumstances, the occupancy rate could be higher after startup.

B2.8.1 Projected Annual Gross Revenues

Figure 10 summarizes the new hotel, and leased event center's projected gross revenue for the project period. The average annual gross revenue is projected to be \$2.9 million. Except for Bar/Patio/Auxiliary, event center sales will be purchased wholesale from vendors and billed with retail sales tax by the hotel. Ballroom rental is not included among taxable receipts. The Gross Revenue total includes years 2024 through 2044.

Figure 10 Catalyst Projected Gross Revenue

Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
<i>Boutique Hotel</i>	
Room Rental	\$ 38,730,666
Bar/Patio/Auxiliary	\$ 10,461,064
Boutique Hotel Total	\$ 49,191,730
<i>Event Center</i>	
Ballroom Rental	\$ 3,484,545
Food, Beverage, and Other Event Sales	\$ 6,969,090
Total Event Center	\$ 10,453,636
Grand Total	\$ 59,645,366

B2.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Figure 11 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Figure 11 Catalyst Hotel Economic Impact

Catalyst Hotel						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	235	\$11.8	\$14.1	\$19.8	\$2.4	\$0.7
Operations	30	\$0.7	\$1.2	\$2.7	\$0.2	\$0.2
Total	266	\$12.5	\$15.3	\$22.5	\$2.5	\$1.0

B2.8.3 Estimated Number of Visitors or Customers

The Boutique Hotel and Event Center will draw visitors to the community through its lodging services and hosted events. According to a 2014 summary report produced by the American Hotel & Lodging Association (AHLA), 41% of lodging customers traveled for business and 59% traveled for leisure. The typical business stay is one person, and the typical leisure stay is two persons. Using projected occupancy rates, a total of 194,764 rooms will be rented during the project period. Figure 12 shows the estimated number of lodging visitors based on the above criteria.

Figure 12 Projected Hotel Visitors

Estimated Hotel Visitors		
	Room Nights Rented	Number of Lodging Visitors
Business Travel	79,853	79,853
Leisure Travel	114,911	229,822
Total	194,764	309,675

Estimates for utilization of the Events Center are based on actual experience reported by a similar facility located in Grinnell, IA. provides a breakdown of the expected number of events per year and the total number of events throughout the project period. The average expected attendance per event is 250 visitors and the project period is 2024 to 2044.

Figure 13 Projected Event Center Visitors

Legacy Ballroom Events Center Projections			
Average Annual Visitors		Project Period Visitors	
Average Number of Events	76	Total Number of Events	1,515
Attendance per Event	250	Attendance per Event	250
Average Annual Visitors	18,938	Total Visitors	378,750

B2.9 Unique Characteristics of the Project

- **Impact.** Together, the hotel project and project B1 apartment project brings a necessary built-in customer base with disposable income to support businesses on Main Street and those proposed for Legacy Commons. An upscale hotel, walkable to goods and services, serves as an economic engine and brings 18-hour vitality and affluent guests to the small city of Newton. The hotel will serve as a base camp for visitors exploring Newton. Great hospitality teams serve as true community ambassadors and curators of local experiences. How visitors feel about a community they visit is most influenced by where they stay overnight. A hotel that celebrates where it is in the world and one which core values lie in active community stewardship is critical in destination making.
- **Innovation.** The project creatively uses existing community assets in the adaptive re-use of three historic buildings and will be the only hotel in Iowa with origins as a factory and offer the only authentically industrial chic event venue of its size in Iowa. The adaptive reuse and historic preservation on this scale is unheard of in a rural community. Located in three original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase the iconic Iowa story of Maytag and specifically how Iowa appliance innovation changed modern American life, especially for women.
- **Diversity.** The project is the only rural example in Iowa of mixed use residential and hotel, with residents enjoying the amenities of a hotel and hotel visitors being part of an authentic local experience. The combination of residential and hotel mixed use, so common in urban areas, is unusual in small communities. Together, they provide a critical mass in business and diversity in revenue models. The housing component meets the needs of Newton’s workforce and prospective DMACC students, especially those ineligible for rent restricted low- and moderate-income housing programs. Creatively combining economic development incentives allows for affordable market rate housing. Affordable housing allows our community college, our businesses and our city to grow.
- **Collaboration.** The lobby bar affords the DMACC Baking and Pastry Arts program a 24-7 venue by which to sell and showcase their products. The hotel and events operations will use student interns from DMACC’s Hospitality Business and Hotel/Restaurant Management program. DMACC’s Building Trades/Finish Carpentry, Welding and Electrical Construction Trades programs will be engaged during construction for earn to learn opportunities. Des Moines Area Community College, the City of Newton, Catalyst and Christensen are committed to pooling resources to effectively market Newton as a destination.

B3 DMACC: Legacy Plaza Infrastructure, Legacy Ballroom, and Retail Build Out

B3.1 Project Overview

Since both DMACC projects (B3 and B4) are closely related with phased implementation, a general overview is provided here with additional detail provided in each project section. Images from the Legacy Plaza Master Plan can be viewed in Appendix J, DMACC Legacy Plaza Master Plan.

Only two blocks west of the downtown Newton square sits the sprawling former headquarters of the Maytag Corporation. The historic campus serves as one of the anchors in Newton’s economic recovery plan of Reinvention through Rehabilitation. The features included in this project will weave together recreation with commerce, education with economic development, and culture with community in honor of the campus’ legacy.

After over 100 years of operations on the campus, Maytag Corporation was acquired by Whirlpool Corporation in 2006, and unfortunately most of its operations moved out of the community by 2007. Since then, the City of Newton has been transforming itself. The community as a whole has been working on sustainability issues and redevelopment initiatives. Nevertheless, despite several successes after Maytag’s departure, the physical legacy of the Maytag Corporation remains as a large, but underutilized, footprint in the Newton community.

Since accepting ownership of the property in 2016, DMACC has collaborated with the City of Newton through a 28E agreement and the Newton Development Corporation to adaptively reuse the vast campus. Fifteen businesses have been recruited since 2016 with an aggregate workforce of over 100, and 500 students attend DMACC Newton Campus. However, housing and lifestyle amenities for that workforce and student body are lacking.

Legacy Plaza Infrastructure

A portion of the original Maytag campus was repurposed to become the DMACC Newton Campus in 1993, which has provided post-secondary educational opportunities to residents for over 25 years. Until Len Hadley, then CEO of Maytag, proposed the donation of the former Maytag building to DMACC in 1992, Newton was the largest community in Iowa without a post-secondary education opportunity available for area residents.

Regrettably, the rest of the corporate campus has not been fully occupied since the departure of Maytag. Less than 15% of the 482,000 usable square footage of the former headquarters is currently being utilized, Figure 14 DMACC Campus Building Locations

In addition, there was much deferred maintenance that demanded attention immediately. Over the past four years, DMACC and the City of Newton, through a 28E agreement, have both invested several million into addressing maintenance and other operational issues to bring the Plaza back to a steady state.

In August of 2020 all of the buildings at Legacy Plaza were damaged by the derecho storm, some severely. Since August 2020, these repairs have been underway, include rebuilding several collapsed walls, securing materials to match the historic period of the buildings, and replacing five roofs on the campus.

With this application to the Iowa Reinvestment District Program, DMACC is excited to transform Legacy Plaza. Building on the investments already made, DMACC plans to celebrate the legacy of the Maytag story and develop Legacy Plaza in the following ways:

DMACC will work with the award-winning brewery start-up Gezellig Brewing Company, anticipating the need for additional manufacturing space, as demand for the women-owned brewery's products has increased, to expand their manufacturing space with a buildout of new brewing space in Building 17. The Legacy Commons project will also allow us to attract a craft beer pub to the destination in the former brewing space once Gezellig moves into their new manufacturing space.

DMACC will also transform the former executive suites of the Maytag Corporation into a new event space called Legacy Ballroom. The space will be stripped down to its original materials with an exposed ceiling and exposed brick walls to create a unique event space which celebrates the historic nature of the building as a manufacturing facility for Maytag in the early 20th century. The event space will then be leased by Catalyst Development to be operated and managed in conjunction with the boutique hotel as a draw to the Legacy neighborhood for weddings, corporate conferences, corporate retreats, and other community gatherings.

B3.2 Expected Timeline

Staging of the projects will be done in order to maximize new sales tax generation. The Legacy Plaza and Legacy Ballroom projects will commence within 90 days of final approval of the district. Completion is anticipated within 12 months. A combined timeline including all Legacy Plaza projects can be found in Appendix F, Legacy Plaza Construction Timeline.

B3.3 Detailed Budget for the Project

The Legacy Plaza project primarily includes work on Buildings 1, 2 and 16 in preparation for sale to Christian (Building 16) and Catalyst (Buildings 1 and 2) and building 17 which will be the location of the event center. Table 13 provides budget detail for the DMACC Legacy Infrastructure related work and Table 14 provides additional detail on the construction elements.

Table 13 Legacy Plaza Detailed Budget

Project Name: DMACC: Legacy Plaza Infrastructure, Legacy Ballroom and Retail Build Out			
Funding Uses		Funding Sources	
Building 17 Level 1	\$742,203	Private Funding	\$1,825,000
Building 17 Level 4	\$1,322,640	DMACC	\$7,712,557
Improvements – Building 1	\$1,059,184		\$
Improvements – Building 2	\$3,192,243		\$
Improvements Buildings 13, 16, 20, 82	\$3,221,287		\$
Architectural Design	\$		\$
Engineering Design	\$		\$
Construction Admin	\$		\$
Other	\$		\$
Total Project Budget	\$9,537,557	Total Funding Sources	\$9,537,557

Additional detail is shown below in Table 14 on the following page.

Table 14 DMACC Phase I construction budget

Legacy Plaza Reinvestment District - Phase 1								
Area & Cost Summary								
23-Dec-21								
LINE ITEM DESCRIPTION	CURRENT AREA		NEW AREA		COMBINED AREA		BUDGET COST	TOTAL
Legacy Commons								
BUILDING 17 - LEVEL 1	6,260	SF	6,000	SF	12,260	SF		\$742,203
Taproom	2,560	SF		SF	2,560	SF		
Brewery	3,700	SF	3,000	SF	6,700	SF	\$566,203	
Craft Bar		SF	3,000	SF	3,000	SF	\$176,000	
Building 17 - Level 4		SF	20,241	SF	-	SF		\$1,322,640
Events Space			7,957				\$716,130	
Dining Space			1,671				\$150,390	
Attendant Rooms			1,929				\$173,610	
Ceremony Space			1,948				\$175,320	
Kitchen Space			1,191				\$107,190	
Future additional space			3,835					
Plaza Infrastructure Improvements								
Improvements Building 1	-	SF	-	SF	29,190	SF		\$1,059,184
Building#1 - Mitigation		SF		SF		SF	\$335,000.00	
Building#1 - Masonry		SF		SF		SF	\$32,602.50	
Building#1 - Carpentry		SF		SF		SF	\$122,559.81	
Building#1 - Thermal & Moisture Protection		SF		SF		SF	\$301,704.10	
Building#1 - MEP		SF		SF		SF	\$114,182.35	
Building#1 - General Conditions		SF		SF		SF	\$153,135.71	
Fire pits, pergola, seating,		SF		SF		SF	\$0	
Improvements Building 2	-	SF	-	SF	25,200	SF		\$3,192,243
Building#2 - Mitigation		SF		SF		SF	\$240,000.00	
Building#2 - ACM Abatement		SF		SF		SF	\$17,250.00	
Building#2 - A&E - OPN		SF		SF		SF	\$255,451.80	
Building#2 - Testing & Inspection		SF		SF		SF	\$25,875.00	
Building#2 - Masonry		SF		SF		SF	\$732,202.30	
Building#2 - Carpentry		SF		SF		SF	\$602,475.64	
Building#2 - Speciality Lumber						SF	\$64,227.50	
Building#2 - Metals						SF	\$14,174.84	
Building#2 - Painting						SF	\$19,279.75	
Building#2 - Thermal & Moisture Protection						SF	\$369,790.40	
Building#2 - MEP						SF	\$52,307.36	
Building#2 - General Conditions						SF	\$799,208.30	
Improvements Buildings 13, 16, 20, 82	-	SF	-	SF	224,945	SF		\$3,221,287
Building#16 - MEP		SF		SF		SF	\$62,570.35	
Building#16 - Thermal & Moisture Protection		SF		SF		SF	\$565,390.33	
Building#20 - MEP		SF		SF		SF	\$46,039.10	
Building#20 - Thermal & Moisture Protection		SF		SF		SF	\$1,524,336.00	
Building#82 - Thermal & Moisture Protection							\$243,463.00	
Building#13 - Thermal & Moisture Protection							\$734,349.00	
Exterior and Plaza - Tree & Debris Removal							\$29,326.50	
Exterior and Plaza - Glass & Glazing							\$10,062.50	
Exterior and Plaza - Landscaping							\$5,750.00	
Total								\$9,537,557

B3.4 Expected Debt Associated with The Project

In 2019, DMACC issued bonds in support of physical improvements across the DMACC campuses. DMACC has budgeted \$1,000,000 of these proceeds for Legacy Plaza improvements.

B3.5 Status of Expected Financing and Financing Gap

In addition to the \$1,000,000, from the 2019 bond issuance, \$9,777,714 in funding has been approved for the Plaza infrastructure and commons improvements. Funds from the sale of the buildings for the boutique hotel, event center, and apartments will be reinvested into the project. DMACC has received a grant of \$15,000 to install an EV charger on campus. Iowa Reinvestment Act funds will cover the balance of the projects including the Academic Programming Expansion.

B3.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The projected state sales tax receipts assume that revenue generation will begin in the first quarter of 2023.

Retail sales were calculated by using the square footage information provided by OPN Architects and sales per square foot data from the Newspaper Association of America. This project includes 6,000 SF for Brewery and Craft Bar establishments. Sales per square foot (adjusted for inflation through 2022) were estimated at \$251/sq foot. Table 15 presents the results of estimating retail sales generated by two 3,000 SF establishments.

Table 15 Projected State Sales Tax and IRA Deposits

DMACC Phase 1 Legacy Plaza			
Category	Retail Sales	Projected Tax Receipts	Projected IRA Deposits
Food and Beverage	\$38,872,217	\$2,721,055	\$1,554,889
Event Center Lease	\$1,045,364	\$0	\$0
Total	\$39,917,581	\$2,721,055	\$1,554,889

Source: Newton District Application Supporting Data

B3.7 Visual Aids Which Enhance the Understanding of the Project

While the Legacy Ballroom in building 17 will be leased by Catalyst Development, it will be constructed and maintained by DMACC so the visual aids in this section include the Legacy Ballroom.

Figure 14 DMACC Campus Building Locations



Figure 15 Legacy Ballroom Concept Images



LEGACY PLAZA: BLDG. 17 - EVENT'S SPACE - PERSPECTIVE VIEW - ENTRY | A602.15 | 01/2023 | P N



LEGACY PLAZA: BLDG. 17 - EVENTS SPACE - PERSPECTIVE VIEW - STAGE | A603.05 | 01/2023 | P N



LEGACY PLAZA, BLDG. 17 - EVENTS SPACE - PERSPECTIVE VIEW - WESTWALL AREA 15
ARCHITECT: OPIN 10/2022



LEGACY PLAZA, BLDG. 17 - EVENTS SPACE - PERSPECTIVE VIEW - DJ AREA
ARCHITECT: OPIN 10/2022

B3.8 Feasibility Study Conducted by Independent Professional

This feasibility study was completed to evaluate the development of a mixed-use area in the Legacy Plaza portion of the DMACC campus. The development will include plaza infrastructure improvements, the Legacy Ballroom and, Retail Build Out.

B3.8.1 Projected Annual Gross Revenues

The financial projections for this project were built around the assumption that about 6,000 SF in food and beverage retail would be the first developments in the project. The projected retail sales were estimated based on a historical average annual sales per square foot for similar retail establishments projected forward for the 20-year period. As shown in Table 16, The event center (Legacy Ballroom) is not generating taxable sales because it will be leased to Catalyst Development and the taxable sales have been captured in that project.

Table 16 Legacy Plaza / Legacy Ballroom Projected Gross Revenue

Projected Annual Gross Revenue- DMACC Phase 1 New Retail		
Category	20-Year Total	20-Year Average
Food and Beverage	\$38,872,217	\$1,943,611
Retail Consumer Goods	\$1,045,364	\$52,268
Total	\$39,917,581	\$1,995,879

Source: Newton District Application Supporting Data

B3.8.2 Economic Impact Expected

The estimated economic impact of the DMACC Legacy Plaza project will be derived from construction and operations activities. Table 17 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 17 Expected Economic Impact - Legacy Plaza - Legacy Ballroom

Impact Results	DMACC Phase 1					
	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	109	\$5.4	\$6.2	\$12.0	\$1.1	\$0.4
Operations	31	\$0.7	\$1.0	\$1.9	\$0.1	\$0.1
Total	140	\$6.1	\$7.2	\$13.9	\$1.2	\$0.5

B3.8.3 Estimated Number of Visitors or Customers

The State of Iowa Local Retail study conducted by Womply¹ in 2017 indicates that the average small, independent retail business in Iowa processes 10 transactions per day. Assuming a 7-day week, and that an additional 50 percent of visitors may browse without making a purchase, we can calculate an estimate for visitors per retail business per year. For the future restaurants and bars included in the project, a purchase amount of \$30 per person was used with the projected annual sales amount to estimate the number of visitors. It is important to note that the number of visitors will increase with the development of the amusement space and as more events are held in Legacy Plaza. In addition, approximately 700 people work or attend classes at the nearby campus and may visit Legacy Plaza on a daily basis.

Table 18 includes the estimated number of annual visitors for the retail operations included in this project. The number of annual visitors were estimated for the combined projects (Legacy Plaza and Legacy Commons) and allocated to each project based on its projected square footage to be developed. Note: Legacy Ballroom visitors are included in the Catalyst project.

Table 18 Estimated DMACC Legacy Plaza Visitors

Estimated Visitors - DMACC Legacy Plaza Visitors		
	Average Annual Visitors	Total Project Period
Legacy Plaza	31,128	622,551
Total	31,128	622,551

B3.9 Unique Characteristics of the Project

Since this project and B4 are closely related the following unique characteristics apply to both Project B3 and B4. The following applies to but will not be repeated in section B4.9.

- **Extraordinary Asset.** The former Maytag campus comprises eight buildings sitting on more than 14 acres and over 482,000 sq ft of usable, quality space unseen in other small rural Iowa communities. Maytag's attention to quality was not just reserved for its products, it maintained the campus to the highest standard in the over 100 years it grew and owned the campus. Thus, the quality and condition of the buildings are rare, whether in a small town or large metropolitan area. Planned improvements to the courtyard will honor the legacy of the iconic Iowa innovation story of Maytag, a name known around the world.
- **Workforce Skills Training and Education.** The City heralded the opening of the DMACC Newton campus in 1993 as one of the most important moments in the Newton's history. For over 25 years, DMACC has been educating the skilled workforce of Newton in a former Maytag factory. In 2016, DMACC accepted the remaining campus donation at the request of the City as a community partner. DMACC's decision in 2016 to take on the remaining Maytag buildings and actively redevelop 482,000 square feet in Newton, Iowa is extraordinary.
- **Rethinking the Rural Community College Campus.** Revitalizing through rehabilitation creates authentic and unique spaces with stories that produce thriving communities. The intimate courtyard or "commons" surrounded by historic buildings emulates historic neighborhoods found in larger, metropolitan communities, and rare in small rural cities. The improvements will create the types of outdoor spaces that will encourage visitors and new residents to the community. No other small town community college will have the amenities of adjacent housing, and on-site dining, shopping and entertainment options – a pedestrian mall concept typically reserved for large universities. The possibilities generated by the project of collaboration, internships, real world learning and public private partnership/initiatives are infinite. The project's leisure features in dining, shopping and entertainment create a fun, vibrant environment typically only found on the campuses of large universities or in large cities.
- **Job Growth through Entrepreneurial Support.** DMACC has made unusual strides in revitalizing the large community asset with recruitment of 15 new tenants with an aggregate of 200 workers – many of them entrepreneurs – and over 75 new jobs to the community. The finished mixed-use neighborhood will provide earn and learn opportunities for DMACC students. Build-outs make retail spaces turnkey, with no costs passed on to new retailers and start-ups. This helps to mitigate much of the risk and financial

¹ The Iowa small retail business information was found in this Womply study: <https://www.womply.com/state-of-local-retail-2017/iowa-retail-2017/>

barriers to entry for entrepreneurs. DMACC's approach to the development of the area supports an environment where entrepreneurs and growing companies can thrive.

- Holistic Approach to Economic Development. The benefit of the project in the recruitment of students is exponential, especially with the availability of housing across from a beautiful greenspace. In addition, the expansion of high-demand academic programs to the DMACC Newton campus illustrates the holistic and multi-faceted approach to economic development which serves as the foundation to this application. The purposeful connection to provide student customers and potential workers to the tenants of Legacy Plaza supports the sustainability of the tenants.
- Supporting Business Startups, Artists, and Artisans. The co-op marketplace will add to commercial density and attracts traffic for its small tenants. Co-operative markets play an important role in supporting the arts, local foods and entrepreneurship. Additionally, we look forward to all kinds of opportunities for community college students to participate in earn to learn endeavors throughout the commons.

B4 DMACC Legacy Commons, Legacy Greenspace, and High Demand Academic Program Expansion

B4.1 Project Overview

Additional detail for this project is included in the project overview for B3 DMACC: Legacy Plaza and Appendix J, DMACC Legacy Plaza Master Plan.

Legacy Commons

DMACC envisions using this intimate space to create more opportunities for outdoor multi-generational gatherings to support current and future businesses.

The courtyard will feature permanent food “trucks” and retail kiosks constructed from rail storage containers. These containers will be rented out to food/beverage/retail entrepreneurs to provide additional food options. The use of rail storage containers honors the method by which most Maytag washers were once shipped from the historic campus to consumers across the country. Other improvements will include outdoor seating, fire pits made to look like old washing tubs in honor of the Maytag story, sculptures, and trellises to make the space appealing through all seasons. Public art is already displayed on the campus, and this practice will continue and expand. The courtyard will include an open-air walking history exhibit using new media forms to tell the story of entrepreneurship in Newton, including the story of F.L. Maytag.

Additional retail space will be finished in Maytag building 18. A co-op marketplace (indoor artisan/farmers market) will allow micro enterprises small, affordable spaces from which to sell their products.

The support of entrepreneurial endeavors on the campus honors the legacy of F.L. Maytag, a legendary entrepreneur who at one time produced farm implement equipment, a Maytag car, and other products before changing the world with the Pastime and Gyro-foam washers.

Finally, a bike repair stand will be located on the east end of the courtyard to encourage bikers to make Legacy Plaza a destination with the proposed addition to the city's Hike and Bike trail. Also, DMACC has received a \$15,000 grant from the Iowa Department of Transportation and a \$5,000 grant from the Jasper Community Foundation to purchase and install a Zero Emission Vehicle Supply Type 2 recharging station at the Plaza, the first in Jasper County.

Legacy Greenspace

The historic Legacy Plaza campus includes an expansive 5 acres of greenspace where a Maytag manufacturing facility once stood. DMACC, the City of Newton, the Newton Development Corporation and other stakeholder groups recognize the possibility this greenspace offers to attract residents and visitors to a unique destination area with multipurpose year-round uses.

With this vision in mind, DMACC coordinated a collaborative planning process with multiple community stakeholders to identify opportunities to transform the space. Included in stakeholder groups were high school students, business owners, current Legacy Plaza tenants, and DMACC students and employees. Essential to the vision is the connection of the DMACC academic buildings to the Legacy Plaza Courtyard to facilitate the flow of energy and people between the two areas. This purposeful connection will also help provide student customers to the tenants of Legacy Plaza. [Watch a video of the green space plan.](#)

A central art sculpture, shade structures, landscaping, an open activity lawn, a six-story mural, and an ice rink will work together to create a dynamic recreation space, Figure 18 Legacy Greenspace Plan. Public art including façade images on the academic building

will add interest and beauty to the green space, while the academic building will be updated with a new entrance and floor-to-ceiling windows to connect the interior with the green space. An intentional connection with paved sidewalk and attractive landscaping will support the movement of students between the academic portion of their studies and work-based learning opportunities with tenants of Legacy Plaza and the connection between Legacy Commons and Downtown Newton.

The central art sculpture embodies the metaphor of movement and captures the essence of the agriculture and industrial innovations developed and discovered at the site. The envisioned sculpture uses Corten steel and stainless-steel materials to reflect the dichotomy between the past and the current materials used by manufacturing industries. The finished greenspace will allow all kinds of users to enjoy the space and meet others for business meetings and social gatherings. All the features of the greenspace are intended to provide linkage to the area's past, present, and future.

High-demand Academic Programming Expansion

As mentioned earlier, former Maytag CEO Len Hadley approached the Des Moines Area Community College with the idea of creating a campus in Newton in 1992, noting at the time, that Newton was the largest Iowa community without a higher education campus. To support the initiative, \$1 million and the donation of a building was pledged toward creating the Newton campus. This significant event in Newton's history not only increased job opportunities and supported local business through a skilled workforce, but it created the foundation of today's partnership for this reinvestment district.

DMACC continues to train the workforce in high-demand areas and sees an opportunity to increase this role with the expansion of additional high-demand programs. Area high schools have increased their IT offerings and are looking for college programming to compliment this training and provide high-paying, high-satisfaction career pathways. A Cyber Security program would leverage the training received at high schools and build a pathway to a career in IT. Cyber security specialists are in high demand, so the proposed program will offer an excellent career option for students looking to improve their value in the workplace.

Governor Reynolds' initiative, Future Ready Iowa, lists Network and Computer Systems Administrators as a high-demand skill where the median salary for a programmer in the region is \$58,392. The addition of this program at the DMACC Newton campus would prepare students for higher earning careers, that would in turn help to attract new technology businesses to Newton and the State of Iowa because of the availability of a highly skilled workforce. Growing education and training opportunities in a computer technology field, attacks the growing economic disparity between tech-centered urban areas and the nation's more rural cities.

Another priority is the creation of an Applied Engineering Technology program to directly meet the needs of area industry. Area manufacturers are in dire need of individuals who can repair, install, adjust, or maintain industrial production and processing machinery. This is especially true with the advent of Industry 4.0- the interconnectedness of technology and manufacturing processes.

Applied Engineering Technology, and the many career paths it prepares students to follow, is also on the Future Ready Iowa list of high demand careers. For example, those with credentials in this program can fill Industrial Machinery Maintenance positions which can earn up to \$58,305 annually. Employees who can fill manufacturing jobs are in high demand by businesses in Jasper and Marion counties, and throughout the state of Iowa. This program would be a positive factor for companies looking to expand or relocate to areas able to meet their workforce needs.

The High-demand Project by DMACC includes the build-out of computer labs and equipment for both new academic programs, plus the remodel and refitting of an existing auto tech lab. Additional improvements to the campus library and academic learning center will further support the success of students at the campus. The expansion of these high-demand academic programs at the DMACC Newton campus illustrates the holistic and multi-faceted approach to economic development which serves as the foundation to this application.

B4.2 Expected Timeline

Staging of the projects will be done to maximize new sales tax generation. The Legacy Commons projects will commence within 90 days of final approval of the district. Completion is anticipated within 12 months. To minimize construction disruption on the campus, the Legacy Greenspace projects will begin in the spring of 2024 and the Academic Expansion Program will begin in the fall of 2024 after all Department of Education approvals are secured.

B4.3 Detailed Budget for the Project

The Legacy Commons/Legacy Greenspace project primarily includes development spaces for retail operations in the commons and amenities in the greenspace area. The budget numbers in Table 19 include the planned academic expansion. Table 20 provides additional detail on the construction elements.

Table 19 Legacy Commons Detailed Budget

Project Name: DMACC: Legacy Commons: New Retail			
Funding Uses		Funding Sources	
Building 18 - Level 1	\$653,979	Private Funding	\$1,825,000
Courtyard	\$1,480,527	Private Funding	\$2,215,000
Greenspace	\$4,021,991	DMACC	\$3,766,238
Academic Expansion	\$1,649,741		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Project Budget	\$7,806,238	Total Funding Sources	\$7,806,238

Table 20 Legacy Commons- Legacy Greenspace -Budget Detail

Legacy Plaza Reinvestment District - Phase 2							
Area & Cost Summary							
23-Dec-21							
LINE ITEM DESCRIPTION	CURRENT AREA	NEW AREA	COMBINED AREA	BUDGET COST	TOTAL		
Legacy Commons							
BUILDING 18 - Level 1	-	SF	7,457	SF	7,457	SF	\$653,979
Co-op Marketplace (SE)		SF	4,878	SF	4,878	SF	\$427,801
Co-op Marketplace (W)		SF	1,335	SF	1,335	SF	\$117,080
Co-op Marketplace (E)		SF	1,244	SF	1,244	SF	\$109,099
COURTYARD	-	SF	6,700	SF	6,700	SF	\$1,480,527
Courtyard Entry		SF	4,000	SF	4,000	SF	
Container Patios		SF	1,630	SF	1,630	SF	
Courtyard seating and amenities		SF	1,070	SF	1,070	SF	
		SF		SF		SF	
		SF		SF		SF	\$0
Green Space Attraction							
GREENSPACE		SF		SF		SF	\$4,021,991
Main Walks & Lawn							\$ 2,250,000
Sculpture Features							\$ 952,991
Wall Art							\$ 819,000
Academic Expansion							
Academic Expansion		SF		SF	5,668	SF	\$1,649,741
Cyber Security			1,500		1,500		\$ 549,000
Applied Engineering Technology			3,000		3,000		\$ 865,095
Baking Program			1,168		1,168		\$ 235,646
Total							\$7,806,238

B4.4 Expected Debt Associated with The Project

There is no expected debt associate with this phase of the DMACC project.

B4.5 Status of Expected Financing and Financing Gap

Funds from the sale of the buildings for the boutique hotel, and apartments will be reinvested into the project. DMACC has received a grant of \$15,000 from the Vermeer Charitable Foundation to support the development of the academic expansion. Private fund raising will account for just over \$2,200,000 to support the Green Space features. Iowa Reinvestment Act funds will cover the balance of the projects including the Academic Programming Expansion.

B4.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The new DMACC Legacy Commons improvements consist of mixed-use retail and food service establishments. The projected state sales tax receipts are based on the assumption that revenue generation will begin in the first quarter of 2023.

Retail sales were calculated by using the square footage information provided by OPN Architects and sales per square foot data from the Newspaper Association of America. Of the 10,157 square feet in total new retail space, 27% will be classified as food and beverage service, while the remaining 73% is classified as "other retail". Food service sales per square foot (adjusted for inflation through 2022) were estimated at \$251/sq foot. This is consistent with what RestaurantOwner.com considers a "moderately profitably" full-service restaurant. For "other retail", a conservative estimate of \$196 per square foot was used.

Table 21 Table 1 indicates the potential for new sales tax receipts in the Legacy Commons over the 20-year period is \$50,914,295.

Table 21 Projected State Sales Tax - Legacy Commons

DMACC Legacy Commons New Retail			
Category	Retail Sales	Projected Tax Receipts	Projected IRA Deposits
Food and Beverage	\$20,907,485	\$1,463,524	\$836,299
Retail Consumer Goods	\$30,006,810	\$2,100,477	\$1,200,272
Total	\$50,914,295	\$3,564,001	\$2,036,572

Source: Newton District Application Supporting Data

B4.7 Visual Aids Which Enhance the Understanding of the Project

Figure 16 The Natural Commons Area of Legacy Plaza

Current Commons



Current Commons at Night

Inspiration for the Commons



Legacy Commons Courtyard



Figure 17 Dining and Retail Kiosks



Figure 18 Legacy Greenspace Plan

Legacy Greenspace Master Plan



Greenspace Centerpiece

Ice Skating Rink Rendering



B4.8 Feasibility Study Conducted by Independent Professional

This focus of the feasibility study is the new retail spaces created in the Legacy Commons and Legacy Greenspace area of the overall Legacy Plaza development.

B4.8.1 Projected Annual Gross Revenues

The financial projections for this project include the addition of 10,000 plus square feet of new food service and miscellaneous retail operations in the Legacy Commons and Legacy Greenspace areas of the district. The revenue generated in each category is displayed in Table 22 with a total of \$50.9 million for the 20 year period.

Table 22 Projected Gross Revenue - Legacy Commons

Projected Annual Gross Revenue- DMACC Legacy Commons		
Category	20-Year Total	20-Year Average
Food and Beverage	\$20,907,485	\$1,045,374
Retail Consumer Goods	\$30,006,810	\$1,500,341
Total	\$50,914,295	\$2,545,715

Source: Newton District Application Supporting Data

B4.8.2 Economic Impact Expected

The estimated economic impact of the DMACC Legacy Commons and Legacy Greenspace project will be derived from construction and operations activities. Table 23 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 23 Legacy Commons – Legacy Greenspace – Academic Expansion – Economic Impact

DMACC Phase 2							
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)	
Construction	70	\$3.5	\$4.9	\$9.7	\$0.7	\$0.4	
Operations	30	\$0.6	\$1.0	\$1.9	\$0.1	\$0.2	
Total	99	\$4.1	\$5.8	\$11.7	\$0.9	\$0.6	

B4.8.3 Estimated Number of Visitors or Customers

The Womply study mentioned in B3.8.3 indicates that the average small, independent retail business in Iowa processes 10 transactions per day. Assuming a 7-day week, and that an additional 50 percent of visitors may browse without making a purchase, we can calculate an estimate for visitors per retail business per year. For the future restaurants and bars included in the project, a purchase amount of \$30 per person was used with the projected annual sales amount to estimate the number of visitors. It is important to note that the number of visitors will increase with the development of the amusement space and as more events are held in Legacy Plaza. In addition, approximately 700 people work or attend classes at the nearby campus and may visit Legacy Plaza on a daily basis.

Table 24 includes the estimated number of annual visitors for the retail operations included in this project. The number of annual visitors were estimated for the combined projects (Legacy Plaza and Legacy Commons) and allocated to each project based on its projected square footage to be developed. Note: Legacy Ballroom visitors are included in the Catalyst project.

Table 24 Estimated Visitors - Legacy Commons

Estimated Visitors - DMACC Legacy Commons		
	Average Annual Visitors	Total Project Period
Legacy Commons	52,694	1,053,875
Total	52,694	1,053,875

B4.9 Unique Characteristics of the Project

Please refer to section B3.9 which also applies to this project.

B5 City of Newton: Resiliency Zone

Downtown Improvement and Housing Grant Program, Vacant Building Initiative, Community Gathering Space Park, and, Infrastructure Improvements

B5.1 Project Overview

From the local government perspective, the Reinvestment District is a model for development and redevelopment in rural Iowa. Within the geographical boundaries of the district there exist opportunities for multi-generational urban living in a rural Iowa small town.

There are two distinct sub-areas found within the nearly 75-acre reinvestment district: Legacy Plaza/DMACC and the Resiliency Zone. The City's proposed projects reside within the Resiliency Zone and are intended to enhance the district by creating a stronger connection between the Legacy Plaza campus and the historic downtown, promoting walkability, creating new recreational and community gathering opportunities, filling vacancies, and preserving and enhancing the community historic character.

The Resiliency Zone is an important civic area because it serves as a gathering place, employment center, and location for growth opportunities for the city. Today, residents and visitors can find a hospital and various medical providers, a grocery store, pharmacies, public library and other civic buildings, living opportunities, and unique shopping and entertainment options.

Downtown Improvement and Housing Grant Program.

In 2011, Newton's Downtown was placed on the National Register of Historic Places, and in 2013, Newton was named as a Main Street Iowa community. With the concept of "Reinvention through Rehabilitation" in mind, Newton established the Downtown Historic District Design Guidelines which align with the Secretary of Interior's Standards for Rehabilitation.

Continuing to invest in our historic places – through infrastructure maintenance & repair, design improvements, and business support – is critical to the future of our city's downtown district.

The health of the community depends on Newton maintaining a thriving downtown. A key part of this is the condition of the district's brick and mortar. The public realm is not limited to just the public buildings and public rights-of-way. The public realm also includes places that are important contributors to the City's overall character. The privately owned buildings in The Resiliency Zone are important due to their historic role in the city, their visibility, and the ways in which citizens engage with the buildings, spaces, and businesses in their everyday life.

Small and local businesses are hurting, and many are hanging on by a thread. In times like these, building maintenance, upkeep, and new projects become deferred. These deferrals can become a drag on a vibrant city center. Further, downtown Newton was severely damaged by the August 2020 derecho storm.

Figure 19 in the visual aid section includes one example of a downtown building seriously damaged by the derecho. The effects of the storm, layered on top of a pandemic, have caused hardship for many downtown businesses and have compromised some buildings downtown. We believe that it is of the utmost importance to support these businesses and buildings through an assistance program to help them pick up the pieces. The Downtown Improvement Grant Program seeks to do this.

Eligible activities through the Downtown Improvement Program include:

- Creation of upper-story housing units in abandoned or under-utilized floors of buildings
- Signage
- Non-historic façade removal
- Historic façade rehabilitation
- Awnings
- Painting
- Permanent restaurant equipment (grease trap, hood venting system, etc.)

As a Main Street Community, property owners in the Downtown Historic District can access design services from the State Main Street Office. Several businesses and/or property owners have taken advantage of this opportunity but then have not been able to proceed with improvements due to financial constraints. Figure 19 in the visual aids section includes an example of buildings that sought design services (showing existing and proposed) but have not yet proceeded with improvements due to hardship.

Forbes Office Supply is an example where there is a desire on the part of the building owner to rehabilitate its façade in a manner honoring the historic nature of the building. The photograph on the lower left shows the appearance of the building today. Of particular note is the non-historic metal awning prominently placed above the storefront windows. The rendering on the lower right, by Main Street Iowa, conveys improvements that could be made to the façade in a manner aligned with the district design guidelines. This project has stalled due to financial constraints.

Vacant Building Initiative

Filling vacancies in The Resiliency Zone is a high-priority goal for the city. Thus, one element of the City's application is the Vacant Building Initiative. *Newton's Future*, the City's comprehensive plan, discusses the desire to fill vacancies and increase local shopping options at length. In fact, two of the four high-level strategic objectives for the entire plan speak to this topic: (1) Improve the City's curb appeal, and (2) Fill vacant buildings and increase local shopping options.

The Comprehensive Plan calls the community to focus on filling existing commercial properties in highly visible areas, specifically noting the need to address the issue in the Newton Downtown. With this in mind, the city proposes to be intentional about filling and improving vacant buildings by utilizing TIF incentives, such as tax rebates or forgivable loans, that are custom designed to meet the needs of each individual project. These incentives would be available in addition to Downtown Improvement Grants.

The city currently has 20 vacancies and estimates approximately 105,000 square feet in vacant retail space or under-utilized upper stories in the Resiliency Zone, detail of which is documented in Appendix K, Resiliency Zone Vacancy List.

Figure 20 in the visual aids section shows the location of vacancies within the Resiliency Zone, highlighted in yellow. Some buildings/parcels have multiple storefront vacancies.

Downtown Community Gathering Place Park

The City's Comprehensive Plan identifies four strategic objectives. One of these objectives, "Focus economic development efforts on population and business growth by simultaneously supporting existing employers while attracting new employers and supporting citizens working remotely," can be directly met with the proposed Community Gathering Space Park. Newton has a strong Main Street program which engages a variety of citizens to work together to strengthen the downtown area. Out of the Newton Main Street program, a group of volunteers, many of whom are members of households with young children, emerged with the desire to establish a centrally located interactive water feature, a demographic key to population growth.

A city-owned parcel, located at the intersection of North 3rd Avenue West and West 3rd Street North, emerged as the ideal location to site a splash pad feature (Figure 21 in the visual aids section). It is well positioned between Legacy Plaza and the downtown square and is along the best pedestrian pathway between the two nodes.

In addition, it creates further synergy in the district due to its proximity to the Newton Public Library, a destination for young families. Presently, there is not such a space in the Newton downtown area. Certainly, the Jasper County Courthouse and surrounding landscape are a beautiful community feature. However, the courthouse lawn is a formal space which does not provide an invitation to the community to "play".

A splash pad or interactive water feature will serve as the central focus in the quarter-block green space, but the community gathering space will also feature seating, functional and interactive art, and shade trees or structures that will provide additional opportunities for interaction.

The City of Newton has been incrementally constructing a hike and bike loop around the perimeter of the city. The loop is 3/4 of the way complete, with a portion of the last quarter planned to be completed in 2022.

The Newton City-wide Hike and Bike Trail Plan is shown in Figure 22 in the visual aid section. The section in thickened, dark purple, is programmed and funded for upcoming completion. While the dark purple section is outside of the Iowa Reinvestment District Boundary, it provides a connection between the existing city-loop trail system (all of the solid lines) and the Reinvestment District. This project supports the City's community gathering place park.

Infrastructure Improvements.

In its Land Use chapter, the Newton Comprehensive Plan articulates the need for the city to "improve and enhance Downtown Newton in its role as the heart of the City." It further goes on to provide some concrete actions the city can take to accomplish this goal, including "Invest in the public realm – including, but not limited to streetscape, lighting paving, seating...".

In keeping with the desires of Newton citizens as expressed through the comprehensive planning process, the City has planned for several significant infrastructure projects in The District: Road reconstruction and overlay projects, Figure 23 in visual aids, and streetscape lighting installation and LED conversion projects, Figure 24 in visual aids. The total planned expenditure for these two projects is \$630,000.

The City proposes to mill and asphalt overlay a critical section of West 3rd Street North, in the 200 and 300 blocks. This roadway is a key connector between Legacy Plaza and the Historic Downtown. Fresh asphalt improves the aesthetic and functionality of this street section. The City Engineer's estimate for this project, excluding in house design work and construction oversight, is \$75,000. The HMA Resurfacing Project is located in the 200-300 blocks of West 3rd Street North, circled with a red dashed line.

Additionally, a complete road construction project is proposed within the Resiliency Zone. In the 100 Blocks of East 2nd Street South and East 3rd Street South, the City is proposing reconstruction of the curb and gutter sections, and adding the standard streetscape lighting and trees. The City will mill and asphalt overlay the streets. The proposed project aligns with the City's adopted Downtown Streetscape Design master plan. Similarly, the City will proceed with reconstruction of curb and gutter, adding the streetscape lighting, as well as overlaying the street sections in the 100 Blocks of West 2nd Street South and West 3rd Street South. These road sections are shown in Figure 23.

New streetscape lighting in accordance with the streetscape master plan is proposed for the right-of way surrounding the City's recently reconstructed downtown parking lot adjacent to and to the south of the proposed Community Gathering Place Park.

Finally, the City will continue efforts toward converting decorative street lighting in the Historic Downtown to energy efficient LED technology. As part of the Resiliency Zone Projects, the City proposes a Phase II of Downtown LED Street Light Wiring. The project includes new electrical conduits, wiring and new feed and power feed. The voltage conversion is necessary to accommodate the new LED lighting. This project will be completed in FY21-22, a year earlier than initially planned, should the reinvestment district be approved. Phase II of the Downtown LED Street Light Wiring Project is circled in blue on the map, Figure 24.

B5.2 Expected Timeline

Downtown Grant Program: The City amended the Downtown Improvement Grant Program in the last quarter of calendar year 2021, and then, immediately began reviewing and awarding \$300,000 in downtown grants. It is anticipated that the grant program funding would be exhausted within a two-year timeframe, if not sooner. This project would be completed, meaning funding fully committed to private rehabilitation projects, by the end of the fourth quarter of calendar year 2023.

Vacancy Initiative: The vacancy initiative will be established upon notification on the acceptance of the Iowa Reinvestment District. It is understood that vacancies will fill in over time, but with a focus of City staff effort and TIF funding, vacancies will become filled sooner rather than later. Success will be measured by new businesses located within the Resiliency Neighborhood and the utilization of upper stories in the downtown. This project will be on-going, and the city will complete this initial Vacancy Initiative by the end of the fourth quarter of calendar year 2023.

Downtown Community Gathering Space Park: Based on research conducted by the grass roots citizen committee, a typical splash pad/interactive water feature which re-circulates and treats the water has an initial construction cost of approximately \$500,000. This figure was determined through an analysis of comparable sized projects and discussions with contractors who have completed such projects. With a fundraising effort underway, and identification of the community gathering place park in the five-year capital improvement plan for the city, anticipated completion of the Community Gathering Place Park is estimated to be in summer of 2023.

Infrastructure Improvements: The HMA Resurfacing of the 200-300 Block of West 3rd Street North has been programmed into the City's FY22 budget and will be completed in that budget year. Similarly, the Downtown LED Lighting project may be completed during FY22 with the approval of the reinvestment district. Previously, the project had been planned for a future year.

B5.3 Detailed Budget for the Project

Table 25 Resiliency Zone - Budget

Project Name: City of Newton: Resiliency Zone			
Funding Uses		Funding Sources	
Downtown Improvement Grants	\$300,000	TIF Funding (Bonding & Rebates)	\$740,000
Newton Downtown Community Gathering Place Park	\$500,000	Funds	\$350,000
Vacancies Initiative Tax Rebates	\$50,000	Main Street Community Gathering Place Park Fundraising	\$400,000
Downtown infrastructure	\$630,000		\$
Other	\$		\$
Total Project Budget	\$1,480,000	Total Funding Sources	\$1,480,000

B5.4 Expected Debt Associated with The Project

The City of Newton will utilize up to \$1.5 million General Obligation and/or TIF Revenue bonds to accomplish the City's projects proposed in the Resiliency Zone. This debt will be retired utilizing tax increment financing revenue (North Central TIF District and 1st Avenue East TIF District), and any fundraising donations.

B5.5 Status of Expected Financing and Financing Gap

Of all of the proposed projects within the Resiliency Zone, only a few have a gap in the funding, primarily due to the fact that the projects have been moved up in the schedule to create a larger impact to the district at one time.

The project with the largest funding gap is the Community Gathering Space Park, and the gap in funding represents the intent to accomplish this project as a public-private partnership utilizing the Iowa Reinvestment District program and private fundraising to stretch the City's dollar further. Newton Main Street intends to fundraise and provide a significant portion of the project costs for the park. A formal fundraising committee has been established. Approval of the Newton's reinvestment district will undoubtedly help those fundraising efforts.

The City of Newton has a bond rating of A+ from S&P Global Ratings. The City will be able to obtain the funds as needed and detailed above.

B5.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The variables used in the Catalyst and DMACC projects were also used to estimate the potential retail sales and corresponding deposits to the IRA fund over the 20-year fund period. Table 26 shows all of the retail sales will come from the resiliency zone segment of the project.

Table 26 Projected Sales Tax Receipts - Resiliency Zone

Resiliency Zone New Retail			
Category	Retail Sales	Projected Tax Receipts	Projected IRA Deposits
Vacancy Initiative	\$340,618,675	\$23,843,307	\$13,624,747
Bike Trail	\$0	\$0	\$0
Community Gathering Place Park	\$0	\$0	\$0
Downtown Infrastructure	\$0	\$0	\$0
Total	\$340,618,675	\$23,843,307	\$13,624,747

Source: Newton District Application Supporting Data

B5.7 Visual Aids Which Enhance the Understanding of the Project

Figure 19 Downtown Improvement and Housing Grant Program Images

2020 Derecho Damage



Forbes Office Supply Current View

Forbes Office Supply Conceptual View



Figure 22 Bike Trail City Wide Loop

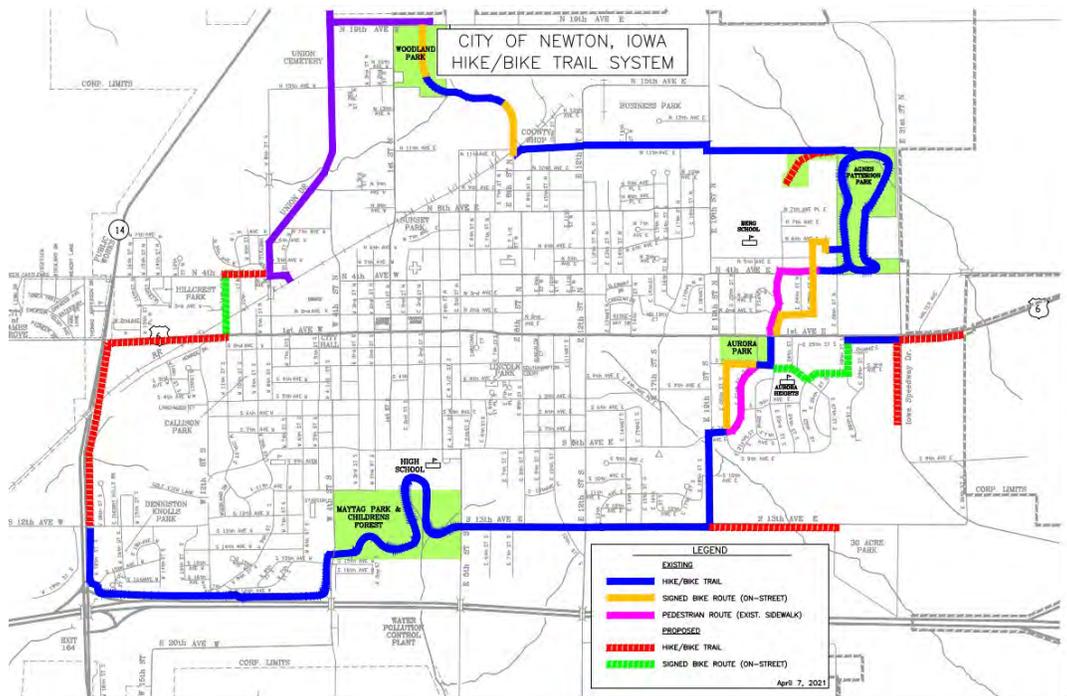
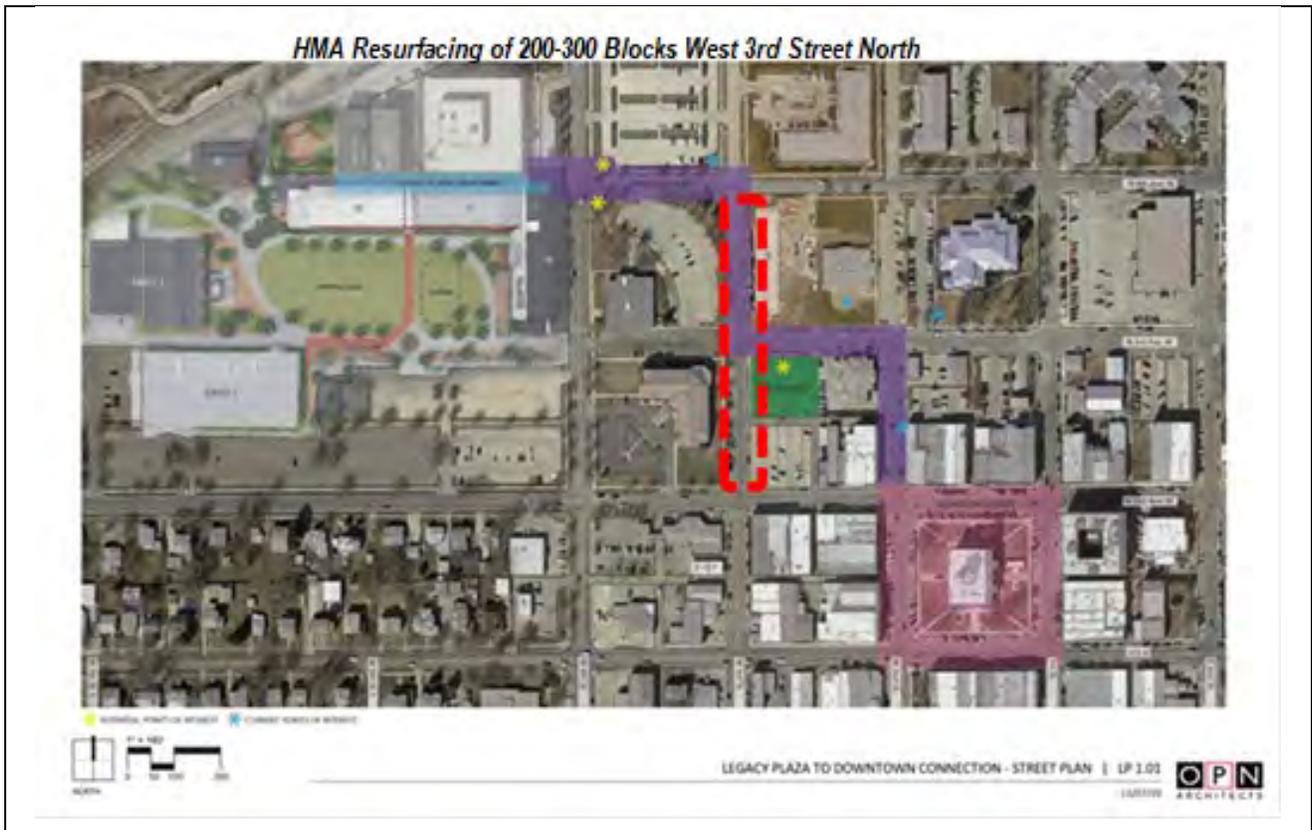


Figure 23 Road Construction and Overlay Projects

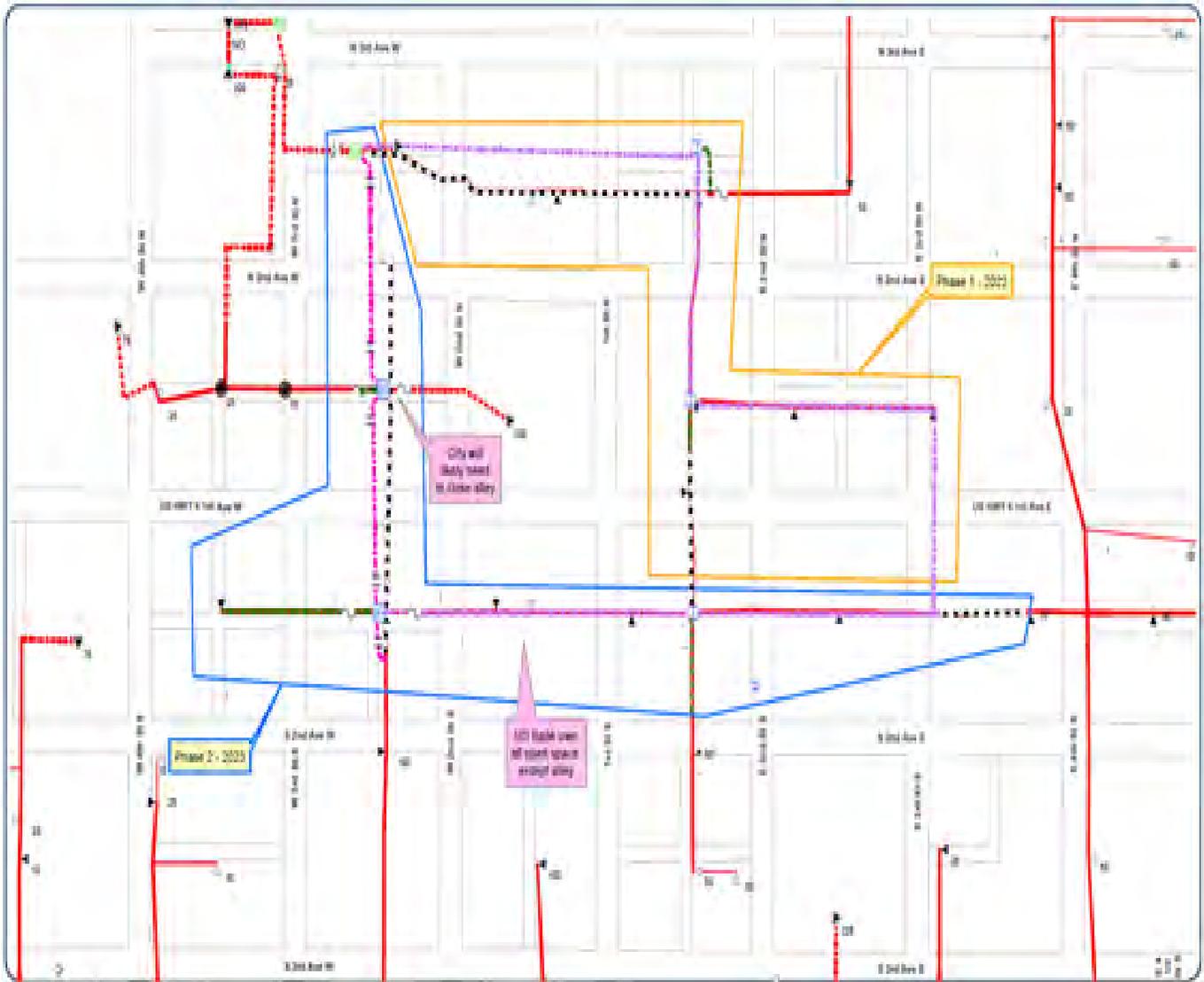


Resiliency Zone: Road Reconstruction Projects with Streetscape Lighting

East 2nd Street South, East 3rd Street South, West 2nd Street South, West 3rd Street South



Figure 24 Phase II Downtown LED Street Lighting Wiring



B5.8 Feasibility Study Conducted by Independent Professional

This feasibility study evaluates a proposed project for new recreational and community gathering opportunities as well as improvements to Newton's historic downtown. The proposed Community Gathering Place Park and Bike Trail Connector will create a space for community gathering that does not currently exist and allow for easier access to Legacy Plaza and historic downtown Newton. The Downtown Improvement Grant Program and Vacancy Initiative aim to redevelop historic downtown buildings and facilitate the addition of new retail business. While these projects will add great value to the community, only the Vacancy Initiative will generate measurable gross revenue and state sales tax deposits.

B5.8.1 Projected Annual Gross Revenues

The study assumes that only main (street) level square footage will be revenue generating and that retail sales will begin in 2023. The Vacancy Initiative is the only aspect of the Resiliency Zone that will generate gross revenue.

Table 27 Projected Gross Revenue - Resiliency Zone

Projected Annual Gross Revenue- Resiliency Zone Vacancy Initiative		
Location	20-Year Total	20-Year Average
115 West 2nd Street North	\$24,498,750	\$1,224,938
110 1st Street North	\$14,699,250	\$734,963
108 1st Street north	\$10,123,450	\$506,173
104 1st Street North	\$5,567,898	\$278,395
102 1st Street North	\$5,734,935	\$286,747
117 1st Avenue West	\$14,172,831	\$708,642
207 1st Avenue West	\$4,049,380	\$202,469
321 1st Avenue West	\$8,787,155	\$439,358
112 1st Avenue East	\$5,000,985	\$250,049
118 1st Avenue East	\$1,872,838	\$93,642
221 1st Avenue East	\$4,251,849	\$212,592
308 1st Avenue East	\$33,903,435	\$1,695,172
403 1st Avenue East	\$12,542,955	\$627,148
118 North 2nd Avenue East	\$29,398,500	\$1,469,925
219 North 2nd Avenue West	\$22,388,011	\$1,119,401
114 East 2nd Street South	\$60,163,666	\$3,008,183
321 East 3rd Street North	\$22,109,616	\$1,105,481
112 West 2nd Street South	\$43,358,738	\$2,167,937
207 West 2nd Street North	\$4,899,750	\$244,988
209 West 2nd Street North	\$13,094,683	\$654,734
Total	\$340,618,675	\$17,030,934

B5.8.2 Economic Impact Expected

The estimated economic impact of the Resiliency Zone project will be derived from construction and operations activities. Table 28 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 28 Resiliency Zone - Economic Impact

City of Newton: The Resiliency Zone						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	12	\$0.6	\$0.8	\$1.8	\$0.1	\$0.1
Operations	154	\$3.6	\$5.4	\$10.6	\$0.8	\$0.9
Total	166	\$4.2	\$6.2	\$12.5	\$0.9	\$1.0

B5.8.3 Estimated Number of Visitors or Customers

In estimating the expected visitors (Table 29), we used an average number of transactions per store, as mentioned in previous sections, factored by an additional number of browse only visitors. We also assumed the 20 stores in the Resiliency Zone would be open 300 days per year. The average number of transactions per store was based on a 2017 Wombly study referred to in previous sections

Table 29 Estimated Visitors - Resiliency Zone

Estimated Resiliency Zone Visitors		
	Average Annual Visitors	Total Project Period
Vacancy Initiative	75,000	1,500,000
Total	75,000	1,500,000

B5.9 Unique Characteristics of the Project

The Resiliency Zone represents Newton's determination to invest toward a successful future, despite setbacks along the way: Losing its largest employer (2007), a housing crisis (2008), pandemic (2020), and derecho (2020). Often the story of communities that have suffered similarly is not filled with so much optimism and investment. The unique characteristics of the Resiliency Zone are:

- **Urban Planning Best Practices.** The individual projects proposed for the Resiliency Zone by the City of Newton model best practices in the field of urban planning and development for rural communities by promoting walkability, sustainability, mixed use development, multi-generational living, and citizen empowerment/engagement. The City's Resiliency Zone projects elevate existing strengths in the District by connecting two distinct and beloved downtown nodes, enhancing recreational opportunities, growing the tourism sector of the local economy, and improving the built environment. The Resiliency Zone is unique in its comprehensive and forward-looking approach to rural redevelopment.
- **Focus on Preservation and Small Business.** The Resiliency Zone exhibits a community commitment to the historic city center, which serves as the heart of the community. The Downtown Historic District Grants support local businesses and historic building property owners by providing support and funding to rehabilitate their buildings. The Historic Preservation Commission and Downtown Grant Review Board will use the program to further educate citizens about the Secretary of Interior's Standards for Rehabilitation, and the do's and don'ts of fixing up old buildings.
- **Sustainability.** By focusing on Downtown redevelopment and rehabilitation, the City is embracing sustainable growth within an already developed area, rather than supporting green field development at the city's fringe. Further, promoting mixed use development in a completely walkable neighborhood can make it possible to live, work, and recreate without need for a personal vehicle. One truly could live in the Resiliency Zone in a manner that reduces environmental footprint without any inconvenience. Lastly, the Resiliency Zone supports sustainability through the City's lighting conversion project, which reduces energy consumption.
- **Citizen Engagement.** Newton's success in the nearly 15 years since Maytag left can be attributed to strong citizen engagement. It is only fitting that the Resiliency Zone projects continue to rely on an empowered citizenry. The Downtown Improvement Grants and Community Gathering Place Park projects are directly attributable to citizen involvement in the municipal planning, goal setting, visioning, and budgeting processes. Newton is able to accomplish great things because of the great residents who rise up to make things happen.

SECTION C – Economic Impact

In accordance with IEDA administrative rules, an independent review of the feasibility of each project included in the City of Newton's Iowa Reinvestment District application has been completed. Additionally, an independent economic impact study for both local and state areas has been conducted. This work has been performed by Decision Innovation Solutions of Urbandale, Iowa. Please see Appendix L, Project Development Team for additional information on credentials and expertise in these areas.

C1 Visual Aids

To better complement the economic impact studies and illustrate the impact of the projects within the City of Newton's reinvestment district and at the state level, visual aids pertaining to the economic impact studies are included throughout section C2.

C2 Economic Impact Study

The purpose of this section is to reasonably estimate the expected economic impact of the proposed projects within the City of Newton's application for an Iowa Reinvestment District. In order to complete this portion of the application, it is necessary to conduct the economic impact study at a local and state level. Completion of the economic impact study at the local (defined as Jasper County) and state levels allows for a more complete understanding of how economic activity affects the overall economic impact of the projects within the proposed Reinvestment District.

Methodology

In order to adequately estimate the economic impact of the projects included in the City of Newton's Reinvestment District, we have adopted estimation methodology which conforms to the commonly accepted industry standard. This methodology has necessitated the use of the IMPLAN Economic Modeling System. The IMPLAN modeling system is a well-regarded economic modeling system used in many industries for understanding the structure of and impact of changes in an economy. The system relies heavily upon secondary government data sources (U.S. Census Bureau, U.S. Bureau of Economic Analysis, etc.), as well as the expertise of the software authors and consultants. Each year, a new IMPLAN dataset is released for each of Iowa's ZIP codes, counties, federal congressional districts, and state. For purposes of this analysis, we have used the 2018 dataset for Jasper County (defined as local) and the State of Iowa.

To complete an economic impact study for the projects within the proposed reinvestment district, we have divided the activities associated with each project into one of two categories: 1) Construction and 2) Operations. Dividing activities into these two categories is appropriate because the effects of one (construction) are temporary in nature while the effects of the other (operations) are assumed to be ongoing and permanent. According to personal communication with the City of Newton and project representatives, we have ascertained that all five proposed projects will have construction impacts. Economic activity from operations is expected to occur in the Catalyst Development Newton LLC and DMACC: New Retail.

Local versus State IMPLAN Modeling

Prior to discussing adopted methodology for estimating the economic impact from construction and operations of the projects, a point needs to be made with regard to differences in modeling methodology at both geographic scopes (state versus local). Because nearly all economic activity associated with the proposed reinvestment district will be new at both the county and state levels, there is not a need to repeat many of the details contained in the construction and operations methodology sections prior to discussing results from the state economic impact study. Therefore, the ensuing methodology discussion should be considered the methodology adopted for the local; the local methodology then serves as a basis for modifying and then conducting the state analysis.

Direct Construction Impacts

The economic impact associated with construction of the five projects are calculated using 2022 dollars to report the results. To ensure the correct industries have been modeled according to the various activities of the projects, we have used the lookup feature within the IMPLAN modeling system to assign the appropriate industry sectors, Table 30. To give the appropriate perspective, all future impacts have been discounted to current dollars (2022); default IMPLAN model assumptions were used to make this calculation. Because the sources and uses of funds supporting the construction and operation of these projects has previously been discussed, we would refer readers to the corresponding sections in Section B of this application for further information.

This table also includes the year each project segment listed is assumed to be operating at full capacity for purposes of calculating the economic impact from operations.

Table 30 IMPLAN Industry Sectors

Event	Project	Category	IMPLAN Sector	IMPLAN Sector Description	Amount	Year
Operations	Catalyst Hotel	Hotel Rooms	507	Hotels and motels, including casino hotels	\$1,386,423	2026
Operations	Catalyst Hotel	Food & Beverage	511	All other food and drinking places	\$400,000	2026
Operations	Catalyst Hotel	Events	447	Other real estate	\$400,000	2026
Operations	Christensen Apartments	Apartment Rent	448	Tenant-occupied housing	\$523,534	2025
Operations	DMACC Phase 1	Dining & Retail Buildout	511	All other food and drinking places	\$1,599,579	2025
Operations	DMACC Phase 2	Dining & Retail Buildout	510	Limited-service restaurants	\$254,074	2025
Operations	DMACC Phase 2	Dining & Retail Buildout	511	All other food and drinking places	\$705,696	2025
Operations	DMACC Phase 2	Dining & Retail Buildout	403	Retail - Furniture and home furnishings stores	\$317,235	2025
Operations	DMACC Phase 2	Dining & Retail Buildout	409	Retail - Clothing and clothing accessories stores	\$317,235	2025
Operations	DMACC Phase 2	Dining & Retail Buildout	410	Retail - Sporting goods, hobby, musical instrument and book stores	\$317,235	2025
Operations	DMACC Phase 2	Dining & Retail Buildout	412	Retail - Miscellaneous store retailers	\$317,235	2025
Operations	Resiliency Zone	Vacancy Retail	403	Retail - Furniture and home furnishings stores	\$3,504,687	2024
Operations	Resiliency Zone	Vacancy Retail	409	Retail - Clothing and clothing accessories stores	\$3,504,687	2024
Operations	Resiliency Zone	Vacancy Retail	410	Retail - Sporting goods, hobby, musical instrument and book stores	\$3,504,687	2024
Operations	Resiliency Zone	Vacancy Retail	511	All other food and drinking places	\$3,504,687	2024
Construction	Catalyst Hotel	Construction	55	Construction of new commercial structures, including farm structures	\$10,446,150	2022
Construction	Catalyst Hotel	Construction	441	Monetary authorities and depository credit intermediation	\$750,000	2022
Construction	Catalyst Hotel	Construction	396	Wholesale - Other durable goods merchant wholesalers	\$1,500,000	2022
Construction	Christensen Apartments	Construction	58	Construction of new multifamily residential structures	\$14,734,200	2022
Construction	Christensen Apartments	Construction	441	Monetary authorities and depository credit intermediation	\$517,420	2022
Construction	DMACC Phase 1	Construction	55	Construction of new commercial structures, including farm structures	\$9,537,557	2022
Construction	DMACC Phase 2	Construction	55	Construction of new commercial structures, including farm structures	\$653,979	2022
Construction	DMACC Phase 2	Construction	56	Construction of other new nonresidential structures	\$4,683,518	2022
Construction	DMACC Phase 2	Construction	499	Independent artists, writers, and performers	\$819,000	2022
Construction	DMACC Phase 2	Construction	53	Construction of new educational and vocational structures	\$1,649,741	2022
Construction	Resiliency Zone	Construction	60	Maintenance and repair construction of nonresidential structures	\$410,000	2022
Construction	Resiliency Zone	Construction	56	Construction of other new nonresidential structures	\$500,000	2022
Construction	Resiliency Zone	Construction	54	Construction of new highways and streets	\$530,000	2022

Direct Operations Impacts

The operations for the Christensen Development (Christensen Apartments), Catalyst Development Newton LLC (Catalyst), DMACC: Legacy Plaza Phase 1 (DMACC Legacy Plaza), DMACC Legacy Commons Phase 2 (DMACC Legacy Commons), and City of Newton: Resiliency Zone (Resiliency Zone) projects are expected to commence according to the following schedule:

- Christensen Apartments in 2023
- Christensen Hotel in 2023
- DMACC Legacy Plaza in 2022
- DMACC Legacy Commons in 2022
- Resiliency Zone in 2022

When estimating the economic impact from operations for the above projects, we have defined the time period 2022-2043² as our study period. Direct economic impact values (expected sales) from operations for all relevant projects have been entered into the IMPLAN modeling system as contained in Table 30. To ensure the correct industries have been modeled according to the various activities of the projects, we have used the bridging feature within the IMPLAN modeling system to assign the appropriate industrial sectors for modeling the impact. As appropriate, all future impacts have been discounted to current dollars (2022); default IMPLAN model assumptions were used to make these calculations.

Multi-Year Operations Economics Impacts

When an economist endeavors to provide an accurate assessment of the estimated operations economic impacts from each of the projects in the reinvestment district, it is not appropriate to sum the impacts for each of the study years (2022-2043). Doing so can lead to severe overstatement errors in estimating the economic impact from a project and may lead to incomparability (and potentially less-than-optimal awarding of state funds) between competing reinvestment district applications. Rather, the correct method for presenting the operations results is accomplished by using figures for a single year (typically a year early in the analysis) of operations as this is where the actual jobs, output, earnings, etc. are initially created. Each subsequent year, the sales from a project support those jobs,

² Per Iowa Reinvestment District rules, the actual life of the Reinvestment District is 2023-2043 due to the largest project being completed and in operation in 2023. Because construction of the projects commences prior to 2023, from an economic impact modeling perspective, we broaden the period to 2022-2043.

output, and earnings. To account for the fact that all projects contained in the City of Newton's Reinvestment District do not reach full output in the same year, we have chosen 2024 for presenting the economic impacts derived from operations of the Resiliency Zone, 2025 for the DMACC projects and Christensen Apartments, and the year 2026 for the Catalyst Development Newton LLC project. Doing so balances the need to provide a reasonable estimate of economic impacts from operations and the fact that the projects need sufficient time to reach expected operational status.

C2.1 Financial Benefit to the State and Municipality

Because differing economic impact results are expected due to varying geographic scope between the local (Jasper County) and state (Iowa) levels, separate results are included for comparison. As one assesses the results of the economic impact studies at both levels, there are several items to be aware of. These items are discussed below.

Economic Impact Terminology

When estimating the economic impact of certain changes in a local economy, common terminology is used to communicate in a standard way. Common economic impact terms used throughout the industry include: Output (Sales), Employment (Jobs), Labor Income and Value-Added. Brief descriptions of these economic impact terms follow.

Output

Output refers to the total value of all of the output (production or sales) of a study area and/or industry within a study area. This is a gross number that does not make any deductions for the cost or origination of inputs that were used in the production process.

Jobs

Jobs represents an estimate of the number of positions (jobs) currently filled in an area and/or industry. The estimates provided in the results of this study originate with the databases of the IMPLAN input-output model. "Jobs" numbers include positions whether they are full-time or part time, so care must be used in making comparisons. "Jobs" does not count positions that are unfilled. All of the jobs in an area are generally referred to as "total jobs."

Labor Income

Labor Income refers to income from all sources that accrues to individuals as payment for personal employment (earnings or labor income), payment for ownership interests or capital provision (dividends, interest, and rents), or as transfer payments (payments to individuals for which nothing is offered in return).

Value-Added

Value-Added refers to that portion of the value of total output that was actually created by the economic activity in an area and/or industry. Total value-added for an area (industry) represents the value of the area's (industry's) total output minus the value of any inputs into the production process that were imported from other areas (industries). Key components of value-added are employee compensation (hired labor) and proprietor's income (self-employed), which collectively is called "labor income".

Direct, Indirect, and Induced Effects

When estimates of economic impact studies are reported, an analyst typically reports them in a standard format that includes summarizing results in terms outlined above. Further, these impacts are typically summarized according to the source from which they are derived. The source of impacts generally falls under the classification of direct, indirect, or induced effects.

For example, when quantifying the economic impact of the construction of the new buildings which are a part of the City of Newton reinvestment district, the direct purchase of supplies and equipment to construct the building are known as direct effects. The suppliers and vendors used during the construction of the buildings purchase their respective inputs to support the construction of the buildings; these are known as indirect effects. Those who work in the construction of the buildings, as part of the operations of those who support the construction of the buildings (suppliers and vendors) then use their additional income to make household purchases; these are known as household, or induced effects. Taken together, the sum of direct, indirect and induced effects is known as total effects and accounts for the total multiplier effect present from the construction of buildings. All results contained in this report will summarize direct, indirect and induced effects according to this industry-accepted framework.

Impact of Geography on Results

The second item to consider is that due to the local study area being much smaller than the state study area, both in terms of geography and industrial diversification, the economic impact estimates are generally smaller than what would be expected at the state

level. For instance, the ability of those constructing any of the projects to source sufficient audio/visual and computer equipment locally (defined as within Jasper County) may be difficult due to the lack of suitable manufacturers located within the county. To procure adequate equipment for a specific application, many of these requirements will be imported to the local area. On the other hand, the prospects of finding a local (to the State of Iowa) supplier of audio/visual and computer equipment are likely much better than within Jasper County. As a result, the total impacts at the state level are generally larger than what would be expected at the local level. This assessment generally holds true with all economic impact modeling at varying geographic scopes.

Construction Impacts

As mentioned previously, the construction impacts are classified as the estimated impacts that are derived from the construction of the new buildings or public improvements which are a part of the reinvestment district. The economic impact estimates from this portion of the reinvestment district tend to be large, but temporary. Given reasonable estimates in terms of local availability of required labor and inputs, the following impacts would be expected during the construction of the projects. These projects are reported in the dollar year 2022.

Christensen Apartments

Table 31 displays the economic impact of repurposing historic 1900s Maytag building 16 into Market Rate Apartments. These results are calculated at the local (Jasper county) level and at the state level. The total effect at the local level is \$19.8M and the state level impact is \$25.9M.

Table 31 Construction Impacts - Apartments - Local & State

Total Construction Impact Results - Local					Total Construction Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	199	\$10.6	\$11.6	\$15.3	Direct Effect	172	\$11.1	\$12.1	\$15.3
Indirect Effect	9	\$0.4	\$0.6	\$1.2	Indirect Effect	16	\$0.8	\$1.4	\$2.6
Induced Effect	27	\$0.9	\$1.9	\$3.4	Induced Effect	54	\$2.4	\$4.5	\$8.0
Total Effect	235	\$11.8	\$14.1	\$19.8	Total Effect	242	\$14.3	\$17.9	\$25.9
Multiplier	1.18	1.12	1.22	1.30	Multiplier	1.41	1.29	1.49	1.70

Table 32 displays the total taxes paid for the Christensen Apartments construction project at the local level and at the state level.

Table 32 Taxes Paid - Apartments - Construction

Construction Taxes Paid - Local		Construction Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$2.4	Federal	\$2.8
State and Local	\$0.7	State and Local	\$1.0
Total	\$3.1	Total	\$3.8

Table 33 displays the sectors impacted the most through total value-added of the Christensen Apartments. Construction of new multifamily residential structures is the most impacted in both local and state calculations.

Table 33 Apartments - Construction- Sectors Impacted

Construction - Top 10 Economic Sectors Impacted - Value-Added - Local					Construction - Top 10 Economic Sectors Impacted - Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
58 - Construction of new multifamily residential structures	\$11,335,645	\$0	\$0	\$11,335,645	58 - Construction of new multifamily residential structures	\$11,790,096	\$0	\$0	\$11,790,096
449 - Owner-occupied dwellings	\$0	\$0	\$591,801	\$591,801	449 - Owner-occupied dwellings	\$0	\$0	\$751,848	\$751,848
441 - Monetary authorities and depository credit	\$234,282	\$21,268	\$53,108	\$308,658	441 - Monetary authorities and depository credit	\$269,699	\$51,636	\$184,788	\$506,122
405 - Retail - Building material and garden	\$0	\$242,027	\$12,258	\$254,285	405 - Retail - Building material and garden	\$0	\$357,141	\$27,754	\$384,895
448 - Tenant-occupied housing	\$0	\$0	\$139,798	\$139,798	483 - Offices of physicians	\$0	\$0	\$218,637	\$218,637
510 - Limited-service restaurants	\$0	\$1,650	\$65,544	\$67,195	448 - Tenant-occupied housing	\$0	\$0	\$205,539	\$205,539
417 - Truck transportation	\$0	\$36,590	\$19,295	\$55,885	490 - Hospitals	\$0	\$0	\$200,613	\$200,613
483 - Offices of physicians	\$0	\$0	\$54,680	\$54,680	444 - Insurance carriers, except direct life	\$0	\$10,621	\$165,727	\$176,348
406 - Retail - Food and beverage stores	\$0	\$350	\$52,651	\$53,000	447 - Other real estate	\$0	\$49,810	\$96,648	\$146,458
490 - Hospitals	\$0	\$0	\$52,621	\$52,621	204 - Ready-mix concrete manufacturing	\$0	\$98,845	\$1,227	\$100,072

Catalyst Development Newton, LLC

Table 34 displays the economic impact of repurposing historic 1900s Maytag buildings 1 and 2 into a boutique hotel with a restaurant and lobby bar. These results are calculated at the local (Jasper county) level and at the state level. The total effect at the local level is \$14.7M and the state level impact is \$25.9M.

Table 34 Construction Impacts – Hotel – Local & State

Total Impact Results - Construction - Local					Total Construction Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	103	\$5.5	\$5.8	\$11.6	Direct Effect	172	\$11.1	\$12.1	\$15.3
Indirect Effect	9	\$0.4	\$0.6	\$1.3	Indirect Effect	16	\$0.8	\$1.4	\$2.6
Induced Effect	14	\$0.5	\$1.0	\$1.8	Induced Effect	54	\$2.4	\$4.5	\$8.0
Total Effect	126	\$6.3	\$7.4	\$14.7	Total Effect	242	\$14.3	\$17.9	\$25.9
Multiplier	1.22	1.15	1.27	1.27	Multiplier	1.41	1.29	1.49	1.70

Table 35 displays the total taxes paid for the Christensen Apartments construction project at the local level and at the state level.

Table 35 Taxes Paid - Hotel - Construction

Construction Taxes Paid - Local		Construction Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$1.3	Federal	\$1.6
State and Local	\$0.5	State and Local	\$0.7
Total	\$1.7	Total	\$2.3

Table 36 displays the sectors impacted the most through total value-added of the Catalyst Hotel. Construction of new commercial structures is the most impacted in both local and state calculations.

Table 36 Hotel - Construction - Sectors Impacted

Construction - Top 10 Economic Sectors Impacted – Value-Added - Local					Construction - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
55 - Construction of new commercial structures, including farm structures	\$5,346,408	\$0	\$0	\$5,346,408	55 - Construction of new commercial structures, including farm structures	\$5,801,487	\$0	\$0	\$5,801,487
441 - Monetary authorities and depository credit	\$339,592	\$37,182	\$28,333	\$405,107	441 - Monetary authorities and depository credit	\$390,928	\$87,880	\$107,841	\$586,649
449 - Owner-occupied dwellings	\$0	\$0	\$315,647	\$315,647	449 - Owner-occupied dwellings	\$0	\$0	\$438,757	\$438,757
396 - Wholesale - Other durable goods merchant	\$163,992	\$25,727	\$1,708	\$191,427	396 - Wholesale - Other durable goods merchant	\$197,549	\$94,669	\$9,691	\$301,909
448 - Tenant-occupied housing	\$0	\$0	\$74,692	\$74,692	447 - Other real estate	\$0	\$72,424	\$56,424	\$128,848
417 - Truck transportation	\$0	\$60,405	\$10,295	\$70,700	483 - Offices of physicians	\$0	\$0	\$127,675	\$127,675
457 - Architectural, engineering, and related services	\$0	\$44,821	\$760	\$45,582	448 - Tenant-occupied housing	\$0	\$0	\$120,359	\$120,359
510 - Limited-service restaurants	\$0	\$2,580	\$34,985	\$37,565	490 - Hospitals	\$0	\$0	\$117,051	\$117,051
28 - Stone mining and quarrying	\$0	\$34,961	\$144	\$35,105	444 - Insurance carriers, except direct life	\$0	\$16,346	\$96,844	\$113,190
512 - Automotive repair and maintenance, except car washes	\$0	\$13,893	\$20,755	\$34,648	417 - Truck transportation	\$0	\$81,047	\$22,457	\$103,504

DMACC Legacy Plaza Infrastructure, Legacy Ballroom and Retail Build Out

Table 37 displays the economic impact of the DMACC Phase 1: Legacy Plaza, Legacy Ballroom and Retail Build Out project. These results are calculated at the local (Jasper county) level and at the state level. The total effect at the local level is \$12.0M and the state level impact is \$16.0M.

Table 37 Construction Impacts - DMACC Phase I - Local & State

Total Construction Impact Results - Local					Total Construction Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	90	\$4.8	\$4.9	\$9.5	Direct Effect	82	\$5.2	\$5.3	\$9.5
Indirect Effect	6	\$0.3	\$0.4	\$0.9	Indirect Effect	12	\$0.7	\$1.2	\$2.5
Induced Effect	12	\$0.4	\$0.9	\$1.5	Induced Effect	27	\$1.2	\$2.2	\$4.0
Total Effect	109	\$5.4	\$6.2	\$12.0	Total Effect	121	\$7.1	\$8.8	\$16.0
Multiplier	1.20	1.14	1.26	1.26	Multiplier	1.47	1.37	1.65	1.68

Table 38 displays the total taxes paid for the DMACC Legacy Plaza Infrastructure, Legacy Ballroom and Retail Build Out construction project at the local level and at the state level.

Table 38 Taxes Paid - DMACC Legacy - Construction

Construction Taxes Paid - Local		Construction Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$1.1	Federal	\$1.4
State and Local	\$0.4	State and Local	\$0.6
Total	\$1.4	Total	\$1.9

Table 39 displays the sectors impacted the most through total value-added of the Christensen Apartments. Construction of new commercial structures is the most impacted in both local and state calculations.

Table 39 DMACC Legacy Plaza - Construction - Sectors Impacted

Construction - Top 10 Economic Sectors Impacted – Value-Added - Local					Construction - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
55 - Construction of new commercial structures, including farm structures	\$4,881,384	\$0	\$0	\$4,881,384	55 - Construction of new commercial structures, including farm structures	\$5,296,881	\$0	\$0	\$5,296,881
449 - Owner-occupied dwellings	\$0	\$0	\$271,831	\$271,831	449 - Owner-occupied dwellings	\$0	\$0	\$373,869	\$373,869
448 - Tenant-occupied housing	\$0	\$0	\$64,215	\$64,215	441 - Monetary authorities and depository credit	\$0	\$49,515	\$91,890	\$141,405
417 - Truck transportation	\$0	\$54,053	\$8,863	\$62,915	483 - Offices of physicians	\$0	\$0	\$108,750	\$108,750
441 - Monetary authorities and depository credit	\$0	\$19,800	\$24,394	\$44,194	448 - Tenant-occupied housing	\$0	\$0	\$102,352	\$102,352
457 - Architectural, engineering, and related	\$0	\$40,455	\$655	\$41,110	490 - Hospitals	\$0	\$0	\$99,751	\$99,751
28 - Stone mining and quarrying	\$0	\$31,840	\$124	\$31,964	447 - Other real estate	\$0	\$46,152	\$48,068	\$94,220
510 - Limited-service restaurants	\$0	\$678	\$30,107	\$30,785	396 - Wholesale - Other durable goods merchant wholesalers	\$0	\$85,961	\$8,252	\$94,213
512 - Automotive repair and maintenance, except car washes	\$0	\$9,164	\$17,868	\$27,032	444 - Insurance carriers, except direct life	\$0	\$11,141	\$82,456	\$93,597
453 - Commercial and industrial machinery and equipment rental and leasing	\$0	\$24,949	\$768	\$25,717	417 - Truck transportation	\$0	\$72,618	\$19,127	\$91,745

DMACC Legacy Commons, Legacy Greenspace and High Demand Academic Program Expansion

Table 40 displays the economic impact of the DMACC Phase 2: Legacy Commons, Legacy Greenspace and Academic Program Expansion project. These results are calculated at the local (Jasper county) level and at the state level. The total effect at the local level is \$9.7M and the state level impact is \$13.1M.

Table 40 Construction Impacts - DMACC Phase 2 - Local & State

Total Construction Impact Results - Local					Total Construction Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	55	\$3.0	\$3.9	\$7.8	Direct Effect	56	\$3.2	\$3.9	\$7.8
Indirect Effect	7	\$0.3	\$0.4	\$1.0	Indirect Effect	15	\$0.8	\$1.3	\$2.6
Induced Effect	8	\$0.2	\$0.6	\$1.0	Induced Effect	18	\$0.8	\$1.5	\$2.7
Total Effect	70	\$3.5	\$4.9	\$9.7	Total Effect	89	\$4.8	\$6.7	\$13.1
Multiplier	1.27	1.18	1.26	1.25	Multiplier	1.58	1.49	1.72	1.68

Table 41 displays the total taxes paid for the DMACC Legacy Commons, Legacy Greenspace and Academic Program Expansion construction project at the local level and at the state level.

Table 41 Taxes Paid - DMACC Phase 2 - Construction

Construction Taxes Paid - Local		Construction Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.7	Federal	\$0.9
State and Local	\$0.4	State and Local	\$0.7
Total	\$1.2	Total	\$1.6

Table 42 displays the sectors impacted the most through total value-added of the DMACC Phase 2. Construction of other new nonresidential structures is the most impacted in both local and state calculations.

Table 42 DMACC Phase 2 - Construction - Sectors Impacted

Construction - Top 10 Economic Sectors Impacted – Value-Added - Local					Construction - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
56 - Construction of other new nonresidential structures	\$1,875,586	\$0	\$0	\$1,875,586	56 - Construction of other new nonresidential structures	\$2,055,508	\$0	\$0	\$2,055,508
53 - Construction of new educational and	\$956,042	\$0	\$0	\$956,042	53 - Construction of new educational and	\$1,016,539	\$0	\$0	\$1,016,539
499 - Independent artists, writers, and performers	\$708,657	\$280	\$55	\$708,993	499 - Independent artists, writers, and performers	\$483,674	\$5,283	\$884	\$489,841
55 - Construction of new commercial structures,	\$334,711	\$0	\$0	\$334,711	55 - Construction of new commercial structures,	\$363,201	\$0	\$0	\$363,201
449 - Owner-occupied dwellings	\$0	\$0	\$173,417	\$173,417	449 - Owner-occupied dwellings	\$0	\$0	\$249,580	\$249,580
405 - Retail - Building material and garden	\$0	\$67,802	\$3,597	\$71,399	405 - Retail - Building material and garden	\$0	\$110,759	\$9,225	\$119,984
417 - Truck transportation	\$0	\$45,102	\$5,661	\$50,763	441 - Monetary authorities and depository credit intermediation	\$0	\$38,918	\$61,345	\$100,263
448 - Tenant-occupied housing	\$0	\$0	\$41,193	\$41,193	447 - Other real estate	\$0	\$44,822	\$32,104	\$76,926
457 - Architectural, engineering, and related services	\$0	\$38,839	\$418	\$39,258	417 - Truck transportation	\$0	\$62,808	\$12,780	\$75,588
441 - Monetary authorities and depository credit intermediation	\$0	\$13,748	\$15,574	\$29,322	396 - Wholesale - Other durable goods merchant wholesalers	\$0	\$67,336	\$5,517	\$72,853

City of Newton: Resiliency Zone

Table 43 displays the economic impact of the City of Newton: Resiliency Zone project. These results are calculated at the local (Jasper county) level and at the state level. The total effect at the local level is \$1.8M and the state level impact is \$2.4M.

Table 43 Construction Impacts - Resiliency Zone - Local & State

Total Construction Impact Results - Local					Total Construction Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	9	\$0.5	\$0.6	\$1.4	Direct Effect	9	\$0.6	\$0.7	\$1.4
Indirect Effect	1	\$0.1	\$0.1	\$0.2	Indirect Effect	3	\$0.2	\$0.3	\$0.5
Induced Effect	1	\$0.0	\$0.1	\$0.2	Induced Effect	3	\$0.1	\$0.3	\$0.5
Total Effect	12	\$0.6	\$0.8	\$1.8	Total Effect	14	\$0.9	\$1.2	\$2.4
Multiplier	1.30	1.21	1.33	1.27	Multiplier	1.67	1.54	1.81	1.69

Table 44 displays the total taxes paid for the Resiliency Zone construction project at the local level and at the state level.

Table 44 Taxes Paid - Resiliency Zone - Construction

Construction Taxes Paid - Local		Construction Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.1	Federal	\$0.2
State and Local	\$0.1	State and Local	\$0.1
Total	\$0.2	Total	\$0.3

Table 45 displays the sectors impacted the most through total value-added of the Resiliency Zone. Construction of new highways and streets is the most impacted in both local and state calculations.

Table 45 Resiliency Zone - Construction- Sectors Impacted

Construction - Top 10 Economic Sectors Impacted – Value-Added - Local					Construction - Top 10 Economic Sectors Impacted – Value-Added - Local				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
54 - Construction of new highways and streets	\$256,562	\$0	\$0	\$256,562	54 - Construction of new highways and streets	\$256,562	\$0	\$0	\$256,562
56 - Construction of other new nonresidential	\$200,233	\$0	\$0	\$200,233	56 - Construction of other new nonresidential	\$200,233	\$0	\$0	\$200,233
60 - Maintenance and repair construction of	\$147,438	\$651	\$199	\$148,287	60 - Maintenance and repair construction of	\$147,438	\$651	\$199	\$148,287
449 - Owner-occupied dwellings	\$0	\$0	\$30,333	\$30,333	449 - Owner-occupied dwellings	\$0	\$0	\$30,333	\$30,333
405 - Retail - Building material and garden	\$0	\$19,442	\$629	\$20,070	405 - Retail - Building material and garden	\$0	\$19,442	\$629	\$20,070
417 - Truck transportation	\$0	\$8,967	\$990	\$9,957	417 - Truck transportation	\$0	\$8,967	\$990	\$9,957
28 - Stone mining and quarrying	\$0	\$9,916	\$14	\$9,930	28 - Stone mining and quarrying	\$0	\$9,916	\$14	\$9,930
448 - Tenant-occupied housing	\$0	\$0	\$7,186	\$7,186	448 - Tenant-occupied housing	\$0	\$0	\$7,186	\$7,186
453 - Commercial and industrial machinery and equipment rental and leasing	\$0	\$6,820	\$86	\$6,905	453 - Commercial and industrial machinery and equipment rental and leasing	\$0	\$6,820	\$86	\$6,905
457 - Architectural, engineering, and related services	\$0	\$6,302	\$73	\$6,375	457 - Architectural, engineering, and related services	\$0	\$6,302	\$73	\$6,375

Total Construction Impacts

Table 46 displays the economic impact of constructing all projects in the City of Newton's reinvestment district. These results are calculated at the local (county) level and at the state level. As shown, the successive rounds of economic activity following the local direct purchases of \$45.6M increase by \$12.5M in output (sales) to the local economy. This increase reflects an approximate 1.27 multiplier. At the state level the direct purchases of \$45.6M increase by \$31.3M in output (sales) to the state economy. This increase reflects an approximate 1.69 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income, and value-added. Total job impact from all projects within the City of Newton's reinvestment district are expected to be approximately 582 jobs locally and 607 jobs at the state level.

Table 46 Total Construction Impacts

Total Impact Results - Local					Total Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	457	\$24.3	\$26.8	\$45.6	Direct Effect	413	\$26.0	\$28.3	\$45.6
Indirect Effect	32	\$1.4	\$2.2	\$4.6	Indirect Effect	60	\$3.5	\$5.8	\$11.5
Induced Effect	63	\$2.0	\$4.4	\$7.9	Induced Effect	134	\$5.9	\$11.1	\$19.8
Total Effect	552	\$27.7	\$33.4	\$58.1	Total Effect	607	\$35.4	\$45.2	\$76.9
Multiplier	1.21	1.14	1.25	1.27	Multiplier	1.47	1.36	1.60	1.69

As shown in Table 47, the successive rounds of economic activity contribute \$33.48M in value-added which has the ability to improve the economy within Jasper County. Total job impact from all projects within the City of Newton reinvestment district are expected to be approximately 582 jobs with \$27.7M in labor income.

At the state level, the successive rounds of economic activity contribute \$45.2M in value-added which has the ability to improve the economy within the State of Iowa. Total job impact from all projects within the City of Newton's reinvestment district are expected to be approximately 607 jobs with \$35.4M in labor income.

The largest project of the five in terms of economic impacts is the Christensen Apartments project.

Table 47 Total Construction Impacts by Project

Total Impact Results - Local					Total Impact Results - State				
Scenario	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Scenario	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Christensen Apartments	235	\$ 11.8	\$ 14.1	\$ 19.8	Christensen Apartments	242	\$ 14.3	\$ 17.9	\$ 25.9
Catalyst Hotel	126	\$ 6.3	\$ 7.4	\$ 14.7	Catalyst Hotel	141	\$ 8.4	\$ 10.6	\$ 19.5
DMACC - Phase 1	109	\$ 5.4	\$ 6.2	\$ 12.0	DMACC - Phase 1	121	\$ 7.1	\$ 8.8	\$ 16.0
DMACC - Phase 2	70	\$ 3.5	\$ 4.9	\$ 9.7	DMACC - Phase 2	89	\$ 4.8	\$ 6.7	\$ 13.1
City of Newton: Resiliency Zone	12	\$ 0.6	\$ 0.8	\$ 1.8	City of Newton: Resiliency Zone	14	\$ 0.9	\$ 1.2	\$ 2.4
Total Effect	552	\$ 27.7	\$ 33.4	\$ 58.1	Multiplier	607	\$ 35.4	\$ 45.2	\$ 76.9

Table 48 displays the taxes paid from the economic activity related to the construction of all the projects within in the City of Newton's reinvestment district. \$7.6M in total taxes paid would be contributed from the five projects. Of the total taxes paid, \$5.6M would be contributed at the federal level and \$2.0M would be contributed at the state and local level.

Taxes paid at the state level from the economic activity related to the construction of all the projects within in the City of Newton's reinvestment district. \$9.9M in total taxes paid would be contributed from the five projects. Of the total taxes paid, \$6.9M would be contributed at the federal level and \$3.0M would be contributed at the state and local level.

Table 48 Taxes Paid - Construction - Local & State

Total Taxes Paid - Local				Total Taxes Paid - State			
Scenario	Federal Taxes (\$M)	State and Local Taxes (\$M)	Total Taxes (\$M)	Scenario	Federal Taxes (\$M)	State and Local Taxes (\$M)	Total Taxes (\$M)
Christensen Apartments	\$ 2.4	\$ 0.7	\$ 3.1	Christensen Apartments	\$ 2.8	\$ 1.0	\$ 3.8
Catalyst Hotel	\$ 1.3	\$ 0.5	\$ 1.7	Catalyst Hotel	\$ 1.6	\$ 0.7	\$ 2.3
DMACC - Phase 1	\$ 1.1	\$ 0.4	\$ 1.4	DMACC - Phase 1	\$ 1.4	\$ 0.6	\$ 1.9
DMACC - Phase 2	\$ 0.7	\$ 0.4	\$ 1.2	DMACC - Phase 2	\$ 0.9	\$ 0.7	\$ 1.6
City of Newton: Resiliency Zone	\$ 0.1	\$ 0.1	\$ 0.2	City of Newton: Resiliency Zone	\$ 0.2	\$ 0.1	\$ 0.3
Total Effect	\$ 5.6	\$ 2.0	\$ 7.6	Total Effect	\$ 6.9	\$ 3.0	\$ 9.9

Operations Impacts

The operations impacts contained in this section are what would be expected in the year that the project has reached the sales capacity. The relative dates for each project were listed in Table 30. Results are reported in 2022 dollars. We have included operations impacts from the Christensen Apartments, Catalyst Development Newton, DMACC: Phases 1 and 2, and The Resiliency Zone.

Christensen Apartments

Estimates of the economic impact of the operation of Christensen Apartments in the year 2025 are shown in (dollars are shown in 2022 dollars). As shown, the successive rounds of economic activity derived from the operation of the Christensen Apartments of \$0.5M increase by \$0.1M in output (sales) to the local economy. This increase reflects an approximate 1.09 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income and value-added. Upon reaching full operational capacity, the operation of Christensen Apartments is expected to support 2 jobs and \$0.4M in value-added.

At the state level the successive rounds of economic activity derived from operations of \$0.5M increases by \$0.1M in output (sales) to the state's economy. This increase reflects an approximate 1.16 multiplier. At full operational capacity, Christensen Apartments is expected to support 2 jobs and \$0.5M in value-added.

Table 49 Operations Impacts - Apartments

Total Operations Impact Results - Apartments - local					Total Operations Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	2	\$0.0	\$0.4	\$0.5	Direct Effect	1	\$0.0	\$0.4	\$0.5
Indirect Effect	0	\$0.0	\$0.0	\$0.0	Indirect Effect	0	\$0.0	\$0.0	\$0.1
Induced Effect	0	\$0.0	\$0.0	\$0.0	Induced Effect	0	\$0.0	\$0.0	\$0.0
Total Effect	2	\$0.0	\$0.4	\$0.6	Total Effect	2	\$0.0	\$0.5	\$0.6
Multiplier	1.14	1.41	1.05	1.09	Multiplier	1.34	2.15	1.09	1.16

Table 50 displays the total taxes paid from Christensen Apartments operations once it reaches operational capacity would contribute over \$0.1M in total taxes paid. Of the total taxes paid, \$0.0M would be contributed at the federal level and over \$0.1M would be contributed at the state and local level.

Table 50 Taxes Paid - Operations - Apartments

Operations Taxes Paid - Local		Operations Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.0	Federal	\$0.0
State and Local	\$0.1	State and Local	\$0.1
Total	\$0.1	Total	\$0.1

Table 51 displays the sectors impacted the most through total value-added of the Christensen Apartments operations impact is Tenant-occupied housing with a total value-added impact of over \$408 thousand at the local level and over \$446 thousand at the state level.

Table 51 Operations - Top Ten Sectors Impacted - Apartments

Operations - Top 10 Economic Sectors Impacted – Value-Added - Local					Operations - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
448 - Tenant-occupied housing	\$407,488	\$0	\$563	\$408,051	448 - Tenant-occupied housing	\$445,943	\$0	\$699	\$446,642
61 - Maintenance and repair construction of	\$0	\$6,381	\$53	\$6,434	439 - Nondepository credit intermediation and	\$0	\$7,737	\$193	\$7,931
449 - Owner-occupied dwellings	\$0	\$0	\$2,498	\$2,498	61 - Maintenance and repair construction of	\$0	\$4,908	\$65	\$4,973
441 - Monetary authorities and depository credit	\$0	\$1,728	\$223	\$1,951	441 - Monetary authorities and depository credit	\$0	\$3,586	\$628	\$4,214
439 - Nondepository credit intermediation and	\$0	\$1,548	\$22	\$1,570	449 - Owner-occupied dwellings	\$0	\$0	\$2,555	\$2,555
405 - Retail - Building material and garden	\$0	\$863	\$51	\$914	444 - Insurance carriers, except direct life	\$0	\$1,056	\$563	\$1,619
447 - Other real estate	\$0	\$619	\$73	\$692	447 - Other real estate	\$0	\$1,274	\$328	\$1,602
510 - Limited-service restaurants	\$0	\$27	\$271	\$298	405 - Retail - Building material and garden equipment and supplies stores	\$0	\$976	\$94	\$1,070
483 - Offices of physicians	\$0	\$0	\$228	\$228	483 - Offices of physicians	\$0	\$0	\$743	\$743
490 - Hospitals	\$0	\$0	\$221	\$221	490 - Hospitals	\$0	\$0	\$682	\$682

Christensen Development Hospitality

Estimates of the economic impact of the operation of the boutique hotel in the year 2026 are shown in Table 52 (dollars are shown in 2022 dollars). As shown, the successive rounds of economic activity derived from the operation of Catalyst as operator of \$2.1M increase by \$0.6M in output (sales) to the local economy. This increase reflects an approximate 1.29 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income and value-added. Upon reaching full operational capacity, the Catalyst operator is expected to support 30 jobs and \$1.2M in value-added.

At the state level the successive rounds of economic activity derived from operations of \$2.1M increases by \$1.4M in output (sales) to the state's economy. This increase reflects an approximate 1.67 multiplier. At full operational capacity, Catalyst is expected to support 30 jobs and \$1.9M in value-added.

Table 52 Operations Impacts - Catalyst

Total Operations Impact Results - Local					Total Operations Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	25	\$0.5	\$1.0	\$2.1	Direct Effect	21	\$0.6	\$1.1	\$2.1
Indirect Effect	4	\$0.1	\$0.2	\$0.4	Indirect Effect	5	\$0.2	\$0.4	\$0.8
Induced Effect	1	\$0.0	\$0.1	\$0.2	Induced Effect	4	\$0.2	\$0.3	\$0.6
Total Effect	30	\$0.7	\$1.2	\$2.7	Total Effect	30	\$1.0	\$1.9	\$3.5
Multiplier	1.20	1.34	1.30	1.29	Multiplier	1.42	1.67	1.63	1.67

Table 53 displays the total taxes paid from Catalyst operations once it reaches operational capacity would contribute over \$0.4M in total taxes paid at the local level. Of the total taxes paid, \$0.2M would be contributed to federal taxes and over \$0.2M would be contributed to state and local taxes.

At the state level Catalyst operations total taxes paid are estimated at \$0.5M. Of the total taxes paid, \$0.2 would be contributed to federal taxes and \$0.3 would be contributed to state and taxes.

Table 53 Taxes Paid - Operations - Catalyst

Operations Taxes Paid - Local		Operations Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.2	Federal	\$0.2
State and Local	\$0.2	State and Local	\$0.3
Total	\$0.4	Total	\$0.5

Table 54 displays the sectors impacted the most through total value-added of the Catalyst operations impact is Hotels and motels, including casino hotels with a total value-added impact of over \$657 thousand at the local level and over \$775 thousand at the state level.

Table 54 Operations - Top Ten Sectors - Catalyst

Operations - Top 10 Economic Sectors Impacted – Value-Added - Local					Operations - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
507 - Hotels and motels, including casino hotels	\$657,184	\$0	\$0	\$657,184	507 - Hotels and motels, including casino hotels	\$775,613	\$52	\$50	\$775,715
511 - All other food and drinking places	\$205,577	\$21,712	\$983	\$228,273	511 - All other food and drinking places	\$228,371	\$33,514	\$3,414	\$265,299
447 - Other real estate	\$92,814	\$12,371	\$950	\$106,135	447 - Other real estate	\$142,850	\$30,728	\$6,989	\$180,567
449 - Owner-occupied dwellings	\$0	\$0	\$32,207	\$32,207	449 - Owner-occupied dwellings	\$0	\$0	\$54,178	\$54,178
465 - Advertising, public relations, and related	\$0	\$15,717	\$726	\$16,443	469 - Management of companies and enterprises	\$0	\$38,552	\$3,727	\$42,279
60 - Maintenance and repair construction of	\$0	\$13,309	\$212	\$13,521	441 - Monetary authorities and depository credit	\$0	\$19,782	\$13,320	\$33,102
441 - Monetary authorities and depository credit intermediation	\$0	\$8,613	\$2,901	\$11,513	444 - Insurance carriers, except direct life	\$0	\$16,228	\$12,079	\$28,307
526 - Postal service	\$0	\$10,222	\$388	\$10,611	47 - Electric power transmission and distribution	\$0	\$24,673	\$3,208	\$27,880
456 - Accounting, tax preparation, bookkeeping, and payroll services	\$0	\$8,113	\$596	\$8,710	472 - Employment services	\$0	\$14,673	\$3,371	\$18,044
426 - Directory, mailing list, and other publishers	\$0	\$8,096	\$604	\$8,700	476 - Services to buildings	\$0	\$14,868	\$1,099	\$15,967

DMACC Legacy Plaza Infrastructure, Legacy Ballroom, and Retail Build Out

Estimates of the economic impact of the operation of DMACC Legacy Plaza Infrastructure, Legacy Ballroom and Retail Build Out (DMACC Legacy Plaza) in the year 2025 are shown in Table 55 (dollars are shown in 2022 dollars). As shown, the successive rounds of economic activity derived from the operation of DMACC Legacy Plaza of \$1.5M increase by \$0.4M in output (sales) to the local economy. This increase reflects an approximate 1.23 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income and value-added. Upon reaching full operational capacity, DMACC Legacy Plaza operations are expected to support 31 jobs and \$1.0M in value-added.

At the state level the successive rounds of economic activity derived from operations of \$1.5M increases by \$1.0M in output (sales) to the state's economy. This increase reflects an approximate 1.68 multiplier. At full operational capacity, DMACC Legacy Plaza is expected to support 31 jobs and \$1.5M in value-added.

Table 55 Operations Impact - DMACC Legacy Plaza

Total Operations Impact Results - Local					Total Operations Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	28	\$0.6	\$0.8	\$1.5	Direct Effect	24	\$0.7	\$0.9	\$1.5
Indirect Effect	1	\$0.0	\$0.1	\$0.2	Indirect Effect	3	\$0.2	\$0.2	\$0.5
Induced Effect	1	\$0.0	\$0.1	\$0.2	Induced Effect	4	\$0.2	\$0.3	\$0.5
Total Effect	31	\$0.7	\$1.0	\$1.9	Total Effect	31	\$1.0	\$1.5	\$2.5
Multiplier	1.10	1.17	1.20	1.23	Multiplier	1.26	1.49	1.58	1.68

Table 56 displays the total taxes paid from DMACC Legacy Plaza operations once it reaches operational capacity would contribute over \$0.3M in total taxes paid at the local level. Of the total taxes paid, \$0.1M would be contributed to federal taxes and over \$0.1M would be contributed to state and local taxes.

At the state level Catalyst operations total taxes paid are estimated at \$0.4M. Of the total taxes paid, \$0.2 would be contributed to federal taxes and \$0.2 would be contributed to state and taxes.

Table 56 Taxes Paid - Operations - DMACC Legacy Plaza

Operations Taxes Paid - Local		Operations Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.1	Federal	\$0.2
State and Local	\$0.1	State and Local	\$0.2
Total	\$0.3	Total	\$0.4

Table 57 displays the sectors impacted the most through total value-added of the DMACC Legacy Plaza operations impact is all other food and drinking places with a total value-added impact of over \$840 thousand at the local level and over \$936 thousand at the state level.

Table 57 Operations - Top Ten Sectors - DMACC Legacy Plaza

Operations - Top 10 Economic Sectors Impacted – Value-Added - Local					Operations - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
511 - All other food and drinking places	\$839,282	\$679	\$932	\$840,894	511 - All other food and drinking places	\$932,342	\$1,419	\$3,161	\$936,923
449 - Owner-occupied dwellings	\$0	\$0	\$30,508	\$30,508	469 - Management of companies and enterprises	\$0	\$60,668	\$3,452	\$64,120
456 - Accounting, tax preparation, bookkeeping,	\$0	\$12,562	\$565	\$13,127	449 - Owner-occupied dwellings	\$0	\$0	\$50,165	\$50,165
447 - Other real estate	\$0	\$8,029	\$902	\$8,931	447 - Other real estate	\$0	\$21,729	\$6,472	\$28,201
448 - Tenant-occupied housing	\$0	\$0	\$7,480	\$7,480	441 - Monetary authorities and depository credit	\$0	\$12,722	\$12,334	\$25,056
441 - Monetary authorities and depository credit	\$0	\$4,104	\$2,752	\$6,855	472 - Employment services	\$0	\$17,799	\$3,122	\$20,921
465 - Advertising, public relations, and related services	\$0	\$3,907	\$689	\$4,597	444 - Insurance carriers, except direct life	\$0	\$4,047	\$11,191	\$15,238
512 - Automotive repair and maintenance, except car washes	\$0	\$2,475	\$2,021	\$4,496	483 - Offices of physicians	\$0	\$0	\$14,674	\$14,674
469 - Management of companies and enterprises	\$0	\$4,027	\$68	\$4,096	448 - Tenant-occupied housing	\$0	\$0	\$14,135	\$14,135
510 - Limited-service restaurants	\$0	\$358	\$3,434	\$3,792	490 - Hospitals	\$0	\$0	\$13,364	\$13,364

DMACC Legacy Commons, Legacy Greenspace, and High Demand Academic Program Expansion

Estimates of the economic impact of the operation of DMACC Legacy Commons, Legacy Greenspace and Academic Program Expansion (DMACC Legacy Commons) in the year 2025 are shown in Table 58 (dollars are shown in 2022 dollars). As shown, the successive rounds of economic activity derived from the operation of DMACC Legacy Commons of \$1.5M increases by \$0.4M in output (sales) to the local economy. This increase reflects an approximate 1.29 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income and value-added. Upon reaching full operational capacity, DMACC Legacy Plaza operations are expected to support 30 jobs and \$1.0M in value-added.

At the state level the successive rounds of economic activity derived from operations of \$1.5M increases by \$1.1M in output (sales) to the state's economy. This increase reflects an approximate 1.73 multiplier. At full operational capacity, DMACC Legacy Commons is expected to support 31 jobs and \$1.4M in value-added.

Table 58 Operations Impact - DMACC Legacy Commons

Total Operations Impact Results - Local					Total Operations Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	26	\$0.5	\$0.8	\$1.5	Direct Effect	24	\$0.6	\$0.8	\$1.5
Indirect Effect	2	\$0.1	\$0.1	\$0.3	Indirect Effect	3	\$0.2	\$0.3	\$0.6
Induced Effect	1	\$0.0	\$0.1	\$0.2	Induced Effect	3	\$0.2	\$0.3	\$0.5
Total Effect	30	\$0.6	\$1.0	\$1.9	Total Effect	31	\$0.9	\$1.4	\$2.6
Multiplier	1.13	1.21	1.27	1.29	Multiplier	1.29	1.56	1.69	1.73

Table 59 displays the total taxes paid from DMACC Legacy Commons operations once it reaches operational capacity would contribute over \$0.3M in total taxes paid at the local level. Of the total taxes paid, \$0.1M would be contributed to federal taxes and over \$0.2M would be contributed to state and local taxes.

At the state level Catalyst operations total taxes paid are estimated at \$0.4M. Of the total taxes paid, \$0.2 would be contributed to federal taxes and \$0.2 would be contributed to state and taxes.

Table 59 Taxes Paid - Operations - DMACC Legacy Commons

Operations Taxes Paid - Local		Operations Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.1	Federal	\$0.2
State and Local	\$0.2	State and Local	\$0.2
Total	\$0.3	Total	\$0.4

Table 60 displays the sectors impacted the most through total value-added of the DMACC Legacy Commons operations impact is All other food and drinking places with a total value-added impact of over \$372 thousand at the local level and over \$416 thousand at the state level.

Table 60 Operations - Top 10 Sectors - DMACC Legacy Commons

Operations - Top 10 Economic Sectors Impacted – Value-Added - Local					Operations - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
511 - All other food and drinking places	\$370,271	\$1,056	\$969	\$372,296	511 - All other food and drinking places	\$411,327	\$2,104	\$3,010	\$416,441
510 - Limited-service restaurants	\$98,759	\$703	\$3,537	\$102,998	510 - Limited-service restaurants	\$102,231	\$905	\$5,643	\$108,779
412 - Retail - Miscellaneous store retailers	\$87,432	\$184	\$798	\$88,413	412 - Retail - Miscellaneous store retailers	\$89,241	\$229	\$1,584	\$91,055
403 - Retail - Furniture and home furnishings	\$71,678	\$94	\$410	\$72,182	410 - Retail - Sporting goods, hobby, musical	\$79,366	\$160	\$1,103	\$80,629
410 - Retail - Sporting goods, hobby, musical	\$69,112	\$85	\$368	\$69,564	403 - Retail - Furniture and home furnishings	\$73,843	\$170	\$1,174	\$75,187
409 - Retail - Clothing and clothing accessories	\$68,966	\$8	\$381	\$69,355	409 - Retail - Clothing and clothing accessories	\$69,014	\$9	\$1,583	\$70,607
449 - Owner-occupied dwellings	\$0	\$0	\$31,754	\$31,754	449 - Owner-occupied dwellings	\$0	\$0	\$47,783	\$47,783
447 - Other real estate	\$0	\$15,026	\$934	\$15,960	469 - Management of companies and enterprises	\$0	\$44,408	\$3,285	\$47,693
465 - Advertising, public relations, and related services	\$0	\$10,628	\$713	\$11,341	447 - Other real estate	\$0	\$40,995	\$6,161	\$47,156
456 - Accounting, tax preparation, bookkeeping, and payroll services	\$0	\$8,567	\$587	\$9,154	441 - Monetary authorities and depository credit intermediation	\$0	\$13,255	\$11,747	\$25,002

City of Newton: Resiliency Zone

Estimates of the economic impact of the operation of City of Newton: Resiliency Zone (Resiliency Zone) in the year 2024 are shown in Table 61 (dollars are shown in 2022 dollars). As shown, the successive rounds of economic activity derived from the operation of Resiliency Zone of \$8.2M increases by \$2.4M in output (sales) to the local economy. This increase reflects an approximate 1.30 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income and value-added. Upon reaching full operational capacity, Resiliency Zone operations are expected to support 154 jobs and \$5.4M in value-added.

At the state level the successive rounds of economic activity derived from operations of \$8.2M increases by \$6.1M in output (sales) to the state's economy. This increase reflects an approximate 1.75 multiplier. At full operational capacity, Resiliency Zone is expected to support 159 jobs and \$7.7M in value-added.

Table 61 Operations Impacts - Resiliency Zone

Total Operations Impact Results - Local					Total Operations Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	135	\$3.0	\$4.2	\$8.2	Direct Effect	121	\$3.3	\$4.6	\$8.2
Indirect Effect	11	\$0.4	\$0.6	\$1.4	Indirect Effect	19	\$1.0	\$1.6	\$3.2
Induced Effect	8	\$0.3	\$0.6	\$1.0	Induced Effect	19	\$0.9	\$1.6	\$2.9
Total Effect	154	\$3.6	\$5.4	\$10.6	Total Effect	159	\$5.1	\$7.7	\$14.3
Multiplier	1.14	1.21	1.27	1.30	Multiplier	1.31	1.55	1.69	1.75

Table 62 displays the total taxes paid from Resiliency Zone operations once it reaches operational capacity would contribute over \$1.7M in total taxes paid at the local level. Of the total taxes paid, \$0.8M would be contributed to federal taxes and over \$0.9M would be contributed to state and local taxes.

At the state level Catalyst operations total taxes paid are estimated at \$2.1M. Of the total taxes paid, \$1.1 would be contributed to federal taxes and \$1.0 would be contributed to state and taxes.

Table 62 Taxes Paid - Operations - Resiliency Zone

Operations Taxes Paid - Local		Operations Taxes Paid - State	
Jurisdiction	Taxes (M)	Jurisdiction	Taxes (M)
Federal	\$0.8	Federal	\$1.1
State and Local	\$0.9	State and Local	\$1.0
Total	\$1.7	Total	\$2.1

displays the sectors impacted the most through total value-added of the Resiliency operations impact is All other food and drinking places with a total value-added impact of over \$1.8 million at the local level and over \$2.1 million at the state level.

Table 63 Operations - Top Ten Sectors - Resiliency Zone

Operations - Top 10 Economic Sectors Impacted – Value-Added - Local					Operations - Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
511 - All other food and drinking places	\$1,877,326	\$5,452	\$5,538	\$1,888,317	511 - All other food and drinking places	\$2,085,485	\$10,837	\$16,902	\$2,113,223
403 - Retail - Furniture and home furnishings	\$800,535	\$284	\$2,337	\$803,156	410 - Retail - Sporting goods, hobby, musical	\$886,405	\$465	\$6,194	\$893,065
410 - Retail - Sporting goods, hobby, musical	\$771,874	\$255	\$2,100	\$774,229	403 - Retail - Furniture and home furnishings	\$824,713	\$496	\$6,592	\$831,801
409 - Retail - Clothing and clothing accessories	\$770,252	\$43	\$2,175	\$772,470	409 - Retail - Clothing and clothing accessories	\$770,789	\$53	\$8,892	\$779,734
449 - Owner-occupied dwellings	\$0	\$0	\$181,645	\$181,645	447 - Other real estate	\$0	\$246,970	\$34,596	\$281,565
447 - Other real estate	\$0	\$91,607	\$5,337	\$96,944	449 - Owner-occupied dwellings	\$0	\$0	\$268,300	\$268,300
465 - Advertising, public relations, and related services	\$0	\$60,005	\$4,074	\$64,079	469 - Management of companies and enterprises	\$0	\$245,204	\$18,448	\$263,652
456 - Accounting, tax preparation, bookkeeping, and payroll services	\$0	\$44,880	\$3,357	\$48,237	441 - Monetary authorities and depository credit intermediation	\$0	\$79,272	\$65,961	\$145,233
441 - Monetary authorities and depository credit intermediation	\$0	\$27,496	\$16,313	\$43,809	422 - Warehousing and storage	\$0	\$110,127	\$10,218	\$120,345
448 - Tenant-occupied housing	\$0	\$0	\$43,150	\$43,150	444 - Insurance carriers, except direct life	\$0	\$35,290	\$59,741	\$95,031

Total Operations Impacts

Table 64 displays the economic impact of operations of all projects in the City of Newton's reinvestment district. These results are calculated at the local (county) level and at the state level. As shown, the successive rounds of economic activity following the local sales of \$13.7M increase by \$3.9M in output (sales) to the local economy. This increase reflects an approximate 1.28 multiplier. Similar increases and multipliers are estimated for employment (jobs), labor income, and value-added. Total job impact from all projects within the City of Newton's reinvestment district are expected to be approximately 249 jobs at the local level.

At the state level, the direct sales of \$13.7M increases by \$9.7M in output (sales) to the state's economy. Jobs supported are estimated at 252 and value-added of \$13.0M

Table 64 Total Impact Results - Operations

Total Impact Results - Local					Total Impact Results - State				
Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Impact Type	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Direct Effect	217	\$4.6	\$7.2	\$13.7	Direct Effect	191	\$5.2	\$7.9	\$13.7
Indirect Effect	18	\$0.6	\$0.9	\$2.3	Indirect Effect	30	\$1.6	\$2.5	\$5.1
Induced Effect	13	\$0.4	\$0.9	\$1.6	Induced Effect	31	\$1.4	\$2.5	\$4.5
Total Effect	248	\$5.6	\$9.0	\$17.6	Total Effect	252	\$8.1	\$13.0	\$23.4
Multiplier	1.14	1.22	1.26	1.28	Multiplier	1.32	1.56	1.64	1.70

As shown in Table 65, the successive rounds of economic activity from all projects contribute \$5.4M in value-added at the local level at \$7.7M at the state level. Total job impact from all projects within the City of Newton reinvestment district are expected to be approximately 248 jobs with \$5.6M in labor income at the local level and approximately 252 jobs with \$8.1M at the state level. The largest project of the five in terms of economic impacts for operations is The Resiliency Zone.

Table 65 Impact Results by Project - Operations

Total Impact Results - Local					Total Impact Results - State				
Scenario	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Scenario	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)
Christensen Apartments	2	\$ 0.0	\$ 0.4	\$ 0.6	Christensen Apartments	2	\$ 0.0	\$ 0.5	\$ 0.6
Catalyst Hotel	30	\$ 0.7	\$ 1.2	\$ 2.7	Catalyst Hotel	30	\$ 1.0	\$ 1.9	\$ 3.5
DMACC - Phase 1	31	\$ 0.7	\$ 1.0	\$ 1.9	DMACC - Phase 1	31	\$ 1.0	\$ 1.5	\$ 2.5
DMACC - Phase 2	30	\$ 0.6	\$ 1.0	\$ 1.9	DMACC - Phase 2	31	\$ 0.9	\$ 1.4	\$ 2.6
City of Newton: Resiliency Zone	154	\$ 3.6	\$ 5.4	\$ 10.6	City of Newton: Resiliency Zone	159	\$ 5.1	\$ 7.7	\$ 14.3
Total Effect	248	\$ 5.6	\$ 9.0	\$ 17.6	Multiplier	252	\$ 8.1	\$ 13.0	\$ 23.4

displays the taxes paid from the economic activity related to operations of all the projects within in the City of Newton's reinvestment district at the local and state level. At the local level, \$2.8M in total taxes paid would be contributed from the five projects. At the state level, \$3.4M in total taxes paid would be contributed from the five projects.

Table 66 Total Taxes Paid - Operations

Total Taxes Paid - Local				Total Taxes Paid - State			
Scenario	Federal Taxes (\$M)	State and Local Taxes (\$M)	Total Taxes (\$M)	Scenario	Federal Taxes (\$M)	State and Local Taxes (\$M)	Total Taxes (\$M)
Christensen Apartments	\$ 0.0	\$ 0.1	\$ 0.1	Christensen Apartments	\$ 0.0	\$ 0.1	\$ 0.1
Catalyst Hotel	\$ 0.2	\$ 0.2	\$ 0.4	Catalyst Hotel	\$ 0.2	\$ 0.3	\$ 0.5
DMACC - Phase 1	\$ 0.1	\$ 0.1	\$ 0.3	DMACC - Phase 1	\$ 0.2	\$ 0.2	\$ 0.4
DMACC - Phase 2	\$ 0.1	\$ 0.2	\$ 0.3	DMACC - Phase 2	\$ 0.2	\$ 0.2	\$ 0.4
City of Newton: Resiliency Zone	\$ 0.8	\$ 0.9	\$ 1.7	City of Newton: Resiliency Zone	\$ 1.1	\$ 1.0	\$ 2.1
Total Effect	\$ 1.2	\$ 1.6	\$ 2.8	Total Effect	\$ 1.7	\$ 1.7	\$ 3.4

C2.2 Market Areas Impacted

As a result of the five projects included within the proposed City of Newton reinvestment district, large impacts are expected from both the construction and the continuing operations of the projects. Following are discussions on the market areas which are expected to be affected in a significant way for both the local and state study areas. Summaries are included both in terms of construction and operations economic impacts.

Construction

Because of the nature of the construction, significant impacts from the total direct capital expenditures were expected. Referring to Table 67, during the first years of the City of Newton's reinvestment district, total expenditures in capital investment are expected to lead to the most jobs in the construction of new multifamily residential structures (197) locally and (368) at the state level. Construction of new commercial structures, including farm structures (196) locally and (373) at the state level. Other top market areas impacted (in terms of employment) include retail, restaurants, transportation, and other sectors.

Table 67 Top 10 Sectors - Construction - Employment

Top 10 Economic Sectors Impacted – Employment - Local					Top 10 Economic Sectors Impacted – Employment - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
58 - Construction of new multifamily residential structures	197	0	0	197	55 - Construction of new commercial structures, including farm structures	373	0	0	373
55 - Construction of new commercial structures, including farm structures	196	0	0	196	58 - Construction of new multifamily residential structures	368	0	0	368
56 - Construction of other new nonresidential structures	35	0	0	35	56 - Construction of other new nonresidential structures	68	0	0	68
53 - Construction of new educational and vocational structures	15	0	0	15	53 - Construction of new educational and vocational structures	28	0	0	28
441 - Monetary authorities and depository credit intermediation	4	1	1	6	405 - Retail - Building material and garden equipment and supplies stores	0	13	1	14
405 - Retail - Building material and garden equipment and supplies stores	0	5	0	6	441 - Monetary authorities and depository credit intermediation	8	2	3	13
510 - Limited-service restaurants	0	0	5	5	510 - Limited-service restaurants	0	0	12	12
54 - Construction of new highways and streets	4	0	0	4	509 - Full-service restaurants	0	1	10	11
406 - Retail - Food and beverage stores	0	0	3	3	499 - Independent artists, writers, and performers	11	0	0	11
509 - Full-service restaurants	0	0	3	3	447 - Other real estate	0	5	4	9

Table 68 illustrates the top market areas affected in terms of value-added at the local and state levels. Because of the large expenditures in construction, both classifications of construction again top the list of affected market areas. During the first years of the City of Newton's reinvestment district, the largest sector from total impacts in terms of value-added is construction of new multifamily residential structures (\$11.3M) locally and (\$23.1M) at the state level. The second largest is construction of new commercial structures, including farm structures (\$10.6M) locally and (\$22.0) at the state level. Other top market areas impacted include construction, housing, transportation, retail and other sectors.

Table 68 Top 10 Sectors - Construction - Value-Added

Top 10 Economic Sectors Impacted – Value-Added - Local					Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
58 - Construction of new multifamily residential structures	\$11,335,645	\$0	\$0	\$11,335,645	58 - Construction of new multifamily residential structures	\$23,125,741	\$0	\$0	\$23,125,741
55 - Construction of new commercial structures, including farm structures	\$10,562,502	\$0	\$0	\$10,562,502	55 - Construction of new commercial structures, including farm structures	\$22,024,071	\$0	\$0	\$22,024,071
56 - Construction of other new nonresidential structures	\$2,075,818	\$0	\$0	\$2,075,818	56 - Construction of other new nonresidential structures	\$4,350,767	\$0	\$0	\$4,350,767
449 - Owner-occupied dwellings	\$0	\$0	\$1,383,029	\$1,383,029	449 - Owner-occupied dwellings	\$0	\$0	\$3,242,004	\$3,242,004
53 - Construction of new educational and vocational structures	\$956,042	\$0	\$0	\$956,042	441 - Monetary authorities and depository credit intermediation	\$1,234,501	\$330,849	\$581,037	\$2,146,387
441 - Monetary authorities and depository credit intermediation	\$573,874	\$94,962	\$124,132	\$792,969	53 - Construction of new educational and vocational structures	\$1,972,581	\$0	\$0	\$1,972,581
499 - Independent artists, writers, and performers	\$708,657	\$660	\$440	\$709,758	499 - Independent artists, writers, and performers	\$1,192,331	\$8,856	\$7,021	\$1,208,208
405 - Retail - Building material and garden equipment and supplies stores	\$0	\$364,122	\$28,654	\$392,776	405 - Retail - Building material and garden equipment and supplies stores	\$0	\$918,300	\$97,307	\$1,015,607
448 - Tenant-occupied housing	\$0	\$0	\$327,083	\$327,083	448 - Tenant-occupied housing	\$0	\$0	\$836,282	\$836,282
54 - Construction of new highways and streets	\$256,562	\$0	\$0	\$256,562	396 - Wholesale - Other durable goods merchant wholesalers	\$361,540	\$390,932	\$48,524	\$800,997

Operations

Due to the nature of the operations from the projects within the proposed City of Newton's reinvestment district, expectations were that hotels and various retail sales would be market areas impacted in a significant way. As shown in Table 69, the top market area impacted by operations of projects in the reinvestment district was all other food and drinking places (112) locally and (97) at the state level. The second largest sector impacted was retail – sporting goods, hobby, musical instrument and book stores (37) locally and (32) at the state level. The other main sectors impacted by the reinvestment district were retail, hotels, restaurants, real estate and other sectors.

Table 69 Top 10 Sectors - Operations - Employment

Top 10 Economic Sectors Impacted – Employment - Local					Top 10 Economic Sectors Impacted – Employment - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
511 - All other food and drinking places	111	1	0	112	511 - All other food and drinking places	95	1	1	97
410 - Retail - Sporting goods, hobby, musical instrument and book stores	37	0	0	37	410 - Retail - Sporting goods, hobby, musical instrument and book stores	32	0	0	32
409 - Retail - Clothing and clothing accessories stores	22	0	0	22	409 - Retail - Clothing and clothing accessories stores	22	0	0	23
403 - Retail - Furniture and home furnishings stores	19	0	0	19	403 - Retail - Furniture and home furnishings stores	18	0	0	18
507 - Hotels and motels, including casino hotels	16	0	0	16	507 - Hotels and motels, including casino hotels	13	0	0	13
447 - Other real estate	2	3	0	6	447 - Other real estate	2	5	1	7
510 - Limited-service restaurants	3	0	1	4	510 - Limited-service restaurants	3	0	2	5
412 - Retail - Miscellaneous store retailers	4	0	0	4	412 - Retail - Miscellaneous store retailers	4	0	1	5
448 - Tenant-occupied housing	2	0	0	3	469 - Management of companies and enterprises	0	3	0	4
465 - Advertising, public relations, and related services	0	2	0	2	422 - Warehousing and storage	0	3	0	3

From an operations standpoint, market areas impacted in a significant way (in terms of value-added) by the projects within the proposed City of Newton's reinvestment district are shown in Table 70. The sector impacted the most by the reinvestment district is all other food and drinking places (\$3.3M) locally and (\$3.7M) at the state level. Other market areas impacted by operations include retail sectors, hotels and motels, restaurants, and other sectors.

Table 70 Top 10 Sectors - Operations - Value-Added

Top 10 Economic Sectors Impacted – Value-Added - Local					Top 10 Economic Sectors Impacted – Value-Added - State				
Industry	Direct	Indirect	Induced	Total	Industry	Direct	Indirect	Induced	Total
511 - All other food and drinking places	\$3,292,457	\$28,928	\$8,498	\$3,329,884	511 - All other food and drinking places	\$3,657,526	\$47,928	\$26,647	\$3,732,100
403 - Retail - Furniture and home furnishings stores	\$872,212	\$800	\$3,592	\$876,604	410 - Retail - Sporting goods, hobby, musical instrument and book stores	\$965,772	\$1,140	\$9,768	\$976,679
410 - Retail - Sporting goods, hobby, musical	\$840,985	\$642	\$3,228	\$844,856	403 - Retail - Furniture and home furnishings stores	\$898,556	\$1,347	\$10,395	\$910,298
409 - Retail - Clothing and clothing accessories stores	\$839,218	\$65	\$3,343	\$842,627	409 - Retail - Clothing and clothing accessories stores	\$839,803	\$81	\$14,022	\$853,906
507 - Hotels and motels, including casino hotels	\$657,184	\$1	\$1	\$657,186	507 - Hotels and motels, including casino hotels	\$775,613	\$245	\$393	\$776,251
448 - Tenant-occupied housing	\$407,488	\$0	\$66,609	\$474,097	448 - Tenant-occupied housing	\$445,943	\$0	\$118,720	\$564,663
449 - Owner-occupied dwellings	\$0	\$0	\$278,612	\$278,612	447 - Other real estate	\$142,850	\$341,695	\$54,546	\$539,091
447 - Other real estate	\$92,814	\$127,652	\$8,197	\$228,662	449 - Owner-occupied dwellings	\$0	\$0	\$422,981	\$422,981
510 - Limited-service restaurants	\$98,759	\$6,771	\$31,017	\$136,547	469 - Management of companies and enterprises	\$0	\$389,038	\$29,088	\$418,126
465 - Advertising, public relations, and related services	\$0	\$90,395	\$6,258	\$96,653	441 - Monetary authorities and depository credit intermediation	\$0	\$128,617	\$103,989	\$232,607

C2.3 Fiscal and Financial Impact on Business and Economic Development Projects

In previous sections, results have been presented which relate to the local economic impact on business activity in the community and state. Results contained in this section will deal with the fiscal impact on state and local governments.

Construction

Table 71 summarizes the expected fiscal impacts to state and local governments from constructing the projects within the proposed City of Newton's reinvestment district. As shown, many types of taxes are expected to accrue to local and state governments from these projects. The largest share of taxes is expected to come in the form of Tax on Production (\$1.4M) local (\$2.1M) state and Households (\$0.6M) local (\$9.1M) state. These taxes are expected to be collected from businesses and households because of increased economic activity within the local area.

Table 71 Fiscal and Financial Impacts - Construction

Fiscal and Financial Impact - Construction - Local				Fiscal and Financial Impact - Construction - State			
Tax Description	Tax on Production and Imports	Households	Enterprises (Corporations)	Tax Description	Tax on Production and Imports	Households	Enterprises (Corporations)
TOPI: Sales Tax	\$599,384			TOPI: Sales Tax	\$974,448		
TOPI: Property Tax	\$692,376			TOPI: Property Tax	\$972,431		
TOPI: Motor Vehicle License	\$35,898			TOPI: Motor Vehicle License	\$47,280		
TOPI: Other Taxes	\$46,870			TOPI: Other Taxes	\$63,009		
TOPI: Special Assessments	\$850			TOPI: Special Assessments	\$4,332		
Corporate Profits Tax			\$33,563	Corporate Profits Tax			\$60,796
Personal Tax: Income Tax		\$551,751		Personal Tax: Income Tax		\$814,847	
Personal Tax: Motor Vehicle License		\$48,887		Personal Tax: Motor Vehicle License		\$77,593	
Personal Tax: Other Tax (Fish/Hunt)		\$13,515		Personal Tax: Other Tax (Fish/Hunt)		\$21,625	
Total State and Local Tax	\$1,375,378	\$614,153	\$33,563	Total State and Local Tax	\$2,061,501	\$914,065	\$60,796

Operations

summarizes the expected fiscal impacts to state and local governments from the operations of the projects within the proposed City of Newton's reinvestment district. As with the construction tax impacts, the largest share of taxes is expected to come in the form of Tax on Production and Imports (\$1.4M) local (\$1.4M) state and Households (\$127,035) local (\$211,100) state. These taxes are expected to be collected from businesses and households because of increased economic activity within the local area.

Fiscal and Financial Impacts - Operations - Local				Fiscal and Financial Impacts - Operations - State			
Tax Description	Tax on Production and Imports	Households	Enterprises (Corporations)	Tax Description	Tax on Production and Imports	Households	Enterprises (Corporations)
TOPI: Sales Tax	\$621,203			TOPI: Sales Tax	\$676,201		
TOPI: Property Tax	\$717,580			TOPI: Property Tax	\$674,801		
TOPI: Motor Vehicle License	\$37,205			TOPI: Motor Vehicle License	\$32,809		
TOPI: Other Taxes	\$48,576			TOPI: Other Taxes	\$43,724		
TOPI: Special Assessments	\$881			TOPI: Special Assessments	\$3,006		
Corporate Profits Tax			\$14,931	Corporate Profits Tax			\$26,717
Personal Tax: Income Tax		\$114,166		Personal Tax: Income Tax		\$188,216	
Personal Tax: Motor Vehicle License		\$10,075		Personal Tax: Motor Vehicle License		\$17,888	
Personal Tax: Other Tax (Fish/Hunt)		\$2,795		Personal Tax: Other Tax (Fish/Hunt)		\$4,995	
Total State and Local Tax	\$1,425,445	\$127,035	\$14,931	Total State and Local Tax	\$1,430,542	\$211,100	\$26,717

SECTION D – Unique in Nature

“Unique nature” means a quality or qualities of the projects to be developed in a district which, when considered in the entirety, will substantially distinguish the district’s projects from other existing or proposed developments in the state. Contributes substantially more to the state’s economy or quality of life than other similar projects in the state or permanently transforms the aesthetics or infrastructure of a local community for the better

The Newton Legacy Reinvestment District will transform Newton’s Downtown through intentional investment, both public and private, which will build vibrancy and establish a model for rural redevelopment in the State of Iowa. The District will achieve this end by elevating the experiential commercial uses (a necessity in the era of online shopping), creating a sustainable mixed-use neighborhood, knitting together two centrally located commercial nodes, enlivening vacant spaces, connecting recreation with commerce, and blending together education, business, and economic development.

Across the nation, smaller communities have struggled as urban-centered, knowledge-based jobs have ever increasing economic benefits for individuals. Globalization and deindustrialization have left many mid-western communities with abandoned manufacturing facilities. In the Richard Florida work referenced in the introduction, he discusses the findings of that Brookings study that revealed how rural cities are being left behind. Notably, Florida writes, “...America’s urban and rural divide shows that our economic divides are fractal and cut across all sizes and types of places. A subset of large urban areas is thriving, but many are faltering also. Likewise, a subset of smaller rural places—those with universities or knowledge institutions with federal R&D labs, vibrant arts and cultural scenes, or amenities such as outdoor attractions—are doing quite well, even as many others struggle to survive.” (Source: [Bloomberg City Lab](#) para. 4).

In many ways, Newton is a community that has suffered from the dynamics of globalization and deindustrialization. This is probably best exemplified by the exit of its largest employer, Maytag, and a stagnant, ever so slightly declining population. Maytag’s exit, of course, had a trickle-down effect on small local businesses. It impacted the community’s mental state and sense of identity, as well. We believe, just as Richard Florida writes in his article, that smaller rural places that boast a unique sense of place, knowledge institutions, and a cool cultural scene can be successful. We know that Newton can enhance existing assets to realize a revival by creating a unique sense of place and become a model for redevelopment and resurgence for the state.

Newton refuses to be a victim of economic shifts and realities that cannot be changed. This mentality means that there is no better rural community for the State of Iowa to invest in. We realize that the projects in rural communities may have smaller gains to the state’s economy than that of projects in our urban counterparts. However, this project has much greater quality of life gains for all of its residents, and not just for the affluent. The efforts by the Newton team are unique in the comprehensive approach to transform the city’s urban form, attract new residents and visitors, and respond to changing economic realities. The success of the State of Iowa depends on the success of its rural communities.

There are so many aspects to the Newton Legacy Reinvestment District that make it a unique proposal. The Newton Legacy District provides a unique opportunity to solve economic development problems experienced by smaller towns and cities in the State of Iowa. The unique elements of this project include:

Breadth of Connected Experiences. The Newton Legacy District projects Figure 25 are designed to work together to deliver a set of unique experiences appealing to a diverse audience of residents and visitors. Our objective is to create a unified central business district encompassing two significant nodes: Legacy Plaza (DMACC campus and the former Maytag campus) and the historic downtown square. With the addition of the Legacy Plaza node to the Newton Mainstreet District late last year, this effort for a unified central business district can be enhanced with the resources of the State’s Mainstreet program as well.

As a whole, the unified district will transform Newton into a destination worthy of an overnight stay, while enhancing the livability and enjoyment for residents. Above all, the proposed district will build a stronger sense of community, integrate points of interest, provide central gathering spaces, and preserve community history.

Customers increasingly want more meaningful and unique 4-E (esthetic, entertaining, educational, and escapist) experiences. These experiences collectively create a unique destination and draw. DMACC, Catalyst Development/Christensen Development, and the City of Newton strongly believe that a certain level of density in attractions are critical to make a compelling destination to draw visitors from the Des Moines metro, across Iowa, and beyond. With IRA funding, that place-making is possible.

Authentic Sense of Place. People crave authentic places. People want to live in real spaces that developed and evolved over time reflecting the values and dreams of the people who built the community over generations. Today, it seems, visitors are less interested in superficial tourist activities, but rather they seek to enjoy the authentic local lifestyle and culture. The Newton Legacy Reinvestment District offers authenticity by enhancing real, existing historic spaces. The District is an authentic place that tells a story of who and what came before us. Rehabilitating and repurposing these spaces preserves that legacy and tells the story of the past, while meeting the needs of the community now and in the future.

The built environment and local culture are intertwined in authentic communities – one reflects the other and vice versa. Newton has an active arts community, with several non-profit organizations dedicated to the arts and many artists residing in the city. The District projects not only enhance the built environment but also enhance Newton's culture by supporting visual and performing arts while augmenting public gathering spaces. The redevelopment of Legacy Plaza includes a stage area for performing artists. The primary walking connector between Legacy Plaza and the Courthouse Square encourages interaction with sculpture and murals, and the Community Gathering Place Park creates the space and opportunity for residents and visitors to connect, recreate, and engage.

Quality of Life & Community of Choice. The Newton Legacy Reinvestment District project adds unique shopping / dining / entertainment amenities to an otherwise full-service community. These amenities create an aggregate of attractions which are essential for a rural community to be competitive in attracting the visitor dollars that are imperative for the survival of its small businesses.

Remote working was already a growing phenomenon across the United States before the on-set of the global pandemic of 2020. Now, in the midst of the Covid-19 pandemic, it is becoming apparent that locations which offer recreation, attractions, and culture, can be considered by individuals and families as viable home communities, despite their distance from large, tech-friendly urban hubs. Once improvements in The District are completed, Newton can offer prospective residents big city amenities, including choices in housing styles and price-points, entertainment and gathering spaces, variety in its accommodations offering, and support for budding entrepreneurs, all with the benefits of small city living. The District provides the best of both worlds.

Learn, Earn and Entrepreneurial Support. The academic expansion proposed by DMACC is a response to high-demand jobs in the engineering technology, cyber security, and network computer systems administration. Each of the fields included in the academic expansion meets objectives set by Future Ready Iowa for building Iowa's talent pipeline for high-demand job needs.

The Newton Legacy District establishes space for the community college to transform the city into an extended learning campus. Construction trades, culinary arts and hospitality management will all have opportunities as a direct result of this project to increase job readiness, earn to learn opportunities, and real-world skill building possibilities. With the addition of eateries in The District there exists many opportunities for the students of the Iowa Culinary Institute at DMACC to serve in internships and have work-based learning experiences.. Additionally, DMACC's new baking program at the Newton campus will provide product for the restaurant, the hotel and the event space.

The District will provide the necessary physical space and intellectual support for new businesses. The dining and retail buildout project removes barriers to entry for small entrepreneurs, honoring the entrepreneurial spirit of F.L. Maytag, founder of the Maytag Company. Entrepreneurship has not only been the backbone of Newton's local economy since its incorporation, but it is also the foundation of its future. This is true for the State of Iowa as well. The integration of education and entrepreneurial support is key to the success of rural communities, as future problems are solved and the disparity between rural and urban places is minimized .

DMACC is responding to high demand for programs in Engineering Technology, Cyber Security, Network and Computer Systems Administration meets objectives set by Future Ready Iowa in building Iowa's talent pipeline for high-demand job needs. DMACC was delighted to receive a gift from the Vermeer Charitable Foundation late last year to help with the expansion of these academic programs.

Partnerships and Community Engagement. Successful development happens when there is broad community support and involvement in the planning and development of those spaces. The Newton Legacy Reinvestment District is also unique in that it brings together not only the primary, three-way partnership between local government, a post-secondary education institution, and a private developers, but also engages individuals, non-profits, and local businesses.

Rural Planning and Urban Form. The Newton Legacy Reinvestment District exhibits urbanism style development, that is human-scale development patterns rather than automobile-oriented development patterns. The bulk of the District resides in the Original Town Plat for Newton and is of a grid-style development pattern. This results in a pedestrian friendly neighborhood that engages people with the built environment. Younger, more suburban cities employ the concept of "new urbanism" planning in their greenfield developments to artificially replicate what naturally developed in Newton over the past 175 years (Newton was founded in 1846, incorporated in 1857).

The transformation of Legacy Plaza into a mixed-used neighborhood (Figure 25) as envisioned in these projects is a unique opportunity to celebrate the legacy of the campus and the Maytag story, a story very few rural communities enjoy. A group of physical historic assets, found only in Newton, Iowa, are permanently transformed by the proposed projects giving them new uses and new life. For example, the Legacy Plaza commons (Figure 28) is an intimate space between the remaining buildings of the former Maytag headquarters. It creates the feel of historic neighborhoods of larger metropolitan areas, such as Greenwich Village in New York, but with the charm of a small Iowa community.

Essentially, the project creates a pedestrian mall destination, typically only found in urban areas. The project will be successful because of its mixed-use approach – featuring commercial uses, offices, hotel (Figure 27), community gathering spaces, and housing. The adaptive re-use of the old Maytag campus along with the other district projects intentionally connect the space to the Historic Downtown. Making the story of each individual node, a shared story as a singular, unified district emerges.

Sustainable Growth and Development. By focusing on Downtown redevelopment and rehabilitation, The District embraces sustainable, low-impact growth within an already developed area, rather than supporting greenfield development at the city's fringe. In Iowa, it is important to look for opportunities for redevelopment to prevent continued sprawl into Iowa's rich agricultural land. While sprawl is mostly associated with large city development, small cities can also creep into our agricultural lands without careful and thoughtful planning.

The District also makes efforts to reduce impact on the environment through energy consumption with the lighting conversion project, and increasing the ease in which residents can make lifestyle choices that result in a smaller environmental footprint. By enhancing a mixed-use development in a completely walkable, full-service neighborhood, the City makes it possible for citizens to live, work, and recreate without need for a personal vehicle. One truly could live in The District in a manner that reduces a personal environmental footprint without any inconvenience.

Historic Preservation & Preserving the Maytag Legacy. Both the Historic Downtown and Legacy Plaza developed and evolved over time, impacted by various economic forces but most significantly by the success that the Maytag Corporation had in its more than 100 years of existence in the community. Newton and Maytag grew together, and the City's built environment is a legacy to the impact that Maytag, both the man and the company, has had on the state. The District projects honor the past in spirit and design while looking to meet the needs of the community in the future.

Several acres of the Newton Legacy District include the former Maytag Corporation campus. For over 100 years, the Maytag Corporation was the largest employer in Newton producing world-class appliances. For many years, it was the only Fortune 500 company in Iowa. Maytag and the Des Moines Area Community College have had a long, synergistic relationship dating back to 1993 when Maytag donated a building to create the DMACC Newton Polytechnical Campus. Therefore, when approached about the remaining buildings of the former headquarters, DMACC accepted the gift of the campus to ensure the legacy of Maytag continues on through its redevelopment as both a college campus, with earn and learn opportunities for students as well an inviting *community* space.

DMACC's commitment to the campus and preserving the physical manifestation of the Maytag story is probably best revealed by the school's response to the damage caused by the August 2020 derecho, Figure 26. DMACC did not hesitate in its decision to rebuild and repair all of the buildings that were severely damaged by the derecho storm. Care has been given to maintaining the historic integrity of the buildings as the extensive damage is repaired including the use of salvaged brick to rebuild the walls that collapsed and the special ordering of raw cut timber and artisan forged window sills to match the materials used in the early 20th century when the historic buildings were constructed. Furthermore, after accepting the gift in 2016, DMACC worked with the City of Newton to shore up the buildings and address deferred maintenance issues on the campus.

Supporting Women in Business. A key to the State of Iowa's economic future is leveraging the unique perspectives provided by diverse business leadership. The Newton Legacy Reinvestment District accomplishes this by supporting women in business. Angela Harrington, President, Catalyst Development, is the only Certified Targeted Small Business (TSB) hotel and only TSB even venue owner in the State of Iowa. The synergy between the private sector and the educational offerings by DMACC provide the space for Harrington to help grow female entrepreneurs in the State. Legacy Plaza already hosts an all-female owned and award winning brewery, Gezellig Brewing Company.

American Express prepared [*The State of Women-Owned Businesses, 2019*](#) report which provides many insights into dynamics impacting women-owned businesses and the impact those businesses have on the larger economy. The study finds that while the gap between female-led businesses and all the others is closing, there remains a disparity. By supporting and growing women in business, economic growth for all will be realized as the effect ripples through the economy

Readiness and Funding Need. It is rare that a small rural community is able to realize a project of the scale required by the Iowa Reinvestment Program. Further, it is also rare that a project of this scale in a community the size of Newton is nearly ready to move forward, pending reinvestment district designation. All of the project schedules align closely, with the majority of the project likely to be completed before the end of the 2025 calendar year (or earlier). The planning ground work for the Downtown Historic District and Legacy Plaza Campus completed by the City and DMACC over the past decade ensures the success of The Newton Legacy District.

The funding assistance need for projects located in rural communities is greater than that needed in more urban areas. Without a program like the Iowa Reinvestment Act, rural areas will continue to be left behind because large-scale, transformative projects tend to be less risky for developers in urban centers. Not only will the Newton Legacy District be an opportunity to balance the urban vs. rural scale, but it will be an opportunity to prove to the private sector that these projects do work.

Alignment with Economic Development Strategy. Economic development is the process of creating jobs, tax base, and general wealth by coordinating physical community development with business ventures. The Economic Development Chapter of the Comprehensive Plan (adopted 2012) identifies six economic development initiatives for the city:

- Existing Business Initiative: Retain and grow existing businesses and industries in the community and create more local jobs.
- Filling Vacancies Initiative: Address the vacancy issues found within older industrial and commercial areas, focusing first on highly visible spaces.
- Green Collar Businesses Initiative: Expand and add green collar businesses, and ultimately jobs. Become a “green-energy” hub.
- Start-up Companies Initiative: Provide a positive environment for start-up companies.
- Strong Workforce Initiative: Build a strong, educated workforce that will attract new business and industry to the community.
- Tourism Initiative: Grow the tourism sector of the economy through a focus on the Iowa Speedway and surrounding area, Newton’s history and the Jasper County Museum.

The Newton Legacy Reinvestment District fully aligns with the City’s adopted economic development strategy as articulated by the comprehensive plan. Specifically, the projects proposed by the City of Newton’s Resiliency Zone addresses vacancies, promotes tourism through a focus on the Historic District, and supports existing business in the downtown. The work proposed by the private developer, Catalyst Development Newton, LLC/Christensen Development, creates a destination location out of the former Maytag Headquarters that honors Newton’s history and fills a building that has been mostly vacant for more than a decade. Finally, DMACC’s commitment to advancing education opportunities, strengthening Iowa’s workforce, and encouraging entrepreneurs is realized by their projects which connect the DMACC Newton campus more deeply to the surrounding neighborhood, establishes space for start-ups and entrepreneurs with educational support, and allows for their students to gain real-world experience before graduating.

The Newton Legacy District is a holistic approach to economic development and community revitalization which emphasizes tourism, quality of life, education, historic preservation, and growing the local workforce. The Newton Legacy District provides opportunities of engagement for visitors and residents of various economic backgrounds, ages, and interests.

In conclusion, the compounding benefits of the projects for The Newton Legacy Reinvestment District will showcase the community’s unique history and heritage in an authentic way. The District pays forward the state’s IRA investment in the following ways: supports DMACC’s commitment to rural community college education and expands earn to learn and job readiness initiatives, establishes a mixed-use neighborhood that feeds a community vibrancy necessary to attract and retain a workforce, supports entrepreneurs, and enhances a unique destination.

The District is like no other in the State of Iowa. It reimagines and creates a new chapter in the City’s narrative, a story so many thought had tragically ended when the Maytag Corporation exited the community. The impact on community quality of life and visitor experience afforded by the aggregate of these projects is significant and important. The Newton Legacy Reinvestment District represents the beginning of a new chapter for Newton with the threads of rehabilitation, determination, and resiliency woven into the story of rural renaissance and resilience.

Please find the following in support of our application:

Appendix L, Project Development Team

Appendix M, Letters of Support

D1 – Any visual aids that correspond with your analysis in this section

Figure 25 Overview of Campus and Courtyard

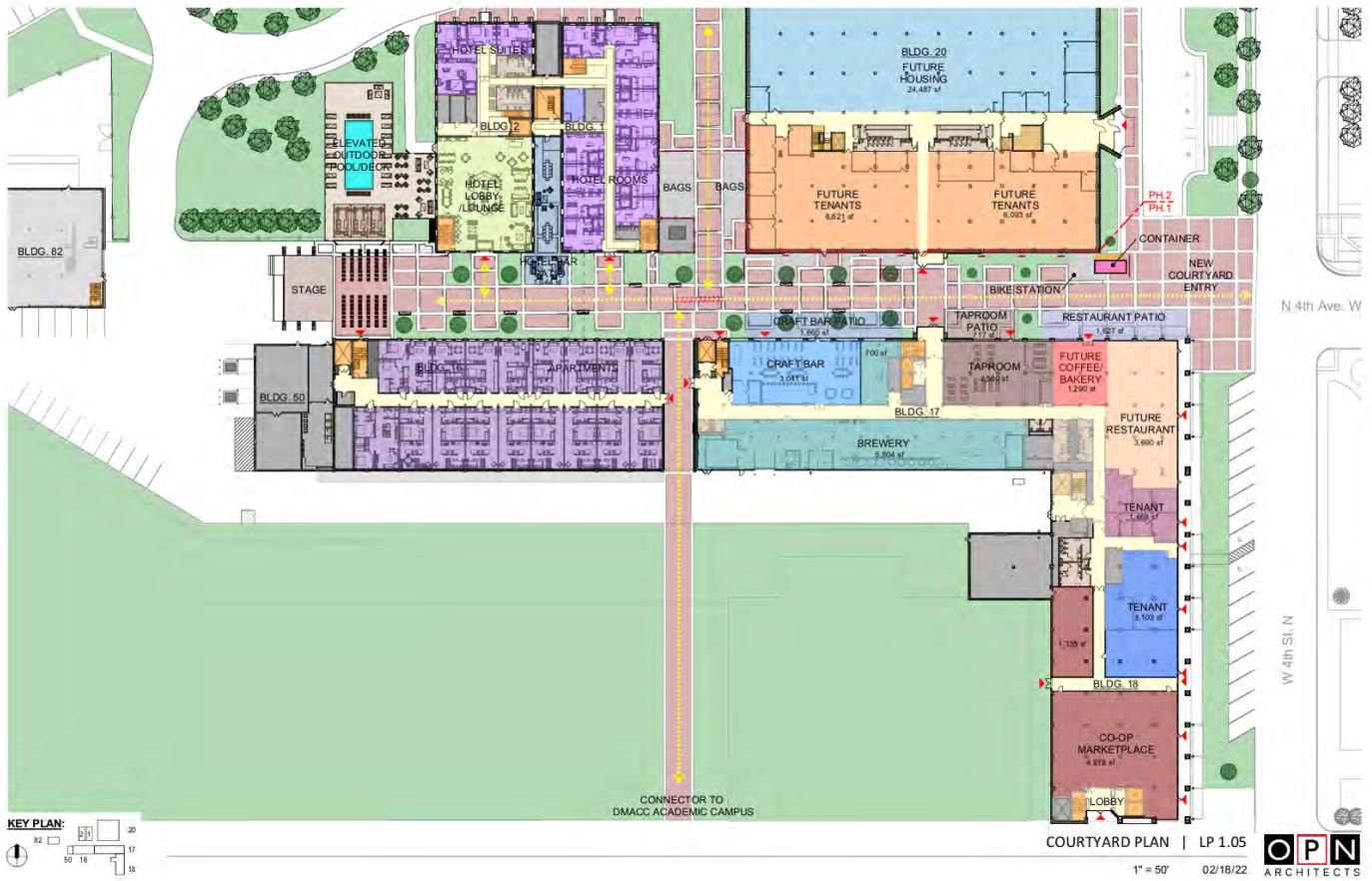


Figure 26 Derecho Damage



Figure 27 Hotel Concept Images - Upper Floor Lobby & Bar - Atrium

Legacy

2021.25

UPPER LEVEL LOBBY + BAR



VIEW FROM MAIN ENTRY - LOOKING NORTH

Legacy

2021.25

UPPER LEVEL LOBBY + BAR



Legacy

2021.25

UPPER LEVEL LOBBY + BAR



Legacy

2021.25

LOWER LEVEL LOBBY



Legacy

2021.25

LOWER LEVEL LOBBY



VIEW FROM ELEVATOR



VIEW FROM ENTRY

Legacy

2021.25

ATRIUM

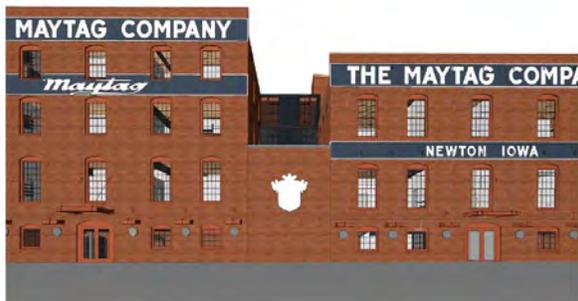


Figure 28 Legacy Courtyard Concept Renderings

Legacy Courtyard



SECTION E – Certification and Release of Information

SECTION E – Certification and Release of Information

I hereby give permission to the Iowa Economic Development Authority (IEDA) to engage in due diligence, make credit checks, contact the applicant's financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the state income tax, sales and use tax, and state tax credits involved with the Iowa Reinvestment District.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22).

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

FOR THE APPLICANT:



Brandon J. Talsma, Chair

17 Jan 2023
Date

APPENDIX

Appendix A, Resolution Establishing Reinvestment District

Resolution No 2023-04

RESOLUTION NO. 2023- 04

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN IOWA REINVESTMENT DISTRICT FOR THE NEWTON LEGACY DISTRICT

WHEREAS, Jasper County has become the applicant for the Newton Legacy Reinvestment District Application with the Iowa Economic Development Authority at the request of the City of Newton; and

WHEREAS, the Iowa Reinvestment Districts assists communities with transformative projects, and Jasper County in partnership with Des Moines Area Community College and with the City of Newton has identified a transformative project consisting of a hotel, event space, market rate apartments and infrastructure located in Downtown Newton ; and

WHEREAS, Newton's Reinvestment District projects will be completed by Christensen Development, Des Moines Area Community College, and the City of Newton; and

WHEREAS, the location of the proposed reinvestment district in Newton lies within the North Central Urban Renewal Area and the First Avenue East Urban Renewal Area; and

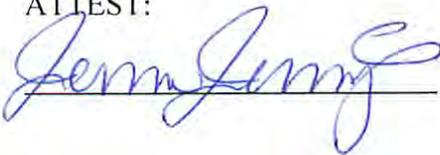
NOW, THEREFORE, be it resolved by the Jasper County Supervisors of Jasper County, Iowa, that the establishment of an Iowa Reinvestment District for the Newton Legacy District is hereby approved and the Chair of the Supervisors is authorized to sign the Iowa Reinvestment District application for submittal to Iowa Economic Development Authority.

PASSED this 17th day of January 2023

APPROVED this 17th day of January 2023


Brandon J. Talsma, Chair

ATTEST:



Appendix B, Urban Renewal Zone Documentation

The proposed district lies within two Urban Renewal Areas: North Central Urban Renewal Area, Figure 29 and a small area on the west end of the First Avenue East Urban Renewal Area, Figure 30. Full documentation of Urban Renewal Zones and Resolutions can be found below as Resolution 2019-053 and Resolution 2019-034.

Figure 29 - North Central Urban Renewal Area



Figure 30 - First Avenue East Urban Renewal Area



RESOLUTION NO. 87-46

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AND ADOPTING A NORTH CENTRAL AREA URBAN RENEWAL PLAN THEREFOR.

WHEREAS, this Council has directed City staff to determine whether certain areas located within the City should be designated as a new urban renewal area and tax increment district, and has approved a contract with Camiros, Ltd. of Chicago, Illinois for an in-depth study of whether such areas satisfy the criteria for designation of an urban renewal area under Iowa law and if so, to develop a proposed urban renewal plan for such area; and

WHEREAS, in satisfaction of this contract, Camiros, Ltd. has delivered its report finding that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has prepared a proposed North Central Area Urban Renewal Plan for the area described therein, which proposed Plan is attached hereto as Exhibit A; and

WHEREAS, the proposed boundary for this Urban Renewal Area includes:

A parcel of land located in parts of Sections 27, 28, 33 and 34 of Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, said parcel being all within the corporate limits of the City of Newton, Iowa, said parcel being more specifically described as follows:

Beginning at the intersection of the South right-of-way line of 1st Avenue West and the West right-of-way line of West 8th Street South in said City of Newton; thence Northerly along the Westerly right-of-way line of West 8th Street North to the North line of North 7th Avenue West; thence Northwesterly along the Northerly right-of-way line of Union Drive to the intersection of said Northerly line with the extension of the North right-of-way line of North 9th Avenue West; thence Easterly along said North line of North 9th Avenue West extended to the East right-of-way line of 1st Street North; thence Southerly along said East line to the North right-of-way line of North 8th Avenue East; thence Easterly along said North line to the extension of the East right-of-way line of East 4th Street North; thence Southerly along said East line to the South right-of-way line of North 6th Avenue East; thence Westerly along said South line to the East right-of-way line of East 3rd Street North; thence Southerly along said East line to South right-of-way line of North 4th Avenue East; thence Westerly along said South line to the East right-of-way line of East 2nd Street North; thence Southerly along said East line to the South right-of-way line of the vacated alley that runs East and West through Block 11 of the Original Plat of the City of Newton; thence Westerly along the South lines of the alleys in Blocks 10, 9 and 8 of said Original Plat to the East right-of-way line of the alley that runs North and South through Block 8 of said Original Plat; thence Southerly along said East alley line to the South right-of-way line of North 2nd Avenue West; thence

Westerly along said South line to the East right-of-way line of West 3rd Street North; thence Southerly along said East line to the South right-of-way line of the alley that runs East and West through Block 19 of said Original Plat; thence Westerly along said South alley line to the East right-of-way line of West 4th Street South; thence Westerly to the intersection of the West right-of-way line of West 4th Street South and the North line of the vacated alley in Outlot 12 of said Original Plat; thence Westerly along said North line of vacated and replatted alleys to the West right-of-way line of West 7th Street South; thence Northerly along said West line to the South right-of-way line of 1st Avenue West; thence westerly along said South line to the point of beginning.

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by said proposed Urban Renewal Plan to be known hereafter as the "North Central Area Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Plan and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval of an urban renewal project and an Urban Renewal Plan therefor; and

WHEREAS, creation of the North Central Area Urban Renewal Plan Area and adoption of the North Central Area Urban Renewal Plan therefor, attached hereto as Exhibit A, was approved by the Plan and Zoning Commission for the City on December 1, 1987, as being in conformity with the general plan for development of the City as a whole, as amended, as evidenced by its written report attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, by resolution adopted November 9, 1987, this Council set a public hearing on the adoption of the proposed North Central Area Urban Renewal Plan for its meeting of December 7, 1987 at 5:30 o'clock P.M. in the Council Chambers, City Hall, Newton, Iowa, and due and proper notice of said public hearing was given, as provided by law, by publication in the Newton Daily Press on November 20, 1987, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with said notice, all persons or organizations desiring to be heard on said proposed plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and said public hearing has been closed.

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

- 1. That the findings and conclusions set forth or contained in the "Urban Renewal Eligibility Report for the North Central Area, Newton, Iowa" submitted by Camiros, Ltd. of Chicago, Illinois in preparation for this Council's consideration of a proposed "North Central Area Urban Renewal Plan" for the area of the City of Newton, Iowa legally described and depicted on Exhibit A hereto and incorporated herein by reference (which area shall hereinafter be known as the "North Central Area Urban Renewal Plan Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

2. This Council further finds:

a. A feasible method exists for the location of families who will be displaced from the North Central Area Urban Renewal Plan Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b. The North Central Area Urban Renewal Plan conforms to the general plan of the City as a whole; and

c. As to those areas of open land included within the North Central Area Urban Renewal Plan Area to be acquired by the City:

(1) With reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums and other areas, including other portions of the Urban Renewal Area; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, and constitute a menace to the public health, safety, morals or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

(2) With reference to those portions thereof which are to be developed for non-residential uses, the City Council hereby determines that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

3. That the North Central Area Urban Renewal Plan Area is a blighted area within the meaning of Iowa Code § 403.17(9)(1987); that such area is appropriate and eligible for an Urban Renewal Project and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa, 1987; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

4. That the North Central Area Urban Renewal Plan, attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved and adopted as the "North Central Area Urban Renewal Plan for the North Central Area Urban Renewal Plan Area"; the North Central Area Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of said North Central Area Urban Renewal Plan with the proceedings of this meeting.

5. That the North Central Area Urban Renewal Plan for the North Central Area Urban Renewal Plan Area shall be in full force and effect from the date of this resolution until the first day of January 2012, both dates inclusive, and said Urban Renewal Plan shall be forthwith certified by the

City Clerk, along with a copy of this resolution, to the Recorder for Jasper County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 7th day of December, 1987.

By Alvin B. ...
Mayor

ATTEST:

By David P. Costanzo
City Clerk

Resolution No, 053

Newton / 504612-15 / UR Amend Hrg No Add's (North Central)

RESOLUTION NO. 053

Resolution to Approve Urban Renewal Plan Amendment for the North Central Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Newton, Iowa (the "City"), by prior resolution established the North Central Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the "Projects") in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of the City's Downtown Micro-grant Program; (ii) using tax increment financing to pay the costs of installing traffic signals; (iii) using tax increment financing to pay the costs of constructing improvements to a public parking lot; and (iv) using tax increment financing to pay certain costs related to remediation of contaminated conditions at the site of a former manufactured gas plant; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on March 18, 2019; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Jasper County and the Newton Community School District; the consultation meeting was held on the 28th day of February, 2019; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

Newton / 504612-15 / UR Amend Hrg No Add's (North Central)

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 18, 2019.

Mayor signature

Attest:

City Clerk signature

(Attach copy of the urban renewal plan amendment to this resolution.)

....

Upon motion and vote, the meeting adjourned.

Mayor signature

Attest:

City Clerk signature



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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

Newton/504612-15/UR Plan Amend

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT NORTH CENTRAL URBAN RENEWAL AREA

March, 2019

The Urban Renewal Plan (the "Plan") for the North Central Urban Renewal Area (the "Urban Renewal Area") is being amended for the purposes of identifying new urban renewal projects to be undertaken therein.

I) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Downtown Micro-Grant Program

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: March 18, 2019

Description of Program: The City acknowledges the importance of the success of local businesses and the alleviation of Blighted Conditions to the promotion of economic development in the City. The Downtown Micro-Grant Program is designed to provide public support to the development and improvement of local businesses in the Urban Renewal Area. The City will provide fiscal support to the Downtown Micro-Grant Program through the provision of economic development grants (the "Grants") to qualifying local businesses in the Urban Renewal Area.

The Grants will be targeted to assist local business owners with building (i) facade improvement projects; (ii) interior building improvements; and (iii) other projects approved by the City staff. The City Staff will develop appropriate materials, including agreements and applications, for the administration of the Downtown Micro-Grant Program.

Description of Use of TIF: The Grants will be funded with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Downtown Micro-Grant Program will not exceed \$350,000, over the course of the City's 2020 through 2025 fiscal years.

4829-0819-93042

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B.

Name of Project: Traffic Signals Installation Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: March 18, 2019

Description of Project and Project Site: The Traffic Signals Installation Project will consist of the installation of traffic signals in the Urban Renewal Area along 1st Avenue.

It is expected that the completed Traffic Signals Installation Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Traffic Signals Installation Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Traffic Signals Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Traffic Signals Installation Project will not exceed \$1,100,000.

C.

Name of Project: Municipal Parking Lot Improvements Project (the "Parking Lot Project")

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: March 18, 2019

Description of Project and Project Site: The Municipal Parking Lot Improvements Project (the "Parking Lot Project") will consist of the construction of improvements to the municipal parking lot situated on the corner of West 3rd Street South and North 2nd Avenue West, including: (i) the resurfacing of the existing parking lot; (ii) the construction of curb and gutter improvements; (iii) the installation of lighting; (iv) and the incidental utility, landscaping, site clearance and cleanup work. The Parking Lot Project will improve public parking spaces for commercial enterprises situated in the City's downtown.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easements and other real property interests as are necessary to successfully undertake the Parking Lot Project.

4829-0819-93042

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HEARING ON AND APPROVAL OF 2019 AMENDMENT TO THE NORTH CENTRAL URBAN RENEWAL AREA

504612-15

Newton, Iowa

March 18, 2019

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Parking Lot Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Parking Lot Project will not exceed \$261,000.

D.

Name of Project: Manufactured Gas Plant Remediation Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: March 18, 2019

Description of the Project and Project Location: The City owns certain real property (the "Gas Plant Property") situated near W. 3rd Street North and 6th Avenue West that previously served as the site of a manufactured gas plant. The Manufactured Gas Plant Remediation Project will include (1) the hiring of professional consultants to undertake certain monitoring, testing and assessment activities to determine the level of contamination of the Gas Plant Property; and (2) the remediation of contamination of the Gas Plant Property.

The Manufactured Gas Plant Remediation Project will contribute to the alleviation of conditions of blight in the Urban Renewal Area and the promotion of economic development on the real property situated adjacent to the Gas Plant Property.

Description of Use of TIF: It is anticipated that the City will pay for the Manufactured Gas Plant Remediation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Manufactured Gas Plant Remediation Project will not exceed \$150,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$40,744,335</u>
Outstanding general obligation debt of the City:	<u>\$27,479,729</u>
Proposed maximum indebtedness to be incurred in connection with this March, 2019 Amendment*:	<u>\$ 1,861,000</u>

*Plus any interest expense incurred by the City on borrowing undertaken for the funding of any project included in this March, 2019 Amendment.

4829-0819-93042

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Newton, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the North Central Urban Renewal Area in the City of Newton, Iowa.

WITNESS MY HAND this 19th day of March, 2019.

Skatuna Davis
City Clerk

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member Chapé moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the North Central Urban Renewal Area," seconded by Council Member Hallam. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Chapé, Hallam, Trotter, Mullen, Stonner
Nays: None

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



March 12, 2019

VIA EMAIL

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: 2019 Amendment to the North Central Urban Renewal Area
Our File No. 504612-15

Dear Matt:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2019 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Katrina Davis
Lisa Frasier

801 Grand Avenue | Suite 4100 | Des Moines, IA | 50309-2790 | T 515.283.1000 | F 515.283.1060 | dorsey.com

Resolution 2019-034

Newton/504612-12/Hold Hrg & App UR Area New/TIF Ord 2 Cons

RESOLUTION NO. ²⁰¹⁹⁻034

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan and Project for the 1st Avenue East Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa, the "Urban Renewal Law," a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, it has been proposed by the City Council of the City of Newton, Iowa, (the "City") that the 1st Avenue East Urban Renewal Area (the "Urban Renewal Area") be established on the property (the "Property") described on Exhibit A to this Resolution; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Urban Renewal Area to be an economic development area; and

WHEREAS, evidence of conditions of blight on the Property, and the substantial risk of spread of such conditions, warrant finding the Property to be in need of blight alleviation initiatives; and

WHEREAS, a proposed urban renewal plan (the "Plan") has been prepared for the governance of projects and initiatives to be undertaken on the Property and which authorizes certain initial urban renewal projects to be undertaken therein consisting of (i) using tax increment financing to pay the costs of the Historic Home Rehabilitation Program; (ii) using tax increment financing to pay the costs of the Commercial Façade Improvements Program; (iii) using tax increment financing to pay the costs of streetscaping, street lighting and sidewalk improvements along 1st Avenue East; (iv) using tax increment financing to pay the costs of acquiring certain real property and demolishing existing buildings thereon in order for such property to serve as the site for future development; and (v) using tax increment financing to pay the costs of the City's Urban Renewal Administration and Professional Support Program; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the Plan and project for the Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the City Council has conducted said hearing on February 18, 2019; and

WHEREAS, the Plan was submitted to and commented on by the Planning and Zoning Commission of the City; and

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Newton/504612-12/Hold Hrg & App UR Area New/TIF Ord 2 Cons

WHEREAS, copies of the Plan, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan were mailed to Jasper County and the Newton Community School District; the consultation meeting was held on the 14th day of February, 2019; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area and blighted area as defined in Chapter 403 of the Code of Iowa is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the 1st Avenue East Urban Renewal Area.

Section 3. The development and redevelopment of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

- A. The Plan conforms to the general plan of the municipality as a whole;
- B. Proposed development and redevelopment in the Urban Renewal Area is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives;
- C. Proposed blight alleviation and prevention programs in the Urban Renewal Area are necessary to restore the property to its highest and best use and to prevent the spread of urban blight; and
- D. It is not anticipated that persons or families will be displaced in connection with any projects to be undertaken by the City in the Urban Renewal Area. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Plan for the Urban Renewal Area is made a part hereof and is hereby in all respects approved in the form presented to this City Council, and the proposed projects described in the Plan are hereby in all respects approved.

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

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

Passed and approved February 18, 2019.

[Signature]
Mayor

Attest:

[Signature]
City Clerk



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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

1ST AVENUE EAST URBAN RENEWAL AREA DESIGNATION AND PLAN HEARING

504612-12

Newton, Iowa

February 18, 2019

The City Council of the City of Newton, Iowa, met on February 18, 2019, at 6:00 o'clock, p.m., at the City Hall Council Chambers Newton, Iowa, for the purpose of conducting a public hearing on the designation of an urban renewal area and on a proposed urban renewal plan and projects. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: *George, Hallam, Stonner, Trotter, Mullan, Chape'*

Absent: *None*

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on the designation of the 1st Avenue East Urban Renewal Area and on an urban renewal plan and projects for the Area had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member *Chape'* moved the adoption of a resolution entitled "Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan and Projects for the 1st Avenue East Urban Renewal Area," seconded by Council Member *Hallam*. After due consideration, the Mayor put the question on the motion and the roll being called, the following named members of the Council voted:

Ayes: *Chape', Hallam, George, Stonner, Trotter, Mullan*

Nays: *None*

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

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Minutes of Meeting
Newton Planning and Zoning Commission
City of Newton Council Chamber
101 West 4th Street South, Newton, IA

February 5, 2019

ROLL CALL: Board members present: G. Berndt, Cantu, Repp, Poyter, Woody

Board members absent: Wade, J. Berndt

STAFF PRESENT: Erin Chambers, Director of Planning and Zoning

A quorum being present, Chair Poynter called the meeting to order at 5:00 PM.

In accordance with the Americans with Disabilities Act, Chair Don Poynter questioned if there was anyone present that may require special assistance in being able to participate in this public meeting. There was no response.

Minutes. Minutes of the previous meeting of December 4, 2018 were reviewed. Motion by G. Berndt, seconded by Cantu to approve the minutes of the previous meeting with the following correction: Delete "G" before Woody under Adjournment on page 2. Approved 5-0.

Public Hearing. None.

New Business.

A. First Avenue Urban Renewal Area Plan

Staff reviewed the proposed new urban renewal area. Staff reviewed elements of the plan against the comprehensive plan. Discussion on the creation of urban renewal areas in general and economic development tools they offer.

Motion by Woody, seconded by G. Berndt finding that the First Avenue Urban Renewal Area is consistent with the adopted comprehensive plan. Roll Call Vote: 5-0. Approved.

Old Business. None.

Adjournment. Motion by Repp to adjourn the meeting and seconded by Woody. Approved 5-0. Meeting was adjourned at 5:16 PM.

EXHIBIT A
LEGAL DESCRIPTION
1ST AVENUE EAST URBAN RENEWAL AREA

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

The following described areas in the NW ¼ of Section 34, Township 80 North, Range 19 West: Subdivision of Out Lots 24 and 25; Lots 6 through 9, Out Lot 23; Plat of Lots C & D, Out Lot 23; and Plat of Lots A & B, Out Lot 23; all in Newton Original Town Plat; Blanchard's Subdivision, Newton, Iowa; and all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels except the E 4th St; N and E 4th St S right-of-way.

and
The following described areas in the NE ¼ of Section 34, Township 80 North, Range 19 West: Blocks 1 through 5 and Out Lots A through H, Hartzel's Addition; Lots 1 through 9, Plat of Block B, East Addition; Lots A through G, Subdivision of Lot 14, East Addition; Lots 1 through 6 and Parcel A of Lots 5 and 6, Subdivision of Lot 13, East Addition; Lots 1 through 7, Plat of Block A, East Addition; Lots 1 through 6, Lots 9 through 12, and Lots A through C of the subdivision of Lots 7 and 8, Lee's Subdivision of Lot 15 of East Addition; Lots 1 through 7, Lee's Subdivision of Lot 7 of East Addition; Lots 1 through 7 and Out Lot B, Stafford Subdivision; Lots 7 through 13, Plat of Block C of East Addition; Lots G, H, K, and L of the Plat of Lots A through H of Lot 7, East Addition; Lots M through R, subdivision of Lot B of the Plat of Lots A through H of Lot 7, East Addition; Lots C through F, Plat of Lots A through H of Lot 7, East Addition; Lots 1 through 6, subdivision of Lot 8 of East Addition; Lots 2 through 17, Mershon's Addition; the entire Plat of Lots A through E of East Addition and Lots 1 through 17 of Mershon's Addition; Lots F and G, subdivision of Lot A of East Addition; the entire abandoned railroad right-of-way parcel lying generally south of and immediately adjacent to Lots 6, 11, and 16 of Mershon's Addition; the entire abandoned E 11th St S right-of-way in Mershon's Addition; Lots 35 through 69 and the Out Lot for the private street known as Cardinal Court, Plat of Block B, South East Addition; Lots 11 through 30 and Lots 33 through 34, Plat of Block A, South East Addition; Lots 70 through 73, subdivision of Lots 31 and 32, Plat of Block A, South East Addition; Lots 1 through 6, Ritter's Subdivision; Lots 1 and 2 of Block B, and Blocks C and D, all of Sturdevant's Subdivision; Lots 1 through 16 and private street known as Bungalow Court internal to said Lots 1 through 16, Engle's Subdivision; Lots 17 through 28, Engle's Subdivision; Lots 1 through 7, Bennett's Subdivision; entire Plat of Lots P, Q, R, 11, and 13 of Jones' Subdivision; Lots A through C, Lots F through H, and Lots K through N, Jones' Subdivision; Lots 1 through 8 of the Subdivision of Block O, Jene's Subdivision; and all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels.

and
The following described areas in the NW ¼ of Section 35, Township 80 North, Range 19 West: Lots 11 and 12 of the Subdivision of Lots 4 through 7, and Lots 1 through 3, all in

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

Taylor's Subdivision; Lots 1 through 12, Meek's Subdivision; Lots 1 through 16, Block 5, Belmont Park; Lots 1 through 16, Block 4, Belmont Park; the south 165.00 feet of Lot M, and Lot N, both in the Subdivision of the NW ¼, NW ¼, Section 35-80-19; Lot 1 and Out Lot A, Nelson Manor Addition; Lots 1 and 40, Dennison & Partridge Subdivision; Lot 59, Dennison & Partridge Subdivision Plat 2; Lots 3 through 7 and Lot A, Subdivision of the NE ¼, NW ¼, Section 35-80-19; Lots 1 and 2 of the Subdivision of Lot 1, Lots 2 through 4, and Lot A of Winpower Addition; Lots 3 through 6 of the Replat of Lot G, Subdivision of the SW ¼, NW ¼, Section 35-80-19; Lots 1 through 5, Scharf's Addition; Lots 1 and 2, Bearybrook Subdivision; Lot H, Subdivision of the SW ¼, NW ¼, Section 35-80-19; Part of the Subdivision of Lot M of the SW ¼, NW ¼, Section 35-80-19 beginning 40 feet west of the NE corner of said Lot M, thence west 125 feet, thence south 120 feet, thence southeasterly to a point 226.93 south of NE corner of said Lot M; Parcel A-6 in the SE ¼, NW ¼, Section 35-80-19; Lots 1 through 3, Synhorst Addition; Lots 4 and 5 and the north 192 feet of Lot 3, Ritter's Subdivision; and all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels.

and
The following described areas in the NE ¼ of Section 35, Township 80 North, Range 19 West: Lots B through H of the Auditor's Plat of the NW ¼, NE ¼, Section 35-80-19; Lots 1 through 8, Fairmeadows Addition Phase 6; the north 1,317.8 feet of the east 350.6 feet of the Subdivision of the Ne ¼, NE ¼, Section 35-80-19; Lots 1 and 2, Block B, Morgan's Acres; Lots 1 through 5, Lot 9, and Lot D, all in Block Q, Aurora Heights Subdivision No. 5; Lots 1 through 6, Subdivision of the East ¼, N ½, SE ¼, NE ¼, Section 35-80-19; and all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels.

and
The following described areas in the NW ¼ of Section 36, Township 80 North, Range 19 West: Lots 4 through 10, Block 1, Eastgate Place; Lots 1 and 2, Sundance Addition; the north ½, NW ¼, Section 36-80-19 except Sundance Addition; the west 820 feet of the south 660 feet of the NW ¼, NW ¼, Section 36-80-19; and all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels;

with all of the above described areas lying within the City of Newton, Jasper County, Iowa.

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

.....
Upon motion and vote, the meeting adjourned.



Mayor

Attest:



City Clerk

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Newton, Iowa, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating an urban renewal area and approving the urban renewal plan and projects for the 1st Avenue East Urban Renewal Area in the City.

WITNESS MY HAND this 26th day of February, 2019.



City Clerk

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan.)

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

Appendix C, Names and Addresses of Parcel Owners

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834142010	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142011	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142012	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142013	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142014	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142015	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142016	Z & K LLC (Deed)	106-108 1ST ST N			NEWTON, IA 50208
0834142017	AMJ HOLDINGS LLC (Deed)	139 AMSTERDAM DR			PELLA, IA 50219
0834142018	% CALDWELL CALDWELL & CALDWELL (Mail To)	PLC	102 FIRST STREET NORTH		NEWTON, IA 50208
0834142018	CALDWELL BUSINESS PROPERTIES LLC (Deed)	211 1 AVE W	102 FIRST STREET NORTH		NEWTON, IA 50208
0834142019	ESAK INC (Deed)	100 1 ST N			NEWTON, IA 50208
0834142020	MULBROOK, JUDITH E (Deed)	101 S 8 AVE W			NEWTON, IA 50208
0834142021	JOHNSON, DANIEL C (Deed)	378 11TH AVE			SAN FRANCISCO, CA 94118
0834113018	OTTO PROPERTIES LLC (Deed)	PO BOX 1356			NEWTON, IA 50208
0834109017	COLUMBUS CLUB (Deed)	PO BOX 1165			NEWTON, IA 50208
0834109018	JENCOR LLC (Deed)	202 N 2ND AVE W			NEWTON, IA 50208
0833229005	DES MOINES AREA COMMUNITY COLLEGE (Deed)	2006 S ANKENY BLVD	BUILDING 22		ANKENY, IA 50023
0834107002	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0833227016	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0827354009	DES MOINES AREA COMMUNITY COLLEGE (Deed)	2006 ANKENY BLVD			ANKENY, IA 50023
0827354008	CENTRE FOR ARTS & ARTISTS (Deed)	501 W 3RD ST N			NEWTON, IA 50208-3022
0834109001	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834109020	BANK IOWA INC (Deed)	PO BOX 269	500 E HWY 24		LAWLER, IA 52154
0834105004	PI FOUNDATION (Deed)	202 N 3RD AVE W			NEWTON, IA 50208-3037
0834106007	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834110018	ANDERSON, TUCKER L P (Deed)	10654 JUSTIN DRIVE			URBANDALE, IA 50322
0834110002	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834110003	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834110004	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834110005	FIRST NEWTON NATIONAL BANK (Deed)	PO BOX 489			NEWTON, IA 50208
0834110006	TERPSTRA, BONNIE J (Deed)	7198 E 36 ST S			NEWTON, IA 50208
0834110006	TERPSTRA, TODD M (Deed)	7198 E 36 ST S			NEWTON, IA 50208
0834110007	NEWTON ELITE PROPERTIES LLC (Deed)	3173 HWY T-12 N			NEWTON, IA 50208

Iowa Reinvestment District

Property Owners

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ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834110008	HELMS INC (Deed)	120 N 2 AVE W			NEWTON, IA 50208
0834110009	SORBELLA, NANCY NISKIN (Deed)	619 1 AVE W			NEWTON, IA 50208
0834110009	NISKIN, MARY JO (Deed)	619 1 AVE W			NEWTON, IA 50208
0834110010	MURPHY, MARILYN K (Deed)				
0834110010	MURPHY, C F (Deed)	6901 PECKHAM ST #318			JOHNSTON, IA 50131
0834110011	MYG L C (Deed)	101 1 AVE W			NEWTON, IA 50208
0834110011	ADAMS, BRADLEY S (Contract)	114 N 2 AVE W			NEWTON, IA 50208
0834110011	ADAMS, EUGENIA A (Contract)	114 N 2 AVE W			NEWTON, IA 50208
0834110012	KUNKEL, JOANNE D (Deed)	112 N 2 AVE W			NEWTON, IA 50208
0834110012	KUNKEL, MARTY J (Deed)	112 N 2 AVE W			NEWTON, IA 50208
0834110013	WHEELER, AVANA M (Deed)	110 N 2ND AVE W			NEWTON, IA 50208
0834110013	WHEELER, LOREN G (Deed)	110 N 2ND AVE W			NEWTON, IA 50208
0834110014	FIRST NEWTON NATIONAL BANK (Deed)	PO BOX 489			NEWTON, IA 50208
0834110015	FIRST NEWTON NATIONAL BANK (Deed)	PO BOX 489			NEWTON, IA 50208
0834152001	HULSIZER, DAVID A (Deed)	2454 SAND RD			MARSHALLTOWN, IA 50158
0834154006	MYG LC (Deed)	101 1ST AVE W			NEWTON, IA 50208
0834154006	CAVALIER KING LC (Contract)	10240 NE 76TH AVE			MITCHELLVILLE, IA 50169
0834154007	PENCE, LEVI (Deed)	PO BOX 576			NEWTON, IA 50208-0576
0834154008	WALKER, KIMBERLY (Deed)	101 1ST AVE W			NEWTON, IA 50208
0834154008	WALKER, SHANE (Deed)	101 1ST AVE W			NEWTON, IA 50208
0834154008	SMITH, TROY BRADLEY (Deed)	101 1ST AVE W			NEWTON, IA 50208
0834154008	SMITH, DONNA JO (Deed)	101 1ST AVE W			NEWTON, IA 50208
0834154008	SMITH, KEN J (Deed)	101 1ST AVE W			NEWTON, IA 50208
0834154008	ROGERS-SELL, CINDY (Contract)	5427 HWY T-12 N			NEWTON, IA 50208
0834154009	CUPPLES, DEBRA (Deed)	2713 HWY 14 S			NEWTON, IA 50208
0834154009	CUPPLES, DANNY L (Deed)	2713 HWY 14 S			NEWTON, IA 50208
0834154010	AAL LC (Deed)	101 1 AVE W			NEWTON, IA 50208
0834154012	U S BANK N A (Deed)	PO BOX 460169			HOUSTON, TX 77056
0834154013	U S BANK N A (Deed)	PO BOX 460169			HOUSTON, TX 77056
0834134001	PARSONS, GARY D (Deed)	222 1 ST N			NEWTON, IA 50208
0834134001	PARSONS, KAY L (Deed)	222 1 ST N			NEWTON, IA 50208
0834134001	PARSONS, CRYSTAL C (Contract)	222 1 ST N			NEWTON, IA 50208
0834134001	PARSONS, KEVIN G (Contract)	222 1 ST N			NEWTON, IA 50208

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Property Owners

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ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834134002	PARSONS, CRYSTAL C (Contract)	222 1 ST N			NEWTON, IA 50208
0834134002	PARSONS, KAY L (Deed)	222 1 ST N			NEWTON, IA 50208
0834134002	PARSONS, GARY D (Deed)	222 1 ST N			NEWTON, IA 50208
0834134002	PARSONS, KEVIN G (Contract)	222 1 ST N			NEWTON, IA 50208
0834134015	AMBROSON, DIANNA R (Deed)	212 1 ST N			NEWTON, IA 50208
0834134015	AMBROSON, LARRY M (Deed)	212 1 ST N			NEWTON, IA 50208
0834134005	ELLIS, MARGARET (Deed)	1005 S 29TH AVE E			NEWTON, IA 50208
0834134005	ANDERSON, CASSIE (Contract)	111 N 3RD AVE E			NEWTON, IA 50208
0834134005	ELLIS, DAN (Deed)	1005 S 29TH AVE E			NEWTON, IA 50208
0834134005	ANDERSON, NATHAN (Contract)	111 N 3RD AVE E			NEWTON, IA 50208
0834113005	JASPER COUNTY (Deed)	PO BOX 944			NEWTON, IA 50208
0834113006	CLEMON-MAKI BUILDING PRTNSH (Deed)	220 1 AVE W			NEWTON, IA 50208
0834113007	FITZGERALD JULIE ANN (Deed)	6882 CONE ST			NEWTON, IA 50208
0834113008	MAJOR BRANDS APPLIANCE SERVICES LLC (Deed)	214 1 AVE W			NEWTON, IA 50208
0834113017	OTTO PROPERTIES LLC (Deed)	PO BOX 1356			NEWTON, IA 50208
0834113010	EX NIHILO LLC (Deed)	3111 SW 37TH ST			DES MOINES, IA 50321
0834113011	MATTINGLY, PAUL A (Deed)	113 W 2ND ST N			NEWTON, IA 50208
0834113012	BRAL, DAVE L (Deed)				
0834113012	STANFORD, JULI (Deed)	1007 480TH AVE			MONTEZUMA, IA 50171
0834113013	PLUMB, RANDY L (Deed)	109 W 2 ST N			NEWTON, IA 50208
0834113014	PLUMB, RANDY (Deed)	109 W 2 ST N			NEWTON, IA 50208
0834113016	A.F. & A.M. LODGE 59 (Deed)	208 1 AVE W			NEWTON, IA 50208
0834114001	JASPER COUNTY (Deed)	PO BOX 944			NEWTON, IA 50208
0834152002	V F W POST 1655 (Deed)	PO BOX 156			NEWTON, IA 50208
0834152003	PRYKE, JENNIFER L (Deed)				
0834152003	PRYK, JAMES R (Deed)	1108 N 3 AVE W			NEWTON, IA 50208
0834152004	VANDUSSELDORP INC (Deed)	1525 W 112 ST N			COLFAX, IA 50054
0834176002	ARCADE REAL ESTATE INVESTMENTS (Deed)	111 1 AVE E			NEWTON, IA 50208
0834176003	ARCADE REAL ESTATE INVESTMENTS (Deed)	111 1 AVE E			NEWTON, IA 50208
0834176004	POUR BASTARDS LLC (Deed)	113 1ST AVE W			NEWTON, IA 50208
0834176005	MCADOO, MARCIA L (Deed)				
0834176005	MCADOO, MARK W (Deed)	2806 NW 3RD ST			ANKENY, IA 50023
0834176006	RIGGS, LINDA (Deed)	117 1ST AVE E			NEWTON, IA 50208

Iowa Reinvestment District

Property Owners

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ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834134002	PARSONS, CRYSTAL C (Contract)	222 1 ST N			NEWTON, IA 50208
0834134002	PARSONS, KAY L (Deed)	222 1 ST N			NEWTON, IA 50208
0834134002	PARSONS, GARY D (Deed)	222 1 ST N			NEWTON, IA 50208
0834134002	PARSONS, KEVIN G (Contract)	222 1 ST N			NEWTON, IA 50208
0834134015	AMBROSON, DIANNA R (Deed)	212 1 ST N			NEWTON, IA 50208
0834134015	AMBROSON, LARRY M (Deed)	212 1 ST N			NEWTON, IA 50208
0834134005	ELLIS, MARGARET (Deed)	1005 S 29TH AVE E			NEWTON, IA 50208
0834134005	ANDERSON, CASSIE (Contract)	111 N 3RD AVE E			NEWTON, IA 50208
0834134005	ELLIS, DAN (Deed)	1005 S 29TH AVE E			NEWTON, IA 50208
0834134005	ANDERSON, NATHAN (Contract)	111 N 3RD AVE E			NEWTON, IA 50208
0834113005	JASPER COUNTY (Deed)	PO BOX 944			NEWTON, IA 50208
0834113006	CLEMON-MAKI BUILDING PRTNSH (Deed)	220 1 AVE W			NEWTON, IA 50208
0834113007	FITZGERALD JULIE ANN (Deed)	6882 CONE ST			NEWTON, IA 50208
0834113008	MAJOR BRANDS APPLIANCE SERVICES LLC (Deed)	214 1 AVE W			NEWTON, IA 50208
0834113017	OTTO PROPERTIES LLC (Deed)	PO BOX 1356			NEWTON, IA 50208
0834113010	EX NIHILO LLC (Deed)	3111 SW 37TH ST			DES MOINES, IA 50321
0834113011	MATTINGLY, PAUL A (Deed)	113 W 2ND ST N			NEWTON, IA 50208
0834113012	BRAL, DAVE L (Deed)				
0834113012	STANFORD, JULI (Deed)	1007 480TH AVE			MONTEZUMA, IA 50171
0834113013	PLUMB, RANDY L (Deed)	109 W 2 ST N			NEWTON, IA 50208
0834113014	PLUMB, RANDY (Deed)	109 W 2 ST N			NEWTON, IA 50208
0834113016	A.F. & A.M. LODGE 59 (Deed)	208 1 AVE W			NEWTON, IA 50208
0834114001	JASPER COUNTY (Deed)	PO BOX 944			NEWTON, IA 50208
0834152002	V F W POST 1655 (Deed)	PO BOX 156			NEWTON, IA 50208
0834152003	PRYKE, JENNIFER L (Deed)				
0834152003	PRYK, JAMES R (Deed)	1108 N 3 AVE W			NEWTON, IA 50208
0834152004	VANDUSSELDORP INC (Deed)	1525 W 112 ST N			COLFAX, IA 50054
0834176002	ARCADE REAL ESTATE INVESTMENTS (Deed)	111 1 AVE E			NEWTON, IA 50208
0834176003	ARCADE REAL ESTATE INVESTMENTS (Deed)	111 1 AVE E			NEWTON, IA 50208
0834176004	POUR BASTARDS LLC (Deed)	113 1ST AVE W			NEWTON, IA 50208
0834176005	MCADOO, MARCIA L (Deed)				
0834176005	MCADOO, MARK W (Deed)	2806 NW 3RD ST			ANKENY, IA 50023
0834176006	RIGGS, LINDA (Deed)	117 1ST AVE E			NEWTON, IA 50208

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ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834134011	TYLER, JOAN (Deed)	1210 S 14TH AVE W			NEWTON, IA 50208
0834134012	HOTEL MAYTAG INVESTORS LLC (Deed)	696 18TH ST			DES MOINES, IA 50314
0834134013	LEDERMAN BROS PROPERTY (Deed)	MANAGEMENT CO L L C	712 SYCAMORE ST		WATERLOO, IA 50703
0834134014	HER BABY LTD (Deed)	1005 S 29TH AVE E			NEWTON, IA 50208
0834134014	KAYLA'S PROPERTIES LLC (Contract)	128 N 2ND AVE E			NEWTON, IA 50208
0834138001	HOTEL MAYTAG INVESTORS LLC (Deed)	696 18TH ST			DES MOINES, IA 50314
0834138002	Z & K LLC (Deed)	1203 S 12 AVE W			NEWTON, IA 50208
0834138009	BRUNS, GREGORY J (Deed)	PO BOX 68	112 1 AVE E		NEWTON, IA 50208
0834138006	CARMICHAEL, JERRY JOE (Deed)	114 1 AVE E			NEWTON, IA 50208
0834138007	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834139004	NEWS PRINTING CO (Deed)	200 1 AVE E			NEWTON, IA 50208
0834139005	NEWS PRINTING CO (Deed)	200 1 AVE E			NEWTON, IA 50208
0834139006	MCCORMICK, PAMELA S (Deed)	1003 W 16 ST S			NEWTON, IA 50208
0834139006	MCCORMICK, ROBERT H (Deed)	1003 W 16 ST S			NEWTON, IA 50208
0834139007	MCCORMICK, PAMELA SUE (Deed)	1003 W 16 ST S			NEWTON, IA 50208
0834139007	MCCORMICK, ROBERT H M (Deed)	1003 W 16 ST S			NEWTON, IA 50208
0834140018	FAMILY VIDEO MOVIE CLUB INC (Deed)	1022 E ADAMS			SPRINGFIELD, IL 62703
0834177005	SANDHOLM, JOHN PAUL REVOCABLE TRUST (Deed)	1113 W 18TH ST S			NEWTON, IA 50208
0834177005	RIGGS, RYAN F (Contract)	1305 W 62ND ST S			NEWTON, IA 50208-9098
0834177006	BROWN, J DOUGLAS DECLARATION OF TRUST (Deed)	2106 MILTON AVE			DES MOINES, IA 50317
0834142002	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142003	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142004	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142005	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142006	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142007	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834178001	SANDHOLM, JOHN PAUL REVOCABLE TRUST (Deed)	1113 W 18TH ST S			NEWTON, IA 50208
0834178001	RIGGS, RYAN F (Contract)	1305 W 62ND ST S			NEWTON, IA 50208-9098
0834178002	SANDHOLM, JOHN PAUL REVOCABLE TRUST (Deed)	1113 W 18TH ST S			NEWTON, IA 50208
0834178002	RIGGS, RYAN F (Contract)	1305 W 62ND ST S			NEWTON, IA 50208-9098
0834178011	GRABER, JANET (Deed)	423 S 2 AVE E			NEWTON, IA 50208
0834178011	GRABER, RICHARD (Deed)	423 S 2 AVE E			NEWTON, IA 50208
0834178005	GRABER, JANET M (Deed)	423 S 2 AVE E			NEWTON, IA 50208

Iowa Reinvestment District

Property Owners

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ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834178005	GRABER, RICHARD (Deed)	423 S 2 AVE E			NEWTON, IA 50208
0834179001	NEW STAR NEWTON LLC (Deed)	3138 FIELDSTONE CT SE			ALTOONA, IA 50009-9437
0834109019	KOENEN PROPERTIES LLC (Deed)	200 N 2 AVE W			NEWTON, IA 50208
0834109011	CHEDESTER PROPERTIES LLC (Deed)	1301 BROAD ST			DES MOINES, IA 50315
0834109012	KOENEN PROPERTIES LLC (Deed)	200 N 2 AVE W			NEWTON, IA 50208
0834109013	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0834109021	CB HOLDINGS LLC (Deed)	208 N 2ND AVE W			NEWTON, IA 50208
0834104003	JASPER COUNTY, IOWA (Deed)	101 1ST ST N			NEWTON, IA 50208
0834108012	KISHAN HOSPITALITY LLC (Deed)	115 BLUE JAY DR	SUITE 101		LIBERTY, MO 64068
0834153001	CREECH REAL ESTATE LLC (Deed)	1205 S 11TH AVE E			NEWTON, IA 50208
0834153002	CREECH REAL ESTATE LLC (Deed)	1205 S 11TH AVE E			NEWTON, IA 50208
0834153003	HOLTkamp, PANDORA M (Deed)	215 1 AVE W			NEWTON, IA 50208
0834153003	HOLTkamp, DANIEL J (Deed)	215 1 AVE W			NEWTON, IA 50208
0834153004	KUNKEL/PRENDERGAST L L C (Deed)	3173 HWY T-12 N			NEWTON, IA 50208
0834153005	CALDWELL BUSINESS PROPERTIES LLC (Deed)	211 1 AVE W			NEWTON, IA 50208
0834153006	CALDWELL BUSINESS PROPERTIES LLC (Deed)	211 1 AVE W			NEWTON, IA 50208
0834153007	KUNKEL/PRENDERGAST L L C (Deed)	3173 HWY T-12 N			NEWTON, IA 50208
0834153008	VS INVESTMENTS LLC (Deed)	909 S 5TH AVE W			NEWTON, IA 50208
0834153012	GG 115 LLC (Deed)	1500 S 12TH AVE W			NEWTON, IA 50208
0834154001	U S BANK N A (Deed)	PO BOX 460169			HOUSTON, TX 77056
0834154002	MATTES ENTERPRISES LLC (Deed)	119 1 AVE W			NEWTON, IA 50208
0834154003	CRH PROPERTIES LLC (Deed)	2101 W 21ST ST N			NEWTON, IA 50208
0834154004	VASQUEZ, IONE (Deed)	2689 E 60 ST S			NEWTON, IA 50208
0834154005	GREATER NEWTON AREA (Deed)	113 1 AVE W			NEWTON, IA 50208
0834176001	MUTA ENT LLC (Deed)	101 1ST ST E			NEWTON, IA 50208
0834142001	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142008	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834142009	MEASE LLC (Deed)	13010 SHAWNEE MISSION PARKWAY			SHAWNEE MISSION, KS 66216
0834110017	JDAC LLC (Deed)	121 N 3RD AVE W			NEWTON, IA 50208
0833229004	DES MOINES AREA COMMUNITY COLLEGE (Deed)	2006 S ANKENY BLVD	BUILDING 22		ANKENY, IA 50023
0833229003	DES MOINES AREA COMMUNITY COLLEGE (Deed)	2006 ANKENY BLVD			ANKENY, IA 50023
0834107003	CITY OF NEWTON (Deed)	PO BOX 399			NEWTON, IA 50208
0833227012	DES MOINES AREA COMMUNITY (Deed)	COLLEGE ATTN: ROB DENSON	2006 S ANKENY BLVD BLDG 22		ANKENY, IA 50023

Iowa Reinvestment District

Property Owners

Page 6 of 7

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip
0834105005	LION DEVELOPMENT GROUP LLC (Deed)	75 COMMERCIAL DR			NORTH LIBERTY, IA 52317
0834138008	HOTEL MAYTAG INVESTORS LLC (Deed)	696 18TH ST			DES MOINES, IA 50314
0834153013	JASPER COUNTY (Deed)	PO BOX 944			NEWTON, IA 50208

Appendix D, Legal Description of Boundaries

The following described areas in the NW ¼ of Section 34, Township 80 North, Range 19 West:

- Lots 6 & 7 of Out Lot 23 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 23 of the Newton Original Town Plat;
- Lots 1, 2, 3, 4, 5, 6, 7, and the vacated South 132 feet of the alley running North and South between Lots 6 and 7 in Block 22 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 21 of the Newton Original Town Plat;
- Lots 1, 2, 3, 4, and the vacated North 132 feet of the alley running North and South between Lots 2 and 3 in Block 20 of the Newton Original Town Plat;
- Lots 5 & 6 and the vacated South 132 feet of the alley running North and South east of Lots 5 & 6 in Block 20 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 19 of the Newton Original Town Plat;
- the West 50 feet of Lots 7 & 8 AND the full width of the South 132 feet of the alley running North and South between Lots 5-6 and 7-8, all in Block 19 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 18 of the Newton Original Town Plat;
- Lots 1, 2, 3, 4, 5, 6, and the vacated North 132 feet of the alley between Lots 2 & 3 running North and South in Block 17 of the Newton Original Town Plat;
- the West 50 feet of Lot 7 and Lots A, B, & C in Block 17 of the Newton Original Town Plat;
- Lots 2, 5, & 6 in Block 16 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, E, F, G, H, K, L, N, O, P in Block 16 of the Newton Original Town Plat;
- The Courthouse Square of the Newton Original Town Plat;
- Plat of Lots A, B, & 4 in Block 15 of the Newton Original Town Plat;
- Lots 5, 6, 7, & 8 in Block 15 of the Newton Original Town Plat;
- Lots 5, 6, 7, & 8 in Block 14 of the Newton Original Town Plat;
- Plat of Lots F & G and the abandoned Chicago, Rock Island and Pacific Railroad Company right-of-way, Lots 6 & the West 65 feet of Lot 7, and the vacated South 132 feet of the alley running North and South adjacent to Lot 7 all in Block 13 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, E, 5, 6, 7, & 8 in Block 10 of the Newton Original Town Plat;
- Lots 1, 2, and the vacated East 55 feet of the alley running East and West adjacent to Lot 2 in Block 9 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, & E, M, 3, 4, 5, 6, & F in Block 9 of the Newton Original Town Plat;

- Plat of Lots A, B, C, D, E, F, G, 2, 3, 4, 5, 6, 7, and the vacated North 132 feet of the alley running North and South abutting the east side of Lots 3 & 4 all in Block 8 of the Newton Original Town Plat;
- Block 7 and all vacated alleys and vacated North 3rd Avenue West right-of-way of the Newton Original Town Plat;
- Plat of Lots 3, 4, 5, 6, 10, and the vacated 280.5 feet of the alley running North and South adjacent and to the east of Lots 3 & 6 in Block 5 of the Newton Original Town Plat;
- Plat of Lots 1, 2, 7, 8, & 9 in Block 5 of the Newton Original Town Plat, AND the vacated 66 feet by 280.5 feet of West 2nd Street North right-of-way between the North line of North 3rd Avenue West right-of-way and the South line of North 4th Avenue West right-of-way;
- Block 4 of the Newton Original Town Plat, and
- Out Lot 7 of the Newton Original Town Plan.

The following described areas in the SW ¼ of Section 27, Township 80 North, Range 19 West:

- Lots 1, 2, 3, 4, 5, & 6 in the Fractional Block 8 of Black & Ritter's Addition to Newton;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, A, & B in Block 3 of Black & Ritter's Addition to Newton;
- Lot 2 of Railroad Addition, except the North 8 feet,
- Parcel "A" of the Maytag Plant 1 ALTA/ACSM survey, except the North 8 feet of Lot 2 of Railroad Addition, strictly between the east line of the West 4th Street North right-of-way and the west line, extended northerly of the West 3rd Street North right-of-way.

The following described areas in the NE ¼ of Section 33, Township 80 North, Range 19 West:

- Lot 2 in Synergy Addition to Newton
- A portion of Lot 1 in Synergy Addition to Newton described as follows: Beginning at the Northwest corner of Lot 2, Synergy Addition, City of Newton, Jasper County, Iowa, thence westerly 268 feet along the north line of Lot 1, Synergy Addition, thence south to a point on the south line of Lot 1 of Synergy Addition, thence easterly along said south line of Lot 1 of Synergy Addition to a point intersecting with a western line of Lot 2 Synergy Addition, thence north 48.57 feet, thence west 356.48 feet, thence north to the point of beginning.
- Plat of Parcel B, lying within Lots 23 through 26 and Lots 32 through 40 and abandoned North 3rd Avenue West EXCEPT the north 15 feet of said abandoned right-of-way within said Parcel B, all in West Newton Addition;
- Lots 41 & 42 in West Newton Addition; and
- Out Lot 10 of the Original Town Plat.

The following described areas in the SE ¼ of Section 28, Township 80 North, Range 19 West AND the NE ¼ of Section 33, Township 80 North, Range 19 West AND in the NW ¼ of Section 34, Township 80 North, Range 19 West:

- Lot 3 in Synergy Addition to Newton and the vacated South 3rd Avenue West right-of-way, EXCEPT a portion of the south half of Lot 4 of the Railroad Addition lying within said Lot 3 located southwest of the north line of Lot 11 of Synergy Addition to Newton extending westerly.

And all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels EXCEPT:

- the full width of the North 2nd Avenue West right-of-way west of the centerline of West 4th Street North,
- the west half of the West 4th Street North right-of-way between the north line of the North 2nd Avenue West right-of-way and 1st Avenue West,
- the west half of the West 4th Street South right-of-way between 1st Avenue West and the south line of Lot 4 in Block 18 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the centerline of West 4th Street South and the east line of Lots 5-6 in Block 19 of the Newton Original Town Plat,
- the south half of the South 2nd Avenue West right-of-way located south of Parcel "A" of Lots 7 & 8 AND the south 132 feet of the alley right-of-way in Block 19 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the West 50 feet of Lots 7 & 8 in Block 19 of the Newton Original Town Plat and the centerline of West 2nd Street South,
- the west half of West 2nd Street South between the south line of Lot 4 in Block 20 of the Newton Original Town Plat and the centerline of South 2nd Avenue West,
- the south half of the South 2nd Avenue West right-of-way between the centerline of West 2nd Street South and the east line of the vacated South 132 feet of the alley right-of-way running North and South in Block 20 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the vacated South 132 feet of the alley right-of-way running North and South in Block 20 of the Newton Original Town Plat and the centerline of East 2nd Street South,
- the west half of East 2nd Street South between the south line of Lot 4 in Block 22 of the Newton Original Town Plat and the centerline of South 2nd Avenue East,
- the south half of the South 2nd Avenue East right-of-way between the centerline of East 2nd Street South and the east line of the Lot 7 in Block 22 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of Lot 7 in Block 22 and the east line of Lot 7 of Out Lot 23 of the Newton Original Town Plat,
- the north half of the 1st Avenue East right-of-way between the east line of Lot 7 of Out Lot 23 and the east line of the West 65 feet of Lot 7 of Block 13 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the West 65 feet of Lot 7 in Block 13 and the west line of Lot 2 in Block 15 of the Newton Original Town Plat,
- the south half of North 2nd Avenue East between the west line of Lot 2 in Block 15 of the Newton Original Town Plat and the centerline of East 2nd Street North,
- the east half of East 2nd Street North between the centerline of North 2nd Avenue East and the centerline of North 3rd Avenue East,

- the full width of the alley right-of-way running East and West between the centerline of East 2nd Street North and the east line of Lots C, D, and E in Block 10 of the Newton Original Town Plat,
- the full width of the West 3rd Street North right-of-way north of the north line of North 4th Avenue West right-of-way, and
- the full width of West 4th Street North north of the Iowa Interstate Railroad right-of-way.

With all the above-described areas lying within the City of Newton, Jasper County, Iowa.

Appendix E, Substantially Benefitted Real Property

January, 2021

Erin Chambers, Community Development Director
City of Newton
403 West 4th Street North
Suite 501
Newton, Iowa 50208

RE: New Construction Projects for Reinvestment District in Newton

To Whom It May Concern:

I have reviewed the proposed projects for the Reinvestment District proposed to be established in and around Newton's Downtown. The improvements would be a positive influence on the existing property tax base both directly and indirectly.

Directly, the adaptive reuse and rehabilitation project proposed by the developer located at the Legacy Plaza Campus will increase the taxable value in the district. The addition of an approximately 50 unit boutique hotel, approximately 50 market rate apartments, a large ballroom/event center with seating for up to 500 persons, and a new lobby and bar will benefit the tax base. While it is difficult to estimate the exact amount of assessed value to be added, I understand that a minimum assessment for this project in an amount of \$6 million has been proposed. Presently, the parcel upon which this project will be situated has a net assessed value of \$555,720 (2020 valuation). Clearly, this project will have a positive impact on the existing tax base.

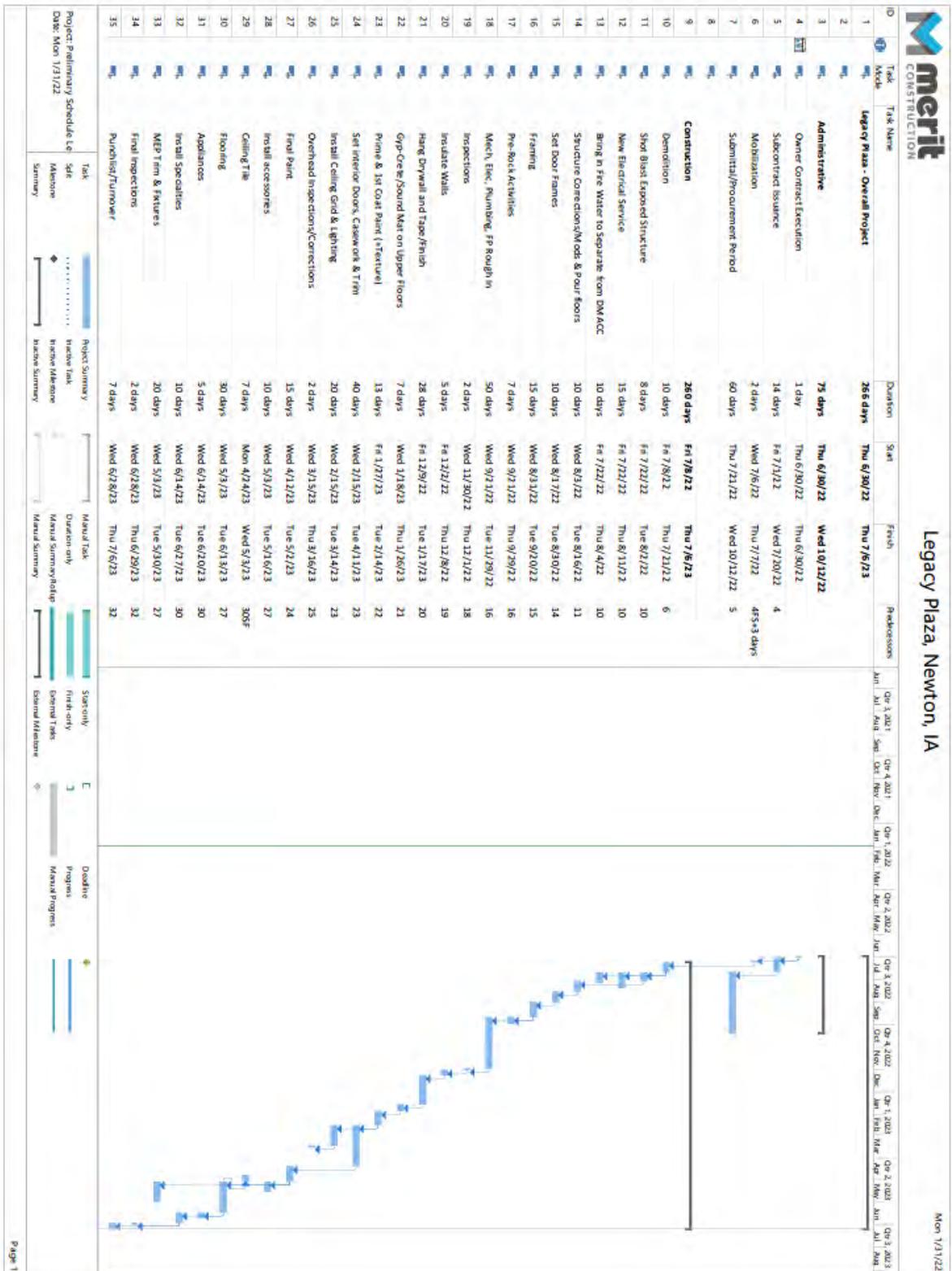
Indirectly, a project of this nature will likely serve as a catalyst for additional growth in the surrounding neighborhood. As other buildings are rehabilitated and vacancies filled throughout the district, there will likely be an overall increase in activity and market value.

Sincerely,



Tracy DeJong, ICA
Jasper County Assessor
101 1st St N, Room 105
Newton, IA 50208
(641)792-6195
tdejong@jasperia.org

Appendix F, Legacy Plaza Construction Timeline



Appendix G, Catalyst Purchase Agreement – DMACC

REAL ESTATE PURCHASE AGREEMENT

TO: Des Moines Area Community College ("Seller")

The undersigned Buyer hereby offers to buy from Seller and the undersigned Seller by its acceptance agrees to sell to Buyer the parcel of real property situated in Newton, Jasper County, Iowa, locally known as Legacy Plaza Building 1, Building 2, Building 16 and Building 50 at 403 W 4th St N, Newton, Iowa 50208, which parcel is legally described as set forth on attached Exhibit A, together with any easements and appurtenant servient estates of record, if any, herein referred to as the "Property," upon the following terms and conditions

PURCHASE PRICE. The Purchase Price shall be One Hundred Thousand Dollars (\$100,000.00), payable as follows:

Earnest Money. Buyer shall pay the initial sum of \$5,000.00 immediately upon the execution of this Agreement by both parties, to be deposited and held as earnest money in an attorney trust account maintained by Hogan Law Office Client Trust Account, to be delivered to Seller upon Closing or as provided herein. Said Earnest Money and any additional Earnest Money paid by Buyer pursuant to the

terms of this Agreement shall be non-refundable following expiration of the Due Diligence Period.

Remainder of Purchase Price. The remainder of the purchase price shall be payable by Buyer to Seller in cash at Closing.

DUE DILIGENCE.

The Due Diligence Period. From the date upon which this Agreement has been signed by both parties (the "Effective Date"), and continuing thereafter for a period of 180 days (said period, together with any extensions thereof, hereinafter referred to as the "Due Diligence Period"), Seller shall permit Buyer to make such independent evaluations and non-destructive investigations as Buyer deems necessary or appropriate concerning the business operation of the hotel located on the Property, including without limitation the suitability of the contracts identified in Section 8, the economic feasibility of the Property and the business conducted thereon, and the physical condition of all improvements and personal property. All of the costs and expenses of Buyer's review shall be borne entirely by Buyer.

Conduct During Due Diligence Investigation and Insurance. During the Due Diligence Period, Buyer and its agents, contractors and employees may enter onto the Property pursuant to prior arrangement with Seller in connection with Buyer's purchase of the Property, provided that such entry shall not unreasonably interfere with the operation of any of Seller's business on the Property. Any investigations or tests shall be conducted or undertaken at Buyer's expense and performed by properly licensed and qualified persons. Buyer specifically acknowledges and agrees that any proposed physical testing, sampling or drilling which may be requested by Buyer is subject to seller's prior written approval, which may be withheld in Seller's reasonable discretion. Seller may have a representative accompany Buyer and its agents, contractors or employees while they are on the Property. In addition, prior to any entry involving physical testing or other physical disturbance, Seller shall require Buyer (and any contractor or subcontractor of Buyer) to provide Seller with proof of commercial general liability insurance (which may be in the form of a current certificate of insurance) naming Seller as additional insured in an amount and with coverage reasonably satisfactory to Seller which shall in no event be less than \$1,000,000.00. Despite anything in this Agreement to the contrary, Buyer acknowledges and agrees that Buyer shall not (i) invite any representative of any governmental or regulatory agency to enter onto the Property in connection with Buyer's inspection thereof, or (ii) voluntarily, and in the absence of an enforceable governmental demand, disclose or deliver the contents or results of any investigation, study or test of the Property or any business operations on the Property performed by or at the direction of the Buyer, to any governmental or regulatory agency without the express prior written consent of Seller, which consent may be withheld by Seller in its sole discretion.

Cancellation by Buyer. If at any time prior to the expiration of the Due Diligence Period Buyer determines that it is unwilling to proceed with this transaction for any reason whatsoever, then Buyer, at its sole discretion and upon written notice delivered to Seller on or before expiration of the Due Diligence Period, may terminate this Agreement, in which case the earnest money shall be returned to Buyer and this Agreement shall become null and void without further liability of either party to the other, except as otherwise expressly may be set forth herein. If Buyer fails to notify Seller of its termination of this Agreement as set forth above, then Buyer shall be deemed to have waived its right of termination under this Section.

Confidentiality and Non-Disclosure of Information. All information furnished by Seller to Buyer in accordance with this Agreement or obtained by Buyer in the course of its review or Closing preparation shall be treated as confidential information by Buyer, with Buyer using all reasonable means to keep such information confidential and protected, and such information shall be returned to Seller. In addition, until the Closing has been consummated, Buyer will not, without Seller's written consent, disclose or discuss with any employee of Seller, or any other member of the staff of the hotel, any of the following: (i) this Agreement or any of the terms hereof, (ii) the transaction contemplated by this Agreement, or (iii) any aspect of the hotel's operations or finances. Furthermore, copies of all reports, engineering studies, analyses and other documents and information resulting from investigations under this Section by Buyer, or any of its employees, agents or representatives, also shall be treated as confidential information by Buyer (although Buyer need not deliver copies of the same to Seller).

Agreement to Indemnify and Hold Harmless. Buyer shall indemnify, protect and defend Seller against, and hold Seller harmless from, any and all liabilities, losses, damages, claims, liens, attorneys' fees, court costs, and litigation expenses of any kind or nature arising directly from the entry of Buyer, its agents, contractors or employees onto the Property during the Due Diligence Period. If Buyer conducts any destructive physical analysis or testing on the Property, Buyer shall return the Property to the condition it was in before Buyer conducted the analysis or testing. The obligations of buyer as set forth in this Section 10 shall survive closing and final settlement or the earlier termination of this Agreement.

Extension of Due Diligence Period. Notwithstanding any other provision herein to the contrary, Buyer may extend the Due Diligence Period for periods of an additional 120 days by providing notice to Seller of its intent to do so and depositing additional earnest money of \$5,000.00 for each month of extension prior to the expiration of the initial Due Diligence Period.

REAL ESTATE TAXES. Seller shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Seller shall pay its prorated share, based upon the date of Closing, of the real estate taxes for the fiscal year in which Closing occurs due and payable in the subsequent fiscal year. Buyer shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public record.

SPECIAL ASSESSMENTS. Seller shall pay in full at Closing all special assessments which are a lien on the Property as of the date of acceptance. Also, Seller shall pay all charges for solid waste removal, sewage and maintenance of the Property that are attributable to Seller's possession or were incurred during Seller's period of possession in which assessments arise prior to Closing. Buyer shall pay all other special assessments not payable by Seller.

DEVELOPMENT EXPENSE REIMBURSEMENT. Buyer agrees at closing to reimburse seller for all development costs specific to the aforementioned buildings including architecture and consulting fees.

RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Property prior to Closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial

damage or destruction prior to Closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

POSSESSION AND CLOSING. If Buyer timely performs all obligations, Seller shall deliver to Buyer possession of the Property at Closing, which shall occur within forty-five (45) days following expiration of the Due Diligence Period or no later than September 15, 2019. Any adjustments of insurance, interest and all charges attributable to the Seller's ownership or possession shall be made as of the date of Closing. This transaction shall be considered closed upon the delivery of the title transfer documents to Buyer and receipt by Seller of all funds then due at Closing from Buyer under this Agreement.

ABSTRACT OF TITLE. Seller at its expense, shall obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it within 30 days after final acceptance of this Agreement to Buyer, or to Buyer's attorney if so instructed by Buyer, for examination. It shall show, and this Agreement shall be contingent upon it showing, as reflected by an opinion of title rendered by Buyer's attorney, marketable title in Seller in conformity with this Agreement, Iowa law, and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees. The abstract shall be obtained from an Iowa Title Guaranty participating abstractor. If title is determined to be unmarketable, Seller shall use commercially reasonable efforts to correct any title deficiencies so as to render title marketable, and the date of Closing shall be extended if necessary, to allow for the same.

CONDITION OF THE PROPERTY. The parties agree that Buyer has had the opportunity to inspect the Property and accepts the Property in its present condition. Buyer shall take possession of the Property, including any personal property sold hereunder, fixtures, and improvements, in its as-is, where-is condition. Seller makes no warranties, express or implied, as to the condition of the Property, including any personal property, fixtures, and improvements.

CONDEMNATION. In the event of any taking of all or any part of the Property by eminent domain proceedings, or the commencement of any such proceedings from the date this Agreement is signed up to the date of Closing, Seller promptly shall give Buyer written notice of such proceeding stating the amount, type and location of such taking or proposed taking and Buyer shall proceed as follows:

If all of the Property, or a portion of the Property which interferes with the present use thereof, be condemned, Buyer shall be permitted to terminate this Agreement by written notice to that effect to Seller on or before the date of Closing, and the earnest money and all interest earned thereon shall be returned to Buyer. Thereafter, this Agreement shall become null and void without further liability of either party to the other, except as otherwise expressly set forth herein.

If only a portion of the Property is condemned, which would not interfere with the present use thereof, Buyer will be liable and obligated to complete closing and take title to the remaining portion of the Property for the Purchase Price, in which event Seller shall assign to Buyer all of Seller's right, title and interest in and to any award resulting from such condemnation.

DEED AND BILL OF SALE. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer. In addition, at the time of closing and final settlement, Seller shall deliver to Buyer a bill of sale conveying to Buyer all personal property subject to this Agreement

REMEDIES OF THE PARTIES. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Code of Iowa, and all payments made shall be forfeited; or, at Seller's option, upon 30 days prior written notice of intention to accelerate the payment of the

entire balance because of Buyer's default (during which 30 days the default is not corrected), Seller may declare the entire balance immediately due and payable.

Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

If Seller fails to timely perform this Agreement, all earnest money deposits made by Buyer shall be returned to Buyer.

Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

NOTICES. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, or sent by email and mailed by certified mail, return receipt requested, addressed to the parties at the addresses given below:

If to Seller, to: Des Moines Area Community College

With copy to: INSERT DMACC ATTORNEY INSERT ADDRESS & CONTACT

If to Buyer, to: Catalyst Development, Newton, LLC 2525 Highlander Pl Iowa City, IA 52245 Email: angelaharrington3@gmail.com

With copy to: Hogan Law Office 3101 Ingersoll Ave, Suite 103 Des Moines, IA 50312 tim@hoganlawoffice.net

REAL ESTATE AGENTS. Seller and Buyer represent to each other that each has not dealt with any broker or intermediary.

CERTIFICATIONS. Buyer and Seller both acknowledge that they have complete authority to enter into this Agreement and to complete the requirements set forth herein. This Agreement supersedes any prior negotiations, including any Letters of Intent or Redevelopment Agreements between the parties.

Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

NO PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.

ALLOCATION OF PURCHASE PRICE. The purchase price may be allocated between real estate and personal property as mutually agreed to between Buyer and Seller.

INVALID PROVISIONS. If any provision of this Agreement or the applicability of any provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of all other provisions shall not be affected thereby.

COVENANT NOT TO RECORD. Buyer will not record this Agreement. Any attempted recording of this Agreement by Buyer will constitute a default hereunder on the part of Buyer and shall cause forfeiture by Buyer of the Earnest Money.

ASSIGNMENT. Buyer may assign this Agreement following written notice of its intent to do so to Seller. Any such assignment, however, shall not affect the responsibility of the original Buyer for the Buyer's performance under this Agreement.

GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. However, the failure of a party promptly to assert its rights shall not be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Section and Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

COUNTERPARTS AND COPIES. This Agreement may be executed in several counterparts and by electronic or facsimile means, all of which, when taken together, shall be deemed to be the original. Each fully executed copy also shall be deemed to be an original.

GOVERNINIG LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the dates hereinafter indicated, the latter of which shall be construed as the Effective Date.

Executed this 1st day of February, 2021

Catalyst Development Newton, LLC

By: _____

Angela Harrington, Manager

Executed this 1st day of February, 2021

Des Moines Area Community College

By: _____

Name Here

**IOWA DEPARTMENT OF
CULTURAL AFFAIRS**

MARY COWNIE, DIRECTOR
CHRIS KRAMER, DEPUTY DIRECTOR

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

COPY

IOWA
ARTS
COUNCIL

July 28, 2014

PRODUCE
IOWA

Ms. Angela Harrington
Newton Enterprises, LLC
18112 10th Ave PI
Newton, Iowa

STATE HISTORICAL
SOCIETY OF IOWA

PROPERTY: Maytag Manufacturing Company Buildings 1, 2, 16, 17, 18, 20, 50, 68
PROJECT NUMBER: STC14-50-082
APPLICATION: Part 1
DECISION: Approved

STATE HISTORICAL
MUSEUM OF IOWA

Dear Ms. Harrington

STATE HISTORICAL
LIBRARY & ARCHIVES

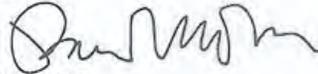
Thank you for sending in the state historic tax credit application for the above properties. I am writing to let you know that we have approved your application and concur that buildings 1, 2, 16, 20 likely contribute to a potential historic district.

STATE HISTORIC
SITES

Thank you for your interest in the historic tax credit program.

STATE HISTORIC
PRESERVATION
OFFICE OF IOWA

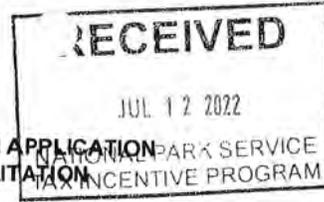
Sincerely,



Paula Mohr
Architectural Historian
State Historic Preservation Office
Paula.mohr@iowa.gov (515) 281-6826

IOWA
HISTORICAL
FOUNDATION

Cc: Reza Kargarzadeh
Newton Enterprises, LLC
408 Zimmerman Drive South
Grinnell, Iowa 50112



HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 2 - DESCRIPTION OF REHABILITATION

Instructions: This page must bear the applicant's original signature and must be dated. The National Park Service certification decision is based on the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form takes precedence. A copy of this form will be provided to the Internal Revenue Service.

NPS Project Number
43999

1. Historic Property Name Maytag Company Plant #1 - Buildings 1,2,16,50
Street 403 W 4th N
City Newton County Jasper State IA Zip 50208-3018
Name of Historic District or National Register property _____

- Listed individually in the National Register of Historic Places; date of listing _____
- Located in a Registered Historic District; name of district _____
- Part 1 - Evaluation of Significance submitted? Date submitted 06/08/2021 Date of certification 10/22/2021

2. Project Data (for phased projects, data entered in this section must be totals for entire project)
Date of building 1901-1935 Estimated total rehabilitation costs (GRE) \$29,236,881
Number of buildings in project 4 Floor area before / after rehabilitation 126,000 / 127,802 sq ft
Start date (estimated) 11/01/2022 Use(s) before / after rehabilitation Comm. / Hotel/Res
Completion date (estimated) 10/31/2023 Number of housing units before / after rehabilitation 0 / 108
Application includes phase(s) 1 of 1 phases Number of low-moderate income housing units before / after rehabilitation 0 / 0
 Intend to elect IRS 60-month phased rehabilitation

3. Project Contact (if different from applicant)
Name _____ Company _____
Street _____ City _____ State _____
Zip _____ Telephone _____ Email Address _____

4. Applicant
I hereby attest that the information I have provided is, to the best of my knowledge, correct. I further attest that [check one or both boxes, as applicable]:
 I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 67.2 (2011), and/or
 if I am not the fee simple owner of the above described property, the fee simple owner is aware of the action I am taking relative to this application and has no objection, as noted in a written statement from the owner, a copy of which (i) either is attached to this application form and incorporated herein, or has been previously submitted, and (ii) meets the requirements of 36 CFR § 67.3(a)(1) (2011).
For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.
Name Angela Harrington Signature (Sign in ink) [Signature] Date 7.12.2022
Applicant Entity Catalyst Development Newton LLC SSN _____ or TIN 85-4334104
Street 2525 Highlander Pl City Iowa City State IA
Zip 52445 Telephone (641) 990-8222 Email Address angelaharrington3@gmail.com
 Applicant, SSN, or TIN has changed since previously submitted application.

NPS Official Use Only

- The National Park Service has reviewed the Historic Preservation Certification Application - Part 2 for the above-named property and has determined that:
- the rehabilitation described herein is consistent with the historic character of the property and, where applicable, with the district in which it is located and that the project meets the Secretary of the Interior's Standards for Rehabilitation. This letter is a preliminary determination only, since a formal certification of rehabilitation can be issued only to the owner of a "certified historic structure" after rehabilitation work is complete.
 - the rehabilitation or proposed rehabilitation will meet the Secretary of the Interior's Standards for Rehabilitation if the attached conditions are met.
 - the rehabilitation described herein is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's Standards for Rehabilitation.

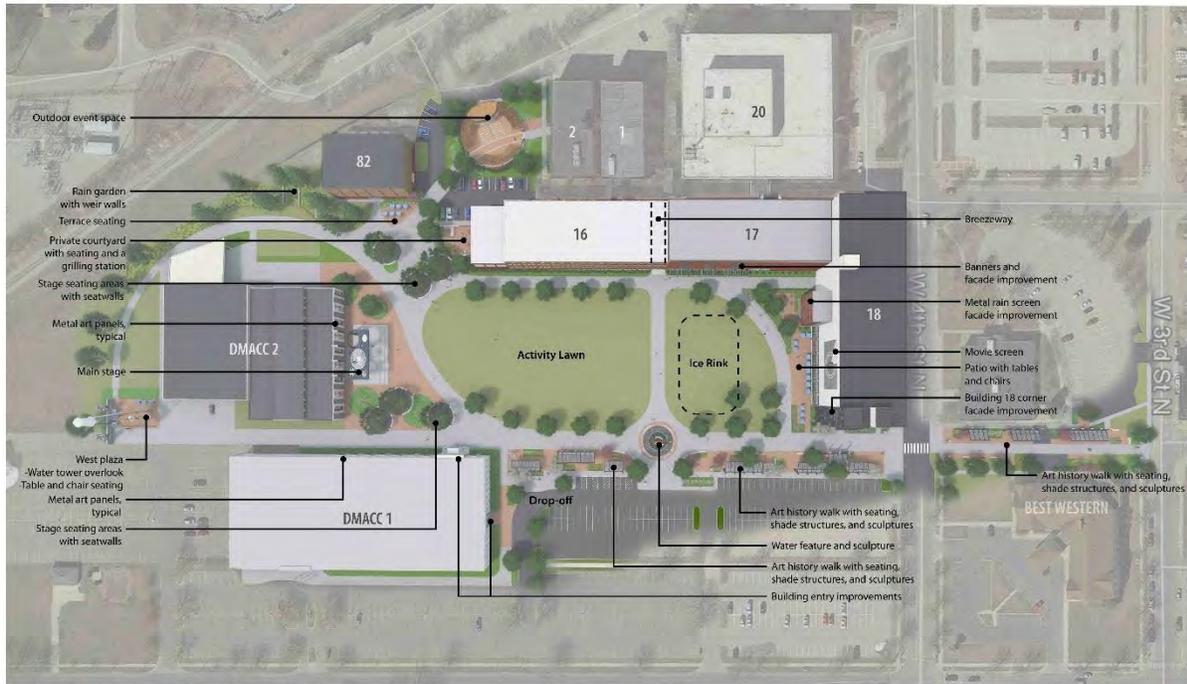
Date 10/20/2022
National Park Service Authorized Signature (Sign in ink) [Signature]

NPS conditions or comments attached

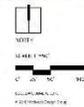
[Signature]

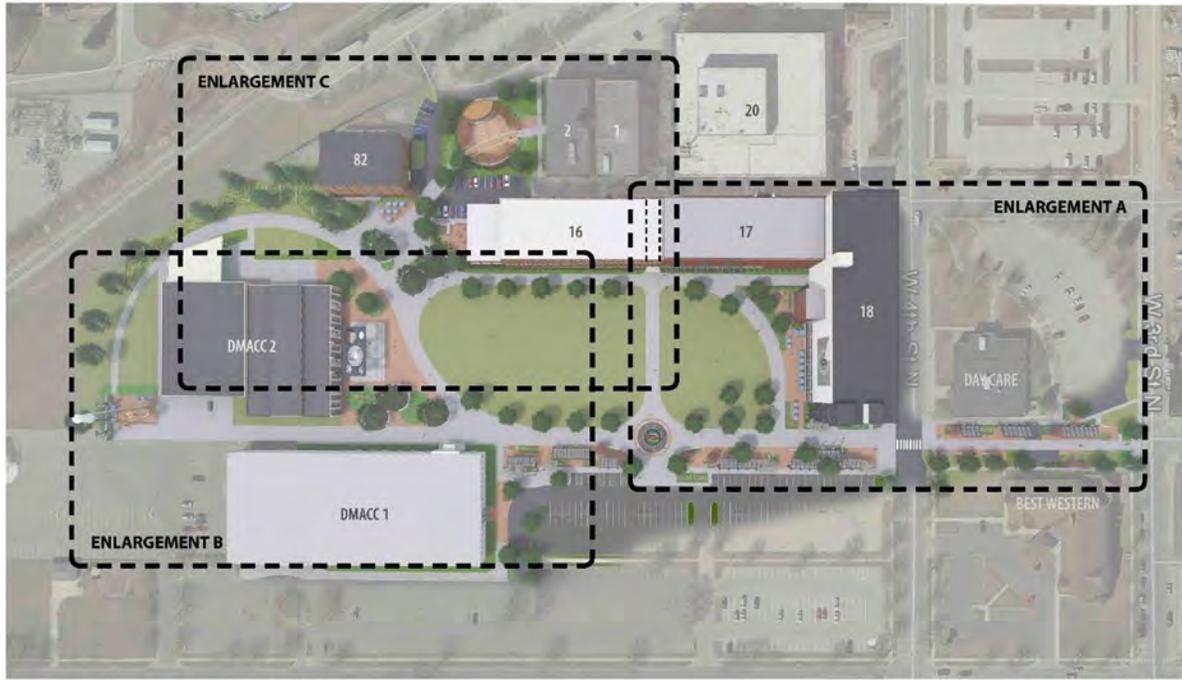
Additional documentation can be found at [NPS Part 1](#).

Appendix J, DMACC Legacy Plaza Master Plan



Master Plan
Legacy Plaza
Newton, Iowa





**Master Plan
Legacy Plaza**
Newton, Iowa



**Master Plan - Enlargement A
Legacy Plaza**
Newton, Iowa





Master Plan - Enlargement C
Legacy Plaza
Newton, Iowa



Building 18 patio space and facade improvements



Art history walk and water feature/sculpture



Main stage, seating areas, facade improvements



Outdoor event space



Master Plan - Perspectives
Legacy Plaza
Newton, Iowa





Water feature and sculpture



West plaza and water tower overlook



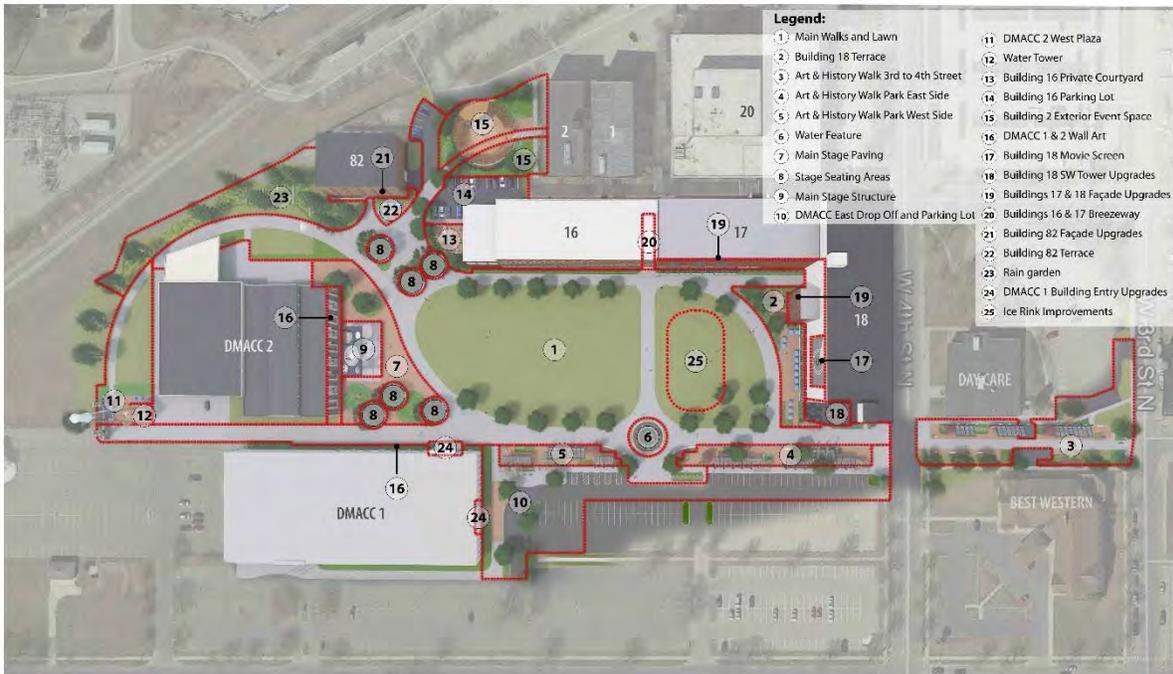
Ice rink



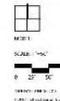
Building 16 private patio

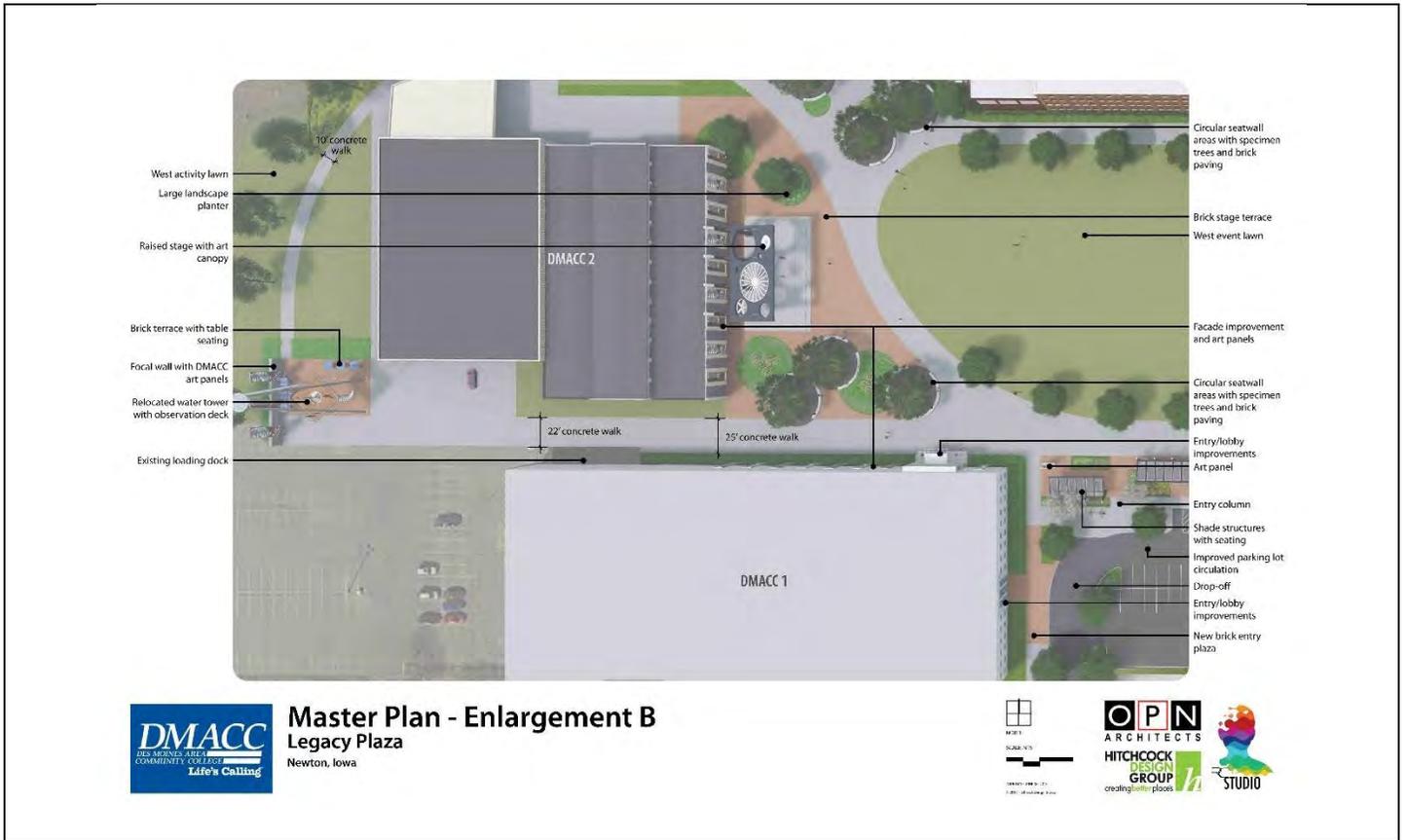


Master Plan - Perspectives
Legacy Plaza
Newton, Iowa



Master Plan - Phasing Exhibit
Legacy Plaza
Newton, Iowa





Appendix K, Resiliency Zone Vacancy List

Resiliency Zone Vacancies (Location & Square Footage)

Address	Main (Street) Level	Basement	Upper Level 1	Upper Level 2	Total
115 West 2nd Street North	4840	2420	4840	0	12,100
110 1st Street North	2904	2904	2904	0	8,712
108 1st Street North	2000	0	0	0	2,000
104 1st Street North	1100	0	0	0	1,100
102 1st Street North	1133	0	0	0	1,133
117 1st Avenue West	2800	0	2700	0	5,500
207 1st Avenue West	800	0	0	0	800
321 1st Avenue West	1736	0	0	0	1,736
112 1st Avenue East	988	450	900	0	2,338
118 1st Avenue East	370	0	0	0	370

221 1st Avenue East	840	0	0	0	840
308 1st Avenue East	6698	0	0	0	6,698
403 1st Avenue East	2478	0	0	0	2,478
118 North 2nd Avenue East	5808		1760	2808	10,376
219 North 2nd Avenue West	4423		4423		8,846
114 East 2nd Street South	11886	0	0	0	11,886
321 East 3rd Street North	4368	0	4368	696	9,432
112 West 2nd Street S	8566				8,566
207 West 2nd Street North	968	484	968	0	2,420
209 West 2nd Street North	2587	2587	2587		7,761
TOTAL					105,092

Appendix L, Project Development Team

	<p>JEFF DAVIDSON, EXECUTIVE DIRECTOR, JASPER COUNTY ECONOMIC DEVELOPMENT</p> <p>Jeff has decades of experience working in the public sector. Davidson worked for the City of Iowa City for over 34 years where he started his career as the assistant transportation planner with the Johnson County Council of Governments, now known as The Metropolitan Planning Organization of Johnson County. In 1986, he became the city's assistant planning director and eventually was promoted to planning director. In 2014 Davidson accepted the role as Iowa City's economic development administrator. Davidson left Iowa City to become the Keep Iowa Beautiful Hometown Pride Community Coach for Jasper County in 2015. As Community Coach, he assisted in community development efforts in nine municipalities in the county. Davidson has been the JEDCO Executive Director since early 2020.</p>
	<p>ERIN CHAMBERS, AICP, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF NEWTON</p> <p>Erin has worked for the City of Newton since 2006, first as the City Planner, then as the Director of Planning and Zoning, and, now, as the Community Development Director. As Community Development Director, Erin oversees the functions of Building Permitting/Inspections, Planning and Zoning, Economic Development, and Community Marketing. In her years with the City of Newton, Erin has served as part of the team of community leaders and citizens working on Newton's economic recovery and reinvention in a post-Maytag era. Some highlights of projects that she has been a part of include: working with volunteers and elected officials to establish the first Newton Historic Preservation Commission and growing the local ethic for preservation, developing the current comprehensive plan, leading the establishment of Downtown Design Guidelines and a Downtown Streetscape Master Plan, participating in the creation of a new community brand and logo, and directing neighborhood revitalization through the local Dangerous & Dilapidated Program.</p>
	<p>KIM DIDIER, EXECUTIVE DIRECTOR, DMACC BUSINESS RESOURCES</p> <p>Kim Didier became the Executive Director, for DMACC Business Resources (DBR), the College's business training and economic development arm, in January 2011. Didier leads a DBR staff of 12 people who provide workforce and economic development resources and custom-designed solutions for business, non-profits and government agencies. With the gift of the former Maytag Headquarters Campus to DMACC in 2016, Kim is also overseeing the redevelopment efforts of the Maytag campus in Newton. Didier previously also served as the Executive Director of the Newton Development Corporation. As a result of Newton's transformation and the work of the region, Didier has testified before the U.S. Senate Finance Committee and presented at several Department of Labor Conferences. She has also presented at the Kenneth M. Piper Lecture at the Chicago-Kent College of Law and the International Economic Development Council Leadership Summit on Growing Quality Jobs. Kim serves on several boards throughout the state including Goodwill of Central Iowa, the Iowa Rural Development Council and the Professional Developers of Iowa where she just completed her term as President.</p>



ANGELA HARRINGTON, PRESIDENT, CATALYST DEVELOPMENT

Angela has extensive experience in product development, strategic marketing, complex operations management and the direction of extraordinary service teams specifically related to tourism, hospitality and events. She holds Master Certificates from Cornell University (Ithaca, NY) in Hospitality Operations, Marketing & Revenue Management as well as a BA in Behavioral Science from Metropolitan State University of Denver. Angela owns and operates Hotel Grinnell in Grinnell, Iowa and The Highlander Hotel in Iowa City, Iowa. Angela's company, Catalyst, specializes in developing and operating transformation projects designed to spark 18-hour vitality and facilitate real economic benefit. Upscale, craft hospitality and residential products and brands that celebrate where they are in the world. www.hotelgrinnell.com - www.highlanderhotel.us.



JAKE CHRISTENSEN, PRESIDENT, CHRISTENSEN DEVELOPMENT

Jake founded Christensen Development in 2003 with a passion for urban development. With more than 20 years of experience, Jake has made it his company's mission to transform not just individual sites but entire areas of the city into thriving community centerpieces, including the Des Moines Social Club, Jackson Crossing apartment complex and City Hall Block. Jake is a dedicated member of the community and serves on a number of boards including, among others, the Des Moines Airport Authority and Greater Des Moines Convention & Visitors Bureau, and Dowling Foundation Board & DCA Board Executive Committee. Christensen Development is known for solving very complex financial development challenges and for taking on unique projects with lots of moving parts and multiple stakeholders with varying interests. www.christensendevelopment.com



BRANDON TALSMAN, JASPER COUNTY SUPERVISORS, BOARD CHAIR

Brandon Talsma is a lifelong Jasper County resident whose family has farmed in Jasper County for four generations. Talsma graduated from Pella Christian in 2005 and has a degree in Criminal Justice from DMACC. He served 6 1/2 years in the 1st Infantry Division and deployed twice to Iraq. Talsma lives with his wife and 6 children in rural Jasper County. He has served on the Jasper County Board of Supervisors since 2018 and was re-elected in 2022 to a second term. He currently serves as the Chair of the Jasper County Supervisors.



MIKE HANSEN, MAYOR, CITY OF NEWTON

Michael Hansen was re-elected to serve as Mayor of the City of Newton in November 2017. He was first elected in November 2013 – he was previously serving his third term as council member for the second ward when he was appointed Mayor in November 2012.

Mike served the youth of Newton on the Babe Ruth and Little League baseball boards, and has been an advisor for aviation and aquatic Explorer Scout posts. He is a licensed sports official with the IHSAA and IGSAU and a member of the National Federation Officials Association (NFOA). A veteran, Mike served with the US Army Special Forces at Fort Bragg, NC.



MATT MUCKLER, CITY ADMINISTRATOR, CITY OF NEWTON

Matt Muckler was appointed as the city administrator for the City of Newton in January of 2017. He was previously the city administrator for the City of West Branch, IA and the assistant to the town manager for Buckeye, AZ. Matt also previously served as a state representative in the Missouri Legislature and as a Russian linguist in the U.S. Army.

Matt is an International City/County Management Association (ICMA) Credentialed Manager and a member of the Iowa City/County Management Association. He is certified as a Certified Municipal Clerk (CMC) through the International Institute of Municipal Clerks (IIMC) and holds certifications as an Iowa Certified Municipal Clerk and as an Iowa Certified Municipal Finance Officer through the Iowa Municipal Finance Officers Association (IMFOA).



JOE PUGEL, PRESIDENT, DMACC BOARD

Joe Pugel is from the Newton area, having retired as President of the Vernon Company, and was elected to the DMACC Board of Directors in 1997. He was selected as Vice President of the Board in October of 2001 and has served as President of the Board since March 10, 2003, making him DMACC's longest serving Board President. Joe took a leadership position when the Whirlpool Corporation purchased Maytag and then decided to close down operations in Newton. Joe participated in many public and behind-the-scenes meetings that helped negotiate an exit strategy for Whirlpool that left Newton in the best possible position, given the circumstances. He was also instrumental in getting Whirlpool to donate 40,000 sq. ft. to DMACC behind the College's Newton Campus for a planned high school career academy. Joe's position in the community and his engaging personality made this success and gift possible. Joe has championed accountability and visibility of the Board, the DMACC President and the College.



ROB DENSON, PRESIDENT, DMACC

Rob Denson grew up on a farm near Homestead, Iowa, south of the Amana Colonies, and graduated from high school in Marengo, Iowa. The first native-born Iowan to be President of DMACC, Rob has a B.S. in Political Science and Economics and an M.S. in Higher Education Administration from Iowa State University. In 1998, Rob returned to Iowa as President of Northeast Iowa Community College in Calmar, Iowa. In addition to his DMACC position, he serves on the National Board of Gateway to College, a drop-out recovery program; the Governor's STEM Advisory Council and Executive Committee; the National STEM connector Innovation Task Force, and the Food and Ag Council; and, the National Leadership Council of Opportunity Nation. He also chairs the National STEM connector Higher Education Council and serves on the boards of Iowa Student Loan Liquidity, the Iowa Ag. Literacy Foundation, the Technology Association of Iowa, the Iowa Quality Center, the Agri-Business Association of Iowa, the Iowa Direct Caregivers Association, the Iowa Rural Development Council, the Greater Des Moines Partnership, the Iowa Innovation Council, and the Iowa Economic Development Authority.



FRANK LIEBL, EXECUTIVE DIRECTOR, NEWTON DEVELOPMENT CORPORATION

Frank Liebl is the Executive Director of the Newton Development Corporation, born and raised in South Dakota, and a veteran of the US Navy, Liebl spent most of his career in the broadcasting business in Oskaloosa, and Newton Iowa. After selling his radio stations KCOB AM, KCOB FM, and KRTI- FM in 2007 he went to work part-time as a consultant for the Newton Development Corporation and assumed the Executive Director position in 2009. Frank Liebl is the Executive Director of the Newton Development Corporation, born and raised in South Dakota, and a veteran of the US Navy, Liebl spent most of his career in the broadcasting business in Oskaloosa, and Newton Iowa. After selling his radio stations KCOB AM, KCOB FM, and KRTI- FM in 2007 he went to work part-time as a consultant for the Newton Development Corporation and assumed the Executive Director position in 2009.



TANYA MICHENER, ASSOCIATE DIRECTOR, NEWTON DEVELOPMENT CORPORATION

As the Associate Director with NDC, she helped establish Engage Coworking as an NDC initiative to build out an entrepreneurial ecosystem. Engage Coworking is located in Legacy Plaza above Gezellig Brewery, as a renovated, collaboration space. Tanya is a Commissioner on the Historic Preservation Commission and President of Newton Main Street; which lead the efforts to preserve Newton's unique world changing history, by educating, marketing, and preserving those things that tell the story of innovation. Tanya is a member of the Newton Housing Development Corporation Board, along with the Rural Iowa Housing Grant Committee working tightly with area workforce and Newton Housing Development Corporation. She is an advocate for technology skills in our workforce and is currently on two broadband committees to ensure that this very important topic continues to be addressed, a local initiative within Newton and the Greater Des Moines Partnership Regional Broadband committee.



JACK TOPP, PROJECT MANAGER, OPN ARCHITECTS

Jack is a project manager with more than 25 years of experience as an architect. His primary focus is health and well-being with an emphasis in recreation and wellness work within the firm; he also works on an array of projects, such as senior living, housing, corporate, K-12 schools, and collegiate work. He has worked on the former Maytag headquarters campus now called Legacy Plaza since 1996. He is involved with all phases of the project process, with a unique ability to work and manage the project team to achieve success. Jack has a real passion for his town of Newton, which is very evident of his multitude of local projects and ongoing volunteerism throughout the community. He has a strong passion for the arts in the community, and currently serves as chairman for both the Centre for Arts & Artist and the Iowa Sculpture Festival organizations.

The following members of the Decision Innovation Solutions team completed the feasibility studies for each project and the economic impact study for the application.

KADE GRAFEL
Research Analyst





EDUCATION
Kansas State University
Bachelor of Science
Economics
Minor
Mathematics

WORK EXPERIENCE

- Kansas Department of Agriculture
Economics Intern
- Kansas State University
Research Assistant
- Federal Reserve Bank of Dallas
Discussant
- Decision Innovation Solutions

AREAS OF EXPERTISE

- Data Management and Analysis
- Economic Contribution and Impact Studies

SOFTWARE SKILLS

- STATA, R, IMPLAN, LATEX,

kade@decision-innovation.com | 515.639.2908

MERLIN SIEFKEN
Consulting Business Development Manager





EDUCATION
University of Nebraska
Bachelor of Science
Mechanized Agriculture
Minor
Business Administration

WORK EXPERIENCE

- John Deere Financial
- Iowa Agriculture Innovation Center
- Siefken Management Services
- Consulting to Decision Innovation Solutions

AREAS OF EXPERTISE

- Business Relations
- Project Development
- Project Administration
- Project Fulfillment
- Market Research
- Feasibility Studies

merlin@decision-innovation.com | 515.639.2902

SPENCER PARKINSON
President, CEO, Founding Member





EDUCATION
Utah State University
Bachelor of Science
Accounting
Economics
Royal Agricultural College
International MBA
Agribusiness & Food

WORK EXPERIENCE

- Utah State University
Extension
- Iowa Farm Bureau Federation
- Decision Innovation Solutions

AREAS OF EXPERTISE

- Economic Impact Modeling
- Agriculture Policy Analysis
- Project Management
- Feasibility & Due Diligence
- Financial Modeling

spence@decision-innovation.com | 515.639.2901

Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors
Courthouse
PO Box 944
Newton IA 50208
Phone 641-792-7016
Fax 641-792-1053

January 12, 2021

The Honorable Michael L. Hansen
Mayor, City of Newton
101 W. 4th St. S.
Newton, Iowa 50208

Re: Newton Reinvestment District

Dear Mayor Hansen;

I am writing on behalf of the Jasper County Supervisors in strong support for the City of Newton's application for a Reinvestment District designation.

The proposed plans for a hotel, market rate housing, a splash pad, additional improvement grants for existing buildings, and the improvements to the Legacy Plaza neighborhood are extremely exciting and offer great potential for business growth in the community.

As you know, Jasper County purchased the building that sits between the proposed location for the splash pad and the Legacy Plaza neighborhood. We are planning to invest up to \$3.6M in the acquired building in order that several county departments may move into the new facility. We believe this facility will serve the citizens of Jasper County very well.

Therefore, we are delighted by the collaboration of the City of Newton and DMACC to seek the Reinvestment District designation. We whole heartedly support this application and the value a successful designation will bring to our county.

Sincerely,

A handwritten signature in cursive script that reads "Doug Cupples". The signature is written in black ink and is positioned above the printed name and title.

Doug Cupples
Chair
Jasper County Supervisors



www.DMACC.edu
800-362-2127

December 7, 2020

State Historic Preservation Office
State Historical Building—3rd floor East
600 E. Locust Street
Des Moines, Iowa 50319

To Whom It May Concern:

I am writing this letter in support of the Historic Tax Credit Part 2 submittal by Legacy Plaza, LLC for 3 buildings on the former Maytag Headquarters Campus in Newton, Iowa. In 2016, the campus which encompasses 8 buildings and over 480,000 square feet of space was donated to Des Moines Area Community College. DMACC has been seeking a development group to assist in the repurposing of the campus and the historic buildings since taking ownership.

DMACC entered into a Redevelopment Agreement with Legacy Plaza, LLC on May 13, 2020 with the intent to sell 3 of the historic buildings to the group. DMACC understands and unconditionally supports the groups intent to seek Historic Tax Credits to finance the redevelopment of the buildings into a 51 market rate housing complex, a 58 room hotel, and a large event center.

We would ask for your consideration of the Legacy Plaza, LLC submittal and application. The awarding of historic tax credits to this project has the ability to transform a campus that has been underutilized since the departure of Maytag in 2007.

We look forward to hearing of your decision and appreciate your support of our efforts.

Sincerely,

Robert J. Denson
President
Des Moines Area Community College

Ankeny Campus 2006 S. Ankeny Blvd. Ankeny, IA 50023-3293 515-964-6200	Boone Campus 1125 Hancock Drive Boone, IA 50036-5209 515-462-7203	Carroll Campus 906 N. Grand River Carroll, IA 51401-2525 712-732-1156	Newton Campus 600 N. 2nd Avenue W. Newton, IA 50209-2048 641-791-3622	Urban Campus 1100 2nd Street Des Moines, IA 50314-2597 515-244-4226	West Campus 7979 Grand Avenue W. Des Moines, IA 50266-3302 515-632-2407
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DMACC at Perry Vankirk Career Academy | DMACC Career Academy, Hunziker Center, Ames | DMACC Transportation Institute
Evelyn K. Davis Center for Working Families | DMACC Center for Career & Professional Development at Southridge | DMACC Capitol Center



www.DMACC.edu
800-362-2127

November 13, 2020

The Honorable Michael L. Hansen
Mayor, City of Newton
101 W. 4th St. S.
Newton, Iowa 50208

Dear Mayor Hansen;

I am writing this letter as a follow up to my November 2, 2020, letter and your earlier correspondence about our Legacy Plaza initiatives and the Reinvestment District program. Although much emphasis has been placed on the green space development, we understand that IEDA gives more consideration to shovel ready projects when considering recipients for the Iowa Reinvestment District designation and program. Therefore, after a recent meeting with Angela Harrington and the Legacy Plaza, LLC development team, DMACC feels our best opportunity for bringing this project over the finish line is to have Angela and her team take the lead in working with DMACC and the City. The positive experiences that Angela and Jake Christensen have had in Iowa and Kyle Tushaus outside the State certainly make a formidable team to lead this effort. Kim Didier will continue to be our DMACC liaison with the team.

Angela recently met with Erin Chambers to present what we think is the best approach and opportunity for success. Although the plan ultimately will still incorporate some initial green space development to connect our academic facilities to Legacy Plaza as well as the downtown area, emphasis for the State application will be focused on an expansion of what we now call the courtyard and a connection to the downtown square.

If you have not seen the presentation that Angela gave to Erin by the time you receive this letter, I would encourage to review a copy of it. It is an impressive concept that we think will lead to success and be a great addition to the City of Newton and Central Iowa. We look forward to working together with the City and the Legacy Plaza, LLC team on this transformational project.

Sincerely,

Joe Pugel
Chair, DMACC Board

Ankeny Campus
2006 S. Ankeny Blvd.
Ankeny, IA 50023-3993
315-964-6200

Boone Campus
1125 Hancock Drive
Boone, IA 50036-5389
515-432-7203

Carroll Campus
906 N. Grant Road
Carroll, IA 51401-2525
712-792-1755

Newton Campus
600 N. 2nd Avenue W.
Newton, IA 50208-3049
641-791-3622

Urban Campus
1100 7th Street
Des Moines, IA 50314-2597
515-244-4226

West Campus
5959 Grand Avenue
W. Des Moines, IA 50266-5301
515-633-2407

DMACC at Perry Vankirk Career Academy | DMACC Career Academy, Hunkeler Center, Ames | DMACC Transportation Institute
Evelyn K. Davis Center for Working Families | DMACC Center for Career & Professional Development at Southridge | DMACC Capitol Center



Newton Development Corp.
Frank Liebl
403 W 4th St N, Suite 210 Newton, IA 50208
(641) 787-8209
frankliebl@ic@gmail.com
www.newtondevelopmentcorporation.com

January 22, 2022
Iowa Economic Development Authority
Attn: Alaina Santizo
200 East Grand Avenue
Des Moines, IA. 50309

Dear Alaina,

Please accept this letter of support for the City of Newton’s application for the Iowa Reinvestment Program. Newton has faced many challenges since we lost our major employer, Maytag in the fall of 2007. At that time the final 1,750 jobs at the factory and headquarters went away. I’m pleased to say with a collaborative effort with many entities including the State of Iowa, Jasper County, Des Moines Area Community College and the City of Newton, the Newton Development Corporation took the lead and has recaptured all the jobs we lost. We have attracted 16 new companies to Newton who now employ just over 2,000 people.

One of the challenges we still face, is our employers talk about the lack of market-rate apartments, and extended stay Executive housing. Many of the people employed at Newton companies are commuting from Des Moines, Altoona, Bondurant and other communities in Central Iowa due the lack of quality housing. As part of our plan, we have secured a developer that will create nice market rate apartments in buildings that once housed the Maytag Corporate Headquarters. Plans also call for extended stay units in the Boutique Hotel to meet the need of company executives visiting and their customers.

Other development planned in the Reinvestment District includes restaurants, office space, a variety of retail shops not only at the former Maytag Corporate buildings, but throughout the 75 acre district that has been designated by the city in their application. This area includes the beautiful downtown square and will allow vacant buildings to be filled with new retail. A splash pad is also being considered.

The projects associated with this proposal will create an immediate economic impact, but moreover will create a stronger foundation for continued growth from our employers and the City of Newton.

Sincerely,

Frank Liebl
Executive Director



February 12, 2021

Angela Harrington
Catalyst Development Newton, LLC

RE: Legacy Plaza

Dear Angela,

This letter is a summary of our meetings and walk-thru(s) to review the Legacy Plaza Project in Newton, IA. Merit Construction has compiled the enclosed comprehensive budget estimate for the project based off these meetings and project site visits, as well as the construction documents produced by OPN Architects dated 6/17/20, 6/19/20 and 10/22/20. It was Merit Construction's focus to provide complete project pricing with exception of typical Owner/Developer provided items such as furniture, fixtures and equipment or any other specific exclusions noted herein. Otherwise, the pricing provided expands upon the schematic design documents and includes our assumptions for products, means and methods and final design elements needed for a complete project scope. We have also engaged qualified trade contractors for their respective scopes who have reviewed available design documents and toured the project site and provided all-inclusive pricing as documented herein.

We are confident that the costs included will be sufficient for the design as it is completed and intend to participate in design meetings and provide review of design deliverables. Merit Construction has included costs for building permits and once documents are submitted to the appropriate authorities having jurisdiction, we will be ready to mobilize and begin construction activities immediately. Per the preliminary project schedule provided, we anticipate the overall project to complete within 12 to 13 months following a notice to proceed.

We very much look forward to the commencement of this amazing project. Should you require any additional information, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelly Edmonds', written in a cursive style.

Kelly Edmonds, Vice President

Cc: Stuart Slaymaker, Merit Construction

1000 29th Avenue SW
Cedar Rapids, IA 52404
office 319.364.1974
fax 319.360.8470
▶ www.meritconst.com

100 N. 2nd Ave. W.
Newton, IA 50208
PH 641.792.3010



www.fnnbbank.com

P.O. Box 489
Newton, IA 50208



Rob Kahn
President & CEO
100 N 2nd Ave W
Newton, IA 50208
January 25, 2021

Alaina Stanizo
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA 50112

Dear Alaina Stanizo:

I am a long-time resident of Newton, business owner, and proud citizen and I would like to offer this letter of support for the City of Newton's application for the Iowa Reinvestment District.

On behalf of FNNB Bank I am writing to express our support of the City of Newton's Iowa Reinvestment Act application. The potential job growth and enhancement of the quality of life for residents and guests, would greatly benefit all parties involved.

Many people, groups and organizations have worked extremely hard over the years to preserve the many historic buildings at Legacy Plaza and Commons in our downtown area. This includes turning the former Maytag Hotel which was built in 1927 into apartments in downtown. Once completed a year ago, all 45 units are occupied. Aggressive plans for the nearly 500,000 square foot former Maytag Corporate Campus, Legacy Plaza and Commons call for a boutique hotel and market rate apartments. This campus already includes office space, a brewery, a tasting room, pub, and co-working space. Some of the historic buildings on this campus date back to 1905.

This proposal will increase the economic, social, and cultural vitality of our community. The projects associated with this application have the potential to change Newton for the future.

Yours sincerely,

A handwritten signature in black ink, appearing to read "R. Kahn", written over a horizontal line.

Rob Kahn
President & CEO





January 28, 2021

Alaina Stanizo
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50112

Dear Ms. Stanizo:

I am pleased to provide this letter of support for Newton's application of the Iowa Reinvestment District. Many people, groups and organizations have worked extremely hard over the years to preserve the many historic buildings at Legacy Plaza and Commons in our downtown area. This includes turning the former Maytag Hotel which was built in 1927 into apartments in downtown. Once completed a year ago, all 45 units are occupied. Aggressive plans for the nearly 500,000 square foot former Maytag Corporate Campus, Legacy Plaza and Commons call for a boutique hotel and market rate apartments. This campus already includes office space, a brewery, a tasting room, pub, and co-working space. Some of the historic buildings on this campus date back to 1905.

The projects associated with this proposal will create an immediate economic impact but moreover will create a stronger foundation for continued growth and expansion in the future.

Thank you for your consideration of Newton's application.

Sincerely,

Beverly J. Price
Retail Regional Manager
1907 1st Ave. E.
Newton, Iowa 50208





January 26, 2021

Alaina Santizo
Iowa Economic Development Authority
200 E. Grand Avenue
Des Moines, IA 50112

Re: City of Newton Iowa Reinvestment District application

Dear Alaina:

I am writing to indicate JEDCO's support of the City of Newton's application to the Iowa Reinvestment District program. The project which is contemplated for the renovation and re-use of historic buildings on the former Maytag corporate campus is exciting on so many levels. It is the logical next step in the resurgence of Newton since the departure of Maytag in 2007.

The preservation of historic buildings is always so much easier when the buildings can be put to another economically viable use. The plans for renovation of historic Maytag buildings 1, 2, and 16, all over 100 years old, will help keep them economically viable for the next 100 years. The boutique hotel and market rate urban-style apartments are critical needs in moving Newton forward. The former Maytag campus, now called Legacy Plaza, has already attracted investment in the form of office space, a brewery, a pub, and coworking space. It will also create a more logical linkage between Legacy Plaza and downtown Newton.

The proposed project will increase the economic, social and cultural vitality of our community. It will be part of the continued transformation of Newton in the post-Maytag era. I appreciate your consideration of our application to the Iowa Reinvestment District program.

Sincerely,

A handwritten signature in black ink that reads "Jeff Davidson". The signature is fluid and cursive.

Jeff Davidson, Director

February 1, 2021

Alaina Sanitzo
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA 50112

Dear Alaina,

On behalf of MercyOne Newton Medical Center, I would like to express the hospital's support for the City of Newton's Iowa Reinvestment Act Application.

As a community stakeholder and one of Newton's largest employers, the hospital is excited about the City of Newton's project, which will add a hotel, market rate apartments, splash pad and other development opportunities in one of Newton's most unique and historic areas of town. These projects will increase the economic, social and cultural vitality of our community and will enhance Newton overall, increasing the appeal for people to move to our community.

It will improve the quality of life, and give us amenities that will enable us to attract a highly skilled workforce. The hospital frequently recruits new physicians, and a strong community with amenities, particularly for families, is a key component to their decision making process. Additionally, the boutique hotel, and extended stay units that are part of this application will likely keep guests, corporate people, and customers in Newton who might otherwise choose lodging in nearby larger cities.

Thank you in advance for your consideration in investing in the Newton community by supporting the City of Newton's Iowa Reinvestment District application.

Sincerely,

A handwritten signature in cursive script that reads "Laurie A. Conner".

Laurie Conner
President



Office of the President
Borgen Administration Center
2006 South Ankeny Boulevard
Ankeny, Iowa 50023-3993

The Honorable Michael L. Hansen
Mayor, City of Newton
101 W. 4th St. S.
Newton, Iowa 50208

January 26, 2021

Dear Mayor Hansen;

I am writing this letter in support of the City of Newton’s application for an Iowa Reinvestment District designation, which includes Legacy Plaza. For the past 4 years, DMACC has appreciated our collaboration with the City of Newton on the redevelopment of Legacy Plaza. DMACC accepted the gift of the campus in 2016 as a community partner. Together, we have invested significant resources to stabilize the large historic asset. Due to this joint investment, and the importance of the campus to the community, we did not hesitate to work with our insurance carrier to rebuild the buildings that sustained dramatic damage due to the Derecho on August 10, 2020.

Furthermore, we are confident in the partnership that we have forged with the development team led by Angela Harrington to bring several unique new features to Newton and Legacy Plaza. DMACC has been seeking a development group to assist in the repurposing of the campus and the historic buildings since taking ownership.

The financial assistance provided in the Reinvestment District program is a key component in making Legacy Plaza a viable community asset. The boutique hotel, event center, and the market rate apartments in the three historic buildings on the campus fulfills a vision we have had for several years. Most importantly, it meets several community needs, especially for market rate housing which we know is a key strategy for the City of Newton, and important for rural sustainability. All of the projects that are included in the Reinvestment District application will indeed transform Newton.

We look forward to working together with the City and all the stakeholders in the implementation of the Reinvestment District.

Sincerely,

Robert J. Denson, President
Des Moines Area Community College

Ankeny Campus
2006 S. Ankeny Blvd.
Ankeny, IA 50023-3993
515-964-6200

Boone Campus
1125 Hancock Dr.
Boone, IA 50036-5399
515-432-7205

Carroll Campus
906 N. Grant Rd.
Carroll, IA 51401-2525
712-792-1755

*Newton
Polytechnic Campus*
600 N. 2nd Ave. W.
Newton, IA 50208-3049
641-791-3622

Urban Campus
1100 7th St.
Des Moines, IA 50314-2597
515-244-4226

West Campus
5959 Grand Ave.
WDM, IA 50266-5302
515-633-2407

ZACH NUNN
STATE SENATOR
Fifteenth District
Statehouse: (515) 281-3371
zach.nunn@legis.iowa.gov

HOME ADDRESS
P. O. Box 105
Altoona, IA 50009
C: (515) 519-2246



Iowa Senate
State of Iowa
Eighty-eighth General Assembly
STATEHOUSE
Des Moines, IA 50319

COMMITTEES

International Relations Committee, *Chair*

Commerce
Judiciary

Labor and Business Relations
Ways and Means

Justice System Appropriations
Subcommittee, *Vice Chair*

Alaina Sanitzo
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA. 50112.

Dear IEDA Team:

Thank you for the opportunity to share my excited support for the City of Newton, and Jasper County to be considered as an Iowa Reinvestment District. With your help, we can add jet-fuel to a hometown community's effort to build a lasting future!

As the State Senator for Newton, I am forever proud of the heart and hard work of the residents of our hometown community. Newton has experienced hardship. With a proud heritage as the town that grew Maytag Corporation, it was also devastated by the factory closure. Even this summer, our efforts to rebuild were dealt a tragic blow, when beyond-tornado level winds decimated our main street and collapsed historic buildings, including the town's successful brewery. Today, our community is even more economically resilient than when Maytag left Iowa. Building on this grassroots commitment to see our families and neighbors succeed, our local leaders invested their energy, talent, and time on a revitalization plan that builds on proven results.

Many folks across the community have championed our City Council, and our County Supervisors to help lead a new chapter for Newton's economic come back. Together, we worked extremely hard to preserve our history by rehabilitating our iconic buildings at Legacy Plaza and Commons in our downtown area. This includes turning the former Maytag Hotel which was built in 1927 into apartments in downtown. Completed last year, all 45 units are occupied. Aggressive plans for the nearly 500,000 square foot former Maytag Corporate Campus, Legacy Plaza and Commons call for a boutique hotel and market rate apartments. This campus already includes office space, a pub, tasting room, and co-working space. Some of the historic buildings on this campus date back to the turn of the last century.

As a community stakeholder, we look forward to the partnership with IEDA. With Newton's application for the Iowa Reinvestment District, we have a major opportunity to advance the redevelopment of the downtown area, the region, and the livelihood of over 37,000 residents in Newton and Jasper county. Additionally, this zone will include the Maytag Corporate Campus, Legacy Plaza and Commons in enhancing the downtown area with a boutique hotel with 58 rooms and 51 market-rate apartments.

Because the City of Newton is a mid-sized, growing community, the assistance offered through the Iowa Reinvestment District is critical to facilitating our community rejuvenation project. The city commits the valuation gained from the project to upgrading infrastructure that will serve not only this project, but also surrounding industrial grounds, while providing better access for properties and residents to the east and west of the district. Without IDEA assistance, the city and community will struggle to provide the much-needed infrastructure improvements and deliver results that will benefit not only the residents of Newton and my District, but benefit the State through additional income tax generation, as well as sales tax generation.

Thank you again for your consideration of the City of Newton's Iowa Reinvestment District. I hope you will give the proposal and the economic development it accelerates, your support. Please let me know if you have any questions.

Our gratitude and appreciation for your consideration, and continued investment in Iowa's communities.

In service,

Zach Nunn



Alliant Energy
1911 East Anson Street
Marshalltown, IA 50158-3668

1-800-ALLIANT (1-800-255-4268)
alliantenergy.com

Alaina Sanitzo
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA. 50112

January 25, 2021

Dear Ms. Sanitzo:

On behalf of Alliant Energy, I am writing to express our support of the City of Newton's Iowa Reinvestment Act Application. In addition to job growth these projects will enhance the quality of life for residents, be a boost for employers as they work to attract a quality workforce and enhance the image of Newton, and Jasper County. Alliant Energy has seen, firsthand, the tremendous work the City has put in to developing the community while continuing to foster the private and public partnerships.

The projects associated with this proposal will create an immediate economic impact but moreover will create a stronger foundation for continued growth and expansion in the future.

We appreciate your consideration.

Amanda Accola

Amanda Accola
Key Account Manager
Alliant Energy



STRONG HISTORY - SECURE FUTURE

January 28, 2021

Alaina Santizo
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA 50309

RE: Support for Newton's application for Iowa Reinvestment District

Dear Alaina:

I am writing you to express my support for Newton's application for the Iowa Reinvestment District. When Whirlpool shut down the Maytag Company many people and organizations stepped up to make sure the city continued to be a desired place to live and raise a family. They have worked hard to preserve the history and the legacy of this town. We recently finished up the renovation of the Maytag Hotel with great success and all units are occupied. We have started to make improvements to the former Maytag headquarters campus that include several tenants already. Being part of a reinvestment district will have a major impact on the continued improvements that tie the downtown redevelopment and the former Maytag campus together. Plans and ideas have been produced over the past few months that just need an additional boost and support.

The boutique hotel and the extended stay units along with some developments to the DMACC campus grounds will restimulate some social, cultural, and economic vitality to this rural community. In return that will help retain and recruit new families to the Newton community.

Sincerely:

Russ Leix
Business Development Officer
Trubank

www.trubank.bank

Main Bank/Indianola 515-961-5880 • West Roads/Indianola 515-961-9367 • West Des Moines 515-221-0101 • Newton 641-792-3246
Oskaloosa 641-673-8405 • What Cheer 641-634-2424 • Norwalk 515-285-4900 • Fort Des Moines 515-285-6044



Appendix N, 28E Agreement;



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FILED
M509854
3/20/2017 4:32:17 PM
FOR OFFICIAL USE ONLY

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

Party	Full Legal Name	Organization Type	County
Party 1	Des Moines Area Community College	State Agency	Polk
Party 2	City of Newton, Iowa	City	Iowa
Party 3			
Party 4			
Party 5			

*Enter "Other" if not in Iowa

Item 2. The type of Public Service included in this agreement is: 910 Any Education
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
Use of real estate donated to DMACC and located at 403 West 4th Street North, Newton, Iowa 50208 and improvements thereon as an educational facility and lease portions of the project for other public and private purposes.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires 3/20/2037 Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*
 NO
 YES Filing # of the agreement: _____
(Use the filing number of the most recent version filed for this agreement)
The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Schippers FIRST Name Kaycee
Title Paralegal Department Paralegal
Email KayceeSchippers@davisbrownlaw.com Phone 515-246-7926

PROJECT AGREEMENT
RE: DMACC NEWTON CAMPUS EXPANSION PROJECT

WHEREAS, Des Moines Area Community College (hereinafter referred to as "DMACC") is a community college organized and existing under Chapter 260C of the Code of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, DMACC has entered into a Real Estate Sale Agreement dated October 31, 2016 (hereinafter referred to as the "Sale Agreement") with Newton Enterprises LLC (hereinafter referred to as "NE"); and

WHEREAS, pursuant to the Sale Agreement, NE donated to DMACC certain real estate locally known as 403 West 4th Street North, Newton, Iowa 50208 (the "Real Estate") and the improvements thereon (the "Project") located adjacent to DMACC's Newton Campus in accordance with the terms and conditions of the Sale Agreement; and

WHEREAS, DMACC intends to operate the Project as an educational facility and lease portions of the Project for other public and private purposes; and

WHEREAS, the City of Newton, Iowa (hereinafter referred to as the "City") has determined that the Project is in the best interests of the City and serves a public purpose in accordance with the provisions of the applicable State of Iowa and local laws; and

WHEREAS, DMACC and the City desire to enter into this Project Agreement (the "Agreement") pursuant to Chapter 28E of the Iowa Code with regard to the use of the Project, which Agreement will be to their mutual advantage;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, DMACC and the City agree to the following terms:

Section 1. USE OF PROJECT. DMACC agrees to operate and maintain the Project as an educational facility and lease portions of the Project for other public and private purposes.

Section 2. OPERATION AND MAINTENANCE OF PROJECT. DMACC agrees to be responsible for the proper operation and sustained maintenance of the Project and shall cause the Project to be operated and maintained in accordance with this Agreement and shall be responsible for payment of all costs of operating and maintaining the Project. No separate legal or administrative entity shall be established to carry out the purposes of this Agreement.

Section 3. REBATE OF PROPERTY TAXES. The City agrees to rebate to DMACC the amount of any property taxes payable by DMACC or any of its lessees on the Project through June 30, 2022. Any rebate payment to be made by the City to DMACC hereunder shall be paid within thirty (30) days of receipt of the taxes by the City.

Section 4. USE OF FUNDS. DMACC shall allow the City or its designated agents to inspect the Project at all times in order to audit, monitor and evaluate the use of funds and compliance with Federal, State, and local law, as well as the terms of this Agreement.

Section 5. CAPITAL IMPROVEMENTS, REPAIR, AND REMODELING.

(a) The City agrees to contribute \$1,500,000 from the North Central Urban Renewal Tax Increment Finance Fund toward the costs of capital improvements, repairs, remodeling, and infrastructure ("Allowable Costs") at the Project to be undertaken by DMACC. This fund may be used by DMACC to reimburse itself for Allowable Costs whether incurred prior to or after the date of this Agreement.

(b) DMACC agrees to consult with the City with respect to its plans for Allowable Costs at the Project to be undertaken with the funding provided by the City hereunder prior to committing the funds to be provided by the City.

(c) The parties will meet to discuss additional support for specific projects and initiatives. The City amended its North Central Urban Renewal Plan with Resolution Number 2017-007 on January 16, 2017 (Recorded in the Office of the Jasper County Recorder at document number 20170000514). The amendment contains a provision that approves the Urban Renewal Tax Increment Financing authority for "DMACC Campus improvement assistance in conjunction with growth in educational and employment opportunities, not to exceed \$6,000,000". After the funds in Section 5(a), there would be \$4,500,000 of this authorization remaining to be put towards projects.

Section 6. EXEMPTION FROM TAXES; MINIMUM ASSESSMENT AGREEMENTS. DMACC is exempt from real estate or income taxes under the laws of Iowa and under Federal law, and the parties intend to maintain that exemption except that to the extent that portions of the Project are leased for use by private business. The parties recognize that such use may subject those portions of the Project to real estate taxes. The parties agree that any portion of the Project which is not being leased for private business use or is vacant should remain exempt from real estate taxes.

Section 7. ACCOUNTING RECORDS. DMACC shall maintain all books, records and all other financial documents pertaining to the operation of the Project under this Agreement in accordance with generally accepted accounting principles. Such records of DMACC shall be available for inspection and copying by the City or its designated agents.

Section 8. INSURANCE. DMACC shall maintain in effect, with insurance companies of recognized responsibility, insurance covering the Project. The insurance shall be of a scope and coverage as set forth below. DMACC shall submit copies of each insurance agreement or certificates attesting to such insurance coverage and any renewals thereof, to the City upon request. The Project shall, at a minimum, be insured as set forth below:

(a) DMACC shall amend its existing blanket property insurance policies to include all permanent structures that are part of the Project. The amendments will insure such structures at replacement value.

(b) DMACC shall amend any existing special excess liability insurance policies to include the Project in its entirety.

(c) All required insurance purchased from private insurance providers must be issued by companies which have earned at least a "B+" rating by A.M. Best for the most recent three (3) years, are duly licensed, admitted and authorized to do business in the State of Iowa, or coverage may be provided by a recognized risk retention pool with a Demotech rating of AAA. The insurance carrier must also have combined capital and unassigned surplus of at least one hundred million dollars (\$100,000,000).

Section 9. CLAIMS AND PROCEEDINGS. There are no actions, lawsuits or proceedings pending or, to the knowledge of DMACC, threatened against DMACC affecting in any manner whatsoever its right to execute this Agreement, or to otherwise comply with the obligations of DMACC contained under this Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of DMACC, threatened against or affecting the Real Estate.

Section 10. EVENTS OF DEFAULT. Failure by a party to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement shall constitute an Event of Default under this Agreement.

Section 11. NOTICE OF DEFAULT. Prior to exercising any remedy herein for an Event of Default, the party intending to exercise the remedy shall issue a written notice of default providing therein a thirty (30) day period in which the defaulting party shall have an opportunity to cure, provided that cure is possible and feasible.

Section 12. REMEDIES UPON DEFAULT. Whenever an Event of Default has occurred and is continuing, a non-defaulting party may:

(a) suspend performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;

(b) terminate this Agreement; or

(c) take any other action, including legal, equitable or administrative action, which may appear necessary or desirable.

No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter

existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 13. COMPLIANCE WITH LAWS AND REGULATIONS. The parties hereto shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including, without limitation, prevention of discrimination, wages, competitive bidding, environmental protection, occupational safety and health standards, payment of taxes, conflicts of interest, lobbying, and those relating to the use of targeted small businesses as contractors or suppliers.

This Agreement is a public record governed by Iowa Code Chapter 22.

Section 14. SURVIVAL OF AGREEMENT. Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect. All indemnification obligations imposed by this Agreement shall survive the termination of this Agreement.

Section 15. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

Section 16. MODIFICATION. The Agreement may only be amended by written agreement of the parties hereto.

Section 17. NOTICES. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address set forth below (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting.

To DMACC: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, Iowa 50023
Attention: President

To the City: City of Newton
City Hall
101 West Fourth Street South
Newton, Iowa 50208
Attention: City Administrator

Section 18. WAIVERS. No waiver approved by any party hereto of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of any party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by any party hereto shall preclude future exercise thereof or the exercise of any other right or remedy.

Section 19. ENFORCEMENT EXPENSES. To the extent permitted by the constitution and laws of the State of Iowa, DMACC shall pay upon demand any and all reasonable fees and expenses of the City relating to the successful enforcement of this Agreement against it, including the fees and expenses of the City's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the City under this Agreement. To the extent permitted by the constitution and laws of the State of Iowa, the City shall pay upon demand any and all reasonable fees and expenses of DMACC relating to the successful enforcement of this Agreement against the City by DMACC, including the fees and expenses of DMACC's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of DMACC under this Agreement.

Section 20. HEADINGS. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

Section 21. INTEGRATION. This Agreement contains the entire understanding between DMACC and the City with respect to the Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are non-binding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Agreement.

Section 22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Section 23. NOT A JOINT VENTURE. Nothing in this Agreement creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor acting for the mutual benefits derived from this Agreement.

Section 24. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of the terms of this Agreement.

Section 25. AGREEMENT DURATION. This Agreement shall be in effect for a period of twenty (20) years from the date of filing of this Agreement with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8 (the "Effective Date").

Section 26. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of DMACC and the City and their respective successors, legal representatives and assigns.

[remainder of page intentionally blank; signature page to follow]

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, these parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Dated this 13th day of February, 2017.

DES MOINES AREA COMMUNITY COLLEGE

By: 
Its: Joe Pugel

THE CITY OF NEWTON, IOWA

By: 
Its: Michael L. Housey
Mayor

Christensen Apartments P&L

Christensen Development Apartments	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Receipts												
Rooms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bar & Patio Food & Beverage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment Rent	\$ -	\$ 223,646	\$ 513,268	\$ 533,799	\$ 555,151	\$ 577,357	\$ 600,452	\$ 624,470	\$ 649,448	\$ 675,426	\$ 702,443	\$ 730,541
Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Receipts	\$ -	\$ 223,646	\$ 513,268	\$ 533,799	\$ 555,151	\$ 577,357	\$ 600,452	\$ 624,470	\$ 649,448	\$ 675,426	\$ 702,443	\$ 730,541
Operating Expenses												
Admin & General	\$ -	\$ 37,500	\$ 76,500	\$ 78,030	\$ 79,991	\$ 81,182	\$ 82,806	\$ 84,462	\$ 86,151	\$ 87,874	\$ 89,632	\$ 91,425
Information Technology	\$ -	\$ 1,250	\$ 2,550	\$ 2,601	\$ 2,653	\$ 2,706	\$ 2,760	\$ 2,815	\$ 2,872	\$ 2,929	\$ 2,988	\$ 3,047
Sales & Marketing	\$ -	\$ 12,000	\$ 24,480	\$ 24,970	\$ 25,469	\$ 25,978	\$ 26,498	\$ 27,028	\$ 27,568	\$ 28,120	\$ 28,682	\$ 29,256
Energy/Water	\$ -	\$ 12,000	\$ 24,480	\$ 24,970	\$ 25,469	\$ 25,978	\$ 26,498	\$ 27,028	\$ 27,568	\$ 28,120	\$ 28,682	\$ 29,256
Property Operations & Maint.	\$ -	\$ 10,000	\$ 20,400	\$ 20,808	\$ 21,224	\$ 21,649	\$ 22,082	\$ 22,523	\$ 22,974	\$ 23,433	\$ 23,902	\$ 24,380
Total Operating Expenses	\$ -	\$ 72,750	\$ 148,410	\$ 151,378	\$ 154,406	\$ 157,494	\$ 160,644	\$ 163,857	\$ 167,134	\$ 170,476	\$ 173,886	\$ 177,364
Gross Operating Profit	\$ -	\$ 150,896	\$ 364,858	\$ 382,421	\$ 400,745	\$ 419,863	\$ 439,808	\$ 460,613	\$ 482,315	\$ 504,950	\$ 528,557	\$ 553,177
Fixed Expenses												
Property Taxes	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Insurance	\$ -	\$ 28,000	\$ 26,560	\$ 29,131	\$ 29,714	\$ 30,308	\$ 30,914	\$ 31,533	\$ 32,163	\$ 32,806	\$ 33,463	\$ 34,132
FF&E Reserve	\$ -	\$ 12,750	\$ 13,005	\$ 13,265	\$ 13,530	\$ 13,801	\$ 14,077	\$ 14,359	\$ 14,646	\$ 14,939	\$ 15,237	\$ 15,542
Total Fixed Expenses	\$ -	\$ 40,750	\$ 48,565	\$ 47,396	\$ 48,244	\$ 49,109	\$ 49,991	\$ 50,891	\$ 51,809	\$ 52,745	\$ 53,700	\$ 54,674
NOI before Incentives	\$ -	\$ 110,146	\$ 318,293	\$ 335,025	\$ 352,501	\$ 370,754	\$ 389,816	\$ 409,722	\$ 430,506	\$ 452,205	\$ 474,857	\$ 498,503
Interest	\$ -	\$ 269,909	\$ 252,048	\$ 243,795	\$ 236,129	\$ 228,030	\$ 216,475	\$ 206,443	\$ 195,910	\$ 184,850	\$ 173,238	\$ 161,042
Net Income Before Taxes	\$ -	\$ (149,762)	\$ 66,245	\$ 91,230	\$ 117,372	\$ 144,725	\$ 173,341	\$ 203,278	\$ 234,596	\$ 267,355	\$ 301,621	\$ 337,461

Christensen Development Apartments	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Receipts										
Rooms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bar & Patio Food & Beverage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment Rent	\$ 759,763	\$ 790,153	\$ 821,759	\$ 854,830	\$ 888,815	\$ 924,368	\$ 961,342	\$ 999,796	\$ 1,039,788	\$ 1,081,379
Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Receipts	\$ 759,763	\$ 790,153	\$ 821,759	\$ 854,830	\$ 888,815	\$ 924,368	\$ 961,342	\$ 999,796	\$ 1,039,788	\$ 1,081,379
Operating Expenses										
Admin & General	\$ 93,253	\$ 95,118	\$ 97,020	\$ 98,961	\$ 100,940	\$ 102,959	\$ 105,018	\$ 107,118	\$ 109,261	\$ 111,446
Information Technology	\$ 3,108	\$ 3,171	\$ 3,234	\$ 3,299	\$ 3,365	\$ 3,432	\$ 3,501	\$ 3,571	\$ 3,642	\$ 3,715
Sales & Marketing	\$ 29,841	\$ 30,438	\$ 31,047	\$ 31,667	\$ 32,301	\$ 32,947	\$ 33,606	\$ 34,278	\$ 34,963	\$ 35,663
Energy/Water	\$ 29,841	\$ 30,438	\$ 31,047	\$ 31,667	\$ 32,301	\$ 32,947	\$ 33,606	\$ 34,278	\$ 34,963	\$ 35,663
Property Operations & Maint.	\$ 24,867	\$ 25,365	\$ 25,872	\$ 26,390	\$ 26,917	\$ 27,456	\$ 28,005	\$ 28,565	\$ 29,136	\$ 29,719
Total Operating Expenses	\$ 180,911	\$ 184,529	\$ 188,220	\$ 191,984	\$ 195,824	\$ 199,740	\$ 203,735	\$ 207,810	\$ 211,966	\$ 216,205
Gross Operating Profit	\$ 578,852	\$ 605,624	\$ 633,540	\$ 662,846	\$ 692,991	\$ 724,627	\$ 757,607	\$ 791,986	\$ 827,822	\$ 865,174
Fixed Expenses										
Property Taxes	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
Insurance	\$ 34,814	\$ 35,511	\$ 36,221	\$ 36,945	\$ 37,684	\$ 38,438	\$ 39,207	\$ 39,991	\$ 40,791	\$ 41,607
FF&E Reserve	\$ 15,853	\$ 16,170	\$ 16,493	\$ 16,823	\$ 17,160	\$ 17,503	\$ 17,853	\$ 18,210	\$ 18,574	\$ 18,946
Total Fixed Expenses	\$ 215,668	\$ 216,681	\$ 217,714	\$ 218,769	\$ 219,844	\$ 220,941	\$ 222,060	\$ 223,201	\$ 224,365	\$ 225,552
NOI before Incentives	\$ 363,184	\$ 388,943	\$ 415,825	\$ 443,877	\$ 473,147	\$ 503,686	\$ 535,547	\$ 568,785	\$ 603,457	\$ 639,622
Interest	\$ 148,239	\$ 134,795	\$ 120,679	\$ 105,857	\$ 90,294	\$ 73,953	\$ 56,795	\$ 38,779	\$ 19,863	\$ -
Net Income Before Taxes	\$ 214,945	\$ 254,148	\$ 295,146	\$ 338,020	\$ 382,853	\$ 429,733	\$ 478,752	\$ 530,006	\$ 583,594	\$ 639,622

Catalyst Development P & L

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Receipts											
Rooms	\$ -	\$ 349,305	\$ 1,259,815	\$ 1,333,710	\$ 1,386,423	\$ 1,436,983	\$ 1,494,390	\$ 1,549,844	\$ 1,605,745	\$ 1,677,807	\$ 1,752,110
Bar & Patio Food & Beverage	\$ -	\$ 74,095	\$ 300,000	\$ 350,000	\$ 400,000	\$ 425,000	\$ 450,000	\$ 475,000	\$ 500,000	\$ 510,000	\$ 520,200
Events	\$ -	\$ 66,667	\$ 300,000	\$ 350,000	\$ 400,000	\$ 425,000	\$ 450,000	\$ 475,000	\$ 500,000	\$ 510,000	\$ 520,200
Total Receipts	\$ -	\$ 490,067	\$ 1,859,815	\$ 2,033,710	\$ 2,186,423	\$ 2,289,983	\$ 2,394,390	\$ 2,499,844	\$ 2,605,745	\$ 2,697,807	\$ 2,792,510
Departmental Expenses											
Hotel Expense	\$ -	\$ 122,257	\$ 377,885	\$ 400,113	\$ 415,927	\$ 431,995	\$ 448,317	\$ 464,865	\$ 481,723	\$ 503,342	\$ 525,633
Bar & Patio Expense	\$ -	\$ 55,571	\$ 210,000	\$ 245,000	\$ 280,000	\$ 297,500	\$ 315,000	\$ 332,500	\$ 350,000	\$ 357,000	\$ 384,140
Event Center Lease	\$ -	\$ 6,667	\$ 30,000	\$ 35,000	\$ 40,000	\$ 42,500	\$ 45,000	\$ 47,500	\$ 50,000	\$ 51,000	\$ 52,020
Other Event Expenses	\$ -	\$ 28,667	\$ 120,000	\$ 140,000	\$ 160,000	\$ 170,000	\$ 180,000	\$ 190,000	\$ 200,000	\$ 204,000	\$ 208,080
Total Departmental Expenses	\$ -	\$ 211,161	\$ 737,885	\$ 820,113	\$ 895,927	\$ 941,995	\$ 988,317	\$ 1,034,893	\$ 1,081,723	\$ 1,115,342	\$ 1,149,873
Departmental Profit	\$ -	\$ 278,906	\$ 1,121,931	\$ 1,213,597	\$ 1,290,496	\$ 1,347,988	\$ 1,406,073	\$ 1,464,951	\$ 1,524,021	\$ 1,582,465	\$ 1,642,637
Operating Expenses											
Admin & General	\$ -	\$ 49,007	\$ 185,962	\$ 203,371	\$ 218,642	\$ 228,998	\$ 239,439	\$ 249,964	\$ 260,574	\$ 269,781	\$ 279,251
Information Technology	\$ -	\$ 39,205	\$ 148,769	\$ 162,897	\$ 174,914	\$ 183,199	\$ 191,551	\$ 199,972	\$ 208,460	\$ 215,825	\$ 223,401
Sales & Marketing	\$ -	\$ 39,205	\$ 148,769	\$ 162,897	\$ 174,914	\$ 183,199	\$ 191,551	\$ 199,972	\$ 208,460	\$ 215,825	\$ 223,401
Energy/Water	\$ -	\$ 24,503	\$ 92,981	\$ 101,888	\$ 109,321	\$ 114,499	\$ 119,720	\$ 124,982	\$ 130,287	\$ 134,890	\$ 139,628
Property Operations & Maint.	\$ -	\$ 24,503	\$ 92,981	\$ 101,888	\$ 109,321	\$ 114,499	\$ 119,720	\$ 124,982	\$ 130,287	\$ 134,890	\$ 139,628
Total Operating Expenses	\$ -	\$ 176,424	\$ 669,461	\$ 732,136	\$ 787,112	\$ 824,394	\$ 861,881	\$ 899,872	\$ 938,068	\$ 974,211	\$ 1,009,304
Gross Operating Profit	\$ -	\$ 102,481	\$ 452,269	\$ 481,461	\$ 503,384	\$ 523,594	\$ 544,093	\$ 564,879	\$ 585,953	\$ 611,254	\$ 637,333
Management Fees & Salaries	\$ -	\$ 29,404	\$ 111,577	\$ 122,023	\$ 131,185	\$ 137,399	\$ 143,663	\$ 149,978	\$ 156,345	\$ 161,868	\$ 167,551
Fixed Expenses											
Property Taxes	\$ -	\$ 66,667	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Insurance	\$ -	\$ 11,667	\$ 36,000	\$ 37,000	\$ 38,000	\$ 39,000	\$ 40,000	\$ 41,000	\$ 42,000	\$ 42,840	\$ 43,697
FF&E Reserve	\$ -	\$ -	\$ 50,385	\$ 53,348	\$ 55,457	\$ 57,599	\$ 59,776	\$ 61,986	\$ 64,230	\$ 67,112	\$ 70,084
Total Fixed Expenses	\$ -	\$ 78,333	\$ 286,385	\$ 290,348	\$ 293,457	\$ 296,599	\$ 299,776	\$ 302,986	\$ 306,230	\$ 309,952	\$ 313,781
NOI before Incentives	\$ -	\$ (5,256)	\$ 54,308	\$ 69,060	\$ 78,742	\$ 86,596	\$ 100,654	\$ 111,915	\$ 123,379	\$ 139,434	\$ 156,002
Extraordinary Income											
Hotel Motel Tax Rebate	\$ -	\$ 24,451	\$ 88,173	\$ 93,360	\$ 97,050	\$ 100,799	\$ 104,607	\$ 108,475	\$ 112,402	\$ 117,447	\$ 122,648
Tiff Rebate	\$ -	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500
Total	\$ -	\$ 150,951	\$ 214,873	\$ 219,860	\$ 223,550	\$ 227,299	\$ 231,107	\$ 234,975	\$ 238,902	\$ 243,947	\$ 249,148
Interest	\$ -	\$ 262,962	\$ 259,034	\$ 255,136	\$ 251,041	\$ 246,743	\$ 242,229	\$ 237,490	\$ 232,514	\$ 227,289	\$ 221,803
Net Income Before Taxes	\$ -	\$ (117,297)	\$ 9,947	\$ 33,815	\$ 51,250	\$ 70,152	\$ 89,532	\$ 109,400	\$ 129,767	\$ 156,091	\$ 183,346

	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Receipts											
Rooms	\$ 1,828,714	\$ 1,907,681	\$ 1,969,076	\$ 2,072,963	\$ 2,159,410	\$ 2,248,485	\$ 2,340,260	\$ 2,434,807	\$ 2,532,199	\$ 2,632,513	\$ 2,735,827
Bar & Patio Food & Beverage	\$ 530,604	\$ 541,216	\$ 552,040	\$ 563,081	\$ 574,343	\$ 585,830	\$ 597,546	\$ 609,497	\$ 621,687	\$ 634,121	\$ 646,803
Events	\$ 530,604	\$ 541,216	\$ 552,040	\$ 563,081	\$ 574,343	\$ 585,830	\$ 597,546	\$ 609,497	\$ 621,687	\$ 634,121	\$ 646,803
Total Receipts	\$ 2,889,922	\$ 2,990,113	\$ 3,093,156	\$ 3,199,125	\$ 3,308,095	\$ 3,420,145	\$ 3,535,353	\$ 3,653,801	\$ 3,775,573	\$ 3,900,755	\$ 4,029,433
Departmental Expenses											
Hotel Expense	\$ 548,814	\$ 572,304	\$ 596,723	\$ 621,889	\$ 647,823	\$ 674,546	\$ 702,078	\$ 730,442	\$ 759,860	\$ 789,754	\$ 820,748
Bar & Patio Expense	\$ 371,423	\$ 376,851	\$ 386,428	\$ 394,157	\$ 402,040	\$ 410,081	\$ 418,282	\$ 426,648	\$ 435,181	\$ 443,895	\$ 452,762
Event Center Lease	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308	\$ 57,434	\$ 58,583	\$ 59,755	\$ 60,950	\$ 62,166	\$ 63,412	\$ 64,680
Other Event Expenses	\$ 212,242	\$ 216,486	\$ 220,816	\$ 225,232	\$ 229,737	\$ 234,332	\$ 239,019	\$ 243,799	\$ 248,675	\$ 253,648	\$ 258,721
Total Departmental Expenses	\$ 1,185,339	\$ 1,221,764	\$ 1,259,171	\$ 1,297,588	\$ 1,337,034	\$ 1,377,541	\$ 1,419,134	\$ 1,461,839	\$ 1,505,684	\$ 1,550,899	\$ 1,598,912
Departmental Profit	\$ 1,704,583	\$ 1,768,350	\$ 1,833,985	\$ 1,901,539	\$ 1,971,061	\$ 2,042,603	\$ 2,118,219	\$ 2,191,962	\$ 2,269,889	\$ 2,350,056	\$ 2,432,521
Operating Expenses											
Admin & General	\$ 288,992	\$ 296,011	\$ 309,316	\$ 319,913	\$ 330,810	\$ 342,014	\$ 353,535	\$ 365,380	\$ 377,557	\$ 390,075	\$ 402,943
Information Technology	\$ 231,194	\$ 239,209	\$ 247,453	\$ 255,930	\$ 264,648	\$ 273,612	\$ 282,829	\$ 292,304	\$ 302,046	\$ 312,060	\$ 322,355
Sales & Marketing	\$ 231,194	\$ 239,209	\$ 247,453	\$ 255,930	\$ 264,648	\$ 273,612	\$ 282,829	\$ 292,304	\$ 302,046	\$ 312,060	\$ 322,355
Energy/Water	\$ 144,486	\$ 149,506	\$ 154,658	\$ 159,856	\$ 165,406	\$ 171,007	\$ 176,768	\$ 182,690	\$ 188,779	\$ 195,038	\$ 201,472
Property Operations & Maint.	\$ 144,486	\$ 149,506	\$ 154,658	\$ 159,856	\$ 165,406	\$ 171,007	\$ 176,768	\$ 182,690	\$ 188,779	\$ 195,038	\$ 201,472
Total Operating Expenses	\$ 1,040,372	\$ 1,076,441	\$ 1,113,536	\$ 1,151,685	\$ 1,190,914	\$ 1,231,252	\$ 1,272,727	\$ 1,315,368	\$ 1,359,206	\$ 1,404,272	\$ 1,450,596
Gross Operating Profit	\$ 664,211	\$ 691,909	\$ 720,449	\$ 749,854	\$ 780,147	\$ 811,351	\$ 843,492	\$ 876,594	\$ 910,683	\$ 945,784	\$ 981,925
Management Fees & Salaries	\$ 173,395	\$ 179,407	\$ 185,589	\$ 191,948	\$ 198,496	\$ 205,209	\$ 212,121	\$ 219,228	\$ 226,534	\$ 234,045	\$ 241,766
Fixed Expenses											
Property Taxes	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,001
Insurance	\$ 44,571	\$ 45,482	\$ 46,371	\$ 47,299	\$ 48,245	\$ 49,210	\$ 50,194	\$ 51,198	\$ 52,222	\$ 53,268	\$ 54,331
FF&E Reserve	\$ 73,149	\$ 76,307	\$ 79,563	\$ 82,819	\$ 86,376	\$ 89,939	\$ 93,610	\$ 97,392	\$ 101,288	\$ 105,301	\$ 109,433
Total Fixed Expenses	\$ 317,719	\$ 321,789	\$ 325,934	\$ 330,217	\$ 334,621	\$ 339,149	\$ 343,804	\$ 348,590	\$ 353,510	\$ 358,567	\$ 363,766
NOI before Incentives	\$ 173,096	\$ 190,733	\$ 208,925	\$ 227,699	\$ 247,040	\$ 266,964	\$ 287,567	\$ 308,776	\$ 330,638	\$ 353,172	\$ 376,384
Extraordinary Income											
Hotel Motel Tax Rebate	\$ 128,010	\$ 133,538	\$ 139,235	\$ 145,107	\$ 151,159	\$ 157,384	\$ 163,818	\$ 170,436	\$ 177,254	\$ 184,276	\$ 191,508
Tiff Rebate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 128,010	\$ 133,538	\$ 139,235	\$ 145,107	\$ 151,159	\$ 157,384	\$ 163,818	\$ 170,436	\$ 177,254	\$ 184,276	\$ 191,508
Interest	\$ 216,043	\$ 209,995	\$ 203,644	\$ 196,875	\$ 189,974	\$ 182,822	\$ 174,902	\$ 166,797	\$ 158,286	\$ 149,350	\$ 139,967
Net Income Before Taxes	\$ 85,064	\$ 114,276	\$ 144,517	\$ 175,821	\$ 208,225	\$ 241,766	\$ 276,482	\$ 312,415	\$ 349,606	\$ 388,098	\$ 427,934

DMACC – Legacy Plaza P&L

DMACC Legacy Plaza	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Receipts												
Brewery Expansion and Craft Bar	\$ -	\$ 768,733	\$ 1,568,214	\$ 1,599,579	\$ 1,631,570	\$ 1,664,202	\$ 1,697,466	\$ 1,731,435	\$ 1,766,064	\$ 1,801,385	\$ 1,837,413	\$ 1,874,161
Event Center Lease	\$ -	\$ 6,667	\$ 30,000	\$ 35,000	\$ 40,000	\$ 42,500	\$ 45,000	\$ 47,500	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060
Total Receipts	\$ -	\$ 775,399	\$ 1,598,214	\$ 1,634,579	\$ 1,671,570	\$ 1,706,702	\$ 1,742,466	\$ 1,778,935	\$ 1,816,064	\$ 1,852,385	\$ 1,889,433	\$ 1,927,222
Retail Cost of Sales												
Cost of Goods Sold	\$ -	\$ 308,609	\$ 636,089	\$ 650,562	\$ 665,285	\$ 679,267	\$ 693,509	\$ 708,016	\$ 722,794	\$ 737,249	\$ 751,994	\$ 767,034
Direct Labor	\$ -	\$ 17,012	\$ 35,065	\$ 35,863	\$ 36,674	\$ 37,445	\$ 38,230	\$ 39,030	\$ 39,844	\$ 40,641	\$ 41,454	\$ 42,283
Total Cost of Sales	\$ -	\$ 325,621	\$ 671,154	\$ 686,425	\$ 701,959	\$ 716,712	\$ 731,739	\$ 747,046	\$ 762,638	\$ 777,891	\$ 793,449	\$ 809,318
Operating Expenses												
Rent/Utilities	\$ -	\$ 28,938	\$ 59,645	\$ 61,002	\$ 62,393	\$ 63,694	\$ 65,030	\$ 66,390	\$ 67,776	\$ 69,131	\$ 70,514	\$ 71,924
Insurance	\$ -	\$ 4,500	\$ 9,461	\$ 9,677	\$ 9,896	\$ 10,104	\$ 10,316	\$ 10,531	\$ 10,751	\$ 10,966	\$ 11,185	\$ 11,409
Labor, Including Admin	\$ -	\$ 37,808	\$ 77,929	\$ 79,702	\$ 81,506	\$ 83,219	\$ 84,964	\$ 86,741	\$ 88,551	\$ 90,322	\$ 92,129	\$ 93,971
Other	\$ -	\$ 99,236	\$ 204,539	\$ 209,183	\$ 213,828	\$ 218,424	\$ 223,003	\$ 227,668	\$ 232,420	\$ 237,066	\$ 241,810	\$ 246,646
Total Operating Expenses	\$ -	\$ 170,572	\$ 351,575	\$ 359,575	\$ 367,712	\$ 375,440	\$ 383,312	\$ 391,330	\$ 399,498	\$ 407,486	\$ 415,637	\$ 423,950
Gross Operating Profit	\$ -	\$ 279,206	\$ 575,485	\$ 588,579	\$ 601,899	\$ 614,549	\$ 627,434	\$ 640,559	\$ 653,928	\$ 667,007	\$ 680,347	\$ 693,954
Other Expenses												
Interest	\$ -	\$ 91,250	\$ 88,490	\$ 85,583	\$ 82,550	\$ 79,356	\$ 76,001	\$ 72,479	\$ 68,781	\$ 64,898	\$ 60,821	\$ 56,540
Total Other Expenses	\$ -	\$ 91,250	\$ 88,490	\$ 85,583	\$ 82,550	\$ 79,356	\$ 76,001	\$ 72,479	\$ 68,781	\$ 64,898	\$ 60,821	\$ 56,540
Total Depreciation/Amortization Expense	\$ -	\$ 5,800	\$ 11,956	\$ 12,227	\$ 12,503	\$ 12,786	\$ 13,034	\$ 13,306	\$ 13,584	\$ 13,866	\$ 14,133	\$ 14,416
Property Taxes	\$ -	\$ 4,501	\$ 9,181	\$ 9,365	\$ 9,552	\$ 9,743	\$ 9,938	\$ 10,137	\$ 10,340	\$ 10,546	\$ 10,757	\$ 10,972
Total Expenses	\$ -	\$ 597,744	\$ 1,132,366	\$ 1,163,184	\$ 1,174,277	\$ 1,194,017	\$ 1,214,026	\$ 1,234,299	\$ 1,254,840	\$ 1,274,679	\$ 1,294,797	\$ 1,316,196
Net Income Before Taxes	\$ -	\$ 177,655	\$ 465,859	\$ 481,395	\$ 497,293	\$ 512,684	\$ 528,461	\$ 544,637	\$ 561,224	\$ 577,707	\$ 594,636	\$ 612,026

DMACC Legacy Plaza	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Receipts										
Brewery Expansion and Craft Bar	\$ 1,911,645	\$ 1,949,877	\$ 1,988,875	\$ 2,028,653	\$ 2,069,226	\$ 2,110,610	\$ 2,152,822	\$ 2,195,879	\$ 2,239,796	\$ 2,284,592
Event Center Lease	\$ 54,122	\$ 55,204	\$ 56,308	\$ 57,434	\$ 58,583	\$ 59,755	\$ 60,950	\$ 62,169	\$ 63,412	\$ 64,680
Total Receipts	\$ 1,965,766	\$ 2,005,082	\$ 2,045,183	\$ 2,086,087	\$ 2,127,809	\$ 2,170,365	\$ 2,213,772	\$ 2,258,047	\$ 2,303,208	\$ 2,349,273
Retail Cost of Sales										
Cost of Goods Sold	\$ 782,375	\$ 798,022	\$ 813,983	\$ 830,263	\$ 846,868	\$ 863,805	\$ 881,081	\$ 898,703	\$ 916,677	\$ 935,010
Direct Labor	\$ 43,129	\$ 43,991	\$ 44,871	\$ 45,769	\$ 46,684	\$ 47,618	\$ 48,570	\$ 49,542	\$ 50,532	\$ 51,543
Total Cost of Sales	\$ 825,504	\$ 842,014	\$ 858,854	\$ 876,031	\$ 893,552	\$ 911,423	\$ 929,651	\$ 948,244	\$ 967,209	\$ 986,554
Operating Expenses										
Rent/Utilities	\$ 73,362	\$ 74,830	\$ 76,326	\$ 77,853	\$ 79,410	\$ 80,998	\$ 82,618	\$ 84,270	\$ 85,956	\$ 87,675
Insurance	\$ 11,637	\$ 11,870	\$ 12,107	\$ 12,350	\$ 12,597	\$ 12,849	\$ 13,106	\$ 13,368	\$ 13,635	\$ 13,908
Labor, Including Admin	\$ 95,861	\$ 97,768	\$ 99,723	\$ 101,718	\$ 103,752	\$ 105,827	\$ 107,944	\$ 110,102	\$ 112,304	\$ 114,551
Other	\$ 251,579	\$ 256,610	\$ 261,743	\$ 266,977	\$ 272,317	\$ 277,763	\$ 283,319	\$ 288,985	\$ 294,765	\$ 300,660
Total Operating Expenses	\$ 432,429	\$ 441,078	\$ 449,899	\$ 458,897	\$ 468,075	\$ 477,437	\$ 486,986	\$ 496,725	\$ 506,660	\$ 516,793
Gross Operating Profit	\$ 707,833	\$ 721,990	\$ 736,430	\$ 751,158	\$ 766,181	\$ 781,505	\$ 797,135	\$ 813,078	\$ 829,339	\$ 845,926
Other Expenses										
Interest	\$ 52,044	\$ 47,325	\$ 42,369	\$ 37,165	\$ 31,701	\$ 25,964	\$ 19,940	\$ 13,615	\$ 6,973	\$ 0
Total Other Expenses	\$ 52,044	\$ 47,325	\$ 42,369	\$ 37,165	\$ 31,701	\$ 25,964	\$ 19,940	\$ 13,615	\$ 6,973	\$ 0
Total Depreciation/Amortization Expense	\$ 14,704	\$ 14,998	\$ 15,298	\$ 15,604	\$ 15,916	\$ 16,234	\$ 16,559	\$ 16,890	\$ 17,228	\$ 17,573
Property Taxes	\$ 11,192	\$ 11,416	\$ 11,644	\$ 11,877	\$ 12,114	\$ 12,357	\$ 12,604	\$ 12,856	\$ 13,113	\$ 13,113
Total Expenses	\$ 1,335,873	\$ 1,356,830	\$ 1,378,064	\$ 1,399,574	\$ 1,421,359	\$ 1,443,415	\$ 1,465,740	\$ 1,488,331	\$ 1,511,184	\$ 1,534,032
Net Income Before Taxes	\$ 629,893	\$ 648,251	\$ 667,119	\$ 686,512	\$ 706,450	\$ 726,950	\$ 748,032	\$ 769,717	\$ 792,025	\$ 815,240

DMACC Legacy Commons P&L

DMACC Legacy Commons	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Receipts												
Green Space Attraction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legacy Commons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plaza Infrastructure Improvements	\$ -	\$ 535,541	\$ 1,363,969	\$ 2,228,708	\$ 2,185,008	\$ 2,228,708	\$ 2,273,282	\$ 2,318,748	\$ 2,365,123	\$ 2,412,426	\$ 2,460,674	\$ 2,508,888
Academic Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Receipts	\$ -	\$ 535,541	\$ 1,363,969	\$ 2,228,708	\$ 2,185,008	\$ 2,228,708	\$ 2,273,282	\$ 2,318,748	\$ 2,365,123	\$ 2,412,426	\$ 2,460,674	\$ 2,508,888
Retail Cost of Sales												
Cost of Goods Sold	\$ -	\$ 213,145	\$ 542,860	\$ 887,026	\$ 869,633	\$ 887,026	\$ 904,766	\$ 922,962	\$ 941,319	\$ 960,145	\$ 979,348	\$ 990,935
Direct Labor	\$ -	\$ 11,750	\$ 29,925	\$ 48,888	\$ 47,539	\$ 48,898	\$ 49,876	\$ 50,873	\$ 51,891	\$ 52,929	\$ 53,987	\$ 55,067
Total Cost of Sales	\$ -	\$ 224,895	\$ 572,785	\$ 935,924	\$ 917,172	\$ 935,924	\$ 954,642	\$ 973,735	\$ 993,210	\$ 1,013,074	\$ 1,033,335	\$ 1,054,002
Operating Expenses												
Rent/Utilities	\$ -	\$ 19,986	\$ 50,903	\$ 83,175	\$ 81,545	\$ 83,175	\$ 84,839	\$ 86,536	\$ 88,268	\$ 90,032	\$ 91,832	\$ 93,669
Insurance	\$ -	\$ 3,170	\$ 8,075	\$ 13,194	\$ 12,935	\$ 13,194	\$ 13,458	\$ 13,727	\$ 14,002	\$ 14,282	\$ 14,567	\$ 14,859
Labor, Including Admin	\$ -	\$ 26,113	\$ 66,507	\$ 108,672	\$ 108,541	\$ 108,672	\$ 110,845	\$ 113,062	\$ 115,323	\$ 117,630	\$ 119,982	\$ 122,382
Other	\$ -	\$ 68,539	\$ 174,561	\$ 285,230	\$ 279,637	\$ 285,230	\$ 290,935	\$ 296,753	\$ 302,688	\$ 308,742	\$ 314,917	\$ 321,215
Total Operating Expenses	\$ -	\$ 117,808	\$ 300,046	\$ 490,271	\$ 480,658	\$ 490,271	\$ 500,077	\$ 510,078	\$ 520,280	\$ 530,685	\$ 541,299	\$ 552,125
Gross Operating Profit	\$ -	\$ 192,836	\$ 491,138	\$ 802,513	\$ 788,778	\$ 802,513	\$ 818,564	\$ 834,935	\$ 851,634	\$ 868,666	\$ 886,040	\$ 903,760
Other Expenses												
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ 5,409	\$ 91,250	\$ 88,490	\$ 85,593	\$ 82,550	\$ 79,356	\$ 76,901	\$ 74,479	\$ 68,781	\$ 64,898	\$ 60,821
Total Other Expenses	\$ -	\$ 5,409	\$ 91,250	\$ 88,490	\$ 85,593	\$ 82,550	\$ 79,356	\$ 76,901	\$ 74,479	\$ 68,781	\$ 64,898	\$ 60,821
Total Depreciation/Amortization Expense	\$ -	\$ 4,006	\$ 10,202	\$ 16,671	\$ 16,344	\$ 16,671	\$ 17,004	\$ 17,344	\$ 17,691	\$ 18,045	\$ 18,406	\$ 18,774
Property Taxes	\$ -	\$ -	\$ 5,895	\$ 9,681	\$ 9,874	\$ 10,072	\$ 10,273	\$ 10,479	\$ 10,688	\$ 10,902	\$ 11,120	\$ 11,343
Total Expenses	\$ -	\$ 352,118	\$ 979,978	\$ 1,541,037	\$ 1,510,041	\$ 1,535,488	\$ 1,581,352	\$ 1,587,638	\$ 1,614,348	\$ 1,641,487	\$ 1,669,059	\$ 1,697,064
Net Income Before Taxes	\$ -	\$ 183,423	\$ 383,991	\$ 687,671	\$ 674,967	\$ 693,220	\$ 711,930	\$ 731,110	\$ 750,775	\$ 770,938	\$ 791,618	\$ 812,823

DMACC Legacy Commons	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Receipts										
Green Space Attraction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legacy Commons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plaza Infrastructure Improvements	\$ 2,560,085	\$ 2,611,287	\$ 2,663,513	\$ 2,716,783	\$ 2,771,119	\$ 2,826,541	\$ 2,883,072	\$ 2,940,733	\$ 2,999,548	\$ 3,059,539
Academic Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Receipts	\$ 2,560,085	\$ 2,611,287	\$ 2,663,513	\$ 2,716,783	\$ 2,771,119	\$ 2,826,541	\$ 2,883,072	\$ 2,940,733	\$ 2,999,548	\$ 3,059,539
Retail Cost of Sales										
Cost of Goods Sold	\$ 1,018,914	\$ 1,039,292	\$ 1,060,078	\$ 1,081,280	\$ 1,102,905	\$ 1,124,963	\$ 1,147,483	\$ 1,170,412	\$ 1,193,820	\$ 1,217,696
Direct Labor	\$ 56,168	\$ 57,292	\$ 58,437	\$ 59,606	\$ 60,798	\$ 62,014	\$ 63,255	\$ 64,520	\$ 65,810	\$ 67,126
Total Cost of Sales	\$ 1,075,082	\$ 1,096,584	\$ 1,118,516	\$ 1,140,886	\$ 1,163,704	\$ 1,186,978	\$ 1,210,717	\$ 1,234,932	\$ 1,259,630	\$ 1,284,823
Operating Expenses										
Rent/Utilities	\$ 95,542	\$ 97,453	\$ 99,402	\$ 101,390	\$ 103,418	\$ 105,487	\$ 107,596	\$ 109,748	\$ 111,943	\$ 114,182
Insurance	\$ 15,156	\$ 15,459	\$ 15,768	\$ 16,083	\$ 16,405	\$ 16,733	\$ 17,068	\$ 17,409	\$ 17,757	\$ 18,112
Labor, Including Admin	\$ 124,830	\$ 127,326	\$ 129,873	\$ 132,470	\$ 135,120	\$ 137,822	\$ 140,579	\$ 143,390	\$ 146,258	\$ 149,183
Other	\$ 327,640	\$ 334,193	\$ 340,876	\$ 347,694	\$ 354,648	\$ 361,741	\$ 368,976	\$ 376,355	\$ 383,882	\$ 391,560
Total Operating Expenses	\$ 563,168	\$ 574,431	\$ 585,920	\$ 597,636	\$ 609,591	\$ 621,782	\$ 634,218	\$ 646,903	\$ 659,841	\$ 673,037
Gross Operating Profit	\$ 921,836	\$ 940,272	\$ 959,078	\$ 978,259	\$ 997,824	\$ 1,017,781	\$ 1,038,136	\$ 1,058,889	\$ 1,080,077	\$ 1,101,679
Other Expenses										
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 56,540	\$ 52,044	\$ 47,325	\$ 42,369	\$ 37,165	\$ 31,701	\$ 25,964	\$ 19,940	\$ 13,615	\$ 6,973
Total Other Expenses	\$ 56,540	\$ 52,044	\$ 47,325	\$ 42,369	\$ 37,165	\$ 31,701	\$ 25,964	\$ 19,940	\$ 13,615	\$ 6,973
Total Depreciation/Amortization Expense	\$ 19,149	\$ 19,532	\$ 19,923	\$ 20,322	\$ 20,728	\$ 21,143	\$ 21,565	\$ 21,997	\$ 22,437	\$ 22,885
Property Taxes	\$ 11,589	\$ 11,801	\$ 12,037	\$ 12,278	\$ 12,523	\$ 12,774	\$ 13,029	\$ 13,290	\$ 13,555	\$ 13,827
Total Expenses	\$ 1,725,508	\$ 1,754,392	\$ 1,783,720	\$ 1,813,492	\$ 1,843,710	\$ 1,874,377	\$ 1,905,494	\$ 1,937,060	\$ 1,969,078	\$ 2,001,546
Net Income Before Taxes	\$ 834,577	\$ 856,894	\$ 879,793	\$ 903,291	\$ 927,408	\$ 952,164	\$ 977,578	\$ 1,003,673	\$ 1,030,470	\$ 1,057,993

Newton/504612-51/Auth Joint Agreement

RESOLUTION 2023-023

Resolution Approving Joint Agreement with Jasper County, Iowa for urban renewal purposes

WHEREAS, pursuant to the requirements of Section 403.17 of the Code of Iowa, the City of Newton, Iowa (the "City"), has been asked by Jasper County, Iowa (the "County") to consent to the inclusion of certain real property in the Legacy Plaza Urban Renewal Area; and

WHEREAS, the City's consent must come in the form of a joint agreement with the County, and a certain Joint Agreement Between Jasper County and the City of Newton (the "Agreement") has been prepared for approval and execution by the City; and

WHEREAS, it is now necessary for this City Council to take action with respect to the authorization of the Agreement;

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

Section 1. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement to the County on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions to the Agreement as they, with the advice of bond counsel, may deem necessary.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this February 6, 2023.



Mayor

Attest:



City Clerk



AGREEMENT FOR PRIVATE DEVELOPMENT

By and Among

THE CITY OF NEWTON, IOWA

AND

CHRISTENSEN DEVELOPMENT 1, LLC

AND

JASPER COUNTY, IOWA

February 24, 2023

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the 24 day of February, 2023, by and among the CITY OF NEWTON, IOWA, a municipality (the "City"), and JASPER COUNTY, IOWA, a municipality (the "County"), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (hereinafter called "Urban Renewal Act"), and CHRISTENSEN DEVELOPMENT 1, LLC, an Iowa limited liability company (the "Developer"). The City, County, and Developer are "Parties" to this Agreement.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I-A. CONDITIONS PRECEDENT

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

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

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

ARTICLE I-B. DEFINITIONS

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

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

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

Assessor means the Assessor for Jasper County, Iowa.

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

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

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

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

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

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

Commencement Date means the date of this Agreement.

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

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

County means the County of Jasper, Iowa.

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

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

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

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

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

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

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

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

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

Iowa Reinvestment Act means Chapter 15J of the Code.

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

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

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

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

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

Minimum Improvements means the Apartment Improvements, the Hotel Improvements, and related site improvements that are constructed on the Development Property, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Section 3.4 of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinance(s) of the County under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Redevelopment Grants mean the payments to be made by the County to the Developer under Article VIII of this Agreement.

Reinvestment District means the property comprising the Newton Legacy Reinvestment District established pursuant to the Revised Iowa Reinvestment District Plan and Iowa Reinvestment Act.

Reinvestment Funds means the state sales tax and hotel tax revenues from the Reinvestment District collected and deposited with the County pursuant to the Iowa Reinvestment Act.

Revised Iowa Reinvestment District Plan means the revised plan in support of the creation of a reinvestment district under the Iowa Reinvestment Act for the Newton Legacy Reinvestment District approved and submitted to the IEDA by the County, which revised plan shall identify the County as the applicant and recipient of any Reinvestment Funds.

Shortfall Debt means the difference between the County's Debt Service payments and the amount of Reinvestment Funds received by the County.

State means the State of Iowa.

State Downtown Housing Grant means the grant from the City to the Developer pursuant to Section 6.5 of this Agreement for the completion of the Apartment Improvements using proceeds from the State received by the City pursuant to the State Downtown Housing Grant Agreement.

State Downtown Housing Grant Agreement means the agreement between the Iowa Economic Development Authority ("IEDA") and the City, that provides the City with a Downtown Housing Grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) for the completion of the Apartment Improvements via Award No. 22-ARPDH-041 (the "State Downtown Housing Grant"), which Agreement is attached hereto as Exhibit I.

Tax Increments means the property tax revenues on the assessed value of the Minimum Improvements and Development Property (building and land value) above the Base Value divided and made available to the County for deposit in the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations, or the County with respect to the County's obligations).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved in respect of the Legacy Plaza Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City and County, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State, and federal laws and regulations.

f. The Developer shall use its best efforts to obtain, or cause to be obtained, in a timely manner, with respect to the Minimum Improvements, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. The Developer has firm commitments for construction or acquisition and financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with this Agreement.

i. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall commence on or before October 1, 2023 and be complete on or before October 1, 2025, unless otherwise agreed upon by the parties.

k. It is anticipated that the construction of the Minimum Improvements will require a total investment of approximately \$30,000,000.

Section 2.3. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant, or employee of the County in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 3.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and issuances shall be made according to normal City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements shall not be significantly less than the scope and scale as described in this Agreement and the Revised Iowa Reinvestment District Plan.

b. The Developer agrees that it shall permit designated representatives of the City and County, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be commenced and completed by the dates set forth in Section 2.2(j). Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.2. Minimum Assessment Agreement.

a. As further consideration for this Agreement, Developer, City and County shall execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, County, the Assessor, the holder of any Mortgage and all prior lienholders shall agree to a Minimum Actual Value for the Minimum Improvements and the Development Property of not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026. Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value."

b. Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until it terminates in accordance with its terms. The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or parts thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of any Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement. Developer shall ensure that any existing lienholder shall sign a written consent to the Minimum Assessment Agreement in a form satisfactory to the City and County.

Section 3.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

c. Should Developer successfully protest the assessed value of the Development Property and be reimbursed by the County for overpaid taxes for any fiscal year in which Developer has already received Redevelopment Grants, the County may: (i) reduce any subsequent Redevelopment Grants by an amount equivalent to the portion of the prior Redevelopment Grants that would not have been paid if the Property had originally been assessed at the adjusted value; or (ii) recoup from Developer an amount equivalent to the portion of the prior Redevelopment Grants that would not have been paid if the Property had originally been assessed at the adjusted value if the set off in (i) is not available or feasible.

Section 3.4. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the County, furnish the County with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The County shall be named as an additional insured for the County's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or Developer's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the County may be held responsible (with coverage to the County at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the County.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the County shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure. Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

c. All insurance required by this Section 3.4 to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

ARTICLE IV. COVENANTS OF THE DEVELOPER

Section 4.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 4.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 4.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 4.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.5. Available Information. Upon request, Developer shall promptly provide the City and County with copies of information requested by City or County that are reasonably related to this Agreement so that City and County can determine compliance with the Agreement, unless disclosure of the requested information is otherwise restricted or prohibited by law.

Section 4.6. Certification of Costs for Purposes of the State Downtown Housing Grant.

a. Developer shall provide the City with documentation of its Costs suitable to trigger a disbursement of funds under the State Downtown Housing Grant Agreement. Developer acknowledges that that all Costs must be incurred between June 1, 2023 and July 1, 2025 and related to the Apartment Improvements.

b. Developer acknowledges and agrees that prior to seeking reimbursement of Costs under the State Downtown Housing Grant Agreement, Developer must expend at least 25% of the State Downtown Housing Grant amount (\$150,000) as a "Developer Match" on the Apartment Improvements, which expenditure is not eligible for reimbursement from the State Downton Housing Grant and cannot be subject to reimbursement through the County's Construction Grant described in Article VII below.

c. Developer agrees to provide the City with any and all documentation necessary for the City to make the mid-project disbursement request under the State Downtown Housing Grant Agreement

within thirty (30) days after the Developer has incurred costs totaling 60% of the State Downtown Housing Grant amount (\$360,000) for the Apartment Buildings plus the 25% minimum Developer Match requirement (\$150,000), for a total expended cost of \$510,000.

d. Developer agrees to provide the City with any and all documentation necessary for the City to make the final disbursement request under the State Downtown Housing Grant Agreement (for the remaining 40% of the grant amount) within thirty (30) days following substantial completion of the Apartment Improvements, but in no event later than August 1, 2025, in consideration of the City's deadline of September 30, 2025 to submit the disbursement request under the State Downtown Housing Grant Agreement.

e. Developer shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Agreement. The Developer shall maintain books, records and documents in sufficient detail to demonstrate compliance with this Agreement and the State Downtown Housing Grant Agreement and shall maintain these materials for a period of five years beyond the end date of this Agreement or December 31, 2032, whichever is later.

f. Developer shall permit and allow the City, the County, the State, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy all of the documents set forth in this Section 4.6.

g. The Developer shall provide to the County a copy of all invoices, requests for reimbursement, and other documents provided to the City under this Section 4.6 to allow the County to administer the Construction Grant process outlined in Article VII, below.

Section 4.7. Operation of Minimum Improvements.

a. Following the issuance of a final certificate of occupancy for the Hotel Improvements until the Termination Date, Developer shall cause the Hotel Improvements to be operated as a hotel with a bar serving light food options, which hotel employs at least a Monthly Average of four (4) Full-Time Equivalent Employment Units to work at the Hotel Improvements. Developer's Annual Certifications, starting with the Certification due on October 15, 2026 and continuing until the Termination Date, shall show that a Monthly Average of at least four (4) Full-Time Equivalent Employment Units has been maintained at the Hotel Improvements.

b. Following the issuance of a final certificate of occupancy for the Apartment Improvements until the Termination Date, Developer shall cause the Apartment Improvements to be operated as a market rate housing apartment building which employs at least a Monthly Average of two (2) Full-Time Equivalent Employment Units to work at the Apartment Improvements. Developer's Annual Certifications, starting with the Certification due on October 15, 2026 and continuing until the Termination Date, shall show that a Monthly Average of at least two (2) Full-Time Equivalent Employment Units has been maintained at the Hotel Improvements.

c. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11)

months (prorated for the first certification), as shown in Developer's Annual Certification in Section 4.8. Developer shall not receive any Redevelopment Grants or Local Hotel Tax Rebates if the Monthly Average of Full-Time Equivalent Employment Units employed at the Minimum Improvements does not meet the requirements of this Section 4.7. Developer shall provide information as requested by the City or County to determine compliance with the foregoing employment obligations.

Section 4.8 Annual Certification. To assist County in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to County: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) proof that all Local Hotel Taxes on the operations of the Hotel Improvements have been timely paid for the prior fiscal year and through the date of the Annual Certification, attaching certified copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code); (iv) certification of the number of Full-Time Equivalent Employment Units employed at the Hotel Improvements and at the Apartment Improvements, respectively, as of October 1 and as of the first day of each of the preceding eleven (11) months; and (v) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2026 and continuing each October thereafter through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon reasonable written request of County. See Exhibit E for form required for Developer's Annual Certification.

ARTICLE V. ASSIGNMENT AND TRANSFER

Section 5.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interests under this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City and County consent thereto in writing in advance thereof, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City and County agree Developer may assign its interest in the Local Hotel Tax Rebates, Redevelopment Grants and Construction Grants under this Agreement to a lender as security for financing of the Minimum Improvements, provided Developer remains responsible for performance of all Developer's obligations hereunder.

Section 5.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. Until the full repayment of the Bonds issued pursuant to this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax

liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VI. CITY OBLIGATIONS

Section 6.1. Removal of Development Property from City Urban Renewal Area. The City shall remove the Development Property from the City's North Central Urban Renewal Area and all associated City tax increment ordinances within thirty (30) days of the Commencement Date of this Agreement, and agrees not to place the Development Property in another City-created urban renewal area or tax increment ordinance without the County's consent until the earlier of: (a) the County Debt Service and any Shortfall Debt is completely repaid; or (b) the County has received twenty (20) fiscal years of Tax Increment under the Ordinance.

Section 6.2. Revised Iowa Reinvestment District Plan. The County agrees to submit for approval and take all steps reasonably necessary to obtain the approval of the IEDA for the Revised Iowa Reinvestment District Plan. The City agrees to cooperate in the County's efforts and to take all steps reasonably necessary to assist the County in obtaining the IEDA's approval for the Revised Iowa Reinvestment District Plan. The City further agrees to complete the projects set forth in Section B5 of the Revised Iowa Reinvestment District Plan, referred to as the City of Newton Resiliency Zone projects, as and to the extent set forth therein, and to provide the IEDA and the County with any information or reports in the City's possession or control as reasonably required by the IEDA for purposes of administering the Revised Iowa Reinvestment District Plan.

Section 6.3. Local Hotel Tax Rebates.

a. Schedule. For and in consideration of the obligations being assumed by Developer hereunder, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make ten (10) consecutive annual payments of Local Hotel Tax Rebates, with the first payment to be made on or before the May 31 immediately following City's receipt of the first full calendar year of Local Hotel Tax payments from the State funded in part by Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property, and each subsequent payment to be made on or before May 31 following the City's receipt of each subsequent full year of Local Hotel Tax payments from the State generated by operation of the completed Minimum Improvements on the Development Property, continuing until the earlier of when ten (10) annual payments have been made or Developer has received \$200,000 in aggregate Local Hotel Tax Rebate payments. Each annual payment shall be equal to 100% of the Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property, received by the City from the State during the preceding full calendar year, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Local Hotel Tax Rebates")

b. Local Hotel Tax Reports. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually, on or before March 1 each year the Minimum Improvements are in operation until the last Local Hotel Tax Rebate payment has been

made, provide a Local Hotel Tax Report to the City for the prior calendar year, in the form attached as Exhibit D, along with copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code).

c. Limitations. The Local Hotel Tax Rebates are only for the completed Minimum Improvements constructed on the Development Property as described in this Agreement.

d. Conditions Precedent. Notwithstanding the provisions of this Section 6.3, the obligation of the City to make a Local Hotel Tax Rebate in any annual period shall be subject to and conditioned upon the following:

i. Developer's compliance with the terms of this Agreement, including but not limited to timely completion of the Hotel Improvements and payment of hotel/motel tax for the operation of the Hotel Improvements on the Development Property; and

ii. Developer's timely filing of complete Annual Certifications as required under Section 4.8; and

iii. Developer's timely filing of the Local Hotel Tax Reports, in the form of Exhibit D, as required under Section 6.3(b).

In the event that an Event of Default occurs or any certification filed by Developer under Section 4.8 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured, the City shall have no further obligation to make the Local Hotel Tax Rebates unless and until the Event of Default has been cured. Each Annual Certification filed by Developer under Section 4.8 hereof shall be considered separately in determining whether the City shall make any of the Local Hotel Tax Rebate payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Local Hotel Tax Rebate in any year serve to extend the term of this Agreement beyond the time period set forth in Section 6.3 which Local Hotel Tax Rebates may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Local Hotel Tax Rebates only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto.

e. Source of Local Hotel Tax Rebates Limited.

i. The Local Hotel Tax Rebates shall be payable from and secured solely and only by the amount of Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property and collected by the City from the State under Chapter 423A of the Code. To the extent of its authority, the City hereby covenants and agrees to maintain the Local Hotel Tax in force during the term hereof and to apply the appropriate percentage of Local Hotel Tax collected in respect of the operation of the Minimum Improvements on the Development Property to pay the Local Hotel Tax Rebates, as and to the extent set forth in this Article. The Local Hotel Tax Rebates shall not be payable in any manner by other tax revenues or by general taxation or from any other City funds.

ii. Each Local Hotel Tax Rebate is subject to periodic appropriation by the City Council. The City has no obligation to make any payments to Developer as contemplated under

this Agreement until the City Council appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Local Hotel Tax Rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

iii. Notwithstanding the provisions of Section 6.3 hereof, the City shall have no obligation to make a Local Hotel Tax Rebate to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Local Hotel Tax in connection with the Minimum Improvements to fund an Local Hotel Tax Rebate to Developer, as contemplated under said Section 6.3, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion, the City shall promptly forward notice of the same to Developer and the County.

f. Use of Other Local Hotel Tax. The City shall be free to use any and all of the Local Hotel Tax collected by the City above and beyond the percentage to be given to Developer in this Agreement, or any available Local Hotel Tax collected by the City resulting from the suspension or termination of the Local Hotel Tax Rebates hereunder, for any purpose for which the Local Hotel Tax may lawfully be used pursuant to the provisions of the Code, and the City shall have no obligations to Developer with respect to the use thereof.

Section 6.4. City Residential Grant. The City shall provide to the Developer \$1000 per Housing Unit completed as part of the Apartment Improvements ("City Residential Grant"), up to an aggregate, maximum amount not to exceed \$50,000, within thirty (30) days of the Developer's receipt of a final certificate of occupancy of the Apartment Improvements.

Section 6.5. Downtown Housing Grant.

a. For and in consideration of Developer's obligations hereunder to construct the Apartment Improvements, and subject to Developer being in compliance with this Agreement and the State Downtown Housing Agreement at the time of payment, the City agrees to grant to Developer up to the sum of Six Hundred Thousand Dollars (\$600,000.00) received from the State in accordance with the State Downtown Housing Agreement, a copy of which Agreement is attached hereto as Exhibit I and incorporated herein by this reference. The City shall disburse to Developer any amount of the State Grant received by the City within thirty (30) days after all of the following conditions are satisfied:

i. Developer shall provide the City all documentation, including copies of paid invoices and proof of payment, at project mid-point (described in Section 4.6(c), above) and project completion (described in Section 4.6(d), above), required by Article III of the State Downtown Housing Grant Agreement;

ii. Developer shall provide the City with any other documentation reasonably requested by the City to satisfy the terms of the State Downtown Housing Grant Agreement, and shall allow the City and the IEDA to review and observe, at any time, completed work or work in progress;

iii. Developer shall, on a quarterly basis, provide the City with information necessary for the City to provide the quarterly reports required by Section 5.3.1 of the State Downtown Housing Grant Agreement;

iv. Developer shall ensure that all publications and signage satisfy the requirements of the State Agreement and shall include the following: "This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury";

v. Developer shall be making substantial and timely progress toward completion of the Apartment Improvements consistent with the terms of this Agreement and the State Downtown Housing Grant Agreement;

vi. Developer shall be in compliance with the terms of this Agreement and the State Downtown Housing Grant Agreement (including any exhibits thereto); and

vii. The City shall have received the State Downtown Housing Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

b. The Developer agrees that, if the City is obligated to repay any amount of the grant funds disbursed to the City under the State Downtown Housing Grant Agreement, Developer shall pay to the City an amount equal to the City's repayment amount within thirty (30) days of the City's written demand for such repayment.

ARTICLE VII. CONSTRUCTION GRANT

Section 7.1. Issuing Bonds. It is recognized and agreed that the ability of the County to provide the Construction Grants described in Section 7.2 below is subject to completion and satisfaction of certain separate Board of Supervisor actions and required legal proceedings relating to the issuance of the Bonds. Specifically, all obligations of County to issue the Bonds whose proceeds shall be used to provide the Construction Grants are subject to each of the following Conditions Precedent:

a. The representations and warranties made by Developer in Section 2.2 shall be true and correct as of a Developer recertification statement that may be requested by the County at or near the time of the issuance of Bonds; such recertification statement of the representations and warranties made by Developer in Section 2.2 shall have the same force and effect as if made on the Commencement Date;

b. The Developer shall have acquired title to the Development Property;

- c. The City shall have removed the Development Property from the North Central Urban Renewal Area and any associated Tax Increment Financing Ordinance as required by Section 6.1;
- d. The IEDA shall have finally and unconditionally approved the Revised Iowa Reinvestment District Plan;
- e. The financial projections for the anticipated Reinvestment Funds to be created in the Reinvestment District shall not have materially decreased from those contained in the Revised Iowa Reinvestment District Plan;
- f. The Developer and City shall be in compliance with all the terms and provisions of this Agreement in all material respects;
- g. There has not been a substantial change for the worse in the financial resources and ability of the Developer, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill its covenants and obligations under this Agreement;
- h. The satisfaction of all conditions and procedures required (in the judgment of bond counsel for the County) by Chapter 331 and 403 of the Code with respect to the issuance of the Bonds, including the holding of all required public hearings relating to the same and the timely completion of any necessary referendum or reverse referendum processes.

Section 7.2. Construction Grant Amounts.

a. Apartment Construction Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the County agrees (subject to the conditions set forth in this Article and this Agreement) to make a Construction to Developer in support of the Apartment Improvements in an aggregate amount not to exceed two-thirds (2/3) of the Bond Proceeds (the "Apartment Construction Grant Amount"). Subject to the Conditions Precedent set forth below in Section 7.3, such Grant shall be disbursed in monthly installments equal to 75% of the actual Costs incurred by Developer to construct the Apartment Improvements as verified through a construction draw process to be reviewed by a third-party reviewer ("Apartment Disbursements"). Such third-party reviewer must have the qualifications and experience in reviewing project construction draws and be mutually agreeable to both the Developer and County. If the Developer's lender also has such a third-party reviewer requirement, the County has the right, but not the obligation, to utilize the same reviewer as the Developer's lender. Ten percent (10%) of the Apartment Construction Grant Amount shall be retained by the County and only disbursed upon issuance of a certificate of occupancy for the Apartment Improvements. For purposes of this Section 7.2(a), Developer shall not submit any Costs for reimbursement through this Article VII if the Costs were or will be submitted to the City for reimbursement through the State Downtown Housing Grant described in Section 6.5 or used for the Developer Match described in Section 4.6(b).

b. Hotel Construction Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the County agrees (subject to the conditions set forth in this Article and this Agreement) to make a Construction Grant to Developer in support of the Hotel Improvements in an aggregate amount not to exceed one-third (1/3) of the Bond Proceeds (the "Hotel Construction Grant Amount"). Subject to the Conditions Precedent set forth in Section 7.3, such Grant shall be disbursed in monthly installments equal to 75% of the actual Costs incurred by Developer to construct the Hotel Improvements as verified through a construction draw process to be reviewed by a third-party reviewer ("Hotel Disbursements"). Such third-party reviewer must have the qualifications and experience in reviewing project construction draws and be mutually agreeable to both Parties. If the Developer's lender also has such a third-party reviewer

requirement, the County has the right, but not the obligation, to utilize the same reviewer as the Developer's lender. Ten percent (10%) of the Hotel Construction Grant Amount shall be retained by the County and only disbursed upon issuance of a certificate of occupancy for the Hotel Improvements.

c. The Apartment Disbursements and Hotel Disbursements available under this Section 7.2 are collectively referred to as "Disbursements." Each of the Apartment Disbursements and Hotel Disbursements may be individually referred to as a "Disbursement."

Section 7.3. Conditions Precedent to Construction Grant Disbursements. Notwithstanding the provisions of Section 7.2 above, the County's obligation to provide Developer with a Disbursement under this Agreement in any year shall be subject to satisfaction of the following conditions precedent:

- a. Developer shall not be in default under the terms and provisions of this Agreement; and
- b. The Minimum Assessment Agreement shall be fully executed and in effect; and
- c. The County shall have obtained financing of the Bonds on such terms and conditions as it shall deem necessary or desirable in its sole and absolute discretion, and there shall be sufficient proceeds from the Bonds to pay the Disbursement; and
- d. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill its covenants and obligations under this Agreement with respect to the Project; and
- e. The verification of the Costs as set forth in Section 7.2 for the applicable improvements.

Should Developer fail to qualify for any Disbursement due to its own, uncured Event of Default, Developer shall be obligated to repay to the County the full amount of any prior Disbursements.

Section 7.4. Source of Construction Grant Funds Limited.

a. The Construction Grant Disbursements shall be payable from and secured solely and only by the Bond Proceeds. The Disbursements shall not be payable in any manner by general taxation or from any other County funds.

b. Notwithstanding the provisions of Section 7.2 hereof, the County shall have no obligation to make a Disbursement to Developer if at any time during the term hereof the County receives an opinion from its legal counsel to the effect that the use of the Bond Proceeds to fund a Disbursement to Developer, as contemplated under said Section 7.2, is not authorized under the applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the County shall promptly forward notice of the same to Developer.

ARTICLE VIII. REDEVELOPMENT GRANTS

Section 8.1. Redevelopment Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the County agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) consecutive annual payments of Redevelopment Grants to Developer, each Redevelopment Grant comprised of 100% of Tax Increments collected by the County with respect to the Minimum Improvements and Development Property during the preceding twelve-month period, but subject to the schedule, limitations and adjustments as provided in this Article.

b. Schedule of Redevelopment Grants. Assuming completion of the Minimum Improvements by October 1, 2025, full assessment of the Minimum Improvements on January 1, 2026, compliance with the annual certification requirements by Developer, debt certification by the County to the Auditor of the County prior to December 1, 2026, and the absence of any Event of Default as of any payment date, the Redevelopment Grants shall commence on June 1, 2028, and end on June 1, 2037, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37

c. Calculation of Grants. Each annual Redevelopment Grant payment shall be equal in amount to the above percentages of the Tax Increments collected by the County with respect to the Minimum Improvements and the Development Property under the terms of the Ordinance and deposited into the Christensen Development 1, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 of the Code, and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Redevelopment Grants"). Tax Increments shall be calculated based upon the incremental value of the Minimum Improvements and Development Property above the Base Value.

d. Limitation to Minimum Improvements. The Redevelopment Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Redevelopment Grants, would be the subject of an amendment or new agreement, at the sole discretion of the County Supervisors.

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the County to make a Redevelopment Grant in any year shall be subject to and conditioned upon the following:

- a. the completion (as established by the receipt of a certificate of occupancy) and full assessment of the Minimum Improvements by January 1, 2026; and
- b. compliance with the terms of this Agreement by Developer, including, but not limited to, the operational obligations in Section 4.7 of this Agreement for, and payment of property taxes on, the Minimum Improvements and Development Property; and
- c. timely filing by Developer of the Annual Certifications required under Section 4.8 hereof which show no Event of Default, and approval thereof by the County's Board of Supervisors.

Each Annual Certification filed by Developer under Section 4.8 hereof shall be considered separately in determining whether the County shall make any of the Redevelopment Grant payments available to Developer under this Article VIII. Unless otherwise extended by the County in writing in its sole reasonable discretion, the failure by Developer to qualify for an Redevelopment Grant in any year shall not serve to extend the term of this Agreement beyond the Termination Date or the years during which Redevelopment Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Redevelopment Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto.

Section 8.3. Maximum Amount of Redevelopment Grants. The aggregate amount of Redevelopment Grants that may be paid to Developer under Section 8.1 shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in Section 8.1(b) or (ii) \$2,600,000. It is further agreed and understood that each Redevelopment Grant shall come solely and only from incremental taxes received by the County under Iowa Code Section 403.19 from levies upon the Minimum Improvements and Development Property (above the Base Value). The County makes no representation with respect to the amounts that may finally be paid to the Developer, and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1, even if the applicable aggregate maximum as set forth above is not met.

Section 8.4. Source of Redevelopment Grant Funds Limited.

a. The Redevelopment Grants shall be payable from and secured solely and only by the Tax Increments on the Development Property and Minimum Improvements deposited and held in the Christensen Development 1, LLC TIF Account of the Legacy Plaza Urban Renewal Tax Increment Revenue Fund of the County. The County hereby covenants and agrees to maintain the Ordinance in force during the term hereof to the extent allowed by controlling law and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements to pay the Redevelopment Grants, as and to the extent set forth in this Article. The Redevelopment Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Redevelopment Grants for which Developer is eligible, and any monies received back under chapter 426C

of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Redevelopment Grants for which Developer is eligible.

b. Each Redevelopment Grant is subject to annual appropriation by the Board of Supervisors of the County. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future Redevelopment Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the County shall have no obligation to make an Redevelopment Grant to Developer if at any time during the term hereof the County fails to appropriate funds for payment, the Tax Increment is not made available to the County, or the County receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Redevelopment Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. In such event, the County shall promptly forward written notice of the same to Developer. If the non-appropriation or circumstances or legal constraints continue for a period during which two (2) annual Redevelopment Grants would otherwise have been paid to Developer under the terms of Section 8.1, the County may terminate this Agreement, without penalty or other liability to the County, by written notice to Developer and City.

Section 8.5 Reserved.

Section 8.6. Other Uses of Tax Increments.

a. City Reimbursement. After the earlier of (i) the County having made the ten (10) Redevelopment Grant payments contemplated by Section 8.1 of this Agreement, (ii) the County having made the Redevelopment Grant payments in the maximum amount of \$2,600,000 contemplated by Section 8.3 of this Agreement, or (iii) the County's obligation to make additional Redevelopment Grants is terminated due to an uncured Event of Default by the Developer, the County agrees to use available Tax Increments to repay the City a one-time payment of \$65,000 ("City Reimbursement"). The City Reimbursement shall only be paid by the County with Tax Increment not being used to make the Redevelopment Grants to Developer and shall not be paid by any other County funds. In addition, the City shall be entitled to City Reimbursement only if the City is in compliance with the terms of this Agreement at the time of payment, including the payment of the City Residential Grant to the Developer in the amount of \$50,000.

b. Shortfall Debt. After the earlier of (i) the County having made the ten (10) Redevelopment Grant payments contemplated by Section 8.1 of this Agreement, (ii) the County having made the Redevelopment Grant payments in the maximum amount of \$2,600,000 contemplated by Section 8.3 of this Agreement, or (iii) the County's obligation to make additional Redevelopment Grants is terminated due to an uncured Event of Default by the Developer; and if, for any reason whatsoever, the Reinvestment Funds received by the County from the State and generated from the Reinvestment District, pursuant to the Reinvestment Act, are insufficient to fully pay any prior Debt Service payments for the Bonds issued to provide the Construction Grants, then Developer and City agree the County may certify as debt under the Ordinance and Section 403.19 of the Code an amount equal to the difference between the amount of the Reinvestment Funds previously received and the Debt Service payments for the Bonds issued to pay the Construction Grant (the "Shortfall Debt"). The intent of this provision is to ensure if, for any reason, the Reinvestment Funds are insufficient to make the Debt Service payments on the Bonds, then the County may use available Tax Increments to pay the Debt Service or reimburse the County for any prior Debt Service payments paid by the County with any funds other than Reinvestment Funds.

c. Limitations. The County's right to utilize Tax Increments to cover Shortfall Debt as provided for in Section 8.6(b) is further limited as follows:

i. Before using Tax Increments to cover Shortfall Debt, the County must first use available Tax Increments to provide the City Reimbursement, if the City is entitled to receive the City Reimbursement payment.

ii. The County's right to utilize Tax Increments to cover Shortfall Debt as provided for in Section 8.6(b) shall terminate as of the earlier of: (A) the Debt Service is fully extinguished and any Shortfall Debt has been reimbursed; or (B) after the County has received twenty (20) fiscal years of Tax Increment from the Development Property, at which time the County agrees that it shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance.

d. Debt Service Schedule. Exhibit G contains a proposed schedule for the payment of the Debt Service, but such schedule will vary based on actual sale costs, refinancing, if applicable, and other factors. Exhibit G shall be updated with actual debt service for the Bonds and if any future refinancing for the Bonds occurs. When updated, such updated Exhibit G shall be substituted for and become Exhibit G to this Agreement.

Section 8.7. Termination of Urban Renewal Area and Repeal of TIF Ordinance. To the extent that there is no Shortfall Debt as set forth in Section 8.6(b), the County agrees that it shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance immediately upon payment of the final Redevelopment Grant to the Developer and the payment of the City Reimbursement to the City, if applicable.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person

occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City or County to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City or County, as specified below, may take any one or more of the following actions after the municipality declaring default has provided thirty (30) days' written notice to the other parties and to the holder of the First Mortgage (but only to the extent the municipality declaring default has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty

(30) days and the Developer does not provide assurances reasonably satisfactory to the municipality declaring default that the Event of Default will be cured as soon as reasonably possible:

a. The municipality declaring default may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the municipality declaring default, that the Developer will cure its default and continue its performance under this Agreement;

b. The municipality declaring default may terminate this Agreement, provided, however that if this Agreement is terminated and the County has not yet sold the Bonds, the County shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance within sixty (60) days of termination of this Agreement.

c. The County may recover from Developer prior Construction Grant Disbursements pursuant to Section 7.3; and

d. The municipality declaring default may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City and/or County shall employ attorneys or incur other expenses in successful efforts to collect payments due or to become due or enforce performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City and/or County the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City and/or County in connection therewith.

Section 10.6. Breach by City or County.

a. Remedy by Other Municipality. If the City or County fails to perform or observe any term or condition of this Agreement which impairs the non-breaching municipality's ability to perform under this Agreement, and such failure is not cured within thirty (30) days after such notice to the breaching party by the non-breaching municipality, the non-breaching municipality's sole remedy shall be to seek specific performance of the Agreement by the breaching municipality.

b. Remedy by Developer. If the City or County fails to perform or observe any term or condition of this Agreement to be performed or observed by the City or County after notice from Developer and such failure is not cured within thirty (30) days after such notice to the breaching party, Developer may take whatever actions at law or in equity are necessary or appropriate to: (a) collect any payments due under this Agreement from the breaching party; or (b) enforce the performance or observance by the breaching party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition). IN NO EVENT WILL THE CITY OR COUNTY BE LIABLE TO THE DEVELOPER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY DEVELOPER, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE BREACHING PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL THE CITY BE LIABLE TO MAKE ANY CONSTRUCTION GRANTS OR REDEVELOPMENT GRANTS TO THE DEVELOPER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL THE COUNTY BE LIABLE TO MAKE ANY LOCAL HOTEL TAX REBATES, CITY RESIDENTIAL GRANT, OR DOWNTOWN HOUSING GRANT TO THE DEVELOPER.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, County, or their designees or agents, nor any consultant or member of the governing body of the City or County, and no other public official of the City or County who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Christensen Development 1, LLC at 215 East 3rd St., Suite 300, Des Moines, Iowa 50309, Attn: Jake Christensen, President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Newton at 101 West 4th Street South, Newton, Iowa 50208, Attn: City Administrator;
- c. In the case of the County, is addressed to or delivered personally to the County at Jasper County Courthouse, 101 1st Street North, Newton, Iowa 50208, Attn: County Auditor;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City and County by virtue hereof. The City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the Parties hereto expressly consent and submit to the personal jurisdiction of such court.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto. In the event of a conflict between the terms of this Agreement and any other agreement, whether written or verbal, regarding the Development Property and to which the Developer is a party, the terms and conditions of this Agreement shall control.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the December 31, 2047, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF NEWTON, IOWA

By: Evelyn George
Michael L. Hansen, Mayor Pro-Tem
Evelyn George, Acting

ATTEST:

By: Katrina Davis
Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 21st day of February, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Lisa A Frasier
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Newton, Iowa]

CHRISTENSEN DEVELOPMENT 1, LLC,
An Iowa limited liability company

By: [Signature]
Jake Christensen, President

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 24th day of February, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Christensen Development 1, LLC]



JASPER COUNTY, IOWA

By: *Brandon Talsma*
Brandon Talsma, Chairperson

ATTEST:

By: *Jenna Jennings*
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 21st day of February, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Michele Lee Ergenbright
Notary Public in and for the State of Iowa



[Signature page to Agreement for Private Development – Jasper County, Iowa]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Newton, County of Jasper, State of Iowa, more particularly described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Exhibit A-1

Execution Version

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the Apartment Improvements and the Hotel Improvements, and related site improvements, by the Developer or other developers/contractors on the Development Property.

The Apartment Improvements means: (a) the re-purposing the historic 1900s Maytag building 16 into 72 apartments as described as Project B1 in the Revised Iowa Reinvestment District Plan; (b) the re-purposing of Maytag building 50 into a mechanical building to support building 16 as described as Project B1 in the Revised Iowa Reinvestment District Plan; and (c) opening a breezeway through Building 16 from the courtyard to the greenspace per the Legacy Plaza Concept. See Exhibit H for an excerpt of the Revised Iowa Reinvestment District Plan describing Project B1 (which Plan remains subject to change); and see Floor Plans below (which Floor Plans remain subject to change).

The Hotel Improvements means re-purposing the historic 1900s Maytag Buildings 1 and 2 into a 58-room boutique hotel as described as Project B2 in the Revised Iowa Reinvestment District Plan which shall include a bar serving light food options. See Exhibit H for an excerpt of the Revised Iowa Reinvestment District Plan describing Project B2 (which Plan remains subject to change); and see Floor Plans below (which Floor Plans remain subject to change).

Floor Plans for Apartment Improvements (next four images):

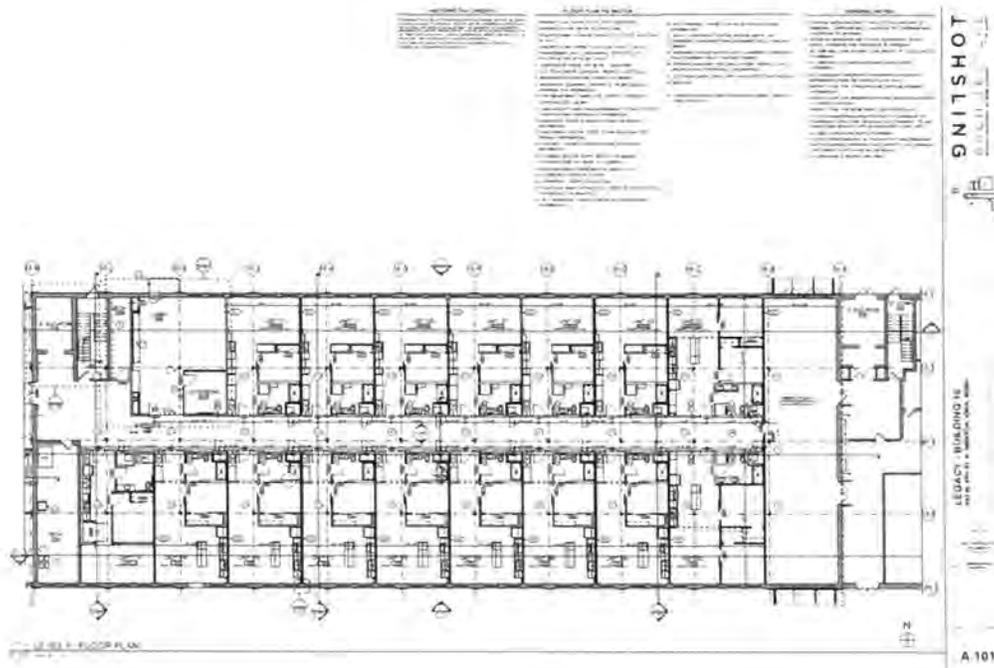


Exhibit B-1

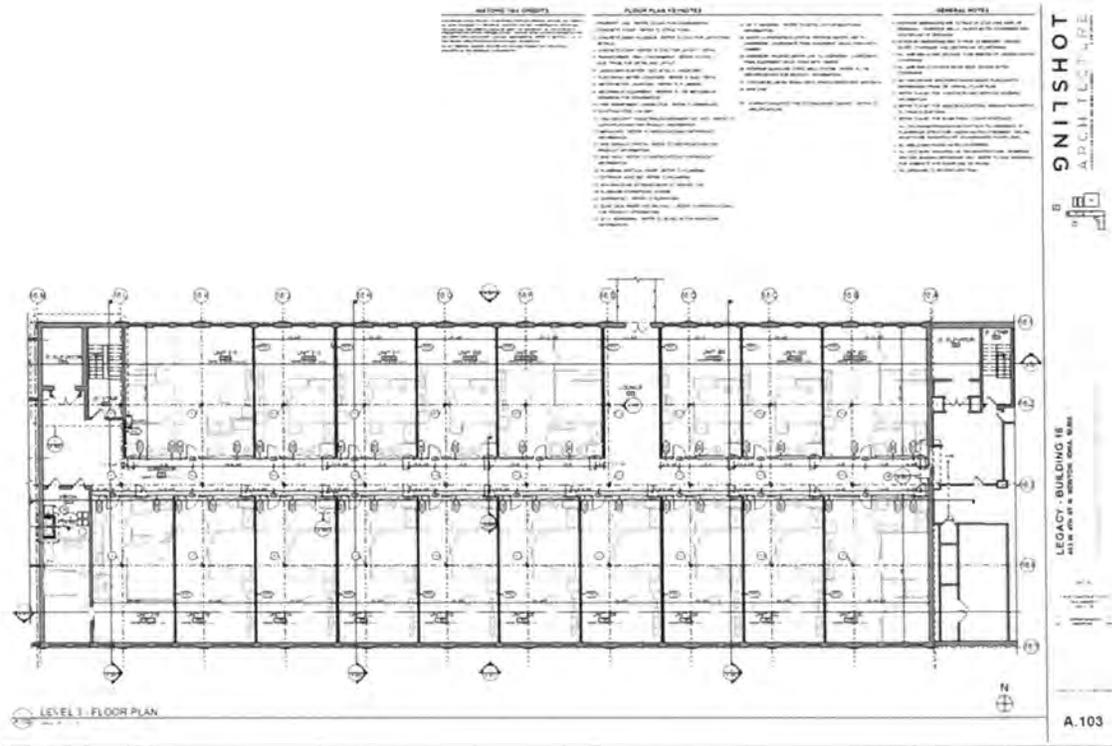
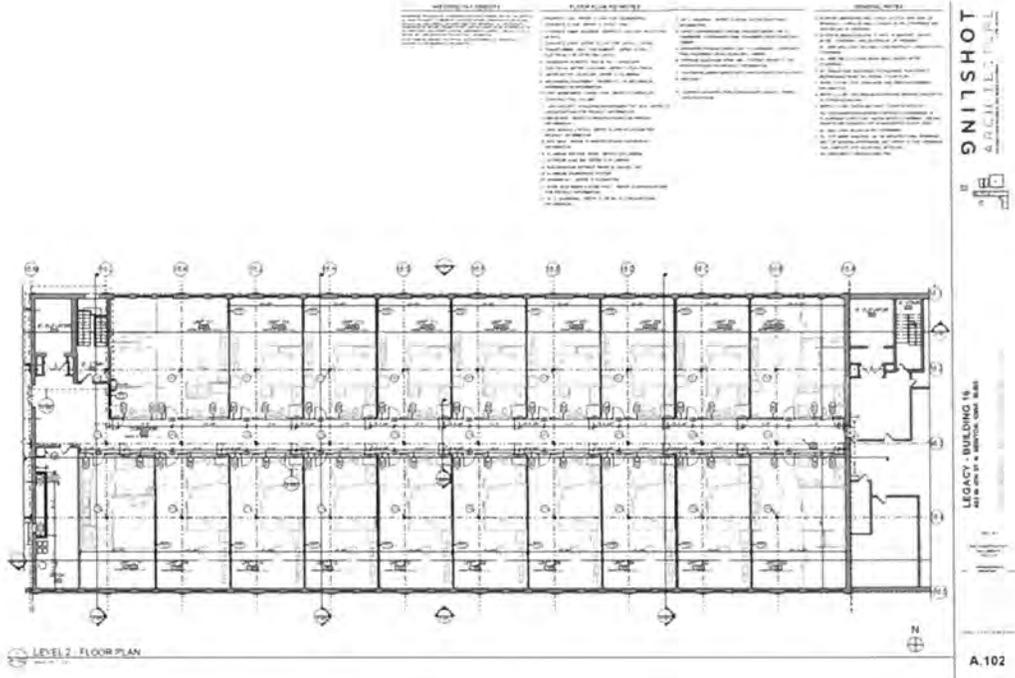
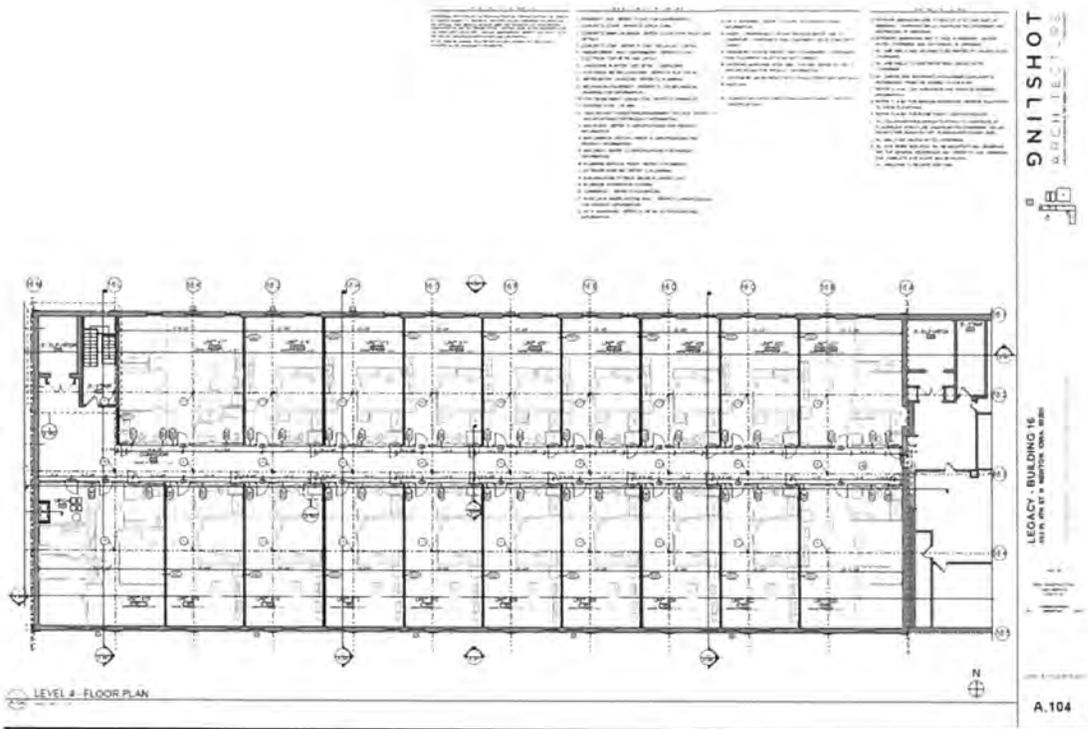


Exhibit B-2

Execution Version



Floor Plans for Hotel Improvements (next four images):

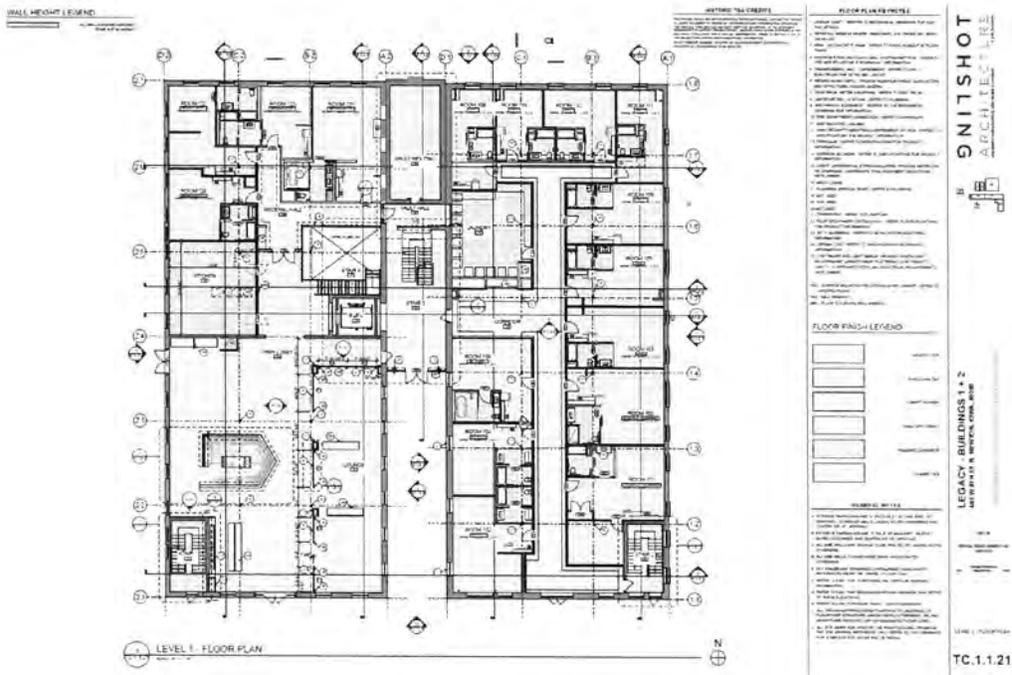
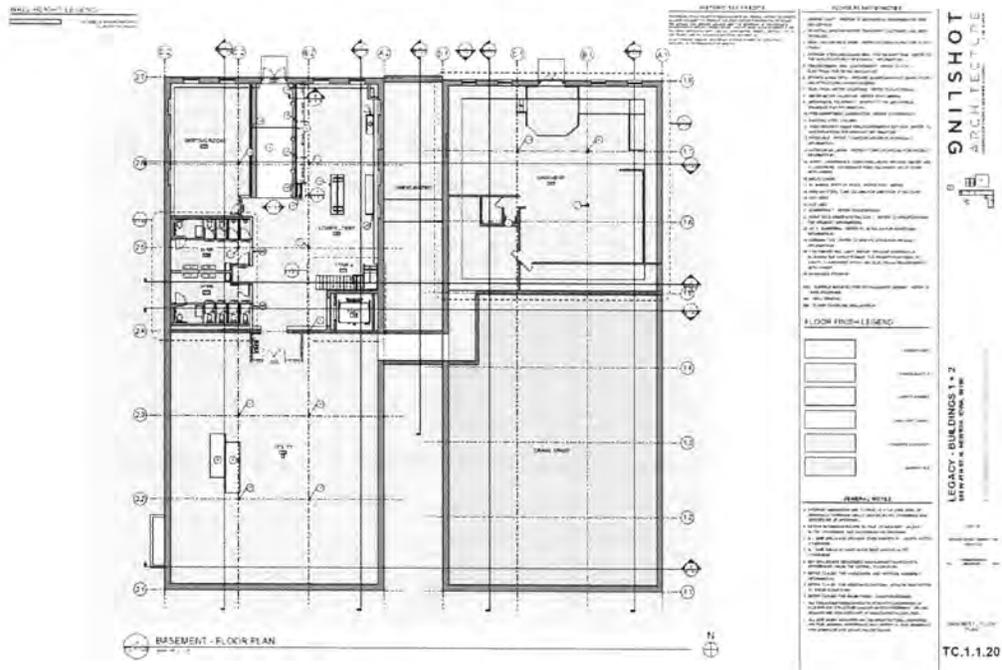
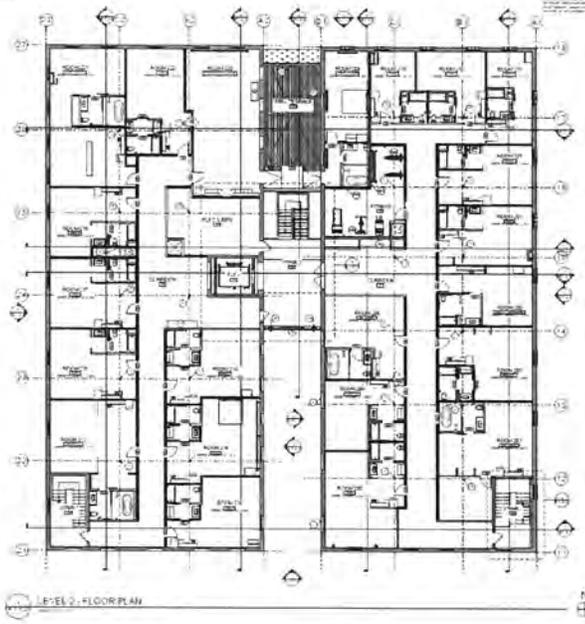


Exhibit B-4

WALL HEIGHT LEGEND



GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURAL ELEMENTS.
- 5. ALL DIMENSIONS SHALL BE TAKEN FROM THE FINISHED FLOOR OR CEILING UNLESS OTHERWISE NOTED.
- 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING WORK AND ADJACENT AREAS.
- 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 8. THE CONTRACTOR SHALL MAINTAIN CLEAR EGRESS PATHS AT ALL TIMES.
- 9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

GENERAL NOTES

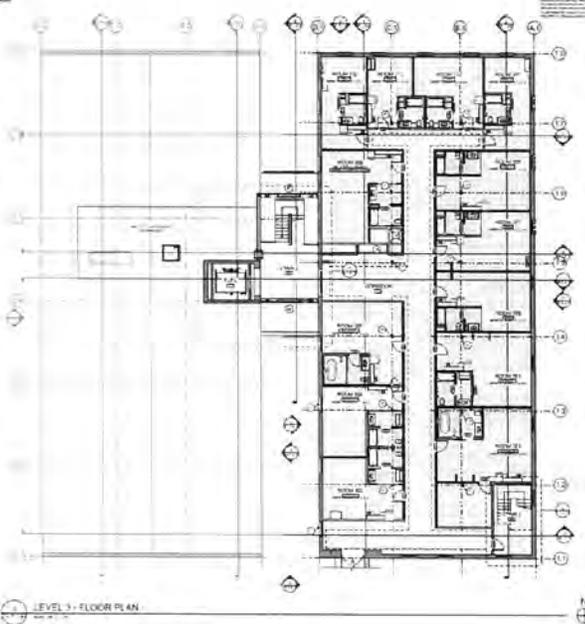
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GNITSHOT
ARCHITECTURE
INC.

LEGACY - BUILDINGS 1 - 2
ARCHITECTURAL DRAWING

TC.1.1.22

WALL HEIGHT LEGEND



GENERAL NOTES

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- 9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

FLOOR FINISH LEGEND

- 1. POLISHED CONCRETE
- 2. POLISHED CONCRETE
- 3. POLISHED CONCRETE
- 4. POLISHED CONCRETE
- 5. POLISHED CONCRETE
- 6. POLISHED CONCRETE
- 7. POLISHED CONCRETE
- 8. POLISHED CONCRETE
- 9. POLISHED CONCRETE
- 10. POLISHED CONCRETE

GNITSHOT
ARCHITECTURE
INC.

LEGACY - BUILDINGS 1 - 2
ARCHITECTURAL DRAWING

TC.1.1.23

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: Matt Muckler, City Administrator of Newton, 101 W. 4th St. S., Newton, IA 50208

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Newton, Iowa (the "City"), Christensen Development I, LLC, an Iowa limited liability company (the "Developer"), and Jasper County, Iowa (the "County"), did on or about the 24 day of February, 2023, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74',

Exhibit C-1

Execution Version

THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Development Property"); and

WHEREAS, the term of this Agreement shall commence on the 24 day of February, 2023 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the City, the County, and the Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Newton, Iowa.

Exhibit C-2

Execution Version

IN WITNESS WHEREOF, the City, the Developer, and the County have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2023.

(SEAL)

CITY OF NEWTON, IOWA

By: Evelyn George
Michael L. Hansen, Mayor Pro-Tem
Evelyn George, Acting

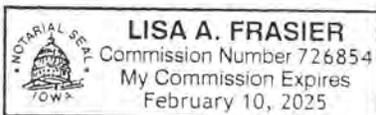
ATTEST:

By: Katrina Davis
Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 21st day of February, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Acting Mayor and Pro-Tem City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Lisa A. Frasier
Notary Public in and for the State of Iowa



[Signature page to Memorandum of Agreement for Private Development – City of Newton, Iowa]

CHRISTENSEN DEVELOPMENT 1, LLC,
an Iowa limited liability company

By: [Signature]
Jake Christensen, President

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 24th day of February, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

 [Signature]
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Christensen Development 1, LLC]



JASPER COUNTY, IOWA

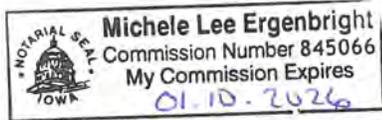
By: Brandon Talsma
Brandon Talsma, Chairperson

ATTEST:

By: Jenna Jennings
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 21st day of February, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Michele Lee Ergenbright
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Jasper County, Iowa]

EXHIBIT D
LOCAL HOTEL TAX REPORT
(due quarterly under terms of the Development Agreement)

This report verifies the amount of Local Hotel/Motel tax paid in Year _____.

Gross Receipts were: \$ _____

Local Hotel/Motel tax paid (currently 7%) \$ _____

Attached is a copy of the Iowa Department of Revenue's Confirmation Report that confirms that Christensen Development 1, LLC filed and paid its Hotel/Motel Tax for the above-identified year.

This is also a request for payment of the Local Hotel Tax Rebate by the City to Christensen Development 1, LLC once the City has received the full calendar year payment of Local Hotel Tax from the State.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

Christensen Development 1, LLC,

By: _____

Name: _____

Title: _____

Attachments: Copy of the corresponding IDR Sales Tax Quarterly Returns – Confirmation

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following: During the time period covered by this Certification, Developer is and was in compliance with Section 4.8 as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(iii) all Local Hotel Taxes on the operations of the Hotel Improvements have been timely paid through the date of the Annual Certification, and we have attached certified copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code) since the last Annual Certification;

(iv) the number of Full-Time Equivalent Employment Units employed at the Hotel Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are as follows:

February 1, 20____ :	_____	August 1, 20____ :	_____
January 1, 20____ :	_____	July 1, 20____ :	_____
December 1, 20____ :	_____	June 1, 20____ :	_____
November 1, 20____ :	_____	May 1, 20____ :	_____
October 1, 20____ :	_____	April 1, 20____ :	_____
September 1, 20____ :	_____	March 1, 20____ :	_____

(v) the number of Full-Time Equivalent Employment Units employed at the Apartment Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are as follows:

February 1, 20____ :	_____	August 1, 20____ :	_____
January 1, 20____ :	_____	July 1, 20____ :	_____
December 1, 20____ :	_____	June 1, 20____ :	_____
November 1, 20____ :	_____	May 1, 20____ :	_____
October 1, 20____ :	_____	April 1, 20____ :	_____
September 1, 20____ :	_____	March 1, 20____ :	_____

(vi) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms

and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if such officer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this 24 day of February, 2023.

Christensen Development 1, LLC,

By:  _____

Name: Jake Christensen

Title: President

Attachments: (a) proof of payment of property taxes; (b) proof of payment of Local Hotel Taxes

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: Matt Muckler, City Administrator of Newton, 101 W. 4th St. S., Newton, IA 50208

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement"), is dated as of February, 2023, by and among JASPER COUNTY, IOWA (the "County"), THE CITY OF NEWTON, IOWA (the "City"), and CHRISTENSEN DEVELOPMENT 1, LLC, an Iowa limited liability company, having offices for the transaction of business at 215 East 3rd St., Suite 300, Des Moines, Iowa 50309 ("Developer").

WITNESSETH:

WHEREAS, County, City, and Developer have entered into an Agreement for Private Development dated as of February 24, 2023 ("Development Agreement" or "Agreement") regarding certain real property located in the City which is legally described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W

Exhibit F-1

Execution Version

41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Development Property"); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, County, City, and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property pursuant to the Development Agreement; and

WHEREAS, parties and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

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

1. The Minimum Actual Value for the Minimum Improvements and the Development Property shall be fixed for assessment purposes at not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026. The Minimum Actual Value shall continue to be effective until December 31, 2045 (the "Assessment

Agreement Termination Date”). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership, or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that, prior to the Assessment Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Assessment Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings

4. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Jasper County, Iowa. Such filing shall constitute notice to any subsequent purchaser or encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion or lien or title search/certificate to City and County listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

[Signatures Start on Next Page]

(SEAL)

CITY OF NEWTON, IOWA

By: Evelyn George
Michael L. Hansen, Mayor Pro-Tem
Evelyn George, Acting

ATTEST:

By: Katrina Davis
Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 21st day of February, 2023, before me a Notary Public in and for said State, personally appeared ~~Michael L. Hansen~~ and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said ~~Mayor~~ Acting Mayor and ~~City Clerk~~ Pro-Tem City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Lisa A Frasier
Notary Public in and for the State of Iowa



[Signature page to Minimum Assessment Agreement– City of Newton, Iowa]

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

**EXHIBIT G
ESTIMATED DEBT SERVICE SCHEDULE**

*[Please note, this is an estimate only, and remains subject to revision at the County's sole discretion.
This Exhibit will be updated as set forth in the Development Agreement]*

Jasper County, Iowa

EXHIBIT 2

Proposed General Obligation Urban Renewal Bonds, Series 2023

SOURCES & USES		DEBT SERVICE SCHEDULE						
SOURCES		Date	Principal	Coupon	Interest	Debt Service	Capitalized Interest	Annual Debt Service
Par Amount of Bonds	9,000,000.00	12/1/2023			209,700	209,700	(209,700)	
Accrued Interest		6/1/2024			209,700	209,700	(209,700)	
Other Monies		12/1/2024			209,700	209,700		
Total Sources	9,000,000.00	6/1/2025			209,700	209,700		419,400
USES		12/1/2025			209,700	209,700		419,400
Deposit to Construction Fund	8,385,000.00	6/1/2026			209,700	209,700		
Capitalized Interest Account	419,400.00	12/1/2026			209,700	209,700		
Municipal Bond Insurance		6/1/2027	355,000	5.000%	209,700	564,700		774,400
Underwriters' Discount (\$15.00 per bond)	135,000.00	12/1/2027			200,825	200,825		
Costs of Issuance	58,500.00	6/1/2028	370,000	5.000%	200,825	570,825		771,650
Accrued Interest		12/1/2028			191,575	191,575		
Rounding Amount	2,100.00	6/1/2029	390,000	5.000%	191,575	581,575		773,150
Total Uses	9,000,000.00	12/1/2029			181,825	181,825		
ASSUMPTIONS		6/1/2030	410,000	5.000%	181,825	591,825		773,650
Dated Date	6/1/2023	12/1/2030			171,575	171,575		
Delivery Date	6/1/2023	6/1/2031	430,000	5.000%	171,575	601,575		773,150
First Interest Date	12/1/2023	12/1/2031			160,825	160,825		
First Principal Date	6/1/2027	6/1/2032	450,000	5.000%	160,825	610,825		771,650
Last Principal Date	6/1/2043	12/1/2032			149,575	149,575		
Arbitrage Yield	4.60154%	6/1/2033	475,000	5.000%	149,575	624,575		774,150
TIC	4.76227%	12/1/2033			137,700	137,700		
AIC	4.83297%	6/1/2034	495,000	4.500%	137,700	632,700		770,400
Average Life	13.09 Years	12/1/2034			126,563	126,563		
		6/1/2035	520,000	4.500%	126,563	646,563		773,125
		12/1/2035			114,863	114,863		
		6/1/2036	545,000	4.500%	114,863	659,863		774,725
		12/1/2036			102,600	102,600		
		6/1/2037	570,000	4.500%	102,600	672,600		775,200
		12/1/2037			89,775	89,775		
		6/1/2038	595,000	4.500%	89,775	684,775		774,550
		12/1/2038			76,388	76,388		
		6/1/2039	620,000	4.500%	76,388	696,388		772,775
		12/1/2039			62,438	62,438		
		6/1/2040	650,000	4.500%	62,438	712,438		774,875
		12/1/2040			47,813	47,813		
		6/1/2041	675,000	4.500%	47,813	722,813		770,625
		12/1/2041			32,625	32,625		
		6/1/2042	710,000	4.500%	32,625	742,625		775,250
		12/1/2042			16,650	16,650		
		6/1/2043	740,000	4.500%	16,650	756,650		773,300
			9,000,000		5,404,825	14,404,825	(419,400)	13,985,425
					Scale :	Estimated with Interest Rate Cushion		

Exhibit G-1

Execution Version

EXHIBIT H
EXCERPT FROM REVISED IOWA REINVESTMENT DISTRICT PLAN

B1 Christensen Development: Residential Adaptive Use

B1.1 Project Overview

New, affordable, market rate apartments will be a new lessor. The project will be located within building 16 of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag building 16 into 72 apartments. Building 50 will be used as a mechanical space for building 16.

Catalyst Development Newton, LLC will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Catalyst Purchase Agreement – DMACC, Christensen Development, owned by Jake Christensen, will purchase building 16 from Catalyst Development. A view of the building and an inspiration image of an apartment are shown in B2.7 Figure 4 and Figure 5.

The apartments in building 16 will bring new life and defined purpose to the former Maytag building. The apartments and the new boutique hotel presented in project 2 will provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant. The apartments will be operated by Christensen Development as an active participant in programs and activities related to the other project elements described later in this application.

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they "shop around" or build a new home, to the young teachers and service workers moving to a community.

Students looking to enroll in DMACC — including the Court Reporting program (the only one of its kind in Iowa), which attracts students from all over the country — find the lack of housing on campus to be a deterrent. Three-bedroom apartment units can provide affordable market rate housing to students.

Cities can't achieve economic growth without great housing. The proposed apartments would feature industrial chic design and be located within three blocks of downtown and in a vibrant pedestrian commons. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

The development of market rate housing in rural communities presents significant challenges. It takes more time to fully lease up projects in small cities, lenders resist projects where comparative, historical data for market rate rentals is non-existent, population growth is flat, and construction costs are the same or higher than in urban areas. Opportunity cost, and elevated risk inherent in small communities, make equity investors harder to come by.

Newton must be competitive in housing to allow its workforce to live here rather than commute in from surrounding areas, taking their disposable income home with them. There is no shortage of good jobs in Newton, and now we need to provide good housing to accompany them.

Project/Housing Note

There is a housing-related need and opportunity not addressed in this application. The need is for affordable (LITC) housing, and the opportunity is in the single building that is left in Legacy Plaza: Building 20, Figure 6. Both the building and the availability of creative financing tools for low-income housing tax credits face significant challenges. The 1930s building is eligible for historic tax credits but the 1950s renovation left it with challenges for adaptive reuse, making it unsuitable for modern office or residential use without disturbing the façade and window cadence. This building has 90,000 square feet that could be used for housing. The complexities surrounding the building and its financing did not allow us to include the project

in our application, however we are working with Sam Ericson at Community Housing Initiatives (CHI) towards amending the application at a later date to include a Building 20 affordable housing project. This application requests funds totaling 75% of the allowable 20-year sales tax amount. If 100% of the Iowa Reinvestment Act funds allowable for application were to be granted there would be enough funding to complete all of the projects outlined here and also fill the gap that historic tax credits regrettably cannot fill for Building 20, modeled after CHI's Phenix project.

CHI has found that the building's large interior spaces could be converted to offer studio space for artists, while the perimeter of the first and second stories could be repurposed into 55 apartments. By combining creative workspaces and affordable housing, CHI could offer below market rents for aspiring artists, creators, and entrepreneurs working in the community while trying to establish careers in the creative arts. This would provide extraordinary synergies with the Co-Op Marketplace and many hospitality functions proposed in this application. The hospitality industry depends on front-line, entry-level workers to make things go.

The authors of this application strongly feel that including that workforce's needs in the Legacy Plaza plan would help fulfill our goal of benefitting residents across socio-economic spectrums. The project seeks to leave no one behind, so that all can benefit from our efforts and the resources from the State of Iowa.

B1.2 Expected Timeline

Construction work on building renovations and apartment construction will begin soon after the plan is approved with an expected start date of 1 October 2023. Construction and opening preparations will be completed in early 2nd quarter of 2024 with an expected operating start date of 1 October 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Event Center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

B1.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 40% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 5 B1 Detailed Budget

Project Name: Christensen Development: Residential Adaptive Use			
Funding Uses		Funding Sources	
Acquisition	\$50,000	Historic State Tax Credits	\$3,400,958
Hard Costs: Construction	\$12,522,300	Federal Historic Tax Credits	\$2,496,082
Soft Costs: Construction	\$1,112,351	Workforce Housing Tax Credit	\$540,000
Site Costs: Hard/Soft	\$236,250	NPV IRA Funding/ County Bonds	\$3,660,862
Financing Costs	\$517,420	Long Term Loan	\$5,203,718
Development Fee	\$863,299		\$
	\$		\$
	\$		\$
	\$		\$
Total Project Budget	\$15,301,620	Total Funding Sources	\$15,301,620

B1.4 Expected Debt Associated with The Project

The project will obtain bridge loans to be paid off with the utilization of Historic and Workforce Housing Tax Credits. The balance of funds needed will be obtained through long term debt.

Table 6 B1 Debt Associated with Project

Description	Amount	Percent of Total
Bridge Loan for Historic Tax Credits	\$2,496,082	30.29%
Bridge Loan for Workforce Housing Tax Credit	\$540,000	6.55%
Long Term Debt	\$5,203,718	63.15%
	\$	0.00%
Total Initial Sources	\$8,239,800	100%99.99%

B1.5 Status of Expected Financing and Financing Gap

Transformative projects in rural communities do not pencil out on their own. Buildings 1,2 and 16 have an approved National Park Service Part 1 application, Appendix I, Catalyst NPS Part 1. That National Historic Registry designation makes the project eligible for both state and federal historic tax credits, of which the 131 page narrative can be found [here](#). Our Part 1.5 meeting was held in February 2022 and Part 2 was submitted in March 2022 with approval received in October 2022. A development agreement between the county, the city, and Christensen Development expected to be approved by February 21, 2023 which includes Tax Increment Financing, Hotel Motel Tax Reimbursement and a cash incentive per residential unit. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap. Finally, an historic tax credit application was submitted on February 1, 2023.

B1.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The 72 apartments in building 16 will not generate Hotel/Motel Tax or Taxable Sales. This project, because of its location in Legacy Plaza (Figure 3), will contribute to the district by providing needed housing and a high valued repurposing of a historic structure. The construction and operation of the apartments will also contribute to the economic impact in the form of construction jobs, operating staff and jobs related to goods and services required in operating the facility. The residents of the apartments will help drive new retail demand and development in the district.

The projected gross revenue included in estimating economic impact is included in section B1.8.2 Economic Impact Expected.

B1.7 Visual Aids Which Enhance the Understanding of the Project

Figure 3 Location of Building 16

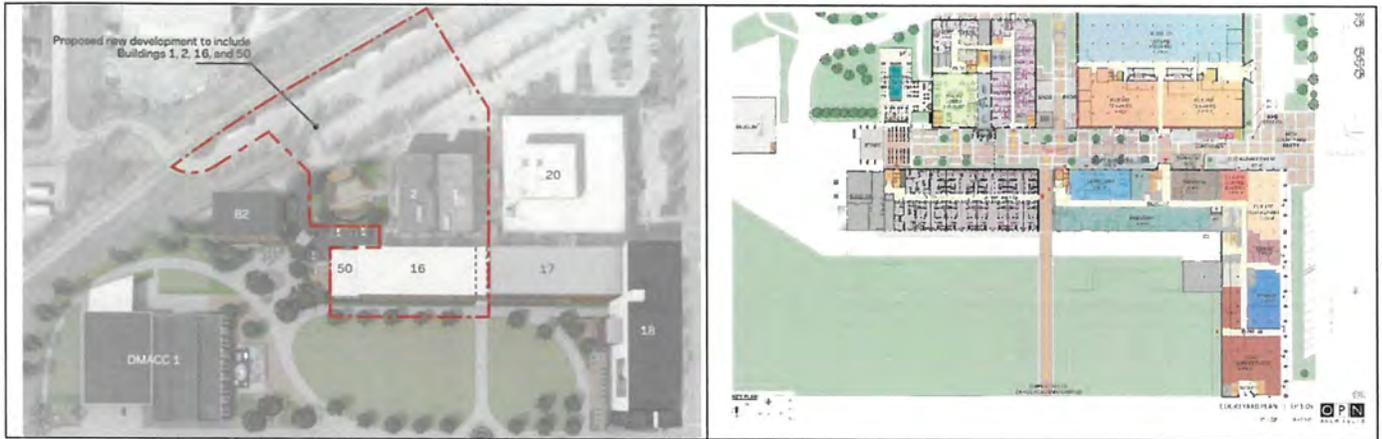


Figure 4 Building 16



Figure 5 Inspiration Imagery Apartment



Figure 6 Building 20

Building 20 in 1935



The 1935 Office Building was east of Bld. 1 and north of 4th Avenue (now the courtyard). It was not demolished when Building 20 (Headquarters) was built but rather encapsulated within the southwest part of the new Headquarters and the interior was remodeled to blend.

Building 20 in 2021



B1.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building 16 into a 72-unit apartment building. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projections (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Christensen Development was used as a starting point for developing the financial analysis model for this project. Due to the existing shortage of market rate apartments, the apartment occupancy rate starts out at 80% in 2024 and stabilizes at 90% in 2025.

B1.8.1 Projected Annual Gross Revenues

Due to the anticipated demand for market rate apartments an occupancy rate of 80% was used for the first six months of operation in 2024-25. The occupancy rate was raised to 90% for 2025 and the balance of the 20-year period. The projected total for annual gross revenues is shown in Table 7.

Table 7 Apartments Gross Revenue

Apartments - Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
<i>Apartment Rentals</i>	
Apartment Total	\$ 12,694,721

B1.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Table 8 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 8 Apartments - Economic Impact Summary

Christensen Apartments						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	126	\$6.3	\$7.4	\$14.7	\$1.3	\$0.5
Operations	2	\$0.0	\$0.4	\$0.6	\$0.0	\$0.1
Total	129	\$6.4	\$7.9	\$15.2	\$1.3	\$0.6

B1.8.3 Estimated Number of Visitors or Customers

The National Multifamily Housing Council (NMHC) has published a report based on the 2019 American Community Survey, 1-year Estimates, US Census Bureau. Updated 11/2020 that includes statistics on living arrangements and the average number of members in apartment households. Using the distribution of room types and the NMHC reports, the average number of tenants occupying the apartments in Building 16 is estimated at 125. The number of visitors per week is estimated at 108 for a total of 5,616 annually and 112,320 over the 20-year period.

Table 9 Apartment Occupants and Visitors

Apartment Estimated Occupants & Visitors								
Apartments	Count	Living Arrangements	Avg Per Apt	Pct of Total	# Tenants	Apt - Members in Household	Pct of Total	# Tenants
Studio	25	Single Male	1	23%	17	1 Member	49%	35
1 Bedroom A	31	Single Female	1	27%	19	2 Members	28%	40
1 Bedroom B	2	Single Parent	2.5	10%	18	3 Members	12%	26
1 Bedroom C	5	Couple	2	17%	24	4+Members	11%	32
1 Bedroom D	4	Couple w/Children	3.5	11%	28			
2 Bedroom A	2	Roommates	2	5%	7			
2 Bedroom B	3	Other	1	6%	4			

Totals	72	Est A	118	Est B	133
	125	Estimated Tenant Count (Average Est A and Est B)			
	108	Estimated Weekly Visitors to Apartments (1.5 per Apartment)			

B1.9 Unique Characteristics of the Project

The apartment project is closely related to project B2 Hospitality Adaptive Reuse. The combination of residential and hotel mixed use so common in urban areas is unusual in small communities. Since this project and project B2 are so closely linked, the Unique Characteristics of this project are included in section B2.9 of the Hospitality project to avoid repetition of characteristics.

B2 Christensen Development, Hospitality Adaptive Reuse

B2.1 Project Overview

A boutique hotel, lobby bar and restaurant will be a new lessor. The project will be located within two buildings (Figure 7) of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag buildings 1 and 2 into a 58-room boutique hotel.

Christensen Development will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Purchase Agreement – DMACC.

Catalyst Development Newton, LLC is owned by developer Angela Harrington (Hotel Grinnell and The Highlander Hotel) and will operate the Boutique Hotel.

Catalyst Development will also lease the event center in building 17 from DMACC. The boutique hotel, and event center project will bring new life and defined purpose to the former Maytag buildings. This project along with the nearby apartments provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant.

The apartments, boutique hotel, and event center will all be operated by Catalyst Project Management Appendix H, Catalyst Project Management Overview allowing the buildings' core functions to compliment and support each other, while also benefiting from economies of scale and efficient operations.

B2.2 Expected Timeline

Construction work on building renovations, hotel and amenities construction will begin soon after the plan is approved with an expected start date of October 1, 2023. Construction and opening preparations will be completed in 2nd and 3rd quarter of 2024 with an expected operating start date of October 1, 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Legacy Ballroom/event center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

B2.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 33% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 10 B2 Detailed Budget

Project Christensen Development, Hospitality Adaptive Reuse			
Funding Uses		Funding Sources	
Acquisition Costs	\$50,000	NPV IRA Funds/County Bonds	\$3,660,862
Construction Hard Costs		Tax Increment Financing	\$1,265,000
General Requirements	\$379,908	Loan on Hotel Motel Tax	\$1,011,249
Construction Mgmt. Fee	\$351,775	Historic Tax Credits	\$4,534,441
Construction & Finishes	\$3,946,419	Investor Cash & Deferred Development Fee	\$235,460
Electrical & Data	\$1,317,692	Long Term Debt	\$3,039,138
Fire Sprinklers	\$83,658		\$
Plumbing & HVAC	\$2,649,045		\$
Contingency	\$417,653		\$
Soft Costs			\$
Architect & Engineering	\$450,000		\$
Misc Consultants & Legal	\$100,000		\$
Interest Reserve	\$750,000		\$
Developer Fee	\$750,000		\$
Furniture, Fixtures & Equipment			\$
Hotel Guestrooms	\$1,000,000		\$
Lobby Bar, Patio & Pantry	\$500,000		\$
Pre-Opening & Working Capital			\$
Opening Linens & Supplies	\$500,000		\$
Cash Reserve & Working Capital	\$500,000		\$
Total Project Budget	\$13,746,150	Total Funding Sources	\$13,746,150

B2.4 Expected Debt Associated with The Project

Catalyst Development Newton will secure a combination of short-term construction bridge financing, equity investors and long-term debt. We have budgeted interest appropriately for the bridge financing this project will require.

Table 11 B2 Debt Associated with Project

Description	Amount	Percent of Total
Loan on Hotel/Motel Tax Payment from City	\$1,011,249	24.97%
Long-Term Debt	\$3,039,138	75.03%
	\$0	0.00%
	\$0	0.00%
Total Initial Sources	\$4,050,387	100.00%

Exhibit H-8

B2.5 Status of Expected Financing and Financing Gap

As mentioned in section B1.5, Buildings 1, 2 and 16 have an approved National Park Service Part 1 and Part 2 application, Appendix I, Catalyst NPS Part 1 and Part 2. A development agreement between the county, city and Christensen Development was approved and includes Tax Increment Financing and Hotel Motel Tax Reimbursement. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap.

B2.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

Operations of the hotel are expected to generate \$56 million in taxable receipts, Table 12. Since the Legacy Ballroom included in project B3 will be leased to Catalyst Development, the taxable receipts for food and beverage sales will be reported by Catalyst.

Table 12 Projected IRA Deposits

Hotel/Motel Tax and State Sales Tax Projections			
Category	Estimated Receipts	Projected Tax Receipts	Projected IRA Deposits
Hotel/Motel Tax	\$38,730,666	\$2,711,147	\$1,936,533
Retail Sales Tax	\$17,430,155	\$1,220,111	\$697,206
Total	\$56,160,821	\$3,931,257	\$2,633,739

Source: Newton District Application Supporting Data

B2.7 Visual Aids Which Enhance the Understanding of the Project

Great boutique hotels take on a neighborhood gateway role, where creative guest journeys -- built on novel and regionally relevant experiences -- take center stage. A demand for select service, and how well the property tells its story, provide compelling reasons for guest stays.

Figure 7 Maytag Complex - Buildings 1 & 2



Located in two original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase the iconic Iowa story of Maytag innovation. It will also serve as a base of operations for visitors exploring the historic town of Newton.

The hotel will encompass approximately 51-58 guest rooms. Because of the building's depth and window cadence, each hotel room (Figure 8) will be large enough to be outfitted with larger bathrooms and kitchenettes so as to double as extended stay

accommodations, filling two market needs: temporary housing for a transient workforce, as well as overnight accommodations for leisure guests.

Figure 8 Inspiration: Hotel Guest Room



Figure 9 Inspiration: Lobby Bar



This unique destination hotel will fill unmet needs in the marketplace for upscale lodging. 37% of travelers stay in properties above mid-scale. Newton is completely missing out on those travelers, losing them to Des Moines. Not one of Newton's hotels is rated above 2.5 (out of 5) stars. As such, this hotel will be the only accommodations product in the market above mid-scale, facilitating higher average daily rates to offset lower occupancy common in small cities.

As exemplified in Grinnell, IA, the addition of an upscale boutique hotel, like the one proposed here, generated an increase in hotel-motel sales tax revenue equal to that generated by the new hotel. In other words, the upscale hotel generated business from a new audience, without cannibalizing demand for existing properties. The demand existed but upscale travelers opted to stay in Des Moines until Hotel Grinnell was built.

A variety of accommodations is vitally important to a city's capacity to draw visitors. Downtown Newton experienced very little economic impact from the addition of the Iowa Speedway. A unique destination hotel downtown will help correct that unfortunate reality. Barriers to entry into the upscale lodging market in small cities are extraordinarily high. Development incentives like historic tax credits and the Iowa Reinvestment Act mitigate some of the risk inherent to above mid-scale hotel development in a small city like Newton.

A chic lobby bar (Figure 9) is a critical amenity for an upscale hotel. Revenue-producing lobbies and patios differentiate the product from its competition in hospitality. And modern consumers are using hotels differently.

According to author David Brooks, "They bring their laptops down to the lobby rather than working in their rooms and fewer people bother to unpack their bags. Therefore, room desks and closets are less important, but having a happening lobby scene is more important." ("Quest for 'experiences' reshapes hotel landscape", *The New York Times*, 1/6/2014)

The hotel restaurant will be open for breakfast, lunch and dinner continuously from 7am until 10pm-7 days a week. The menu will be a very portable, globally inspired food truck menu that can be enjoyed in the commons/greenspace or delivered to a hotel guest room, apartment or one of the many business tenants on campus. Every effort will be taken to offer goods developed by DMACC culinary students. The restaurant will feature signature craft cocktails as well as a wide selection of beer and wine creating an upscale venue.

Exhibit H-10

Execution Version

There is no upscale cocktail restaurant or bar in Newton. A variety of food and beverage offerings is vital for attracting and retaining residents, the local workforce, and visitors from outside the community.

The lobby bar's décor will feature vintage industrial design, with splashes of color in fabrics and wallcoverings to compliment the original brick walls and wood floors of the historic factory. Subtle nods to the building's history will be present on the menu and throughout the hotel with other printed collateral.

The lobby bar will connect Legacy residents, Plaza workforce, locals and visitors alike.

B2.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building into a 58-room boutique hotel. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projects (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed boutique hotel, events center, and apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Catalyst Newton Development LLC was used as a starting point for developing the financial analysis model for this project. The initial hotel occupancy rate was set at 30% in 2024 and gradually increases to 54% in 2043. This is a conservative projection and, barring unforeseen circumstances, the occupancy rate could be higher after startup.

B2.8.1 Projected Annual Gross Revenues

Figure 10 summarizes the new hotel, and leased event center's projected gross revenue for the project period. The average annual gross revenue is projected to be \$2.9 million. Except for Bar/Patio/Auxiliary, event center sales will be purchased wholesale from vendors and billed with retail sales tax by the hotel. Ballroom rental is not included among taxable receipts. The Gross Revenue total includes years 2024 through 2044.

Figure 10 Catalyst Projected Gross Revenue

Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
<i>Boutique Hotel</i>	
Room Rental	\$ 38,730,666
Bar/Patio/Auxiliary	\$ 10,461,064
Boutique Hotel Total	\$ 49,191,730
<i>Event Center</i>	
Ballroom Rental	\$ 3,484,545
Food, Beverage, and Other Event Sales	\$ 6,969,090
Total Event Center	\$ 10,453,636
Grand Total	\$ 59,645,366

B2.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Figure 11 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Figure 11 Catalyst Hotel Economic Impact

Catalyst Hotel						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
Construction	235	\$11.8	\$14.1	\$19.8	\$2.4	\$0.7
Operations	30	\$0.7	\$1.2	\$2.7	\$0.2	\$0.2
Total	266	\$12.5	\$15.3	\$22.5	\$2.5	\$1.0

B2.8.3 Estimated Number of Visitors or Customers

The Boutique Hotel and Event Center will draw visitors to the community through its lodging services and hosted events. According to a 2014 summary report produced by the American Hotel & Lodging Association (AHLA), 41% of lodging customers traveled for business and 59% traveled for leisure. The typical business stay is one person, and the typical leisure stay is two persons. Using projected occupancy rates, a total of 194,764 rooms will be rented during the project period. Figure 12 shows the estimated number of lodging visitors based on the above criteria.

Figure 12 Projected Hotel Visitors

Estimated Hotel Visitors		
	Room Nights Rented	Number of Lodging Visitors
Business Travel	79,853	79,853
Leisure Travel	114,911	229,822
Total	194,764	309,675

Estimates for utilization of the Events Center are based on actual experience reported by a similar facility located in Grinnell, IA. provides a breakdown of the expected number of events per year and the total number of events throughout the project period. The average expected attendance per event is 250 visitors and the project period is 2024 to 2044.

Figure 13 Projected Event Center Visitors

Legacy Ballroom Events Center Projections			
Average Annual Visitors		Project Period Visitors	
Average Number of Events	76	Total Number of Events	1,515
Attendance per Event	250	Attendance per Event	250
Average Annual Visitors	18,938	Total Visitors	378,750

B2.9 Unique Characteristics of the Project

- **Impact.** Together, the hotel project and project B1 apartment project brings a necessary built-in customer base with disposable income to support businesses on Main Street and those proposed for Legacy Commons. An upscale hotel, walkable to goods and services, serves as an economic engine and brings 18-hour vitality and affluent guests to the small city of Newton. The hotel will serve as a base camp for visitors exploring Newton. Great hospitality teams serve as true community ambassadors and curators of local experiences. How visitors feel about a community they visit is most influenced by where they stay overnight. A hotel that celebrates where it is in the world and one which core values lie in active community stewardship is critical in destination making.
- **Innovation.** The project creatively uses existing community assets in the adaptive re-use of three historic buildings and will be the only hotel in Iowa with origins as a factory and offer the only authentically industrial chic event venue of its size in Iowa. The adaptive reuse and historic preservation on this scale is unheard of in a rural community. Located in three original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase

the iconic Iowa story of Maytag and specifically how Iowa appliance innovation changed modern American life, especially for women.

- Diversity. The project is the only rural example in Iowa of mixed use residential and hotel, with residents enjoying the amenities of a hotel and hotel visitors being part of an authentic local experience. The combination of residential and hotel mixed use, so common in urban areas, is unusual in small communities. Together, they provide a critical mass in business and diversity in revenue models. The housing component meets the needs of Newton's workforce and prospective DMACC students, especially those ineligible for rent restricted low- and moderate-income housing programs. Creatively combining economic development incentives allows for affordable market rate housing. Affordable housing allows our community college, our businesses and our city to grow.

Collaboration. The lobby bar affords the DMACC Baking and Pastry Arts program a 24-7 venue by which to sell and showcase their products. The hotel and events operations will use student interns from DMACC's Hospitality Business and Hotel/Restaurant Management program. DMACC's Building Trades/Finish Carpentry, Welding and Electrical Construction Trades programs will be engaged during construction for earn to learn opportunities. Des Moines Area Community College, the City of Newton, Catalyst and Christensen are committed to pooling resources to effectively market Newton as a destination.

EXHIBIT I
STATE DOWNTOWN HOUSING GRANT AGREEMENT

GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF NEWTON

AWARD NO.: 22-ARPDH-041
AWARD AMOUNT: \$600,000
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and "City of Newton" ("Subrecipient").

AWARD IDENTIFICATION

SUBRECIPIENT NAME: City of Newton
SUBRECIPIENT LEGAL ENTITY NAME: City of Newton
SUBRECIPIENT ADDRESS: 101 West 4th Street South
CITY, STATE, ZIP: Newton, Iowa 50208
SUBRECIPIENT UEI NUMBER: NN8PPN7EH7L7
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374
FEDERAL AWARD DATE: July 9, 2021
GRANT PERFORMANCE START DATE: June 14, 2022
GRANT PERFORMANCE END DATE: September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY: US Department of Treasury
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182
ASISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00
IS THIS AWARD R & D: No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 403 W 4th St N, Newton, Iowa 50208 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 3.2.4.3 Development Agreement between City of Newton and Project Developer

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Project construction shall commence no later than 6 months after award date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the Federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.42 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF NEWTON

BY: 
Authorized Signature (Mayor)

Evelyn George, Mayor Pro Tem
Print Name (Mayor)

DATE: July 7, 2022

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY: 
Deborah V. Durham, Executive Director

DATE: 07/13/2022

EXHIBIT A

Subrecipient's Downtown Housing Grant Application
(In Subrecipient's IowaGrants.gov Account)

Fax: 641-792-0670
 Benefactor
 Vendor Number 13 - 00002129985

Applicant Information

The applicant information **MUST** be the mayor or elected official.

City (Applicant) City of Newton

Primary Contact Michael Hansen
Salutation First Name Last Name

Address 101 West 4th Street South

City/State/Zip Newton Iowa 50208
City State Zip Code

Phone/E-mail 641-792-2787 mikeh@newtongov.org
Phone E-mail

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration. Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.

NN8PPN7EH7L7
 UEI (Unique Entity Identifier)

Congressional District(s) Involved or Affected by this Proposal 2nd - Rep Marianne Miller-Meeks
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal 15
District Map

Iowa House District(s) Involved or Affected by this Proposal 29
District Map

Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and **MUST** be completed. Additional pro forms or other financial analyses can be included in the financial commitments attachment but will **NOT** be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

Project Address 403 West 4th Street North
 Newton, Iowa 50208
City State Zip Code

Census Tract 403

Project Appropriateness

Description of the complete project The proposed multi-residential project is part of a larger, adaptive reuse of former Maytag Headquarters buildings into a compelling mixed-use place located within the C-CBD

scope of work:
(2,000 characters
maximum)

(Central Business District Commercial) zoning district and Newton's Main Street District.

The project, in its entirety, includes multi-family housing; a hotel with lobby bar; a 500-seat ballroom/convention space; retail, restaurant, and office spaces; and an enhanced gathering and green space area.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

Description of the
housing elements of
the project:
(2,000 characters
maximum)

The 72 new housing units will be unique to Newton in that the units will be the first warehouse conversion apartments. The units will be desirable to a younger workforce with exposed brick walls, 11' ceilings, and stainless steel appliances. The units will compete with projects in Des Moines for quality and aesthetic. The units will assist in attracting workers to Newton.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

Description of the
project's impact on the
community/downtown
district:
(2,000 characters
maximum)

The apartments, boutique hotel, and event center project will transform Newton's Downtown through intentional investment, both public and private, which will build vibrancy and establish a model for rural mixed use redevelopment in the State of Iowa. The project will achieve this end by elevating the experiential commercial uses (a necessity in the era of online shopping) and creating a sustainable mixed-use neighborhood, anchoring a downtown where one can live, work, and play. The residential component is critical to the success of Newton's downtown district by providing density in population. A downtown with residents is a vibrant downtown.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community, describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the
project's impact on
housing in the
community/downtown:
(2,000 characters
maximum)

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they shop around or build a new home, to the young teachers and service workers moving to a community. Cities can't achieve economic growth without great housing. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve
as an example for
other building
owners?

Yes

Will this project create
new units in
underutilized upper
story space?

Yes

Number of new units:

72

Will the project
rehabilitate
underutilized existing
upper story
apartments?

No

Not Awarded Applications (INTERNAL USE ONLY)

Decline Letter

Reason for decline (if available):

Budget

Grant Request Amount	\$600,000.00
Cash Match	\$24,043,841.00
Total Project Cost	\$24,643,841.00

Sources of Funds

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$5,743,841.00	Applied for	Part I, 1.5 are complete. Part 2 in process.
Local Incentives	\$900,000.00	Secured	Ten Year Tax Rebate & Local Housing Grant
Private Equity Investment	\$1,500,000.00	Secured	
Private Loans	\$15,900,000.00	Secured	Commitment Letter- Fortress Bank
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$24,643,841.00		

Tax Benefits

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	Yes	Applied For	
Federal Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
State Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
Tax Increment Financing (Rebate)	Yes	Secured	Resolution of Intent Approved by City Council
New Markets Tax Credit	No		
Tax Abatement	No		
Other	Yes	Secured	Iowa Reinvestment District

Uses of Funds

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$1,569,615.00
Construction - Windows/Doors	\$502,700.00
Construction - Roofing	\$0.00
Construction - HVAC	\$1,064,880.00
Construction - Plumbing	\$1,331,100.00

Construction - Electrical	\$1,527,840.00
Construction - Insulation	\$288,000.00
Construction - General Carpentry	\$424,216.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$3,640,039.00
Construction Subtotal	\$10,348,390.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$225,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$1,963,632.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$50,000.00
Other	\$1,754,450.00
Contingencies	\$773,898.00
TOTAL BUDGET	\$15,115,370.00

Building Information

Building Information 1

City - Property Address* 403 West 4th Street North
Property Owner Des Moines Area Community College
Address 2006 South Ankeny Blvd
City/State/Zip Ankeny
Iowa
Zip 50023
Telephone Numbers
Cell Phone 515-971-6953
Fax
E-mail Address kmdidler@dmacc.edu

Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.: (1,000 characters max.)
DMACC was gifted the property in 2016. DMACC, in partnership with the City of Newton, has been working to create market rate housing at the campus for over four years.
DMACC has a purchase agreement with Christensen Development to build between 50 and 80 market rate apartments in the building.

Property Address 403 West 4th Street North- Building 16
Year Built 1911
If vacant, how long: 4
Square footage: 16300
Square footage: 50020
Current Use Service
Current Use Vacant
of Residential Units
Number of Residential Units
Proposed Use Residential
Proposed Use Residential
of Proposed Residential Units: 72
Proposed Start Date 06/01/2022
Projected Completion Date 06/30/2023
Project architect David Voss, Slingshot
Listed or eligible for listing in the National Register of Historic Places Yes
Does the local No

community have a design review process?

Will the project be part of a CDBG Downtown Revitalization Grant? No

Will the project receive any other federal funding? Not Sure

County/City Assessor Property Card Assessor Card.pdf

Cost estimates for all proposed construction work. Legacy Building 16 Newton Apartments_Conceptual Budget_12.30.2021.pdf

Submitted Part 1 Historic Tax Credits application

Submitted Part 2 Historic Tax Credits application

Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) Catalyst Dvlp_SHiPO 1.5 Mtg Presentation_2021-0907_FINAL_Part 4of4.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Building 16 southside.JPG

Historic photographs of the property/project as available Catalyst Dvlp_SHiPO 1.5 Mtg Presentation_2021-0907_FINAL_Part 1of4.pdf

Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Project Assurances	Project Assurances Page.pdf	pdf	79 KB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	City of Newton Iowa Reinvestment District with the project building outlined in green. The photo submitted location noted in yellow.	Newton Legacy Reinvestment District_rev 1-25-22.pdf	pdf	511 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro forms If multiple, scan into one document and upload	Loan commitment letter from Fortress Bank.	Newton, IA - Proof of Financing Letter 1.26.22.pdf	pdf	31 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload				
Grant Recipient (City) W9 Download IRS form W9 HERE	City W-9 Form	W9 signed for 2022.pdf	pdf	108 KB

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique **positive impact** on minority persons? * No

Could the proposed grant program or policy have a

disproportionate or unique
negative impact on minority
persons? *

I hereby certify the
information above is
complete and accurate to
the best of my knowledge. *

Yes

Community Development Director

Title

Erin

First Name

Chambers

Last Name

EXHIBIT B

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

(End of Exhibit B)

02134434-1\10747-053

Execution Version

Exhibit I-28

ORDINANCE NO. 72-A

AN ORDINANCE CORRECTING AND REPLACING ORDINANCE NO. 72 PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE LEGACY PLAZA URBAN RENEWAL AREA, IN JASPER COUNTY, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, JASPER COUNTY, NEWTON COMMUNITY SCHOOL DISTRICT, THE CITY OF NEWTON, IOWA, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE COUNTY IN CONNECTION WITH THE LEGACY PLAZA URBAN RENEWAL AREA

WHEREAS, by Resolution No. 23-08 adopted February 7, 2023, this Board adopted the Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Legacy Plaza Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein; and

WHEREAS, this Board also adopted Ordinance No. 72 on February 7, 2023, providing for the division of taxes levied and collected within the Urban Renewal Area, pursuant to Iowa Code Section 403.19; and

WHEREAS, the Plan contained a scrivener's error in the legal description of the property included in the Urban Renewal Area by the Plan; and

WHEREAS, by Resolution No. 23-08-A, adopted February 14, 2023, this Board corrected the legal description in the Plan nunc pro tunc; and

WHEREAS, Ordinance No. 72 regarding the general property taxes levied and collected within the Urban Renewal Area contained the same error in the legal description of the Urban Renewal Area and this Ordinance No. 72-A is intended to correct said error; and

WHEREAS, the Urban Renewal Area, properly described, includes the lots and parcels located within the area legally described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN

INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE, N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by Jasper County, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the Board of Supervisors of Jasper County, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, STATE OF IOWA:

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, Jasper County, Newton Community School District, City of Newton, Iowa, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which Jasper County, State of Iowa, certifies to the Auditor of Jasper County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of Jasper County, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by Jasper County, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

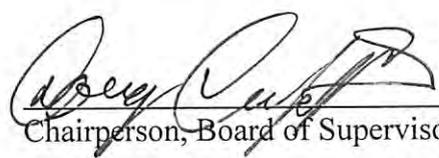
Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of Jasper County, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, and this Ordinance specifically replaces in its entirety Ordinance

No. 72 adopted by the Board on February 7, 2023. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 14th day of February, 2023.


Chairperson, Board of Supervisors

*vice
Chair*

ATTEST:


County Auditor

Read First Time: February 14th, 2023

Read Second Time: N/A, 2023

Read Third Time: N/A, 2023

PASSED AND APPROVED: February 14, 2023.

I, Jenna Jennings, County Auditor of Jasper County, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. 72-A passed and approved by the Board of Supervisors of the County at a meeting held February 14, 2023, signed by the Chairperson on February 14, 2023, and published in the Newton Daily News and the Jasper County Tribune on _____, 2023.

County Auditor, Jasper County, State of Iowa

(SEAL)

02160200-1\10747-052

RESOLUTION NO. 23-09

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH THE CITY OF NEWTON, IOWA AND
CHRISTENSEN DEVELOPMENT 1, LLC, AND PROVIDING
FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 23-08, adopted February 7, 2023, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Legacy Plaza Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is, or will be, on file in the office of the Recorder of Jasper County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the County has received a proposal from the City of Newton, Iowa (the "City") and Christensen Development 1, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and among the County, the City, and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements, including the Apartment Improvements and the Hotel Improvements (as those terms are defined in the Agreement), and related site improvements, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the completion of the Minimum Improvements is expected to repurpose two former Maytag buildings into a 72-unit apartment building and a 58-room boutique hotel; and

WHEREAS, pursuant to the Agreement, the City, the Developer, and the County will enter into a Minimum Assessment Agreement setting the minimum actual value of the Minimum Improvements and Development Property for tax purposes at not less than \$7,000,000; and

WHEREAS, construction of the Minimum Improvements and redevelopment of the Development Property is expected to remediate blighting conditions within the Urban Renewal Area, and further, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, in consideration of Developer's obligations, the Agreement proposes that the City would provide the Developer with Local Hotel Tax Rebates, a City Residential Grant, and a Downtown Housing Grant (as those terms are defined in the Agreement), pursuant to the terms and conditions set forth in the Agreement for those incentives; and

WHEREAS, in consideration of Developer's obligations, the Agreement proposes that the County will make up to ten (10) consecutive payments of Redevelopment Grants to Developer, equal in amount to 100% of the Tax Increments annually generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19 (as more particularly

described in the Agreement); provided, however, that the cumulative total for all such payments not to exceed the lesser of \$2,600,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that the County would issue bonds, in an aggregate principal amount not to exceed \$9,000,000 (the "Bonds"), which Bonds would be used to provide Construction Grants to the Developer, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the County expects to use Reinvestment Funds received from the State and generated from a Reinvestment District that includes the Development Property to pay the debt service on the Bonds; however, if the Reinvestment Funds were insufficient to fully repay the Bonds' debt service, then the Agreement would permit the County to use Tax Increments (following termination of the Redevelopment Grant payments) to pay debt service on the Bonds, subject to a requirement that the County first use Tax Increments to provide a \$65,000 "City Reimbursement" payment to the City; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize counties to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds, incur indebtedness, and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Board has determined that the Agreement is in the best interests of the County and the residents thereof and that the performance by the County of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development and blight remediation activities can occur under the Agreement, and pursuant to Section 331.301(5), Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the County Auditor publish notice of the proposal and of the time and place of the meeting at which the Board proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said County to such action.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY IN THE STATE OF IOWA:

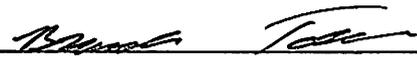
Section 1. That this Board meet in the Supervisors Room, Jasper County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M. on February 21, 2023, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with the City of Newton, Iowa and Christensen Development 1, LLC.

Section 2. That the County Auditor is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said County, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. That the published notice shall contain the date, time, and location of the public hearing to be held on the proposal and shall contain an accurate and intelligible summary of the essential terms of the Agreement that would reasonably inform the public of the proposed terms of the Agreement and the proposed obligations of the County thereunder.

Section 4. That, prior to the date set for the public hearing, a copy of the Agreement shall be made available for public inspection during regular business hours in the office of the County Auditor, Jasper County Courthouse, Newton, Iowa.

PASSED AND APPROVED this 7th day of February, 2023.



Chairperson, Board of Supervisors

ATTEST:



County Auditor

February 7, 2023

The Board of Supervisors of Jasper County in the State of Iowa, met in regular session, in the Supervisors Room, Jasper County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M., on the above date. There were present Chairperson Talsma, in the chair, and the following named Board Members:

Denny Stevenson

Absent: Doug Cupples

Vacant: N/A

Board Member Stevenson then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE CITY OF NEWTON, IOWA AND CHRISTENSEN DEVELOPMENT 1, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member Talsma seconded the motion to adopt. The roll was called, and the vote was:

AYES: 11

NAYS: N/A

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

RESOLUTION NO. 23-08

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development and blighted areas, as defined in Chapter 403, Code of Iowa, exist within the County and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the County; and

WHEREAS, this Board has caused there to be prepared a proposed Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Legacy Plaza Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Legacy Plaza Urban Renewal Area as an area suitable for economic development and blight remediation activities and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Board has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the land included in the Urban Renewal Area is within the corporate boundaries of the City of Newton, Iowa and the Board of Supervisors and City Council have approved a Joint City-County Agreement to allow the County to operate within the proposed Urban Renewal Area under Chapter 403 of the Code of Iowa, subject to the terms and conditions set forth in the Joint Agreement; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as

to its conformity with the general plan for development of the County as a whole, prior to Board of Supervisors approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the County as being in conformity with the general plan for development of the County as a whole, as evidenced by its minutes filed herewith, which minutes are hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on January 17, 2023, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Board of Supervisors and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Jasper County Economic Development, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Board also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Board, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Newton Daily News, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Board in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in the proposed "Urban Renewal Plan" for the area of Jasper County, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Legacy Plaza Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the County as a whole; and

c) Acquisition by the County is not immediately expected, however, as to any areas of open land to be acquired by the County included within the Urban Renewal Area:

i. Residential use is expected and with reference to any portions thereof which are to be developed for residential uses, this Board of Supervisors hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the County; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Urban Renewal Plan for the Legacy Plaza Urban Renewal Area"; the Urban Renewal Plan for such area, including all exhibits, is hereby in all respects approved; and the County Auditor is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Jasper County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 7th day of February, 2023.



Chairperson, Board of Supervisors

ATTEST:



County Auditor

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

URBAN RENEWAL PLAN

for the

**LEGACY PLAZA
URBAN RENEWAL AREA**

JASPER COUNTY, IOWA

February 2023

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**Urban Renewal Plan
for the
Legacy Plaza Urban Renewal Area
Jasper County, Iowa**

A. INTRODUCTION

The Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Legacy Plaza Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials alleviate blighting conditions and influences and to incentivize economic redevelopment in the Urban Renewal Area within Jasper County, Iowa (the “County”). In order to achieve this objective, the County intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

The County reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the County designates this Urban Renewal Area as a blighted area that is suitable for blight remediation activities and as appropriate for economic redevelopment.

The Urban Renewal Area is being created in order to remediate blighting influences in the Area. For the purposes of urban renewal, Iowa Code Section 403.17(5) (2021) defines a “blighted area” as follows:

“Blighted area” means an area of a municipality within which the local governing body of the municipality determines that the presence of a substantial number of slum, deteriorated, or deteriorating structures; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; insanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; or the existence of conditions which endanger life or property by fire and other causes; or any combination of these factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use. A disaster area referred to in section 403.5, subsection 7,

constitutes a “blighted area”. “Blighted area” does not include real property assessed as agricultural property for purposes of property taxation.

The Urban Renewal Area is comprised of three principal buildings (Buildings 1, 2, and 16) that are each over 100 years old. The buildings have been vacant or had sporadic occupancy for approximately 15 years since the Whirlpool Corporation (successor to Maytag) vacated the corporate campus in 2007. Building 50, also included in the proposed URA, is a newer structure with HVAC equipment that serves buildings 1, 2, and 16. The entire corporate campus remains a large, underutilized footprint in the Newton community. Less than 15% of the 482,000 usable square footage of the former headquarters is currently under lease. Current annual maintenance cost for the entire corporate campus which includes the Legacy Plaza Urban Renewal Area RA is in excess of \$850,000, and the current owner, Des Moines Area Community College, has stated it is unwilling to continue this investment. In August 2020 all of the buildings at Legacy Plaza sustained damage from a severe derecho storm. Total damages exceeded \$8 million with Building 2 sustaining the most damage with the collapse of the west wall and loss of roof. Based upon the County’s review of current conditions within the Area, the Board of Supervisors has determined that the Urban Renewal Area qualifies as a blighted area under Section 403.17(5) in so far as the Area suffers from:

1. A number of deteriorating structures.
2. Faulty lot layout as it pertains to usefulness in developing a redevelopment plan.
3. Ongoing deterioration of the site.
4. The existence of conditions which endanger life or property by fire and other causes (the proposed redevelopment will increase safety through upgrading to current Codes).
5. The current size of the property inhibits sound growth and redevelopment of the property and retards the provision of new housing. It is necessary to subdivide the property into lots which are of a more manageable redevelopment size.
6. The property has been subject to a natural disaster causing \$8 million in damage, for which the Governor certified the need for disaster assistance.
7. In its current configuration the property is a potential economic liability for the City of Newton.

Accordingly, the Board of Supervisors has designated the Urban Renewal Area as a blighted area.

In addition, the Area has been designated as part of the Newton Legacy Reinvestment District. The repurposing of the buildings in the Area has been identified as cornerstone projects in the Reinvestment District to spur economic redevelopment, leading to increased jobs and tax base.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2023, the taxable valuation as of January 1, 2022, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2023, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the

County first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted on the separate subareas within the Area. If so, the frozen base values may vary among the subareas.

E. DEVELOPMENT PLAN

The County has a general plan for the physical development of the County as a whole, outlined in the Planting Seeds for a Brighter Future Jasper County Comprehensive Plan, adopted in 2020. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the County's current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County in conjunction with the City of Newton.

F. PLAN OBJECTIVES

Renewal activities are designed to eliminate blighting influences within the Area. More specific objectives for development, revitalization, and alleviation of blight conditions within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
2. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities and housing for the workforce, and strengthening the tax base.
3. To plan for and provide sufficient land for redevelopment of blighted properties in a manner that is efficient from the standpoint of providing municipal services.
4. To encourage redevelopment of nearby properties that will serve as the foundation for future growth, development, and revitalization.
5. To provide for the installation and upgrade of public works, infrastructure, public buildings, and related facilities which alleviate blighting influences and contribute to the development of the Area.
6. To provide a more marketable and attractive climate for development and redevelopment of land through the use of various federal, state, and local incentives.

7. To stimulate through public action and commitment, private investment in new development in order to revitalize the community.
8. To enhance the health, safety, living environment, general character, and general welfare of the Area.
9. To promote blight remediation and economic redevelopment of the Area utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To make loans, forgivable loans, grants, tax rebate payments or other types of economic redevelopment or blight remediation grants or incentives to private persons, local development organizations, or businesses on such terms as may be determined by the Board of Supervisors.
3. To borrow money and to provide security therefor.
4. To fund or help finance programs that will directly benefit blight remediation and economic redevelopment.
5. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
6. To use tax increment financing to facilitate urban renewal projects and to use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan.
7. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic and housing conditions for the County.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Christensen Development 1 LLC Development Agreement: The County expects to consider a development agreement with Christensen Development 1, LLC (or a related entity) (the “Developer”), pursuant to which the Developer would redevelop the buildings located in the Urban Renewal Area into approximately 72 apartments (“Apartment Improvements”) and a 58-room hotel (“Hotel Improvements”) (collectively, the “Project”). In return for the Developer’s performance under the development agreement, the County would make up to ten, annual Redevelopment Grant payments to the Developer, using incremental taxes generated from the Project, under the detailed terms of the agreement and following satisfaction of certain conditions in the agreement. The aggregate amount of the Redevelopment Grants is not expected to exceed \$2,600,000.

The County would also make Construction Grants to the Developer in support of the Apartment Improvements and Hotel Improvements. The combined amount of the Construction Grants would not exceed the amount of the “net proceeds” of bonds anticipated to be issued by the County, which principal amount is not expected to exceed \$9 million. Debt service for the bonds is expected to be paid, at least in part, from Reinvestment Funds received from the State of Iowa under Iowa Code chapter 15J and from incremental taxes generated from the Project.

The City of Newton (“City”) is also expected to contribute incentives to the Developer in support of the Project pursuant to the terms of the development agreement, and the County would agree to use tax increment generated by the Project to reimburse the City up to \$65,000 of the City’s costs incurred in providing the City incentives, subject to terms and conditions set forth in the development agreement.

I. FINANCIAL INFORMATION

1.	July 1, 2022, Constitutional Debt Limit	\$96,734,564
2.	Current Outstanding General Obligation Debt	\$6,425,810
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County’s constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on a case-by-case basis to determine if it is in the County’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$11,665,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The County may utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The County has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of redevelopment/blight remediation incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the County to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the County, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the County has the authority to issue and sell general obligation bonds or capital loan notes (“bonds”) for specified essential and general corporate purposes, including the redevelopment of blighted buildings, and for other urban renewal projects or incentives for economic redevelopment consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the County. It may be, the County will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The County may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the County may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the County may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the County may determine to use tax increment financing to reimburse the County for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

The County will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

L. RELOCATION

The County does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the County in implementing this Urban Renewal Plan and its supporting documents.

N. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

O. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The Board of Supervisors may amend this Plan in accordance with applicable State law.

P. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and shall remain in effect until terminated by the Board of Supervisors. Notwithstanding anything to the contrary in the Urban Renewal Plan, during the life of this Plan, the Board of Supervisors may designate all or any portion of the property covered by this plan as a “tax increment area.” The Urban Renewal Area is designated as appropriate for blight remediation and therefore, the Urban Renewal Area has no statutory sunset under Iowa Code Section 403.19 (2021). The division of revenue shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the County for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.

Q. JOINT COUNTY/CITY AGREEMENT

As the Urban Renewal Area is within the city limits of the City of Newton, Iowa, the County has sought a joint agreement with the City pursuant to section 403.17 of the Code of Iowa. That agreement authorizes the County to carry out project activities within the Urban Renewal Area. A draft copy of the joint agreement is attached hereto as Exhibit C and an executed copy will be available for inspection at the County Auditor's office upon adoption of this Plan.

EXHIBIT A

LEGAL DESCRIPTION OF LEGACY PLAZA URBAN RENEWAL AREA

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING,

CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND
RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B

MAP OF LEGACY PLAZA URBAN RENEWAL AREA



Exhibit C

**JOINT AGREEMENT
BETWEEN
JASPER COUNTY AND THE CITY OF NEWTON**

THIS JOINT AGREEMENT (hereinafter called "Agreement" or "Joint Agreement"), is made on or as of the 7th day of February, 2023, by and between the CITY OF NEWTON, IOWA, a municipality (the "City") and JASPER COUNTY, IOWA, a municipality (the "County"), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (hereinafter called "Urban Renewal Act").

WITNESSETH:

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

WHEREAS, the City has asked Jasper County (the "County") to help finance two of the projects ("Christensen Projects") identified in the City Application; and

WHEREAS, the County is willing to assist the City in financing the Christensen Projects under certain conditions described herein; and

WHEREAS, to facilitate the County's participation in the Christensen Projects, the County is seeking to place the Christensen Projects in its own Urban Renewal Area pursuant to Iowa Code Chapter 403, and the County is willing to submit a revised application under the Iowa Reinvestment District Act which makes the County the final applicant for the Reinvestment District; and

WHEREAS the County has proposed to establish the Legacy Plaza Urban Renewal Area (the "Urban Renewal Area") which includes certain property within the corporate boundaries of the City of Newton (the "City"), for the purpose of participating in proposed urban renewal projects; namely, the Christensen Projects; and

WHEREAS, the governing body of the County has reviewed the Urban Renewal Plan (the "Plan") for said Urban Renewal Area and has determined that the Urban Renewal Area and completion of the Christensen Projects are in the best interests of the County; and

WHEREAS, Section 403.17(4) of the Code of Iowa requires a "joint agreement" between the County and the City before the County can proceed with adopting the Plan and establishing the Urban Renewal Area; and

WHEREAS, the governing body of the City is willing to consent to the County's establishment of the Urban Renewal Area under the conditions described therein.

NOW THEREFORE, JASPER COUNTY, STATE OF IOWA AND THE CITIES OF NEWTON, STATE OF IOWA, AGREE AS FOLLOWS:

Section 1. The governing body of the City hereby agrees and authorizes the County to adopt the Plan, establish the Urban Renewal Area as described in the Plan, adopt a Tax Increment Financing Ordinance ("TIF Ordinance"), and to proceed with activities authorized under the Urban Renewal Act subject to all of the terms and conditions set forth below.

Section 2. In exchange for the City's consent, the County hereby promises and agrees that, absent express City consent:

- a. The County may subject the Area to the division of revenue as described in Section 403.19 of the Code of Iowa and the TIF Ordinance for no more than twenty (20) fiscal years.
- b. The County shall utilize any incremental taxes it receives from the division of revenue in the Area for the sole purposes outlined the Agreement for Private Development attached hereto as Exhibit A ("Development Agreement").
- c. Promptly after the County has received the 20th fiscal year of incremental taxes from the Area, the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance; provided, however, that the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance prior to its receipt of the 20th fiscal year of incremental taxes from the Area if required to do so under the terms of the Development Agreement.
- d. The County shall not provide tax abatement or exemption to any real property in the Urban Renewal Area.
- e. The County shall not attempt to add additional property to the Urban Renewal Area without the express written consent of the City.

Section 3. If the City believes the County is in violation of the terms set forth in Section 2 of this Agreement, the City shall first submit the dispute to non-binding mediation utilizing a mediator that is mutually agreeable to the parties. If the dispute is not resolved through mediation, the City's sole remedy for a violation of Section 2 shall be to seek specific performance of the Agreement via action in the Iowa District Court for Jasper County. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the parties hereto expressly consent and submit to the personal jurisdiction of such court.

Section 4. This Agreement shall terminate, and the County shall promptly take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance if any of the following occur:

- a. The Development Agreement is not adopted by all parties thereto by April 15, 2023.
- b. The Development Agreement automatically terminates due to the failure of a condition precedent set forth in Section 1-A.1 of the Development Agreement.
- c. The County has received or had the ability to receive no more than twenty (20) fiscal years of tax increment from the Area for use consistent with this Agreement and the Development Agreement.

Section 5. This Joint Agreement is intended to meet the requirements of Section 403.17(4) of the Code of Iowa with respect to the Urban Renewal Area being located within the County's Area of Operation (as defined in Section 403.17(4)).

Section 6. This Joint Agreement has been duly authorized by the governing bodies of the County and the City.

[signature pages to follow]

PASSED AND APPROVED this 7th day of February, 2023.

JASPER COUNTY, STATE OF IOWA

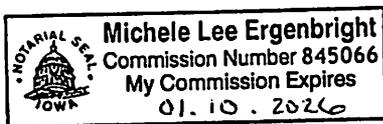

Brandon Talsma, Chairperson, Board of
Supervisors

ATTEST:


Jenna Jennings, Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

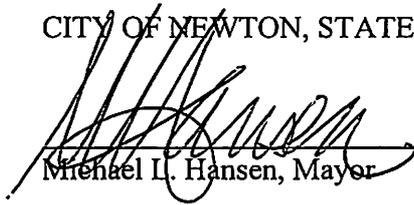
On this 7th day of February, 2023, before me a Notary Public in and for the State of Iowa, personally appeared Brandon Talsma and Jenna Jennings to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Jasper County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.



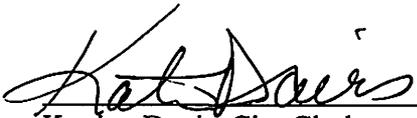

Notary Public in and for Jasper County, Iowa

PASSED AND APPROVED this 6th day of February, 2023.

CITY OF NEWTON, STATE OF IOWA

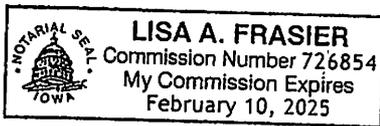

Michael L. Hansen, Mayor

ATTEST:


Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 6th day of February, 2023, before me a Notary Public in and for said County, personally appeared Michael L. Hansen and Katrina Davis to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.



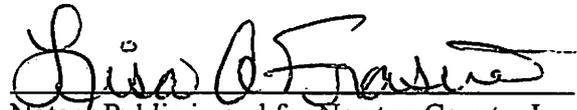

Notary Public in and for Newton County, Iowa

EXHIBIT A
DEVELOPMENT AGREEMENT

February 7, 2023

The Board of Supervisors of Jasper County, State of Iowa, met in regular session, in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M., on the above date. There were present Chairperson Talsma, in the chair, and the following named Board Members:

Denny Stevenson

Absent: Doug Cupples

Vacant: N/A

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Urban Renewal Plan, the Chairperson first asked for the report of the Director of Jasper County Economic Development, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Board was informed that the consultation was duly held as ordered by the Board, and that Ø written recommendations were received from affected taxing entities. The report of the Director of Jasper County Economic Development, or his delegate, with respect to the consultation was placed on file for consideration by the Board.

The County also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the County as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Board.

The Chairperson then asked the County Auditor whether any written comments had been filed with respect to the proposed Plan, and the County Auditor reported that Ø written comments thereto had been filed. The Chairperson then called for any oral comments to the adoption of the Urban Renewal Plan and Ø were made. The public hearing was then closed.

{Attach summary of comments here,
or include summary of comments in meeting minutes}

Board Member Stevenson then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Board Member Talsma seconded the motion. The roll was called, and the vote was:

AYES: 11

NAYS: N/A

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION NO. 23-08-A

RESOLUTION NUNC PRO TUNC CORRECTING AND AMENDING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF THE LEGACY PLAZA URBAN RENEWAL AREA IN THE URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 23-08 adopted February 7, 2023 (the "Authorizing Resolution"), this Board adopted the Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Legacy Plaza Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein; and

WHEREAS, the Plan contained a scrivener's error in the legal description of the property included in the Urban Renewal Area; and

WHEREAS, the Board has determined to adopt this resolution nunc pro tunc, correcting the scrivener's error for the legal description of the Urban Renewal Area.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, STATE OF IOWA:

Section 1. That the legal description for the Urban Renewal Area contained in the Urban Renewal Plan approved and adopted by the Authorizing Resolution on February 7, 2023, is hereby corrected, nunc pro tunc, and the following legal description shall be substituted as Exhibit A to the Plan and shall constitute the legal description of the Urban Renewal Area:

PARCEL "B" LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"E AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE,

NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Section 2. That the findings and conclusions set forth or contained in the Plan and the Authorizing Resolution concerning the area of Jasper County, State of Iowa, that comprises the Urban Renewal Area, as corrected hereby, be and the same are hereby ratified and confirmed in all respects as the findings of this Board for this Area.

Section 3. That all other provisions of the Authorizing Resolution and the Urban Renewal Plan not affected or otherwise revised by this resolution, be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 14th day of February, 2023.


Chairperson, Board of Supervisors

Vice Chair

ATTEST:


County Auditor

February 14, 2023

The Board of Supervisors of Jasper County, State of Iowa, met in regular session, in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M., on the above date. There were present Chairperson Cupples, in the chair, and the following named Board Members:

Denny Stevenson; Brandon Talsma

Absent: N/A

Vacant: N/A

Board Member Stevenson then introduced the following Resolution entitled "RESOLUTION NUNC PRO TUNC CORRECTING AND AMENDING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF THE LEGACY PLAZA URBAN RENEWAL AREA IN THE URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Board Member Talsma seconded the motion. The roll was called, and the vote was:

AYES: /// (3)

NAYS: ∅

Whereupon, the Chairperson declared the measure duly adopted.