



## Newton City Council Agenda

July 20, 2026 - 6:00 PM

*View the City Council Meeting:*

**In Person**

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

**Television**

Mediacom Channel  
12/85/121.12

**Online**

[newtongov.org/cablecast](http://newtongov.org/cablecast)

### Pledge

Pledge of Allegiance

### Call to Order

1. Roll Call

### Citizen Participation

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

### Consent Agenda

3. July 6, 2026 Regular City Council Meeting Minutes
4. Approve Liquor Licenses for the following: 2nd Ave Social (DMACC Newton Campus), 600 N 2nd Ave W, Class C Retail Alcohol License for Special Event Sept 3-7, 2026; PB Pub - LC0045655, 113 1st Ave E, Class C Retail Alcohol License renewal
5. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-11)
6. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-12)
7. Resolution accepting completion of the 2025 HMA Alley Overlay Project
8. Resolution accepting completion of the 2025 Aurora Park Tennis Courts Project
9. Resolution accepting completion of the 2025 W 3rd & 4th St Traffic Signal Install Project
10. Resolution approving easements for the 1st Ave and 12th St Drainage Improvements project no. 2403428
11. Resolution Approving Payment to Axon, LLC for Police Video Equipment and Service
12. Resolution approving Service Agreement with Nationwide Office Cleaning for the clubhouse at Westwood Golf Course
13. Approve Bills

## Public Hearing

14. Public Hearing on the Proposed 2026 Amendment to the North Central Urban Renewal Area
  - Iowa Code Chapter 403 requires that a city amend any existing urban renewal plan to describe all new projects.
  - An amendment to the North Central URA plan has been prepared which consists Downtown Park Improvements and various other urban renewal projects and programs. This resolution approves updates to the current Urban Renewal Plan.
15. Resolution to Approve Urban Renewal Plan Amendment for the North Central Urban Renewal Area
16. Public Hearing on the Proposed 2026 Amendment to the Fairmeadows North Housing Urban Renewal Area
  - Iowa Code Chapter 403 requires that a city amend any existing urban renewal plan to describe all new projects.
  - An amendment to the Fairmeadows North Urban Renewal plan has been prepared which consists of Cardinal Pond Improvements and various other urban renewal area projects and programs.
17. Resolution to Approve Urban Renewal Plan Amendment for the Fairmeadows North Housing Urban Renewal Area
18. Public Hearing on the Proposed 2026 Amendment to the 1st Avenue East Urban Renewal Area
  - Iowa Code Chapter 403 requires that a city amend any existing urban renewal plan to describe all new projects.
  - An amendment to the plan has been prepared which consists of Stormwater improvements and various other urban renewal area projects and programs.
19. Resolution to Approve Urban Renewal Plan Amendment for 1st Avenue East Urban Renewal Area
20. Public Hearing on a Resolution approving the purchase agreement for real property at 510 West 3rd Street North Newton, Jasper County, Iowa
  - The City owns 510 West 3rd Street North, and has made it available for purchase and redevelopment.
  - A public hearing was set by City Council Resolution #2026-236, and offers were to be received by July 6, 2026.
  - One offer has been received from Jeffrey Paul Homes, LLC, for an amount of \$24,000.00, with a commitment to build residential structures on the property.

21. Resolution approving the purchase agreement for real property at 510 West 3rd Street North Newton, Jasper County, Iowa
22. Public Hearing on a resolution approving the purchase agreement for real property at 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, Newton, Jasper County, Iowa
  - The City owns 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, and has made them available for purchase and redevelopment.
  - A public hearing was set by City Council Resolution #2026-235, and offers were to be received by July 6, 2026.
  - One offer has been received from Jeffrey Paul Homes, LLC, for an amount of \$6,000.00, with a commitment to build a commercial office (for Jeffrey Paul Homes LLC) on one lot and at least residential structures on the remaining lots.
23. Resolution approving the purchase agreement for real property at 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, Newton, Jasper County, Iowa

## Ordinance

24. Second Consideration of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise
  - 270 other cities in the State of Iowa have already adopted franchise fees. These fees are only now necessary in the City of Newton due to the recent passage of HF 718 and SF 2472 by the Iowa State Legislature, which limit the amount of property taxes the City can collect and use to provide services that Newton residents want in our community.
  - When fully implemented in FY29, franchise fees would add \$6 to the average monthly Alliant Energy bill, which is less than the \$16 per month that the average resident will save on their property taxes, due to just the new property tax exemption portion of SF 2472.
  - Newton is an extremely lean organization. Any reductions to the City budget will necessarily translate to reductions in services to our residents. Newton has a lot of positive momentum right now, and we need to keep heading in the right direction.
  - Franchise fees would allow the City to continue providing the same level of services that we are currently providing in the areas of Police, Fire, Parks & Rec, and the Newton Public Library, and will also allow the City to utilize general funds to purchase some capital equipment, which would reduce City bonding for that equipment.
25. Second Consideration of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa
  - 270 other cities in the State of Iowa have already adopted franchise fees. These fees are only now necessary in the City of Newton due to the recent passage of HF 718 and SF 2472 by the

Iowa State Legislature, which limit the amount of property taxes the City can collect and use to provide services that Newton residents want in our community.

- When fully implemented in FY29, franchise fees would add \$1.50 to the average monthly Black Hills Energy bill, which is less than the \$16 per month that the average resident will save on their property taxes, due to just the new property tax exemption portion of SF 2472.
- Newton is an extremely lean organization. Any reductions to the City budget will necessarily translate to reductions in services to our residents. Newton has a lot of positive momentum right now, and we need to keep heading in the right direction.
- Franchise fees would allow the City to continue providing the same level of services that we are currently providing in the areas of Police, Fire, Parks & Rec, and the Newton Public Library, and will also allow the City to utilize general funds to purchase some capital equipment, which would reduce City bonding for that equipment.

26. Second Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title III, Chapter 30, Section 30.036, "Powers & Duties"; Title III, Chapter 35, Section 35.11, "Change Orders & Contracts"; and Title III, Chapter 35, Section 35.12, "Emergency Purchases"

- The proposed amendments update provisions related to contract execution authority, change orders, and emergency purchases.
- Increasing administrative authority could reduce delays, allow staff to respond more quickly to project needs, and help keep projects moving while remaining within approved budgets and established parameters.

## Resolution

27. Resolution expressing the City Council's intent to review the necessity of electric and natural gas franchise fees three years following the initial receipt of franchise fee revenue

- Council recognizes that the proposed franchise fees are intended to help maintain essential municipal services, including public safety, parks and recreation, library services, community development, and other services relied upon by the residents of Newton.
- Council believes it is in the best interest of the community to periodically evaluate whether the franchise fees remain necessary in light of future legislative actions, changes in municipal finances, and the City's long-term fiscal condition.
- Council intends to conduct a comprehensive review of the franchise fees approximately three (3) years following the City's receipt of the first franchise fee payment.



28. Resolution to approve contract with Indian Hills Community College for the 2026-2027 Newton Paramedic Training Program
- The Fire Department has 10 employees in need of completing the paramedic certification program.
  - The Fire Department has an opportunity to sponsor the course locally through Indian Hills Community College for significant cost savings (\$44,300) and time savings (11 month class, instead of 48 months) by putting the group of 10 through in one year.
  - The cost of the program would be funded from the Fire Department budget and the FY27 Equipment Reserve Fund.
29. Resolution accepting Prairie Meadows Community Betterment Grant Awards and approving the grant agreements
- The Fire Department was awarded a community betterment grant from Prairie Meadows for the purchase of six (6) new portable radios in the amount of \$26,066.25.
  - In addition, the Community Development Department has been awarded a community betterment grant from Prairie Meadows in the amount of \$10,000.00 for the purchase of bleachers at the new tennis courts at Aurora Park.
30. Resolution awarding a Contract For Application and Administration of Community Development Block Grant Upper Story Rehabilitation Program for 104 1st Avenue East
- The City Council of Newton, Iowa approved a Request for Proposals (RFP) to be advertised on behalf of the City for CDBG consulting services through Reso-2026-265.
  - One bid was received on 7/10/2026 from Mid Iowa Planning Alliance, City staff has reviewed the bid received and evaluated the bid using the evaluation criteria as established.
  - The \$20,000 contract fee for the application and administration of the CDBG Grant from Mid Iowa Planning Alliance of West Des Moines, Iowa, is determined to be the lowest responsive bid. The contract fee is only applicable if the CDBG grant is awarded and will be paid for using grant proceeds.

## **Staff Report**

31. Hydraulic Model Overview — Jody Rhone, Utilities Director

## **Mayor/Council Comments**

32. Mayor and Council Comments

## **Adjourn**

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



NEWTON CITY COUNCIL MEETING MINUTES  
JULY 6, 2026, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4<sup>th</sup> Street South. Mayor Ervin presided. Present Council Members: Mills, Roth, Dalton, Hallam, Simbro, Holschuh. Absent: None.

Presentation

Fire Chief Jarrod Wellik, Utilities Director Jody Rhone, and Public Works Director Joe Grife provided an update on the July 2nd and July 3rd rainstorms.

2. Westwood Golf Course Update — Brad Sponseller, Westwood Operations Manager and Emma Noel, Assistant Clubhouse Manager

Brad and Emma provided information on recent projects and events at Westwood including the High School State Golf and Iowa Junior PGA Tournaments, which brought many people to Newton. Will have the Father/Daughter Tournament coming up. The bridge improvement project is completed. Revenue continues to grow at \$615,229 this year.

Citizen Participation

3. Citizen participation consisted of 2 hours of various citizens speaking about the rain event, which included flooding and sewer issues, FOCUSS, franchise fees, pool rules, and road maintenance.

Consent Agenda

Moved by Hallam, seconded by Mills to approve consent agenda items 4-26. Moved by Dalton, seconded by Mills to pull item 24, Resolution establishing Full City Council as Local Review Selection Committee and establishing the selection criteria for the Procurement of Consultant for Application and Administration of CDBG Grant Funds from the consent to allow for discussion. AYES: Six. NAYS: None. Item 24 was pulled. AYES: Six. NAYS: None. Consent Agenda 4-23 and 25-26 was adopted. Moved by Mills, seconded by Hallam to approve item 24, Bryan Friedman of Goldfinch Growth spoke regarding the 15 unit apartment project. AYES: Six. NAYS: None. Consent agenda item 24 was approved.

4. June 15, 2026 Regular City Council Meeting Minutes

5. June 19, 2026 Special City Council Minutes

6. Approve Liquor Licenses for the following: NEWTONIA - BW0101197, 4222 S 22nd Ave E, Special Class "C" Retail Alcohol License and Outdoor Service renewal; Newton KOA (Timberline RV Camp, LLC) - 1601 E 36th St S, Class B Retail Alcohol License

7. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor License Renewal for the following: Newton Tobacco & Vape, LLC, 309 Iowa Speedway Dr - Device Permit Renewal

8. Resolution designating the location for posting public meeting notices and agendas pursuant to Iowa Code Chapter 21  
Resolution 2026-248 adopted.

9. Resolution appointing Lori Miller as Deputy City Clerk  
Resolution 2026-249 adopted.

10. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-10)  
Resolution 2026-250 adopted.

11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-11)  
Resolution 2026-251 adopted.

12. Resolution accepting completion of the Children's Forest Bank Stabilization Project  
Resolution 2026-252 adopted.

13. Resolution accepting completion of the 2025-01 Iowa Speedway Dr. Sidewalk Project  
Resolution 2026-253 adopted.

14. Resolution approving a non-standard use agreement with the business owner of 104 1st St N  
Resolution 2026-254 adopted.
15. Resolution to enter into a cooperative agreement with the Iowa DOT for the 1st Ave and E 12th Street Drainage Improvements - Phase II Project  
Resolution 2026-255 adopted.
16. Resolution approving change order #1 for the Harmony Park restroom footing and utility install project  
Resolution 2026-256 adopted.
17. Resolution approving change order #1 for Demolition Project 2026-01  
Resolution 2026-257 adopted.
18. Resolution approving sand purchase for Cell D1/D2 Project at the Newton Sanitary Landfill  
Resolution 2026-258 adopted.
19. Resolution authorizing an agreement with Farm Services of Grinnell, IA, to provide DEF tote services for Newton Public Works  
Resolution 2026-259 adopted.
20. Resolution approving the Newton Sanitary Landfill Pump Station #1 Leachate Line Repair  
Resolution 2026-260 adopted.
21. Resolution amending the submission of a pre-application for Federal Airport Improvement Program funding and certifying eligibility requirements that was previously approved by Resolution 2025-458 and amended by resolution 2026-014  
Resolution 2026-261 adopted.
22. Resolution Authorizing Additional Fund Transfers in FY 25/26  
Resolution 2026-262 adopted.
23. Resolution Approving a refund to the Federal Aviation Association (FAA) for the Reconstruct Parallel Taxiway at the Newton Municipal Airport  
Resolution 2026-263 adopted.
24. Resolution establishing Full City Council as Local Review Selection Committee and establishing the selection criteria for the Procurement of Consultant for Application and Administration of CDBG Grant Funds  
Resolution 2026-265 adopted.
25. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract, and estimate of costs for the 1st Ave and 12th Street Drainage Improvements - Phase II Project  
Resolution 2026-264 adopted.
26. Approve Bills

#### Ordinance

27. Third Consideration of an Ordinance amending the City of Newton official zoning map for property located at 1017 West 4th St. S. Parcel number 0833479017, from R-2: One-and-Two Family Residential District to C-N: Neighborhood Commercial  
Moved by Mills, seconded by Roth to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Mills, seconded by Holschuh, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2488 was adopted.
28. First Consideration of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise  
Moved by Mills, seconded by Roth to approve the first consideration of the Ordinance. Moved by Hallam, seconded by Holschuh to amend the ordinance by adding a 3 year vote to continue or not. AYES: Six. NAYS: None. Amendment passed. AYES: Five. NAYS: Hallam. First Consideration of the Ordinance was approved.
29. First Consideration of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa  
Moved by Mills, seconded by Simbro to approve the first consideration of the Ordinance. Moved by Hallam, seconded by Roth to amend the ordinance by adding a 3 year vote to continue or not. AYES: Six. NAYS: None. Amendment passed. AYES: Five. NAYS: Hallam. First Consideration of the Ordinance was approved.
30. First Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title III, Chapter 30, Section 30.036, "Powers & Duties"; Title III, Chapter 35,

Section 35.11, "Change Orders & Contracts"; and Title III, Chapter 35, Section 35.12, "Emergency Purchases"

Moved by Hallam, seconded by Mills to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

#### Resolution

31. Resolution Amending the City of Newton Financial Policies, Section 8, Local Purchase Policy and Purchasing Limit Authority and Section 13, Public Purpose Policy  
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-266 adopted.
32. Resolution approving the purchase of 3 Bungalow Court, City of Newton, Jasper County, Iowa  
Moved by Holschuh, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-267 adopted.
33. Resolution Approving the granting of Downtown Improvement Grant funds for 108 1st Avenue East, Newton, Iowa in the signage program area  
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-268 adopted.
34. Resolution Approving the granting of Downtown Improvement Grant funds for 110 West 3rd Street South, Newton, Iowa in the signage program area  
Moved by Holschuh, seconded by Roth to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-269 adopted.
35. Resolution expressing support for the AU Solutions Manufacturing facility project and economic development investment  
Resolution was pulled for a future discussion.

#### Staff Report

36. Hydraulic Model Overview — Jody Rhone, Utilities Director  
Due to the time, this presentation was moved to the following meeting.

#### Mayor/Council Comments

37. Mayor and Council Comments  
Council appreciated hearing from citizens. Mills invites any citizens to contact him if they would like to talk or ask questions. Roth indicated that the council pay taxes as well and are trying to do what is best for the city as a whole. Citizens are encouraged to attend council meetings, ask questions, and educate themselves. Simbro spoke about many projects that have been completed. Holschuh attended the Newton Cares Classic. It was a great event and Jessica Lowe-Volks did a lot of work to make it great. Mayor Ervin reiterated that council and staff are leaders, and we have to make decisions. He also commented on how wonderful the 4th of July parade was and how Craig Armstrong did a fabulous job being the Grand Marshall.

#### Adjourn

Moved by Dalton, seconded by Mills to adjourn the meeting at 9:42 P.M. Motion unanimously carried by voice vote.

---

Katrina Davis, City Clerk

---

Randy J. Ervin, Mayor

## City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-11)

**Summary:**

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

**Financial Impact:**

Cost Recovery: \$5,360.00

**Report Number:** 2026-738

**Date:**

July 20, 2026

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$5,360.00.

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

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

**Recommendation:**

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-11).

Matt Muckler, City Administrator

**RESOLUTION NO. 2026 – \_\_\_\_\_**

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF  
NUISANCE ABATEMENT AND PROVIDING FOR THE  
PAYMENT THEREOF (SCHEDULE 26-11)**

**WHEREAS**, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 26-11 for collection in the same manner as the property tax.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Schedule No. 26-11, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

**BE IT FURTHER RESOLVED**, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on August 5, 2026, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## Schedule 26-11 Assessment for the Expenses for Nuisance Abatement

| Deed/Contract Holder                       | Parcel Number              | Property Address | City   | Net Assessed Property Value | Abatement Fee | Admin. Fee | Total Amount Assessed | Work Done          | Legal                                                                  | Date Abated |
|--------------------------------------------|----------------------------|------------------|--------|-----------------------------|---------------|------------|-----------------------|--------------------|------------------------------------------------------------------------|-------------|
| Stacie Cleghorn                            | <a href="#">834152008</a>  | 310 S 2nd Ave W  | Newton | \$52,220                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | ORIGINAL PLAT S 1/2 LOT 7 BLK 18                                       | 5/18/2026   |
| Karen Gulling                              | <a href="#">828377006</a>  | 608 W 14th St N  | Newton | \$137,430                   | \$100.00      | WAIVED     | \$100.00              | Mow Grass/Trim We  | HILLCREST ADD LOT 13 BLK A                                             | 5/15/2026   |
| Next Level Apartments LLC                  | <a href="#">1304231004</a> | 1600 W 7th St S  | Newton | \$2,048,450                 | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | BRADFORD ESTATES SD PARCEL B PT OUTLOT A                               | 5/18/2026   |
| Secretary of Housing and Urban Development | <a href="#">828476001</a>  | 718 W 8th St N   | Newton | \$206,140                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | MCCOLLOMS ADD N 100' LOTS 6-7 BLK 1                                    | 5/15/2026   |
| Keiana Spearing & Anthony L                | <a href="#">827455004</a>  | 506 E 6th St N   | Newton | \$183,290                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | COWLE'S ADD W 120' LOT 6 BLK 4                                         | 5/18/2026   |
| Anthony Stevenson                          | <a href="#">833206005</a>  | 1100 1st Ave W   | Newton | \$155,320                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | EXLINE'S ADD S 73' LOTS 1-2 BLK 5                                      | 5/15/2026   |
| Steven McKinstry                           | <a href="#">1303203007</a> | 1404 E 7th St S  | Newton | \$157,200                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LISTER'S ACRES LOT 25                                                  | 5/15/2026   |
| AC Capital LLC                             | <a href="#">827453041</a>  | 709 E 8th St N   | Newton | \$176,070                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | SWALLOW'S SD LOT 4                                                     | 5/22/2026   |
| Dennis Behm                                | <a href="#">834453010</a>  | 1215 E 8th St S  | Newton | \$225,820                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | CARDINAL HEIGHTS PLAT II, LOT 3                                        | 5/26/2026   |
| Joseph & Nicole Eddy                       | <a href="#">827377014</a>  | 724 E 4th St N   | Newton | \$223,760                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LAMB & KENNEDY'S ADD LOT H BLK 1 EX E 10' & EX PARCEL B                | 5/22/2026   |
| Michael Free                               | <a href="#">834435008</a>  | 717 E 10th St S  | Newton | \$93,360                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LINCOLN PLACE ADD LOT 8 BLK 11                                         | 5/26/2026   |
| Secretary of Housing and Urban Development | <a href="#">834478009</a>  | 1005 E 10th St S | Newton | \$130,470                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | HARLAN'S SD LOT 1 BLK 3                                                | 5/26/2026   |
| Erik Kolman                                | <a href="#">835401015</a>  | 503 E 20th St S  | Newton | \$120,010                   | \$110.00      | \$150.00   | \$260.00              | Junk/Trash Removal | AURORA HEIGHTS SD LOT 5 BLK B                                          | 5/22/2026   |
| Betty Snodgrass                            | <a href="#">833104014</a>  | 1600 1st Ave W   | Newton | \$42,740                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3                               | 5/22/2026   |
| Nathionstar Mortgage LLC                   | <a href="#">834187012</a>  | 412 E 3rd St S   | Newton | \$157,550                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | ORIGINAL PLAT S1/2 LOT 18 OUTLOT 20                                    | 6/1/2026    |
| Samuel Simons                              | <a href="#">833257010</a>  | 228 W 9th St S   | Newton | \$112,680                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | JOY'S SD LOT 11 & S 2.5' OF LOT 12 BLK A                               | 6/1/2026    |
| Anthony Stevenson                          | <a href="#">833206005</a>  | 1100 1st Ave W   | Newton | \$155,320                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | EXLINE'S ADD S 73' LOTS 1-2 BLK 5                                      | 6/1/2026    |
| Riley Ewing                                | <a href="#">834276001</a>  | 803 1st Ave E    | Newton | \$182,250                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | RITTER'S SD 34-80-19 LOT 4                                             | 6/1/2026    |
| Reiya Galdino                              | <a href="#">826355011</a>  | 1204 N 4th Ave E | Newton | \$269,140                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | EMERSON HOUGH PLACE LOT 6 BLK E                                        | 6/3/2026    |
| Iowa Star Investments LLC                  | <a href="#">827426028</a>  | 1013 E 10th St N | Newton | \$53,800                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | EDMUNDSON'S ADD LOT 3 BLK 3 & E 1/2 VAC N/S ALLEY ABUTTING LOT 3 BLK 3 | 6/1/2026    |
| MVP Homes Inc                              | <a href="#">833206003</a>  | 1116 1st Ave W   | Newton | \$57,310                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE      | 6/1/2026    |
| 2C Industries LLC                          | <a href="#">834228010</a>  | 310 E 10th St N  | Newton | \$72,780                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | EAST HIGHLANDS LOT 9 BLK 2                                             | 6/1/2026    |
| <b>TOTAL:</b>                              |                            |                  |        |                             |               |            | <b>\$5,360.00</b>     |                    |                                                                        |             |



## City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-12)

**Summary:**

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

**Financial Impact:**

Cost Recovery: \$4,741.00

**Report Number:** 2026-739

**Date:**

July 20, 2026

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

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

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

**Recommendation:**

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

Matt Muckler, City Administrator

**RESOLUTION 2026- \_\_\_\_\_**

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL  
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS  
(SCHEDULE NO. 26-12)**

**WHEREAS**, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-12: Assessment for the Expenses for Nuisance Abatement; and

**WHEREAS**, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 26-12: Assessment for the Expenses for Nuisance Abatement; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Newton, Iowa, that the Schedule 26-12: Assessment for the Expenses for Nuisance Abatement is approved.

**NOW THEREFORE, BE IT FURTHER RESOLVED** by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 26-12: Assessment for the Expenses for Nuisance Abatement.

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## Schedule 26-12 Assessment for the Expenses for Nuisance Abatement

| Deed/Contract Holder                       | Parcel Number             | Property Address | City   | Net Assessed Property Value | Abatement Fee | Admin. Fee | Total Amount Assessed | Work Done          | Legal                                                                                                       | Date Abated |
|--------------------------------------------|---------------------------|------------------|--------|-----------------------------|---------------|------------|-----------------------|--------------------|-------------------------------------------------------------------------------------------------------------|-------------|
| Secretary of Housing and Urban Development | <a href="#">834478009</a> | 1005 E 10th St S | Newton | \$130,470                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | HARLAN'S SD LOT 1 BLK 3                                                                                     | 5/11/2026   |
| Stanley Burt                               | <a href="#">833201010</a> | 311 W 11th St N  | Newton | \$144,190                   | \$160.00      | \$150.00   | \$310.00              | Junk/Trash Removal | EXLINE'S ADD N 22.25' OF E 132' LOT 7 & S 27.75' OF E 132' LOT 6 OUTLOT 4                                   | 6/9/2026    |
| Stacie Clegghorn                           | <a href="#">834152008</a> | 310 S 2nd Ave W  | Newton | \$52,220                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | ORIGINAL PLAT S 1/2 LOT 7 BLK 18                                                                            | 6/9/2026    |
| CRH Properties LLC                         | <a href="#">834231003</a> | 110 E 8th St N   | Newton | \$88,590                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LEE'S SD N 60' LOT 1                                                                                        | 6/8/2026    |
| Devani Dearmond                            | <a href="#">834436004</a> | 1002 S 8th Ave E | Newton | \$227,650                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LINCOLN PLACE ADD LOT 7 BLK 10                                                                              | 6/8/2026    |
| Farrell Properties Inc                     | <a href="#">835283003</a> | 204 E 24th St S  | Newton | \$16,440                    | \$150.00      | \$150.00   | \$300.00              | Mow Grass/Trim We  | PARK PLACE CONDOMINIUMS LOCATED ON PT PARCEL B BLK Q AURORA HEIGHTS SD EX LOT 9 BLK Q LYING WITHIN PARCEL B | 6/5/2026    |
| 2C Industries LLC                          | <a href="#">834206012</a> | 121 E 8th St N   | Newton | \$83,140                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LEE'S SD LOT B                                                                                              | 6/8/2026    |
| Michael Free                               | <a href="#">834435008</a> | 717 E 10th St S  | Newton | \$93,360                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | LINCOLN PLACE ADD LOT 8 BLK 11                                                                              | 6/15/2026   |
| Secretary of Housing and Urban Development | <a href="#">834478009</a> | 1005 E 10th St S | Newton | \$130,470                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | HARLAN'S SD LOT 1 BLK 3                                                                                     | 6/15/2026   |
| Jeffrey Paul Homes LLC                     | <a href="#">835401011</a> | 514 E 19th St S  | Newton | \$117,110                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | AURORA HEIGHTS SD LOT 16 BLK B                                                                              | 6/12/2026   |
| Nationstar Mortgage LLC                    | <a href="#">834187012</a> | 412 E 3rd St S   | Newton | \$157,550                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | ORIGINAL PLAT S1/2 LOT 18 OUTLOT 20                                                                         | 6/15/2026   |
| Lorena Santillan                           | <a href="#">835376018</a> | 1005 E 18th St S | Newton | \$25,270                    | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | QUAIL RIDGE PLAT III LOT 16                                                                                 | 6/12/2026   |
| Chad Winslow                               | <a href="#">834162019</a> | 419 W 2nd St S   | Newton | \$164,960                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | ORIGINAL PLAT LOT 17 OUTLOT 16                                                                              | 6/15/2026   |
| AC Capital LLC                             | <a href="#">827453041</a> | 709 E 8th St N   | Newton | \$176,070                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | SWALLOW'S SD LOT 4                                                                                          | 6/16/2026   |
| Roxanne Anderson                           | <a href="#">835451002</a> | 1012 E 19th St S | Newton | \$174,110                   | \$231.00      | \$150.00   | \$381.00              | Junk Removal/Mow   | TR BEG 570' N OF SW COR SW SE RUN E 270' N 87' W 270' S 87' TO BEGINNING                                    | 6/16/2026   |
| Nathaniel Hinrichs                         | <a href="#">833279008</a> | 726 S 3rd Ave W  | Newton | \$113,310                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | WOODROW'S SD LOT 11 BLK 3                                                                                   | 6/16/2026   |
| Samuel Simons                              | <a href="#">833257010</a> | 228 W 9th St S   | Newton | \$112,680                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | JOY'S SD LOT 11 & S 2.5' OF LOT 12 BLK A                                                                    | 6/16/2026   |
| Edward Storm                               | <a href="#">827152006</a> | 305 N 15th Ave W | Newton | \$209,750                   | \$100.00      | \$150.00   | \$250.00              | Mow Grass/Trim We  | AINSWORTH & WHEELER'S SD N 623' LOT H EX W 90' OF N 162.02'                                                 | 6/16/2026   |
| <b>TOTAL:</b>                              |                           |                  |        |                             |               |            | <b>\$4,741.00</b>     |                    |                                                                                                             |             |

## City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 HMA Alley Overlay Project

**Summary:**

Accept completion of the 2025 HMA Alley Overlay Project

**Financial Impact:**

Council previously approved a contract for \$360,045.00 on September 15, 2025, and a change order for \$4,830.00 on January 5th, 2026. This action would accept the final contract amount of \$365,030.80 based on actual measured quantities and authorize payment of the retainage amount of \$10,950.92.

**Report Number:** 2026-742**Date:**

July 20, 2026

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

During planning of the Alliant Energy Downtown H-Structure Removal Project, the City of Newton committed to restoring the paved alleys impacted by construction activities once Alliant Energy completed its work.

City Council passed a resolution on September 15, 2025, awarding a contract to TK Concrete Inc in the amount of \$360,045.00. A change order was approved on January 5th, 2026, in the amount of \$4,830.00, increasing the contract amount to \$364,875.00.

The project has been substantially completed in general compliance with the contract's terms, conditions, and stipulations. The final contract amount, based on actual field-measured quantities of work completed in accordance with the contract documents and one change order, is \$365,030.80.

**Recommendation:**

It is recommended that the City Council approve the final contract amount of \$365,030.80, accept the project as complete to TK Concrete Inc., and authorize the retainage amount of \$10,950.92 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

**RESOLUTION NO. 2026-\_\_\_\_\_**

**RESOLUTION ACCEPTING COMPLETION OF THE  
THE 2025 HMA ALLEY OVERLAY PROJECT.**

**WHEREAS**, as part of the Alliant Energy H Structure project, the City of Newton committed to restoring the alleys impacted by construction activities once Alliant's work was complete; and

**WHEREAS**, City Council passed a resolution on September 15, 2025, awarding a contract to TK Concrete Inc of Pella, IA , in the amount of \$360,045.00; and

**WHEREAS**, City Council passed a resolution on January 5, 2026, awarding a change order to TK Concrete Inc of Pella, IA , in the amount of \$4,830.00, increasing the contract price to \$364,875.00; and

**WHEREAS** The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$365,030.80; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the final contract amount of \$365,030.80 based of measured quantities and accepts the completion of the project; and authorizes the Public Works Director to execute payment of the retainer in the amount of \$10,950.92 no sooner than 30 days after approval of this resolution should no claims be on file,

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 Aurora Park Tennis Courts Project

**Summary:**

Accept completion of contract to Minturn Inc for the 2025 Aurora Park Tennis Courts Project

**Financial Impact:**

Council previously approved a contract for \$667,683.00 on May 19, 2025, along with four change orders totaling \$227,933.06.

This action would accept the project contract amount of \$881,427.41 based on measured quantities and authorize payment of the retainage amount of \$26,442.82

**Report Number:** 2026-749

**Date:**

July 20, 2026

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

With the rising popularity of tennis, especially among youth and recreational players, existing court availability was increasingly limited during peak hours. Community feedback and participation levels in local tennis programs indicated strong support for expanding our tennis infrastructure.

City Council passed a resolution on May 19, 2025, awarding a contract to Minturn Inc in the amount of \$667,683.00. Four change orders totaling \$277,933.06 were approved, increasing the contract amount to \$895,616.06.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of the contract. The final contract amount, based on actual field-measured quantities of work completed in accordance with the contract documents, is \$881,427.41.

**Recommendation:**

It is recommended that the City Council approve the final contract amount of \$881,427.41, accept the project as complete to Minturn Inc., and authorize the retainage amount of \$26,442.82 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

**RESOLUTION NO. 2026-\_\_\_\_\_**

**RESOLUTION ACCEPTING COMPLETION OF THE  
THE 2025 AURORA PARK TENNIS COURTS PROJECT.**

**WHEREAS**, with the rising popularity of tennis, especially among youth and recreational players, existing court availability was increasingly limited during peak hours. Community feedback and participation levels in local tennis programs indicate strong support for expanding our tennis infrastructure; and

**WHEREAS**, City Council passed a resolution on May 19, 2025, awarding a contract to Minturn Inc of Brooklyn, IA , in the amount of \$667,683.00; and

**WHEREAS**, City Council passed four resolutions awarding four change orders to Minturn Inc of Brooklyn, IA , in the amount of \$227,933.06, increasing the contract price to \$895,616.06; and

**WHEREAS** The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$881,427.41; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the final contract amount of \$881,427.41 based of measured quantities and accepts the completion of the project; and authorizes the Community Development Director to execute payment of the retainer in the amount of \$26,442.82 no sooner than 30 days after approval of this resolution should no claims be on file,

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 W 3rd & 4th St Traffic Signal Install Project

**Summary:**

Accepting completion of the 2025 W 3rd & 4th St Traffic Signal Install Project

**Financial Impact:**

Financial Impact: Council previously approved a contract for \$3,600.00 on December 15, 2025. This action would accept the project contract amount of \$3,600.00 based on measured quantities and authorize payment of the retainage amount of \$108.00 from road use tax funds to be reimbursed by insurance.

**Report Number:** 2026-750

**Date:**

July 20, 2026

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

A lightning strike during a severe storm caused significant damage to the traffic signals at W 3rd St and W 4th St. City staff evaluated the equipment and determined that multiple critical components required full replacement to restore signal functionality.

To expedite repairs and minimize downtime, repairs were completed and paid with road use tax funds, which would be reimbursed by insurance. Staff prepared and posted a Request for Quotes seeking qualified contractors to install the new equipment in accordance with SUDAS and City standards. The lowest quote received was from Van Maanen Electric, Newton, IA.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of the contract. The final contract amount, based on actual field-measured quantities of work completed in accordance with the contract documents, is \$3,600.00. Half of the repair costs have been received from the insurance company; the remaining funds will be received once the project is completed.

**Recommendation:**

Accepting the completion of the W 3rd St and W 4th St Traffic Signal Project and authorizing the retainage amount of \$108.00 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator



**RESOLUTION NO. 2026-\_\_\_\_\_**

**RESOLUTION ACCEPTING COMPLETION OF THE 2025 W 3<sup>rd</sup> S & 4<sup>th</sup> ST  
TRAFFIC SIGNAL INSTALLATION PROJECT**

**WHEREAS**, in June 2025, a lightning strike caused significant damage to the traffic signal system for W 3rd St and W 4th St and 1st Ave W intersections; and

**WHEREAS**, City staff evaluated the equipment and determined that multiple critical components required complete replacement to restore proper signal functionality; and

**WHEREAS**, staff prepared and posted a Request for Quotes seeking qualified contractors to perform the installation of the new equipment in accordance with SUDAS and City standards; and

**WHEREAS**, the project has been substantially completed in general compliance with the terms, conditions, and stipulations of the contract. The final contract amount, based on actual field-measured quantities of work completed in accordance with the contract documents, is \$3,600.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the City of Newton hereby approves the final contract amount of \$3,600.00 based on measured quantities and accepts the completion of the project, and authorizes the public works director to execute payment of the retainer in the amount of \$108.00 no sooner than 30 days after approval of this resolution should no claims be on file,

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution approving easements for the 1st Ave and 12th St Drainage Improvements project no. 2403428

**Summary:**

Approval of temporary and permanent easements at 3 locations to complete a stormwater drainage improvement project near the intersection of 1st Ave E and E 12th St.

**Financial Impact:**

None

**Report Number:** 2026-763**Date:**

July 20, 2026

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

As part of the 1st Ave and 12th St Drainage Improvements Project, certain easements are required to complete the project. Three temporary and three permanent easements are needed for the proposed improvements. Work includes construction of new storm sewer infrastructure, pavement removal and replacement, and site grading.

The following identified easements, created on behalf of the City by HR Green, have been approved by the property owners and are now subject to approval by City Council:

**Easement Property Easement****Number Owner Address**

2026-01T Jasper Point Plaza, LLC Parcel 0834231032

2026-01P Jasper Point Plaza, LLC Parcel 0834231032

2021-02T Regency Oil Inc, An Iowa Corp. Parcel 0835151002

2021-02P Regency Oil Inc, An Iowa Corp. Parcel 0835151002

2021-03T John & Cathleen Gretlein Parcel 0835151003

Parcel 0835151009

2021-03P John & Cathleen Gretlein Parcel 0835151003

Parcel 0835151009

All easements have been granted by the owners at no cost to the city. Permanent easements will be recorded with the Jasper County after final approval.

**Recommendation:**

Council approval of the permanent and temporary easements needed for the 1st Ave and 12th St Drainage Improvements Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-\_\_\_\_\_

RESOLUTION ACCEPTING REAL ESTATE EASEMENTS FOR THE  
1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO. 2403428

**WHEREAS**, as part of the 1<sup>st</sup> Ave and 12<sup>th</sup> St Drainage Improvements Project, certain easements are required to complete the project; and

**WHEREAS**, temporary and three permanent easements are needed for the proposed improvements; and

**WHEREAS**, the identified easements, created on behalf of the City by HR Green, have been approved by the property owners and are now subject to approval by City Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the following identified easements are hereby approved:

| Easement<br>Number | Property<br>Owner              | Easement<br>Address                    |
|--------------------|--------------------------------|----------------------------------------|
| 2026-01T           | Jasper Point Plaza, LLC        | Parcel 0834231032                      |
| 2026-01P           | Jasper Point Plaza, LLC        | Parcel 0834231032                      |
| 2021-02T           | Regency Oil Inc, An Iowa Corp. | Parcel 0835151002                      |
| 2021-02P           | Regency Oil Inc, An Iowa Corp. | Parcel 0835151002                      |
| 2021-03T           | John& Cathleen Gretlein        | Parcel 0835151003<br>Parcel 0835151009 |
| 2021-03P           | John& Cathleen Gretlein        | Parcel 0835151003<br>Parcel 0835151009 |

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are authorized to execute the Real Estate Easement documents for the affected properties. All easements have been granted by the owner at no cost to the City.

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622 ext. 2318  
Contract Holder/Easement Grantor: Jasper Point Plaza LLC, 9169 W. STATE ST, SUITE 1902 GARDEN CITY, ID 83714  
Legal Description: LOT 16 AND 17 IN MERSHONS ADDN, EXCEPT PARCEL A-3 IN LOT 16, AND A STRIP OF LAND 50' IN WIDTH OVER AND ACROSS LOT 2 SAID EAST ADDN, BEING 25' IN WIDTH ON EAST SIDE OF THE CENTERLINE OF THE ABANDONED MINNEAPOLIS AND ST. LOUIS RAILWAY COMPANY, SECTION 35-80-19 AS APPEARS IN PLAT BOOK B, PAGE 227  
Parcel No: 0834231032  
Project: 1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO 2403428

### **REAL ESTATE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That We the undersigned, Regina Roush (hereinafter called "Property Owner") in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00) to be paid by the City of Newton, Iowa upon final approval of this Easement by the City staff, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

### **TEMPORARY CONSTRUCTION EASEMENT**

1. GRANT OF EASEMENT. A construction easement is hereby granted on, under, over, through and across the following described property:

COMMENCING AT A 1 INCH IRON PIPE FOUND IN THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC; THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 173.27 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST, 15.08 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 44.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF EAST 12TH /STREET AND THE EAST LINE OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC; THENCE SOUTH 44 DEGREES 30 MINUTES 39 SECONDS WEST, 19.93 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST, 13.17 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 52 SECONDS WEST, 16.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, 14.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC; THENCE NORTH 89 DEGREES 47 MINUTES 52 SECONDS WEST, 14.81 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 340 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, all as shown on the attached "Exhibit A"

2. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, from and after the execution of this easement agreement to and including the day of substantial completion of construction of the public improvement identified below and City's performance of its obligation hereunder, which shall be not later than 2 years from the date of the City's approval of this instrument.

3. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to entering upon the temporary easement property for the storm sewer installation in accordance with the Plans and Specifications now on file in the Public Work Director's office in connection with the following specific public improvement: 1<sup>st</sup> Ave and 12<sup>th</sup> St Drainage Improvements project No.2403428, hereinbefore and hereinafter called the "public improvement."

4. ERECTION OF STRUCTURES PROHIBITED. Property Owner shall not erect any structure on, over, under, through, across, or within the temporary easement property during the term of the easement without obtaining the prior written consent of the Public Works Director.

5. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the temporary easement property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the temporary easement property during the term of the easement, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense.

6. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said temporary easement property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said temporary easement property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

7. RESTORATION OF LAND. City shall restore the temporary easement property and adjacent affected right-of-way as nearly as reasonably possible to substantially the same condition it was in prior to City's entry, including but not limited to restoration of lawns by seeding, replacement of pre-existing concrete driveways removed for grading purposes, and replacement of fences, or other structures removed or damaged by City during the course of construction.

**GENERAL PROVISIONS**

- A. **APPROVAL BY CITY.** The easement granted herein shall not be binding until final approval and acceptance by the City of Newton, whereupon City Staff shall be authorized to show such approval and acceptance by execution of said easement.
- B. **DOWER RIGHTS.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.
- C. **RULES OF CONSTRUCTION.** Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 29 day of June, 2026

[Signature] INDIVIDUAL FEE TITLE PROPERTY OWNER  
Property Owner GP/Head of Asset Mgmt.  
DATE 331 Princeville Ave  
Address Oswatimire KS 66064

Property Owner \_\_\_\_\_ DATE \_\_\_\_\_  
Address \_\_\_\_\_

[Signature]  


**ACCEPTANCE, APPROVAL AND EXECUTION BY CITY**

Dated: \_\_\_\_\_ CITY OF NEWTON  
By: \_\_\_\_\_

|              |                                                                                                                                                                                                                                                                     |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                                                                                                                                              |
| County:      | Jasper County                                                                                                                                                                                                                                                       |
| Parcel ID:   | 0834231032                                                                                                                                                                                                                                                          |
| Description: | LOT 16 AND LOT 17 IN MERSHON'S ADDN, EXCEPT PARCEL A-3 IN LOT 16, AND A STRIP OF LAND 50' IN WIDTH OVER AND ACROSS LOT 2 SAID EAST ADDN, BEING 25' IN WIDTH ON EAST SIDE OF CENTERLINE OF THE ABANDONED MINNEAPOLIS AND ST. LOUIS RAILWAY COMPANY, SECTION 35-80-19 |
| Proprietor:  | Jasper Point Plaza, LLC                                                                                                                                                                                                                                             |
| Surveyor:    | John Boline                                                                                                                                                                                                                                                         |
| Company:     | HRGreen, Inc.                                                                                                                                                                                                                                                       |
|              | 5525 Merle Hay Road Suite 200                                                                                                                                                                                                                                       |
| Return To:   | Johnston, IA 50131                                                                                                                                                                                                                                                  |

# TEMPORARY EASEMENT

TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

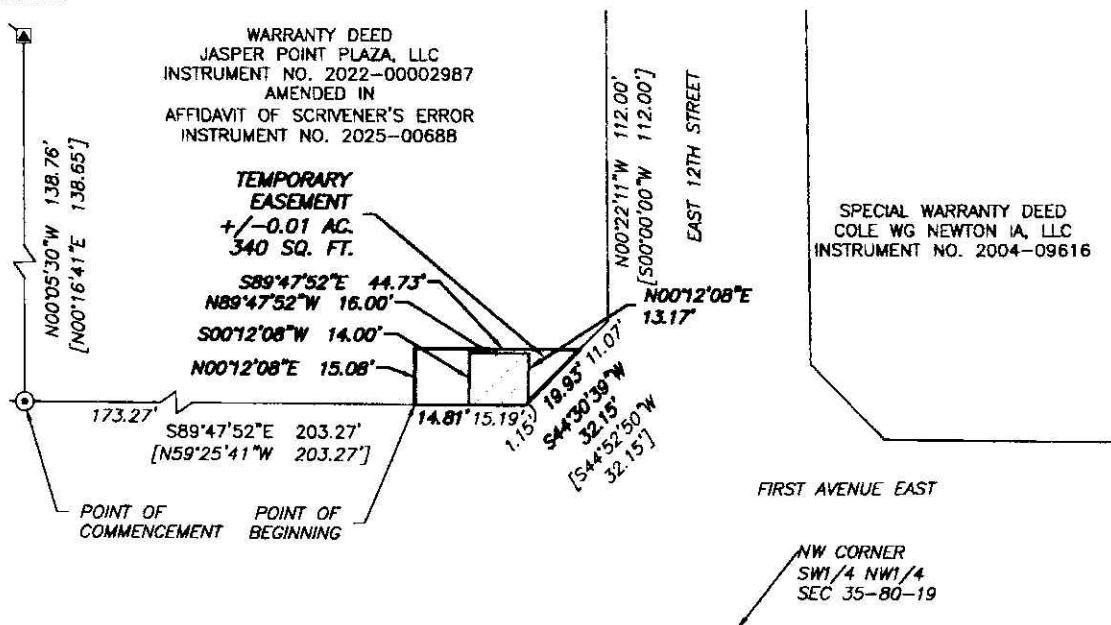
PROPERTY OWNER:  
JASPER POINT PLAZA, LLC

MAILING ADDRESS  
9169 W. STATE ST.,  
SUITE 1902,  
GARDEN CITY, ID 83714

## LEGAL DESCRIPTION:

A PART OF LOT 16 MERSHON'S ADDITION TO NEWTON, IOWA AS APPEARS IN PLAT BOOK B, PAGE 227, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, OF SECTION 34 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN AND A PART OF A CERTAIN PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED TO JASPER POINT PLAZA, LLC, AS APPEARS IN DOCUMENT NO. 2022-02987 AND LATER AMENDED IN THE AFFIDAVIT OF SCRIVENER'S ERROR AS APPEARS IN DOCUMENT NO. 2025-00688, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

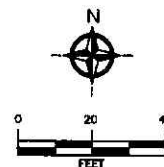
COMMENCING AT A 1 INCH IRON PIPE FOUND IN THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC, THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 173.27 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST, 15.08 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 44.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF EAST 12TH STREET AND THE EAST LINE OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC, THENCE SOUTH 44 DEGREES 30 MINUTES 39 SECONDS WEST, 19.93 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST, 13.17 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 52 SECONDS WEST, 16.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, 14.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC, THENCE NORTH 89 DEGREES 47 MINUTES 52 SECONDS WEST, 14.81 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 340 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



## LEGEND

- ⊙ 1" IRON PIPE FOUND
- ▲ MAG-NAIL FOUND
- [R] RECORDED DIMENSION
- EXISTING LOT LINE
- PROPOSED PERMANENT EASEMENT, SEE SEPARATE DOCUMENT
- PROPOSED TEMPORARY EASEMENT

FIELD SURVEY COMPLETED: MAY 19, 2026



## SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
1 OF 1

HRG PROJECT NO. 2403428 DATE: 05/26/2026

Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2318  
Contract Holder/Easement Grantor: Jasper Point Plaza LLC, 9169 W. STATE ST, SUITE 1902 GARDEN CITY, ID 83714  
Legal Description: LOT 16 AND 17 IN MERSHONS ADDN, EXCEPT PARCEL A-3 IN LOT 16, AND A STRIP OF LAND 50' IN WIDTH OVER AND ACROSS LOT 2 SAID EAST ADDN, BEING 25' IN WIDTH ON EAST SIDE OF THE CENTERLINE OF THE ABANDONED MINNEAPOLIS AND ST. LOUIS RAILWAY COMPANY, SECTION 35-80-19 AS APPEARS IN PLAT BOOK B, PAGE 227  
Parcel No: 0834231032  
Project: 1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO 2403428

### **REAL ESTATE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, The Jasper Point Plaza LLC (hereinafter called "Property Owner") in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Newton, Iowa upon final approval and acceptance of this Easement by the Newton City Council, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

#### **PERMANENT MUNICIPAL UTILITY EASEMENT**

1. **GRANT OF EASEMENT.** A permanent easement is hereby granted on, under, over, through and across the following described property:

A PART OF LOT 16 MERSHON'S ADDITION TO NEWTON, IOWA AS APPEARS IN PLAT BOOK B, PAGE 227, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, OF SECTION 34 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN AND A PART OF A CERTAIN PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED TO JASPER POINT PLAZA, LLC, AS APPEARS IN DOCUMENT NO. 2022-02987 AND LATER AMENDED IN THE AFFIDAVIT OF SCRIVENER'S ERROR AS APPEARS IN DOCUMENT NO. 2025-00688, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON PIPE FOUND IN THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC; THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 188.08 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST, 14.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 16.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, 13.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST; THENCE SOUTH 44 DEGREES 30 MINUTES 39 SECONDS WEST, 1.15 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 52 SECONDS WEST, 15.19 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 224 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD., all as shown on the attached "Exhibit A". Hereinafter called "Permanent Easement Property."

2. **COVENANT RUNNING WITH THE LAND.** This grant of easement shall be a covenant running with the land, and the rights granted herein shall be assignable by City and its successors in interest, in whole or in part. The terms of this easement shall be binding upon the heirs, legal representatives, successors in interest and assigns of both Property Owner and City.

3. **TERM OF EASEMENT.** The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, so long as the municipal utilities and appurtenances constructed pursuant thereto shall be maintained and operated by City, its successors and assigns.

4. **PURPOSE OF EASEMENT.** This grant of easement shall be for purposes including but not limited to constructing, reconstructing, repairing, enlarging and maintaining municipal utilities, together with necessary appurtenances thereto, on, under, over, through and across said Permanent Easement Property.

5. **ERECTION OF STRUCTURES PROHIBITED.** Property Owner shall not erect any structure on, over, under, through, across or within the Permanent Easement Property during the term of the easement without obtaining the prior written consent of the City Engineer.

6. **PERMANENT IMPROVEMENTS.** Property Owner agrees that no permanent improvement shall be built or placed upon the Permanent Easement Property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the Permanent Easement Property during the term of the easement or easements, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense; provided, however, that Property Owner may install single level surface parking lot facilities involving no structures.

7. **RIGHT OF ACCESS.** City shall have the right of ingress and egress over and across Property Owner's remaining property to and from the Permanent Easement Property for any and all purposes necessary or convenient to construct, reconstruct, inspect, repair, operate, maintain and service any and all municipal utilities and all appurtenances thereto, together with the right to use and operate said municipal utilities and appurtenances as it deems necessary.



8. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said Permanent Easement Property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said Permanent Easement Property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

9. RESTORATION OF LAND. City shall restore the Permanent Easement Property to substantially the same condition it was in prior to City's entry.

#### GENERAL PROVISIONS

A. APPROVAL BY CITY COUNCIL. The easement(s) granted herein shall not be binding until final approval and acceptance by the Newton City Council by RESOLUTION, whereupon the Mayor and Clerk shall be authorized to show such approval and acceptance by execution of said easement.

B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.

C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

#### CORPORATE PROPERTY OWNERS

TYPED NAME OF COMPANY: Jasper Point Plaza LLC

BY: [Signature]

(Typed Name) Kristen D. Henzky

(Office) 334 Lincoln

STATE OF ~~Missouri~~ Kansas

~~Missouri~~ Jasper COUNTY

BY: [Signature]

(Typed Name) \_\_\_\_\_

(Office) \_\_\_\_\_

On this 29th day of June, 2026, before me, the undersigned, a Notary Public in and for the State of KS, personally appeared Kristen Henzky and \_\_\_\_\_, to me personally known, who being by me first duly sworn, did say that they serve in the offices of \_\_\_\_\_ and \_\_\_\_\_ respectively of the corporation executing this instrument, that (no seal has been procured by) (the seal affixed thereto is the seal of) said corporation, that said instrument was signed (and sealed) on behalf of said corporation by authority of its board of directors; and that the officers above identified acknowledged the execution of this instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



**PATRICIA A. OSBORN**

My Appt. Exp. 7/28/2029

Notary Public in and for the State of Kans

(Typed Name) Patricia A Osborn

My Commission Expires 7/28/2029



|              |                                                                                                                                                                                                                                                                     |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                                                                                                                                              |
| County:      | Jasper County                                                                                                                                                                                                                                                       |
| Parcel ID:   | 0834231032                                                                                                                                                                                                                                                          |
| Description: | LOT 16 AND LOT 17 IN MERSHON'S ADDN, EXCEPT PARCEL A-3 IN LOT 16, AND A STRIP OF LAND 50' IN WIDTH OVER AND ACROSS LOT 2 SAID EAST ADDN, BEING 25' IN WIDTH ON EAST SIDE OF CENTERLINE OF THE ABANDONED MINNEAPOLIS AND ST. LOUIS RAILWAY COMPANY, SECTION 34-80-19 |
| Proprietor:  | Jasper Point Plaza, LLC                                                                                                                                                                                                                                             |
| Surveyor:    | John Boline                                                                                                                                                                                                                                                         |
| Company:     | HRGreen, Inc.                                                                                                                                                                                                                                                       |
| Return To:   | 5525 Merle Hay Road Suite 200<br>Johnston, IA 50131                                                                                                                                                                                                                 |

# PERMANENT EASEMENT

PERMANENT EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

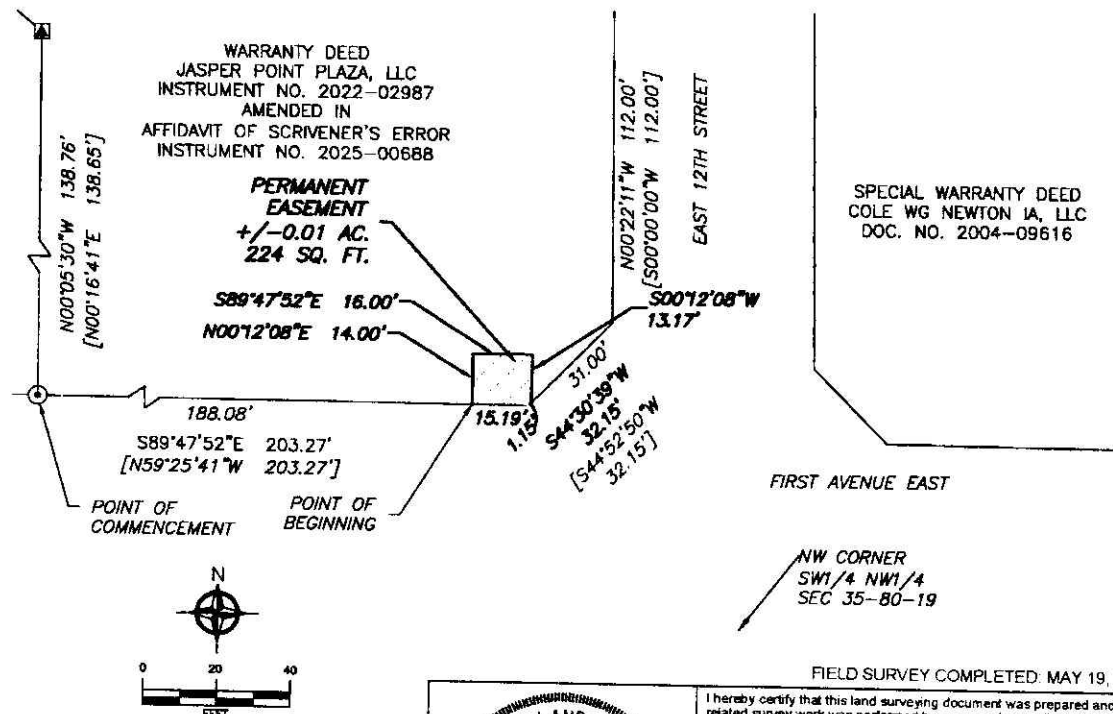
PROPERTY OWNER:  
JASPER POINT PLAZA, LLC

MAILING ADDRESS  
9169 W. STATE ST.,  
SUITE 1902,  
GARDEN CITY, ID 83714

## LEGAL DESCRIPTION:

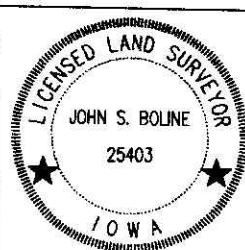
A PART OF LOT 16 MERSHON'S ADDITION TO NEWTON, IOWA AS APPEARS IN PLAT BOOK B, PAGE 227, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, OF SECTION 34 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN AND A PART OF A CERTAIN PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED TO JASPER POINT PLAZA, LLC, AS APPEARS IN DOCUMENT NO. 2022-02987 AND LATER AMENDED IN THE AFFIDAVIT OF SCRIVENER'S ERROR AS APPEARS IN DOCUMENT NO. 2025-00688, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON PIPE FOUND IN THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND TO JASPER POINT PLAZA, LLC, THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 188.08 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST, 14.00 FEET, THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, 16.00 FEET, THENCE SOUTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, 13.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST, THENCE SOUTH 44 DEGREES 30 MINUTES 39 SECONDS WEST, 1.15 FEET, THENCE NORTH 89 DEGREES 47 MINUTES 52 SECONDS WEST, 15.19 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 224 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



## LEGEND

- ⊙ 1" IRON PIPE FOUND
- ▲ MAG-NAIL FOUND
- [R] RECORDED DIMENSION
- EXISTING LOT LINE
- ▨ PROPOSED PERMANENT EASEMENT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JOHN S. BOLINE, PLS  
License Number: 25403  
My license renewal date is DECEMBER 31, 2026.  
Pages or sheets covered by this seal:  
THIS SHEET

## SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787

HRG PROJECT NO. 2403428

DATE: 05/19/2026



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
1 OF 1

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST.

\_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA

ss  
JASPER COUNTY:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles Allen to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council, and that the said Charles Allen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
(Printed Name)  
Notary Public in and for the State of Iowa  
My Commission Expires: \_\_\_\_\_



May 19, 2026

**RE: Signing Authorization for Kristen D. Hensley**

I, Brett Bowman, co-Founder and Chief Executive Officer for Suncrest Capital LLC, a Delaware Limited Liability Company, authorize Kristen D. Hensley, Head of Asset Management for Suncrest Capital LLC including all entities owned and managed by Suncrest Capital LLC and Suncrest Properties LLC (listed below) for the purposes of any title work, contractor agreements, service contracts, acceptance of bids/estimates, adjustments to utility easements, new easements, legal proceedings, or any miscellaneous items as needed to perform the duties of her position.

*Brett Bowman*

2026-05-19

X

Brett Bowman, Co-Founder & CEO

**Owned and Managed Entities of Suncrest Capital LLC / Suncrest Properties LLC**

- Bainbridge Homes LLC
- Lacygne MHC LLC
- Crossroads RV Park LLC
- Bedrock MHC LLC
- Jasper Point Plaza LLC
- Cruisers RV Community LLC
- Cajun Oaks RV Community LLC
- Friendly Acres of Osceola LLC
- Friendly Acres of Chariton LLC
- Country Estates MHC LLC
- Edgetown MHC LLC DBA Country Creek Estates LLC
- Prairie Village LLC
- Rolling Meadows Community LLC
- Suburban Acres MHC LLC DBA Moon City MHC LLC
- Cedar Lane MHC LLC
- Evergreen MHC LLC
- Cedarbrook MHC LLC
- Chestnut Gardens Community LLC
- Ivey Acres Community LLC
- Lazy Acres Community LLC
- Oakwood Estates MHC LLC
- Spring Park Estates MHC LLC

# Audit trail

## Details

|                  |                                           |
|------------------|-------------------------------------------|
| FILE NAME        | Sign Authority for KH - 5/19/26, 11:03 AM |
| STATUS           | ● Signed                                  |
| STATUS TIMESTAMP | 2026/05/20<br>02:23:54 UTC                |

## Activity

|                                                                                                  |                                                                                                |                            |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------|
| <br>SENT        | kristen@suncrestcap.com sent a signature request to:<br>• Brett Bowman (brett@suncrestcap.com) | 2026/05/19<br>16:04:09 UTC |
| <br>SIGNED     | Signed by Brett Bowman (brett@suncrestcap.com)                                                 | 2026/05/20<br>02:23:54 UTC |
| <br>COMPLETED | This document has been signed by all signers and is complete                                   | 2026/05/20<br>02:23:54 UTC |

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2318  
Contract Holder/Easement Grantor: Regency Oil Inc., An Iowa Corporation, 6626 Ashwood Ct. NE Cedar Rapids, IA 52411  
Legal Description: LOT 1 IN THE SUBDIVISION OF LOT 1 IN WINPOWER ADDITION, SECTION 35-80-19  
Parcel No: 0835151002  
Project: 1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO.2403428

### **REAL ESTATE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Regency Oil Inc, An Iowa Corporation (hereinafter called "Property Owner") in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Newton, Iowa upon final approval and acceptance of this Easement by the Newton City Council, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

#### **PERMANENT MUNICIPAL UTILITY EASEMENT**

1. GRANT OF EASEMENT. A permanent easement is hereby granted on, under, over, through and across the following described property:

A PART OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO NEWTON, IOWA OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON REBAR FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND IN THE WEST LINE OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, 130.00 FEET ALONG THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, AND THE WEST LINE OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G, TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE CONTINUING SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, 68.20 FEET ALONG THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION; THENCE NORTH 57 DEGREES 03 MINUTES 38 SECONDS WEST, 23.41 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 185.31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 19.40 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3731 SQUARE FEET OR 0.09 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, all as shown on the attached "Exhibit A". Hereinafter called "Permanent Easement Property."

2. COVENANT RUNNING WITH THE LAND. This grant of easement shall be a covenant running with the land, and the rights granted herein shall be assignable by City and its successors in interest, in whole or in part. The terms of this easement shall be binding upon the heirs, legal representatives, successors in interest and assigns of both Property Owner and City.
3. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, so long as the municipal utilities and appurtenances constructed pursuant thereto shall be maintained and operated by City, its successors and assigns.
4. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to constructing, reconstructing, repairing, enlarging and maintaining municipal utilities, together with necessary appurtenances thereto, on, under, over, through and across said Permanent Easement Property.
5. ERECTION OF STRUCTURES PROHIBITED. Property Owner shall not erect any structure on, over, under, through, across or within the Permanent Easement Property during the term of the easement without obtaining the prior written consent of the City Engineer.
6. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the Permanent Easement Property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the Permanent Easement Property during the term of the easement or easements, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense; provided, however, that Property Owner may install single level surface parking lot facilities involving no structures.
7. RIGHT OF ACCESS. City shall have the right of ingress and egress over and across Property Owner's remaining property to and from the Permanent Easement Property for any and all purposes necessary or convenient to construct,



reconstruct, inspect, repair, operate, maintain and service any and all municipal utilities and all appurtenances thereto, together with the right to use and operate said municipal utilities and appurtenances as it deems necessary.

8. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said Permanent Easement Property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said Permanent Easement Property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

9. RESTORATION OF LAND. City shall restore the Permanent Easement Property to substantially the same condition it was in prior to City's entry.

### GENERAL PROVISIONS

A. APPROVAL BY CITY COUNCIL. The easement(s) granted herein shall not be binding until final approval and acceptance by the Newton City Council by RESOLUTION, whereupon the Mayor and Clerk shall be authorized to show such approval and acceptance by execution of said easement.

B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.

C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

### CORPORATE PROPERTY OWNERS

TYPED NAME OF COMPANY: Regency Oil Inc, An Iowa Corporation

BY: Andrew Sullivan

BY: \_\_\_\_\_

(Typed Name) ANDREW SULLIVAN

(Typed Name) \_\_\_\_\_

(Office) OWNER

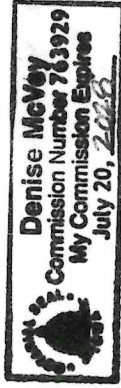
(Office) \_\_\_\_\_

STATE OF IOWA : \_\_\_\_\_

:SS

JASPER COUNTY: \_\_\_\_\_

On this 9<sup>th</sup> day of July, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Andrew Sullivan and \_\_\_\_\_, to me personally known, who being by me first duly sworn, did say that they serve in the offices of owner and \_\_\_\_\_ respectively of the corporation executing this instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) said corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its board of directors; and that the officers above identified acknowledged the execution of this instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa  
(Typed Name) Denise McVey  
My Commission Expires: July 20th, 2028

### ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA : \_\_\_\_\_

:SS

JASPER COUNTY: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles Allen to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said Charles Allen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
(Printed Name)  
Notary Public in and for the State of Iowa  
My Commission Expires: \_\_\_\_\_

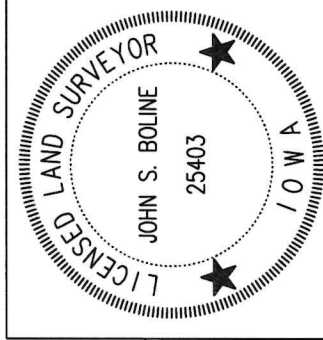
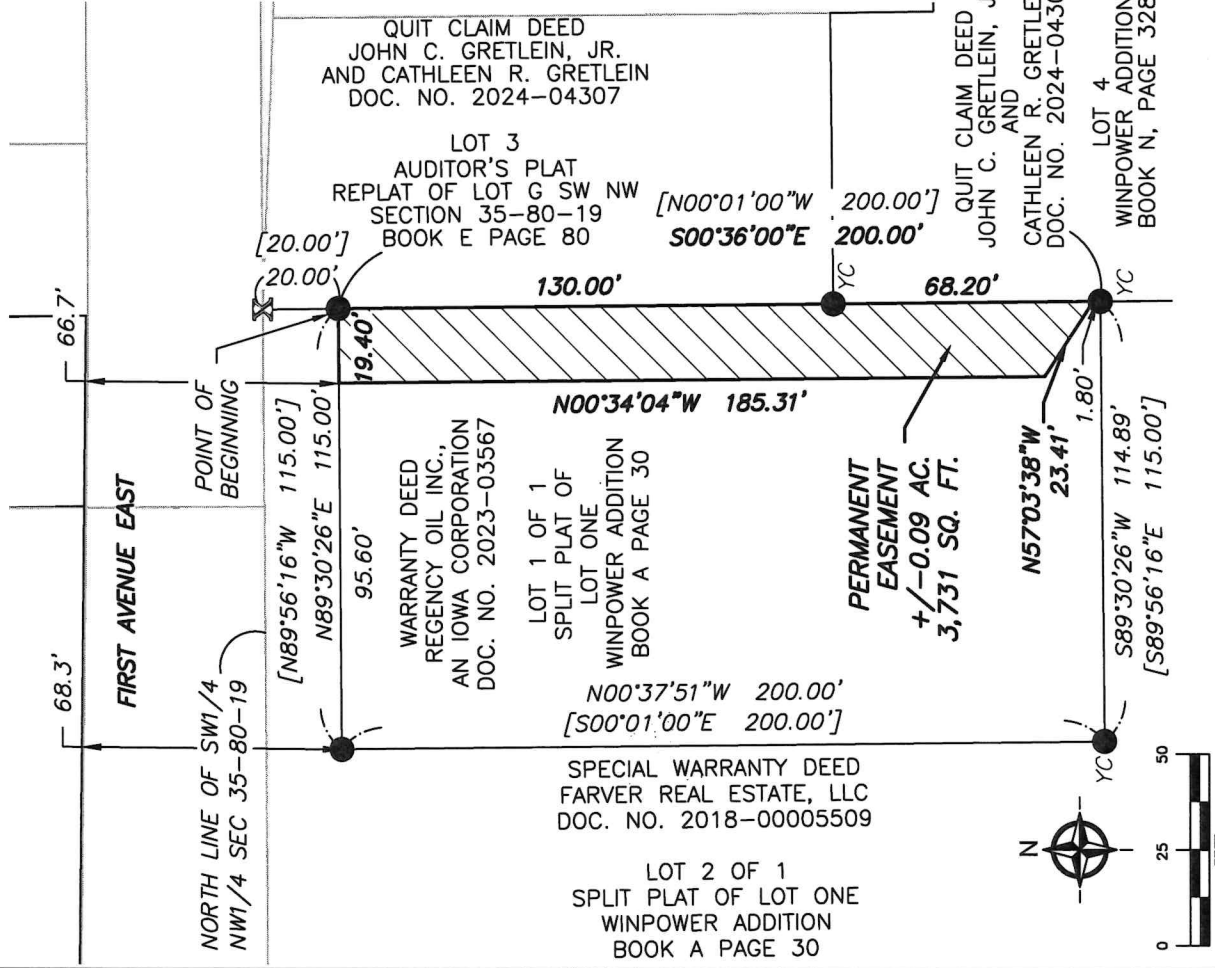
| Index Legend |                                                                          |
|--------------|--------------------------------------------------------------------------|
| City:        | Newton                                                                   |
| County:      | Jasper County                                                            |
| Parcel ID:   | 0835151002                                                               |
| Description: | LOT 1 IN THE SUBDIVISION OF LOT 1 IN WINPOWER ADDITION, Section 35-80-19 |
| Proprietor:  | Regency Oil Inc., an Iowa Corporation                                    |
| Surveyor:    | John Boline                                                              |
| Company:     | HRGreen, Inc.                                                            |
| Return To:   | 5525 Merle Hay Road Suite 200<br>Johnston, IA 50131                      |

# PERMANENT EASEMENT

PERMANENT EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

PROPERTY OWNER:  
Regency Oil Inc., An Iowa Corporation

MAILING ADDRESS  
6626 Ashwood Ct. NE,  
Cedar Rapids, IA-52411



- LEGEND
- 1/2 REBAR FOUND
  - 1/2 REBAR FOUND W/ YELLOW CAP
  - X-CUT FOUND IN CONCRETE
  - [R] RECORDED DIMENSION
  - EXISTING LOT LINE
  - PROPOSED PERMANENT EASEMENT

FIELD SURVEY COMPLETED: MAY 19, 2026

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JOHN S. BOLINE, PLS  
License Number: 25403  
My license renewal date is DECEMBER 31, 2026.  
Pages or sheets covered by this seal:  
THIS SHEET

THIS SHEET

SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787

HRG PROJECT NO. 2403428 DATE: 05/26/2026



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
1 OF 1

Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2318  
Contract Holder/Easement Grantor: Regency Oil Inc., An Iowa Corporation, 6626 Ashwood Ct. NE Cedar Rapids, IA 52411  
Legal Description: LOT 1 IN THE SUBDIVISION OF LOT 1 IN WINPOWER ADDITION, SECTION 35-80-19  
Parcel No: 0835151002  
Project: 1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO.2403428

### **REAL ESTATE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That We the undersigned, Regency Oil Inc, An Iowa Corporation (hereinafter called "Property Owner") in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00) to be paid by the City of Newton, Iowa upon final approval of this Easement by the City staff, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

### **TEMPORARY CONSTRUCTION EASEMENT**

1. GRANT OF EASEMENT. A construction easement is hereby granted on, under, over, through and across the following described property:

A PART OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO NEWTON, IOWA OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON REBAR FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND IN THE WEST LINE OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, 19.40 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 34 MINUTES 04 SECONDS EAST, 185.31 FEET ALONG SAID EASEMENT; THENCE SOUTH 57 DEGREES 03 MINUTES 38 SECONDS EAST 23.41 FEET ALONG SAID EASEMENT TO THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE WEST LINE OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, 1.80 FEET ALONG THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE NORTHEAST CORNER OF LOT 2 OF 1, SAID SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, 37.45 FEET ALONG THE SOUTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND A NORTH LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 21 DEGREES 02 MINUTES 54 SECONDS WEST, 8.53 FEET ALONG SAID EASEMENT; THENCE NORTH 00 DEGREES 50 MINUTES 25 SECONDS WEST, 185.30 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST, 6.71 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 21.82 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4,420 SQUARE FEET OR 0.10 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.,all as shown on the attached "Exhibit A

2. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, from and after the execution of this easement agreement to and including the day of substantial completion of construction of the



or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense.

6. **REPRESENTATION OF OWNERHIP.** Property Owner does hereby covenant with the City that Property Owner holds title to said temporary easement property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said temporary easement property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

7. **RESTORATION OF LAND.** City shall restore the temporary easement property and adjacent affected right-of-way as nearly as reasonably possible to substantially the same condition it was in prior to City's entry, including but not limited to restoration of lawns by seeding, replacement of pre-existing concrete driveways removed for grading purposes, and replacement of fences, or other structures removed or damaged by City during the course of construction.

### GENERAL PROVISIONS

A. **APPROVAL BY CITY.** The easement granted herein shall not be binding until final approval and acceptance by the City of Newton, whereupon City Staff shall be authorized to show such approval and acceptance by execution of said easement.

B. **DOWER RIGHTS.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.

C. **RULES OF CONSTRUCTION.** Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 6<sup>TH</sup> day of JULY, 20 26.

  
 Richard Sullivan  
 Property Owner  
 1217 1<sup>ST</sup> AVE E. NEWTON, IOWA 50208  
 Address

INDIVIDUAL FEE TITLE PROPERTY OWNER

6-6-26

DATE

\_\_\_\_\_  
 Property Owner

DATE

\_\_\_\_\_  
 Address

CITY OF NEWTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

| Index Legend |                                                                          |
|--------------|--------------------------------------------------------------------------|
| City:        | Newton                                                                   |
| County:      | Jasper County                                                            |
| Parcel ID:   | 0835151002                                                               |
| Description: | LOT 1 IN THE SUBDIVISION OF LOT 1 IN WINPOWER ADDITION, Section 35-80-19 |
| Proprietor:  | Regency Oil Inc., an Iowa Corporation                                    |
| Surveyor:    | John Boline                                                              |
| Company:     | HRGreen, Inc.                                                            |
|              | 5525 Merle Hay Road Suite 200                                            |
| Return To:   | Johnston, IA 50131                                                       |

# TEMPORARY EASEMENT

TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

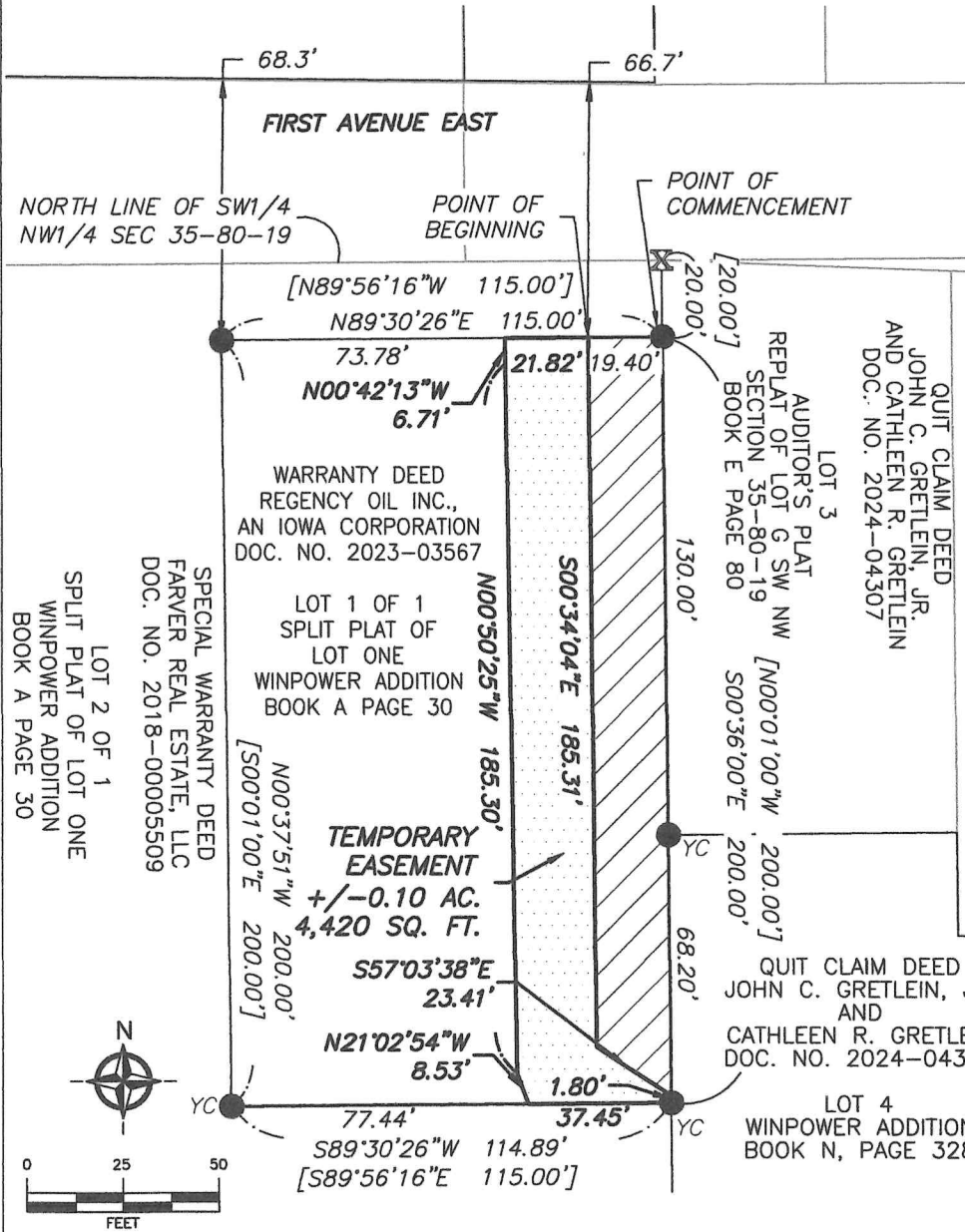
PROPERTY OWNER:  
Regency Oil Inc., An Iowa Corporation

MAILING ADDRESS  
6626 Ashwood Ct. NE,  
Cedar Rapids, IA-52411

### LEGAL DESCRIPTION:

A PART OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO NEWTON, IOWA OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON REBAR FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND IN THE WEST LINE OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, 19.40 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 34 MINUTES 04 SECONDS EAST, 185.31 FEET ALONG SAID EASEMENT; THENCE SOUTH 57 DEGREES 03 MINUTES 38 SECONDS EAST 23.41 FEET ALONG SAID EASEMENT TO THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE WEST LINE OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, 1.80 FEET ALONG THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE NORTHEAST CORNER OF LOT 2 OF 1, SAID SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, 37.45 FEET ALONG THE SOUTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND A NORTH LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 21 DEGREES 02 MINUTES 54 SECONDS WEST, 8.53 FEET ALONG SAID EASEMENT; THENCE NORTH 00 DEGREES 50 MINUTES 25 SECONDS WEST, 185.30 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST, 6.71 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 21.82 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4,420 SQUARE FEET OR 0.10 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2318

Contract Holder/Easement Grantor: Gretlein, John C. Jr. & Gretlein, Cathleen R. 7161 Hackberry Rdg, Owasso, OK 74055

Legal Description: A PART OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND A PART OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON

Parcel No: 0835151003 AND 0835151009

Project: 1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO.2403428

### **REAL ESTATE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, John C. Jr. Gretlein and Cathleen R. Gretlein (hereinafter called "Property Owner") in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Newton, Iowa upon final approval and acceptance of this Easement by the Newton City Council, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

#### **PERMANENT MUNICIPAL UTILITY EASEMENT**

1. GRANT OF EASEMENT. A permanent easement is hereby granted on, under, over, through and across the following described property:

A PART OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND A PART OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF SAID LOT 4 OF WINPOWER ADDITION, IN THE EAST LINE OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 130.00 FEET ALONG WEST LINE OF SAID LOT 3, AUDITOR'S REPLAT OF LOT G, AND THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO A 1/2 INCH REBAR FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND IN THE WEST LINE OF SAID LOT 3, AUDITOR'S REPLAT OF LOT G; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 19.97 FEET ALONG SAID WEST LINE OF LOT 3 TO THE SOUTHERLY RIGHT OF WAY LINE OF FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 11.60 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND NORTH LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 34 MINUTES 04 SECONDS EAST, 188.61 FEET; THENCE SOUTH 57 DEGREES 03 MINUTES 38 SECONDS EAST, 32.38 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 04 SECONDS EAST, 64.13 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 00 SECONDS WEST, 38.45 FEET TO THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE EAST LINE OF LOT 2 OF 1, SAID SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 50.65 FEET TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND IN THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND AT THE SOUTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND AT A NORTHEAST CORNER OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 70.00 FEET ALONG THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 5093 SQUARE FEET OR 0.12 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD., all as shown on the attached "Sheet 1". Hereinafter called "Permanent Easement Property."

2. COVENANT RUNNING WITH THE LAND. This grant of easement shall be a covenant running with the land, and the rights granted herein shall be assignable by City and its successors in interest, in whole or in part. The terms of this easement shall be binding upon the heirs, legal representatives, successors in interest and assigns of both Property Owner and City.

3. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, so long as the municipal utilities and appurtenances constructed pursuant thereto shall be maintained and operated by City, its successors and assigns.

4. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to constructing, reconstructing, repairing, enlarging and maintaining municipal utilities, together with necessary appurtenances thereto, on, under, over, through and across said Permanent Easement Property.

5. ERECTION OF STRUCTURES PROHIBITED. Property Owner shall not erect any structure on, over, under, through, across or within the Permanent Easement Property during the term of the easement without obtaining the prior written consent of the City Engineer.

6. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the Permanent Easement Property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the Permanent Easement Property during the term of the easement or easements, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense; provided, however, that Property Owner may install single level surface parking lot facilities involving no structures.

7. RIGHT OF ACCESS. City shall have the right of ingress and egress over and across Property Owner's remaining property to and from the Permanent Easement Property for any and all purposes necessary or convenient to construct, reconstruct, inspect, repair, operate, maintain and service any and all municipal utilities and all appurtenances thereto, together with the right to use and operate said municipal utilities and appurtenances as it deems necessary.

8. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said Permanent Easement Property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said Permanent Easement Property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

9. RESTORATION OF LAND. City shall restore the Permanent Easement Property to substantially the same condition it was in prior to City's entry.

#### GENERAL PROVISIONS

A. APPROVAL BY CITY COUNCIL. The easement(s) granted herein shall not be binding until final approval and acceptance by the Newton City Council by RESOLUTION, whereupon the Mayor and Clerk shall be authorized to show such approval and acceptance by execution of said easement.

B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.

C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

#### CORPORATE PROPERTY OWNERS

TYPED NAME OF OWNER: JOHN C. JR GRETLEIN AND CATHLEEN R. GRETLEIN

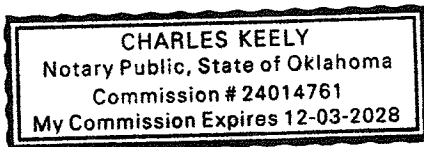
BY: John C. Gretlein Jr.  
(Typed Name) JOHN C GRETLEIN JR.  
(Office) Land owners

BY: Cathleen R. Gretlein  
(Typed Name) Cathleen R. Gretlein  
(Office) Land owners

STATE OF OKLAHOMA :

ROGERS COUNTY :

On this 24th day of June, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John C. Gretlein Jr. and Cathleen R. Gretlein, to me personally known, who being by me first duly sworn, did say that they serve in the offices of Land Owners and Land Owners respectively of the corporation executing this instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) said corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its board of directors; and that the officers above identified acknowledged the execution of this instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



[Signature]  
Notary Public in and for the State of Oklahoma  
(Typed Name) Charles Keely  
My Commission Expires: 12-03-2028

#### ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

STATE OF OKLAHOMA:

ROGERS COUNTY :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy J. Ervin to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said Charles Allen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(Printed Name) \_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires: \_\_\_\_\_

6. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the Permanent Easement Property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the Permanent Easement Property during the term of the easement or easements, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense; provided, however, that Property Owner may install single level surface parking lot facilities involving no structures.
7. RIGHT OF ACCESS. City shall have the right of ingress and egress over and across Property Owner's remaining property to and from the Permanent Easement Property for any and all purposes necessary or convenient to construct, reconstruct, inspect, repair, operate, maintain and service any and all municipal utilities and all appurtenances thereto, together with the right to use and operate said municipal utilities and appurtenances as it deems necessary.
8. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said Permanent Easement Property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said Permanent Easement Property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.
9. RESTORATION OF LAND. City shall restore the Permanent Easement Property to substantially the same condition it was in prior to City's entry.

GENERAL PROVISIONS

- A. APPROVAL BY CITY COUNCIL. The easement(s) granted herein shall not be binding until final approval and acceptance by the Newton City Council by RESOLUTION, whereupon the Mayor and Clerk shall be authorized to show such approval and acceptance by execution of said easement.
- B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.
- C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

CORPORATE PROPERTY OWNERS

TYPED NAME OF OWNER: JOHN C. JR GRETLEIN AND CATHLEEN R. GRETLEIN

BY: \_\_\_\_\_

(Typed Name) \_\_\_\_\_

(Office) \_\_\_\_\_

BY: \_\_\_\_\_

(Typed Name) \_\_\_\_\_

(Office) \_\_\_\_\_

STATE OF OKLAHONA :

:ss

ROGERS COUNTY :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me first duly sworn, did say that they serve in the offices of \_\_\_\_\_ and \_\_\_\_\_ respectively of the corporation executing this instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) said corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its board of directors; and that the officers above identified acknowledged the execution of this instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Oklahoma

(Typed Name) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF OKLAHOMA:

:ss

ROGERS COUNTY :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy J. Ervin to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said Charles Allen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

Notary Public in and for the State of Iowa

My Commission Expires: \_\_\_\_\_

| Index Legend |                                                                                                                                         |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                  |
| County:      | Jasper County                                                                                                                           |
| Parcel ID:   | 0835151003, 0835151009                                                                                                                  |
| Description: | LOT FOUR OF WINPOWER ADDITION (PARCEL ID 0835151009); LOT 3 IN THE AUDITOR'S REPLAT OF LOT "G" (PARCEL ID 0835151003); Section 35-80-19 |
| Proprietor:  | Gretlein, John C. Jr. & Gretlein, Cathleen R.                                                                                           |
| Surveyor:    | John Boline                                                                                                                             |
| Company:     | HRGreen, Inc.                                                                                                                           |
| Return To:   | 5525 Merle Hay Road Suite 200<br>Johnston, IA 50131                                                                                     |

# PERMANENT EASEMENT

PERMANENT EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

PROPERTY OWNER:

Gretlein, John C. Jr. &  
Gretlein, Cathleen R.

MAILING ADDRESS

7161 Hackberry Rdg  
Owasso OK 74055

LEGAL DESCRIPTION:

A PART OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND A PART OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

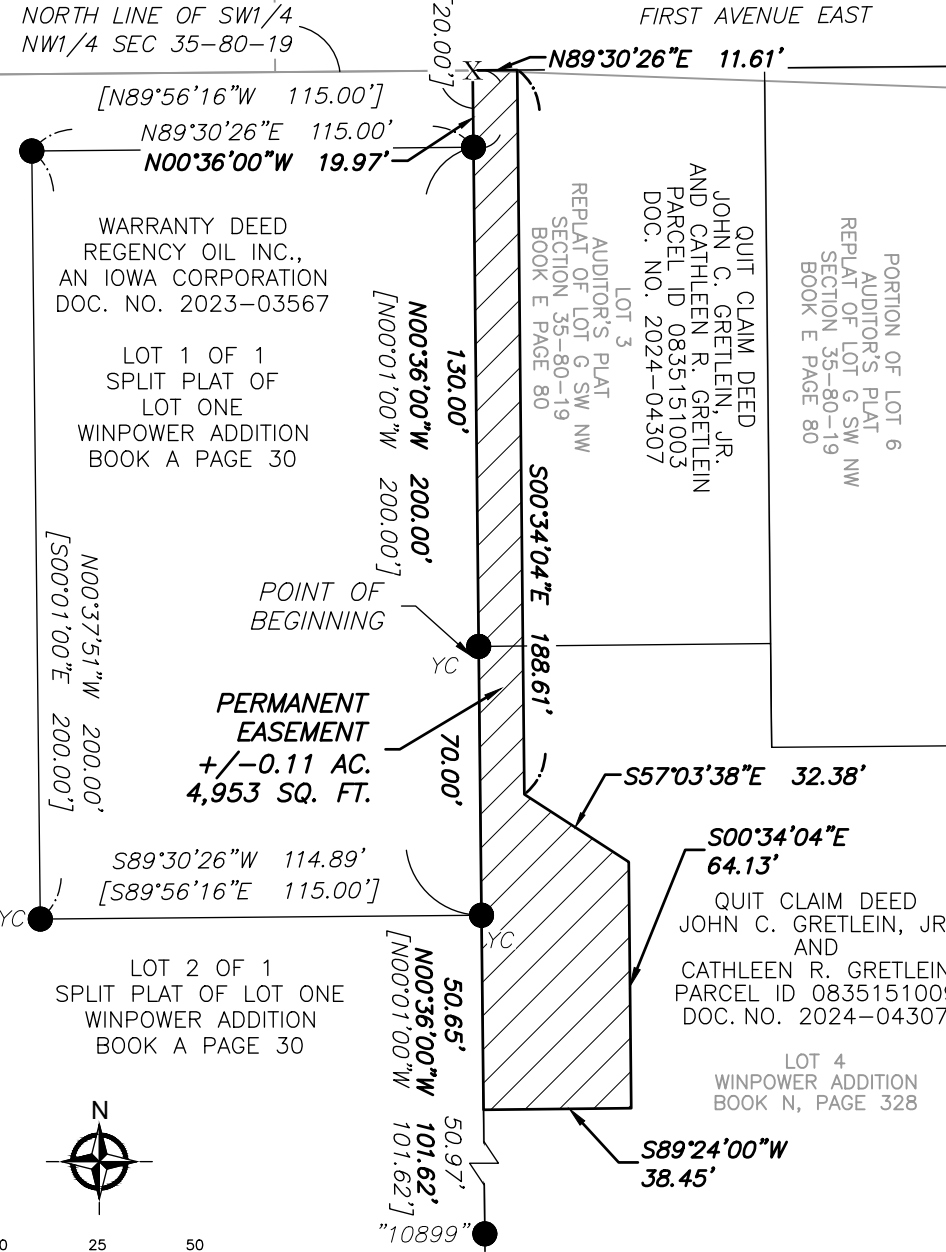
BEGINNING AT A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF SAID LOT 4 OF WINPOWER ADDITION, IN THE EAST LINE OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 130.00 FEET ALONG WEST LINE OF SAID LOT 3, AUDITOR'S REPLAT OF LOT G, AND THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION TO A 1/2 INCH REBAR FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND IN THE WEST LINE OF SAID LOT 3, AUDITOR'S REPLAT OF LOT G; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 19.97 FEET ALONG SAID WEST LINE OF LOT 3 TO THE SOUTHERLY RIGHT OF WAY LINE OF FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 11.60 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND NORTH LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 34 MINUTES 04 SECONDS EAST, 188.61 FEET; THENCE SOUTH 57 DEGREES 03 MINUTES 38 SECONDS EAST, 32.38 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 04 SECONDS EAST, 64.13 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 00 SECONDS WEST, 38.45 FEET TO THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE EAST LINE OF LOT 2 OF 1, SAID SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 50.65 FEET TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND IN THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND AT THE SOUTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND AT A NORTHEAST CORNER OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 70.00 FEET ALONG THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 5093 SQUARE FEET OR 0.12 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FIELD SURVEY COMPLETED: MAY 19, 2026

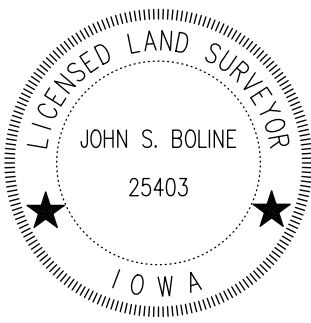
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JOHN S. BOLINE, PLS  
License Number: 25403  
My license renewal date is DECEMBER 31, 2026.  
Pages or sheets covered by this seal:

THIS SHEET



- LEGEND
- 1/2 REBAR FOUND
  - 1/2 REBAR FOUND W/ YELLOW CAP
  - 1/2 REBAR FOUND W/ YELLOW CAP ID#10899
  - X X-CUT FOUND IN CONCRETE
  - [R] RECORDED DIMENSION
  - EXISTING LOT LINE
  - ▨ PROPOSED PERMANENT EASEMENT



SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
1 OF 1

Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2318

Contract Holder/Easement Grantor: Gretlein, John C. Jr. & Gretlein, Cathleen R. 7161 Hackberry Rdg, Owasso, OK 74055

Legal Description: A PART OF LOT 3 IN AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND A PART OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON

Parcel No: 0835151003 AND 0835151009

Project: 1<sup>ST</sup> AVE AND 12<sup>TH</sup> ST DRAINAGE IMPROVEMENTS PROJECT NO.2403428

### **REAL ESTATE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That We the undersigned, John C. Jr. Gretlein and Cathleen R. Gretlein (hereinafter called "Property Owner") in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00) to be paid by the City of Newton, Iowa upon final approval of this Easement by the City staff, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

### **TEMPORARY CONSTRUCTION EASEMENT**

1. GRANT OF EASEMENT. A construction easement is hereby granted on, under, over, through and across the following described property:

A PART OF LOT 3 AND LOT 6 IN THE AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, AND A PART OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TE 1: COMMENCING AT A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF SAID LOT 4 OF WINPOWER ADDITION, IN THE EAST LINE OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89 DEGREES 26 MINUTES 23 SECONDS EAST, 11.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3, AUDITOR'S REPLAT OF LOT G, AND THE NORTH LINE OF SAID LOT 4, WINPOWER ADDITION TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 149.99 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 153.49 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST, 176.97 FEET TO THE NORTH LINE OF SAID LOT 4, WINPOWER ADDITION; THENCE SOUTH 00 DEGREES 46 MINUTES 00 SECONDS EAST, 96.65 FEET; THENCE NORTH 57 DEGREES 24 MINUTES 59 SECONDS WEST, 181.64 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 24.49 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 34,221 SQUARE FEET OR 0.79 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TE 2: COMMENCING AT A 1/2 INCH REBAR FOUND WITH A PLASTIC CAP FOUND AT THE NORTHEAST CORNER OF SAID LOT 4, WINPOWER ADDITION AND IN THE WEST LINE OF LOT 1, BEARYBROOK FINAL PLAT AS APPEARS IN DOCUMENT NO. 2010-03424, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 36 MINUTES 06 SECONDS EAST, 306.63 FEET ALONG THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION, AND THE WEST LINE OF SAID LOT 1, BEARYBROOK FINAL PLAT TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 42.03 FEET TO A 3/4 INCH IRON PIPE FOUND IN THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION AND AT THE SOUTHWEST CORNER OF SAID LOT 1, BEARYBROOK FINAL PLAT AND AT THE NORTHWEST CORNER OF LOT 2, SAID BEARYBROOK FINAL PLAT; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 231.25 FEET ALONG THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 2, BEARYBROOK FINAL PLAT TO A NON-TANGENT POINT OF CURVATURE; THENCE A DISTANCE OF 290.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET AND A CHORD WHICH BEARS NORTH 28 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 281.24 FEET; THENCE NORTH 53 DEGREES 19 MINUTES 00 SECONDS WEST, 307.17 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 58.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET, AND A CHORD WHICH BEARS NORTH 58 DEGREES 20 MINUTES 24 SECONDS WEST, 58.67 FEET TO THE EAST LINE OF LOT 2 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 16.77 FEET ALONG THE EAST LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION; THENCE NORTH 89 DEGREES 24 MINUTES 00 SECONDS EAST, 38.45 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 42.67 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 59 SECONDS EAST, 461.51 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 44,774 SQUARE FEET OR 1.03 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TE 3: COMMENCING AT A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF SAID LOT 4 OF WINPOWER



ADDITION, IN THE EAST LINE OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, 70.00 FEET ALONG THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND IN THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND AT THE SOUTHEAST CORNER OF LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE CONTINUING SOUTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 101.62 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND IN THE EAST LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, AND THE POINT OF BEGINNING; THENCE A DISTANCE OF 37.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 305.00 FEET, AND A CHORD WHICH BEARS SOUTH 56 DEGREES 52 MINUTES 10 SECONDS EAST A DISTANCE OF 37.80 FEET; THENCE SOUTH 53 DEGREES 19 MINUTES 00 SECONDS EAST, 307.05 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 268.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 305.00 FEET AND A CHORD WHICH BEARS SOUTH 27 DEGREES 54 MINUTES 08 SECONDS EAST, A DISTANCE OF 259.70 FEET; THENCE SOUTH 82 DEGREES 11 MINUTES 48 SECONDS WEST, 12.37 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE A DISTANCE OF 159.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 418.00 FEET, AND A CHORD WHICH BEARS NORTH 24 DEGREES 45 MINUTES 45 SECONDS WEST, A DISTANCE OF 158.59 FEET TO A COMPOUND CURVE; THENCE A DISTANCE OF 88.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET AND A CHORD WHICH BEARS NORTH 43 DEGREES 55 MINUTES 14 SECONDS WEST, A DISTANCE OF 87.74 FEET; THENCE NORTH 53 DEGREES 19 MINUTES 00 SECONDS WEST, 49.44 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 276.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2022.00 FEET, AND A CHORD WHICH BEARS NORTH 48 DEGREES 54 MINUTES 00 SECONDS WEST, A DISTANCE OF 276.51 FEET; THENCE NORTH 56 DEGREES 02 MINUTES 04 SECONDS WEST, 14.23 FEET TO THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE EAST LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 00 DEGREES 24 MINUTES 30 SECONDS WEST, 8.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 14,505 SQUARE FEET OR 0.33 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TE 4: COMMENCING AT A 1/2 INCH REBAR FOUND WITH A PLASTIC CAP FOUND AT THE NORTHEAST CORNER OF SAID LOT 4, WINPOWER ADDITION AND IN THE WEST LINE OF LOT 1, BEARYBROOK FINAL PLAT AS APPEARS IN DOCUMENT NO. 2010-03424, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 266.97 FEET ALONG THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 1, BEARYBROOK FINAL PLAT TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 3.81 FEET; THENCE NORTH 57 DEGREES 24 MINUTES 59 SECONDS WEST, 312.11 FEET; THENCE SOUTH 58 DEGREES 00 MINUTES 22 SECONDS EAST, 310.04 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 498 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, all as shown on the attached sheets 1-5

2. **TERM OF EASEMENT.** The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, from and after the execution of this easement agreement to and including the day of substantial completion of construction of the public improvement identified below and City's performance of its obligation hereunder, which shall be not later than 2 years from the date of the City's approval of this instrument.
3. **PURPOSE OF EASEMENT.** This grant of easement shall be for purposes including but not limited to entering upon the temporary easement property for the storm sewer installation in accordance with the Plans and Specifications now on file in the Public Work Director's office in connection with the following specific public improvement: 1<sup>st</sup> Ave and 12<sup>th</sup> St Drainage Improvements Project No.2403428, hereinbefore and hereinafter called the "public improvement."
4. **ERECTION OF STRUCTURES PROHIBITED.** Property Owner shall not erect any structure on, over, under, through, across, or within the temporary easement property during the term of the easement without obtaining the prior written consent of the Public Works Director.
5. **PERMANENT IMPROVEMENTS.** Property Owner agrees that no permanent improvement shall be built or placed upon the temporary easement property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the temporary easement property during the term of the easement, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense.
6. **REPRESENTATION OF OWNERHIP.** Property Owner does hereby covenant with the City that Property Owner holds title to said temporary easement property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said temporary easement property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.
7. **RESTORATION OF LAND.** City shall restore the temporary easement property and adjacent affected right-of-way as nearly as reasonably possible to substantially the same condition it was in prior to City's entry, including but not limited to restoration of lawns by seeding, replacement of pre-existing concrete driveways removed for grading purposes, and replacement of fences, or other structures removed or damaged by City during the course of construction.

## GENERAL PROVISIONS

- A. **APPROVAL BY CITY.** The easement granted herein shall not be binding until final approval and acceptance by the City of Newton, whereupon City Staff shall be authorized to show such approval and acceptance by execution of said easement.
- B. **DOWER RIGHTS.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.
- C. **RULES OF CONSTRUCTION.** Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 24 day of June, 2026.

John C. Grotten Jr. 6-24-26  
Property Owner DATE  
7161 Hackberry Ridge Owasso, OK 74055  
Address

Cathleen R. Grotten 6-24-26  
Property Owner DATE  
7161 Hackberry Ridge, Owasso, OK 74055  
Address

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_



| Index Legend |                                                                                                                                                                                                                               |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                                                                                                        |
| County:      | Jasper County                                                                                                                                                                                                                 |
| Parcel ID:   | 0835151003, 0835151004, 0835151009, 0835151005                                                                                                                                                                                |
| Description: | LOT FOUR OF WINPOWER ADDITION (PARCEL ID 0835151009); LOT 3 IN THE AUDITOR'S REPLAT OF LOT "G" (PARCEL ID 0835151003); PART OF LOT 6 IN THE AUDITOR'S REPLAT OF LOT 6 (PARCEL ID 0835151004 AND 0835151005), Section 35-80-19 |
| Proprietor:  | Gretlein, John C. Jr. & Gretlein, Cathleen R.                                                                                                                                                                                 |
| Surveyor:    | John Boline                                                                                                                                                                                                                   |
| Company:     | HRGreen, Inc.                                                                                                                                                                                                                 |
|              | 5525 Merle Hay Road Suite 200                                                                                                                                                                                                 |
| Return To:   | Johnston, IA 50131                                                                                                                                                                                                            |

# TEMPORARY EASEMENT

TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

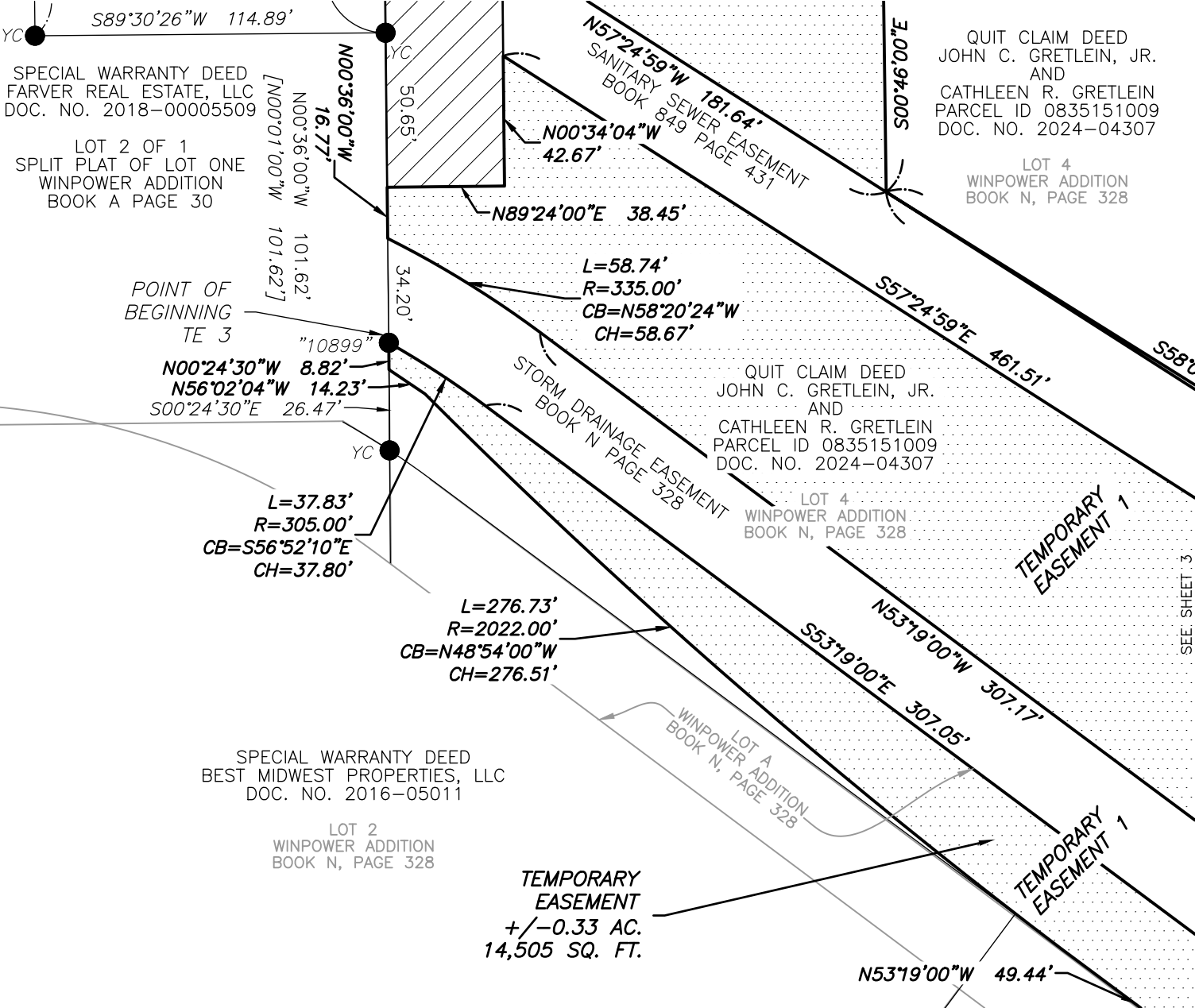
PROPERTY OWNER:

Gretlein, John C. Jr. &  
Gretlein, Cathleen R.

MAILING ADDRESS

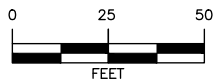
7161 Hackberry Rdg  
Owasso OK 74055

SEE SHEET 1



LEGEND

- 1/2" REBAR FOUND
- YC ● 1/2" REBAR FOUND W/ YELLOW CAP
- "10899" ● 1/2" REBAR FOUND W/ YELLOW CAP ID#10899
- X X-CUT FOUND IN CONCRETE
- ⊙ 3/4" IRON PIPE FOUND
- [R] RECORDED DIMENSION
- EXISTING LOT LINE
- ▨ PROPOSED PERMANENT EASEMENT, SEE SEPARATE DOCUMENT
- ▤ PROPOSED TEMPORARY EASEMENT



FIELD SURVEY COMPLETED: MAY 19, 2026

SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
2 OF 5

| Index Legend |                                                                                                                                                                                                                               |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                                                                                                        |
| County:      | Jasper County                                                                                                                                                                                                                 |
| Parcel ID:   | 0835151003, 0835151004, 0835151009, 0835151005                                                                                                                                                                                |
| Description: | LOT FOUR OF WINPOWER ADDITION (PARCEL ID 0835151009); LOT 3 IN THE AUDITOR'S REPLAT OF LOT "G" (PARCEL ID 0835151003); PART OF LOT 6 IN THE AUDITOR'S REPLAT OF LOT 6 (PARCEL ID 0835151004 AND 0835151005), Section 35-80-19 |
| Proprietor:  | Gretlein, John C. Jr. & Gretlein, Cathleen R.                                                                                                                                                                                 |
| Surveyor:    | John Boline                                                                                                                                                                                                                   |
| Company:     | HRGreen, Inc.                                                                                                                                                                                                                 |
|              | 5525 Merle Hay Road Suite 200                                                                                                                                                                                                 |
| Return To:   | Johnston, IA 50131                                                                                                                                                                                                            |

# TEMPORARY EASEMENT

TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

PROPERTY OWNER:

Gretlein, John C. Jr. &  
Gretlein, Cathleen R.

MAILING ADDRESS

7161 Hackberry Rdg  
Owasso OK 74055

QUIT CLAIM DEED  
JOHN C. GRETLEIN, JR.  
AND  
CATHLEEN R. GRETLEIN  
PARCEL ID 0835151009  
DOC. NO. 2024-04307

LOT 4  
WINPOWER ADDITION  
BOOK N, PAGE 328

LOT 1  
BEARYBROOK FINAL PLAT  
DOC. NO. 2010-03424

TEMPORARY EASEMENT 4  
+/-0.01 AC. 498 SQ. FT.

TEMPORARY EASEMENT 2  
+/-1.03 AC.  
44,774 SQ. FT.

L=268.27'  
R=305.00'  
CB=S27°54'08"E  
CH=259.70'

L=290.23'  
R=335.00'  
CB=N28°16'49"W  
CH=281.24'

L=88.11'  
R=275.00'  
CB=N43°55'14"W  
CH=87.74'

AFFIDAVIT OF SURVIVING  
SPOUSE FOR CHANGE  
OF TITLE TO REAL ESTATE  
BETTY BEARY  
DOC. NO. 2006-01499

LOT 2  
BEARYBROOK FINAL PLAT  
DOC. NO. 2010-03424

LEGEND

- 1/2" REBAR FOUND
- YC 1/2" REBAR FOUND W/ YELLOW CAP
- "10899" 1/2" REBAR FOUND W/ YELLOW CAP ID#10899
- X X-CUT FOUND IN CONCRETE
- ⊙ 3/4" IRON PIPE FOUND
- [R] RECORDED DIMENSION
- EXISTING LOT LINE
- ▨ PROPOSED PERMANENT EASEMENT, SEE SEPARATE DOCUMENT
- ▤ PROPOSED TEMPORARY EASEMENT

SEE SHEET 4



FIELD SURVEY COMPLETED: MAY 19, 2026

SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
3 OF 5

| Index Legend |                                                                                                                                                                                                                               |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                                                                                                        |
| County:      | Jasper County                                                                                                                                                                                                                 |
| Parcel ID:   | 0835151003, 0835151004, 0835151009, 0835151005                                                                                                                                                                                |
| Description: | LOT FOUR OF WINPOWER ADDITION (PARCEL ID 0835151009); LOT 3 IN THE AUDITOR'S REPLAT OF LOT "G" (PARCEL ID 0835151003); PART OF LOT 6 IN THE AUDITOR'S REPLAT OF LOT 6 (PARCEL ID 0835151004 AND 0835151005), Section 35-80-19 |
| Proprietor:  | Gretlein, John C. Jr. & Gretlein, Cathleen R.                                                                                                                                                                                 |
| Surveyor:    | John Boline                                                                                                                                                                                                                   |
| Company:     | HRGreen, Inc.                                                                                                                                                                                                                 |
|              | 5525 Merle Hay Road Suite 200                                                                                                                                                                                                 |
| Return To:   | Johnston, IA 50131                                                                                                                                                                                                            |

# TEMPORARY EASEMENT

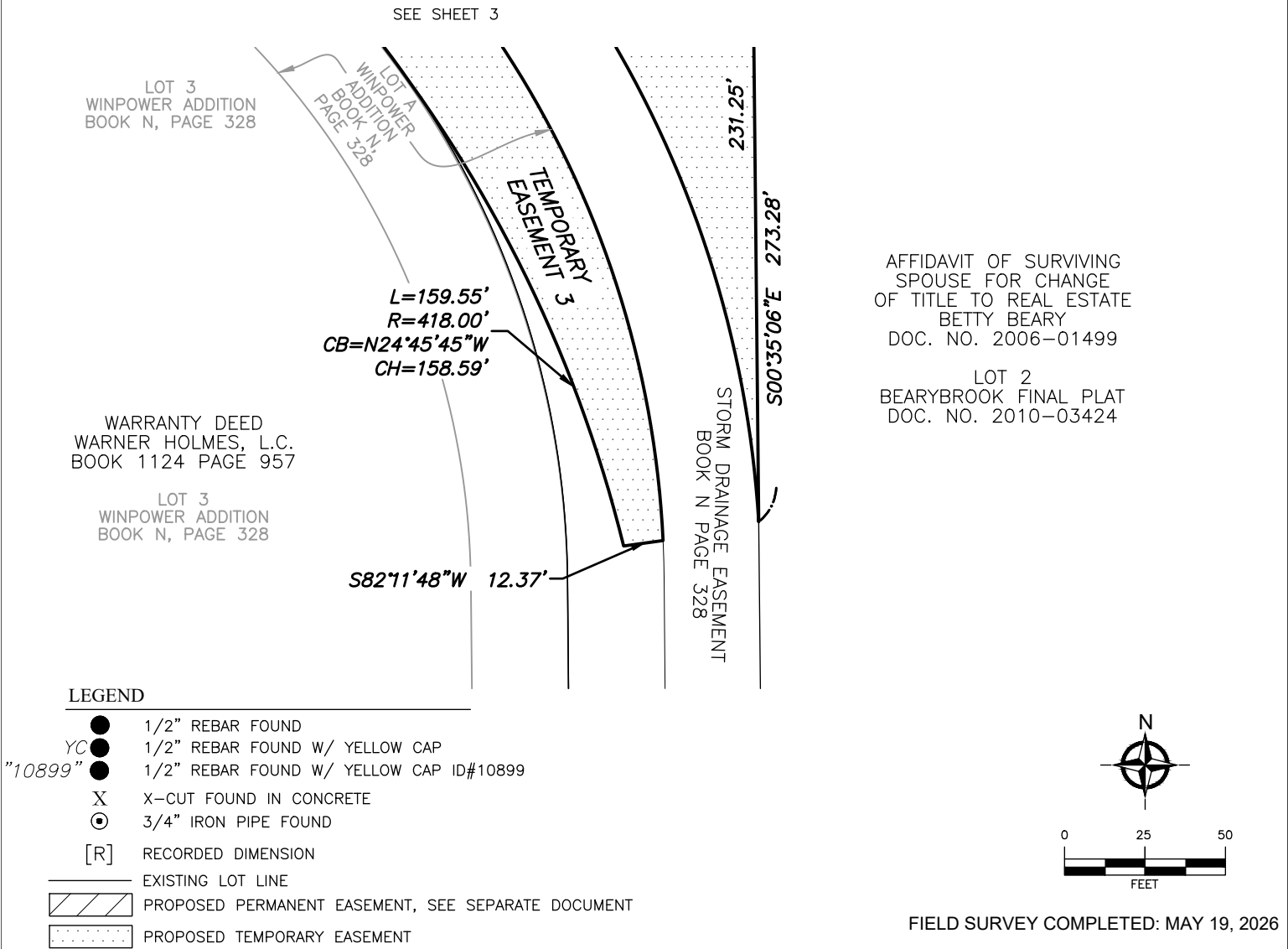
TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF NEWTON  
1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS  
PROJECT NO. 2403428

PROPERTY OWNER:

Gretlein, John C. Jr. &  
Gretlein, Cathleen R.

MAILING ADDRESS

7161 Hackberry Rdg  
Owasso OK 74055



SURVEY FOR:

City of Newton  
101 W 4th St S  
Newton, IA 50208  
Phone: 641-792-2787



5525 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
PHONE 515-278-2913  
www.hrgreen.com

SHEET  
4 OF 5

| Index Legend |                                                                                                                                                                                                                               |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:        | Newton                                                                                                                                                                                                                        |
| County:      | Jasper County                                                                                                                                                                                                                 |
| Parcel ID:   | 0835151003, 0835151004, 0835151009, 0835151005                                                                                                                                                                                |
| Description: | LOT FOUR OF WINPOWER ADDITION (PARCEL ID 0835151009); LOT 3 IN THE AUDITOR’S REPLAT OF LOT "G" (PARCEL ID 0835151003); PART OF LOT 6 IN THE AUDITOR’S REPLAT OF LOT 6 (PARCEL ID 0835151004 AND 0835151005), Section 35–80–19 |
| Proprietor:  | Gretlein, John C. Jr. & Gretlein, Cathleen R.                                                                                                                                                                                 |
| Surveyor:    | John Boline                                                                                                                                                                                                                   |
| Company:     | HRGreen, Inc.                                                                                                                                                                                                                 |
|              | 5525 Merle Hay Road Suite 200                                                                                                                                                                                                 |
| Return To:   | Johnston, IA 50131                                                                                                                                                                                                            |

# TEMPORARY EASEMENT

## TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF NEWTON 1ST AVE AND 12TH ST DRAINAGE IMPROVEMENTS PROJECT NO. 2403428

### LEGAL DESCRIPTION:

A PART OF LOT 3 AND LOT 6 IN THE AUDITOR'S REPLAT OF LOT G AS APPEARS IN PLAT BOOK 3, PAGE 80, IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, AND A PART OF LOT 4 OF WINPOWER ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK N, PAGE 328, IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 80 NORTH RANGE 19 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN JASPER COUNTY, IOWA NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TE 1: COMMENCING AT A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF SAID LOT 4 OF WINPOWER ADDITION, IN THE EAST LINE OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89 DEGREES 26 MINUTES 23 SECONDS EAST, 11.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3, AUDITOR'S REPLAT OF LOT G, AND THE NORTH LINE OF SAID LOT 4, WINPOWER ADDITION TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 149.99 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, 153.49 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FIRST AVENUE EAST AND THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST, 176.97 FEET TO THE NORTH LINE OF SAID LOT 4, WINPOWER ADDITION ; THENCE SOUTH 00 DEGREES 46 MINUTES 00 SECONDS EAST, 96.65 FEET; THENCE NORTH 57 DEGREES 24 MINUTES 59 SECONDS WEST, 181.64 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 24.49 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 34,221 SQUARE FEET OR 0.79 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TE 2: COMMENCING AT A 1/2 INCH REBAR FOUND WITH A PLASTIC CAP FOUND AT THE NORTHEAST CORNER OF SAID LOT 4, WINPOWER ADDITION AND IN THE WEST LINE OF LOT 1, BEARYBROOK FINAL PLAT AS APPEARS IN DOCUMENT NO. 2010-03424, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 36 MINUTES 06 SECONDS EAST, 306.63 FEET ALONG THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION, AND THE WEST LINE OF SAID LOT 1, BEARYBROOK FINAL PLAT TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 42.03 FEET TO A 3/4 INCH IRON PIPE FOUND IN THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION AND AT THE SOUTHWEST CORNER OF SAID LOT 1, BEARYBROOK FINAL PLAT AND AT THE NORTHWEST CORNER OF LOT 2, SAID BEARYBROOK FINAL PLAT; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 231.25 FEET ALONG THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 2, BEARYBROOK FINAL PLAT TO A NON-TANGENT POINT OF CURVATURE; THENCE A DISTANCE OF 290.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET AND A CHORD WHICH BEARS NORTH 28 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 281.24 FEET; THENCE NORTH 53 DEGREES 19 MINUTES 00 SECONDS WEST, 307.17 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 58.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET, AND A CHORD WHICH BEARS NORTH 58 DEGREES 20 MINUTES 24 SECONDS WEST, 58.67 FEET TO THE EAST LINE OF LOT 2 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 16.77 FEET ALONG THE EAST LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION; THENCE NORTH 89 DEGREES 24 MINUTES 00 SECONDS EAST, 38.45 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, 42.67 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 59 SECONDS EAST, 461.51 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 44,774 SQUARE FEET OR 1.03 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TE 3: COMMENCING AT A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 IN AUDITOR'S REPLAT OF LOT G AND THE NORTHWEST CORNER OF SAID LOT 4 OF WINPOWER ADDITION, IN THE EAST LINE OF LOT 1 OF 1 SPLIT PLAT OF LOT ONE WINPOWER ADDITION AS APPEARS IN PLAT BOOK A, PAGE 30, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, 70.00 FEET ALONG THE EAST LINE OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION TO A 1/2 INCH IRON REBAR WITH A YELLOW PLASTIC CAP FOUND IN THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND AT THE SOUTHEAST CORNER OF SAID LOT 1 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION AND AT A NORTHEAST CORNER OF LOT 2 OF 1, SAID SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE CONTINUING SOUTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, 101.62 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND IN THE EAST LINE OF SAID LOT 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION, AND THE POINT OF BEGINNING; THENCE A DISTANCE OF 37.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 305.00 FEET, AND A CHORD WHICH BEARS SOUTH 56 DEGREES 52 MINUTES 10 SECONDS EAST A DISTANCE OF 37.80 FEET; THENCE SOUTH 53 DEGREES 19 MINUTES 00 SECONDS EAST, 307.05 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 268.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 305.00 FEET AND A CHORD WHICH BEARS SOUTH 27 DEGREES 54 MINUTES 08 SECONDS EAST, A DISTANCE OF 259.70 FEET; THENCE SOUTH 82 DEGREES 11 MINUTES 48 SECONDS WEST, 12.37 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE A DISTANCE OF 159.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 418.00 FEET, AND A CHORD WHICH BEARS NORTH 24 DEGREES 45 MINUTES 45 SECONDS WEST, A DISTANCE OF 158.59 FEET TO A COMPOUND CURVE; THENCE A DISTANCE OF 88.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET AND A CHORD WHICH BEARS NORTH 43 DEGREES 55 MINUTES 14 SECONDS WEST, A DISTANCE OF 87.74 FEET; THENCE NORTH 53 DEGREES 19 MINUTES 00 SECONDS WEST, 49.44 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 276.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2022.00 FEET, AND A CHORD WHICH BEARS NORTH 48 DEGREES 54 MINUTES 00 SECONDS WEST, A DISTANCE OF 276.51 FEET; THENCE NORTH 56 DEGREES 02 MINUTES 04 SECONDS WEST, 14.23 FEET TO THE WEST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE EAST LINE OF SAID OF 2 OF 1, SPLIT PLAT OF LOT ONE WINPOWER ADDITION; THENCE NORTH 00 DEGREES 24 MINUTES 30 SECONDS WEST, 8.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 14,505 SQUARE FEET OR 0.33 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TE 4: COMMENCING AT A 1/2 INCH REBAR FOUND WITH A PLASTIC CAP FOUND AT THE NORTHEAST CORNER OF SAID LOT 4, WINPOWER ADDITION AND IN THE WEST LINE OF LOT 1, BEARYBROOK FINAL PLAT AS APPEARS IN DOCUMENT NO. 2010-03424, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 266.97 FEET ALONG THE EAST LINE OF SAID LOT 4, WINPOWER ADDITION AND THE WEST LINE OF SAID LOT 1, BEARYBROOK FINAL PLAT TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 06 SECONDS EAST, 3.81 FEET; THENCE NORTH 57 DEGREES 24 MINUTES 59 SECONDS WEST, 312.11 FEET; THENCE SOUTH 58 DEGREES 00 MINUTES 22 SECONDS EAST, 310.04 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 498 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FIELD SURVEY COMPLETED: MAY 19, 2026

|                                                                                            |  |                                                                                     |                                                                                      |                     |
|--------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
| SURVEY FOR:<br>City of Newton<br>101 W 4th St S<br>Newton, IA 50208<br>Phone: 641-792-2787 |  |  | 5525 MERLE HAY ROAD<br>JOHNSTON, IOWA 50131<br>PHONE 515-278-2913<br>www.hrgreen.com | SHEET<br><br>5 OF 5 |
| HRG PROJECT NO. 2403428      DATE: 05/26/2026                                              |  |                                                                                     |                                                                                      |                     |



## City of Newton Council Report

**Item:**

Resolution Approving Payment to Axon, LLC for Police Video Equipment and Service

**Summary:**

Annual payment for Police Video System to Axon Enterprises, LLC

**Financial Impact:**

\$48,879.97 utilizing 2026 bond proceeds.

**Report Number:** 2026-767

**Date:**

July 20, 2026

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

City Council approved a 5-year purchase agreement with Axon Enterprises, LLC in 2023 for a new video system for the Police Department that includes body cameras, cloud storage and upgraded software. The next payment for this agreement is due in July 2026 in the amount of \$48,879.97. The project will be funded through 2026 bond proceeds.

**Recommendation:**

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION NO. 2026 – \_\_\_\_\_**

**RESOLUTION APPROVING PAYMENT TO AXON ENTERPRISES, LLC FOR POLICE VIDEO EQUIPMENT AND SERVICE**

**WHEREAS**, the City Council approved a 5-year purchase agreement in 2023 for a new video system for the Police Department that includes body cameras, cloud storage and upgraded software;

**WHEREAS**, the next payment of the agreement is due in July 2026 in the amount of \$48,879.97

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newton, Iowa agrees to approve the \$48,879.97 payment to Axon Enterprises, LLC utilizing 2026 bond funds.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution approving Service Agreement with Nationwide Office Cleaning for the clubhouse at Westwood Golf Course

**Summary:**

Approval of cleaning services agreement for new clubhouse

**Financial Impact:**

\$140.00 per week (\$7,280 per year), paid by golf fund

**Report Number:** 2026-784

**Date:**

July 20, 2026

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

The new clubhouse at Westwood Golf Course is a high-quality community amenity. After approximately 1 year of operation, it has become apparent that having professional cleaning services provide deeper cleaning once per week will keep the facility in top condition.

City staff sought proposals and received three submissions. City staff is recommending selecting Nationwide Office Care as their proposal was the most comprehensive and lowest cost, with strong referrals/recommendations.

The service agreement stipulates that Nationwide Office Care will provide cleaning services, including cleaning supplies and equipment necessary to perform all tasks.

Part-time and seasonal staff will continue to perform the daily cleaning routine, to maintain a clean facility in-between the contract visits which will perform the deeper cleaning tasks.

Since the opening of the new clubhouse, the golf fund has seen significant growth in its revenues. At the end of June 2026, the golf fund was at a -\$252,613.28 balance. This is attributable to the replacement of the bridge at the golf course, a project for which the golf fund will receive reimbursement from FEMA in an amount of approximately \$620,000.00. As such, the golf fund is able to handle this new cost. The agreement can end with a 30-day written notice.

**Recommendation:**

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION APPROVING SERVICE AGREEMENT WITH  
NATIONWIDE OFFICE CLEANING FOR THE CLUBHOUSE  
WESTWOOD GOLF COURSE**

**WHEREAS**, the City of Newton constructed a new clubhouse at Westwood Golf Course; and

**WHEREAS**, it is necessary to engage professional cleaning services to maintain the facility in top condition; and

**WHEREAS**, staff sough proposals and quotes from several cleaning services and received three submittals from the following:

- Nationwide Office Care
- Cindy Franzen
- Maid in Iowa (Ashley Dunsbergen)

**WHEREAS**, Nationwide Office Care submitted the most cost effective comprehensive proposal, and City staff recommends selection of this firm;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Newton, Iowa that Nationwide Office Care is selected as the contractor to provide cleaning services at Westwood Clubhouse at a cost of \$140.00 per week, to be paid for from the Golf Fund and that the Mayor is hereby authorized to sign the service agreement.

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk



## SERVICE AGREEMENT

This service agreement is made as of \_\_\_\_\_ between Nationwide Office Cleaning and  
WESTWOOD GOLF COURSE.

The parties agree to as follows:

1. **Term.** This agreement shall commence on \_\_\_\_\_ and continue for a period of one year.
2. **Service.** Contractor agrees to provide the services in specifications \_\_\_\_\_
3. **Compensation.** Client agrees to pay Contractor \$ \$140.00 per trip plus applicable tax. Payment is due upon receipt of contractor's invoice. If during the term of this agreement client requests additional services, such services shall be bid or per agreed amount. Agreement will automatically renew each year until a 30 day written notice is given by either party.
4. **Independent Contractor.** Contractor is not an employee of client and contractor shall maintain the status of an independent contractor having complete control of and supervision over the services performed pursuant to this agreement. WESTWOOD GOLF COURSE agree not to pursue or hire Nationwide's employees during the term of this agreement and for a period of 1 year upon termination of Contract.
5. **Insurance.** Contractor agrees to obtain and maintain during the term of this agreement insurance as outlined in the enclosed certificate.
6. **Entire agreement.** This agreement contains the entire agreement between the parties and all prior agreements have merged herein. This agreement may not be changed except by written amendment signed by all parties.
7. **Indemnity.** Contractor shall indemnify, defend and hold harmless the Customer from claims, damages, losses and expenses arising out of the negligent act or omission of the Contractor.

NATIONWIDE OFFICE CLEANING

By \_\_\_\_\_

WESTWOOD GOLF COURSE

By \_\_\_\_\_

Randy J. Ervin, Mayor  
City of Newton

### Westwood Golf Course

| Main Area                                                | Weekly | Monthly | Quarterly | Yearly |
|----------------------------------------------------------|--------|---------|-----------|--------|
| Wipe cleared tables                                      | X      |         |           |        |
| Remove cobwebs                                           |        | X       |           |        |
| Empty trash replace liners as necessary                  | X      |         |           |        |
| Vacuum rugs and carpet / Sweep / mop hard surface floors | X      |         |           |        |
| Dust window sills                                        |        | X       |           |        |
| Dust picture frame & wall ornaments                      |        | X       |           |        |

| Break Room                                   | Weekly | Monthly | Quarterly | Yearly |
|----------------------------------------------|--------|---------|-----------|--------|
| Disinfect tables & counters                  | X      |         |           |        |
| Clean sinks/fixtures remove coffee stains    | X      |         |           |        |
| Mop hard surface floors                      | X      |         |           |        |
| Empty trash replace liners                   | X      |         |           |        |
| Refill paper & soap dispenser                | X      |         |           |        |
| Wipe wall around trash can microwave, fridge | X      |         |           |        |
| Wipe down fridge/ trash can microwave        | X      |         |           |        |

| Restrooms                                       | Weekly | Monthly | Quarterly | Yearly |
|-------------------------------------------------|--------|---------|-----------|--------|
| Clean mirrors                                   | X      |         |           |        |
| Clean & disinfect fixtures                      | X      |         |           |        |
| Clean & disinfect hand sinks                    | X      |         |           |        |
| Clean & disinfect urinals & toilets             | X      |         |           |        |
| Refill paper/ soap/ sanitary dispensers         | X      |         |           |        |
| Empty trash & sanitary waste                    | X      |         |           |        |
| Polish towel/ sanitary/ dispenser & receptacles | X      |         |           |        |
| Mop hard surface floors                         | X      |         |           |        |
| Dust ceiling vent & lighting                    |        | X       |           |        |
| Delime sinks, Urinals, toilets                  |        | X       |           |        |
| Scrub & clean hard surface base boards          |        | X       |           |        |





| Entrance Areas               | Weekly | Monthly | Quarterly | Yearly |
|------------------------------|--------|---------|-----------|--------|
| Vacuum carpet/ mats/ runners | X      |         |           |        |
| Mop hard surface floors      | X      |         |           |        |
| Clean entrance glass         | X      |         |           |        |
| Remove cobwebs               | X      |         |           |        |
| Dust windows sills           | X      |         |           |        |

| Kitchen/Bar                       | Weekly | Monthly | Quarterly | Yearly |
|-----------------------------------|--------|---------|-----------|--------|
| Sweep and mop hard surface floors | X      |         |           |        |
| Empty trash replace liners        | X      |         |           |        |
| Refill paper & soap dispenser     | X      |         |           |        |



This bid includes all areas discussed in proposal.

We will provide cleaning supplies and equipment necessary to perform all tasks. Toilet paper, soap, paper towels, and liners will be provided by WESTWOOD GOLF COURSE.

Invoicing will be monthly, on a date agreeable to both WESTWOOD GOLF COURSE and Nationwide Office Cleaners.

**1 cleaning per week is submitted at \$140.00 per clean.**

**2 cleanings per week is submitted at \$130.00 per clean.**

We again, appreciate the opportunity to submit this proposal to you and look forward to hearing from you soon.

Respectfully Submitted,

Nationwide Office Cleaners



# City of Newton Disbursements 7-21-2026

|                                        |                                   |             |               |
|----------------------------------------|-----------------------------------|-------------|---------------|
| 2 Girls with Tools                     | Fire                              | Supplies    | \$ 40.50      |
| Acco Unlimited Corp                    | Maytag Pool                       | Supplies    | \$ 3,364.80   |
| Acushnet Company                       | Golf                              | Merchandise | \$ 2,229.04   |
| Air Products and Chemicals Inc         | Water Treatment Plant             | Supplies    | \$ 4,301.60   |
| Airgas USA LLC                         | Fire                              | Supplies    | \$ 450.04     |
| Alliant Energy/IPL                     | All                               | Utilities   | \$ 111,853.57 |
| Allmax Software LLC                    | Water Pollution Control           | Service     | \$ 4,930.00   |
| Amazon Capital Services                | All                               | Supplies    | \$ 4,111.64   |
| American Legal Publishing Corporation  | Administration                    | Service     | \$ 299.25     |
| Angle McGinnis, Laura & Allyssa        | Private Incentives RESO:2021-208  | Service     | \$ 10,000.00  |
| Applied Concepts Inc                   | Police                            | Supplies    | \$ 1,871.00   |
| Ascendance Trucks Midwest LLC          | City Garage                       | Supplies    | \$ 699.90     |
| Atlantic Bottling                      | Golf                              | Concessions | \$ 824.23     |
| Axon Enterprise Inc                    | Police/Fire                       | Service     | \$ 44,160.46  |
| Baskin, Mary                           | Fire                              | Refund      | \$ 335.00     |
| Baxter Veterinary Clinic PC            | Animal Control                    | Service     | \$ 32.00      |
| Beck's                                 | Community Beautification          | Supplies    | \$ 418.00     |
| Bettis, Courtney                       | Utility Billing                   | Refund      | \$ 64.22      |
| Bing Bang                              | Community Marketing RESO:2026-210 | Services    | \$ 18,775.00  |
| Black Hills Energy                     | Water Treat/Parks/Pool            | Utilities   | \$ 1,330.55   |
| BMI                                    | Parks                             | Services    | \$ 459.00     |
| Bound Tree Medical LLC                 | Fire                              | Supplies    | \$ 2,578.42   |
| Caldwell Brierly & Chalupa PLLC        | Planning & Zoning                 | Services    | \$ 180.00     |
| Card Services                          | All                               | Services    | \$ 5,826.22   |
| Carolina Software                      | Landfill                          | Supplies    | \$ 500.00     |
| Central Iowa Farm Store                | Parks                             | Supplies    | \$ 302.62     |
| Chem-Sult Inc                          | Water Treatment Plant             | Supplies    | \$ 1,435.00   |
| Controlled Access of the Midwest LLC   | Airport                           | Service     | \$ 868.00     |
| Convergint Technologies LLC            | Utility Billing                   | Service     | \$ 657.29     |
| CXT Incorporated                       | North Central TIF RESO:2026-176   | Supplies    | \$ 149,753.65 |
| D & K Products                         | Golf                              | Supplies    | \$ 3,138.00   |
| D&W Tree Service                       | Executive/Parks                   | Service     | \$ 3,775.00   |
| Danko Emergency Equipment              | Fire                              | Supplies    | \$ 450.62     |
| Dannen, Ryan                           | D & D                             | Services    | \$ 840.00     |
| Darrell's Electric                     | City Center                       | Service     | \$ 130.00     |
| Davis Equipment Corp                   | Golf                              | Supplies    | \$ 1,263.92   |
| Des Moines Stamp Mfg                   | Administration/Utility Billing    | Service     | \$ 65.50      |
| Dodd Trash Hauling & Recycling         | Cemetery/Garbage                  | Service     | \$ 2,447.15   |
| Eastern Iowa Publications              | All                               | Services    | \$ 3,190.47   |
| Education & Outreach Company           | Water Treatment Plant             | Supplies    | \$ 197.50     |
| Eye Care Center of Newton              | Fire                              | Service     | \$ 135.00     |
| EZ Lease                               | WPC/Fire/Utility Billing          | Service     | \$ 320.00     |
| Fareway                                | Water Treatment Plant             | Supplies    | \$ 124.84     |
| Fastenal                               | Street                            | Supplies    | \$ 50.98      |
| FIREHOUSEBEDSCOM                       | Fire                              | Supplies    | \$ 1,864.00   |
| Forbes Office Solutions                | All                               | Supplies    | \$ 811.22     |
| Galls LLC                              | Fire                              | Supplies    | \$ 595.82     |
| Garden Gate Landscaping                | Water Treatment                   | Supplies    | \$ 248.40     |
| GCSAA                                  | Golf                              | Service     | \$ 530.00     |
| Gilbert Lawn Care and Snow Removal LLC | City Center/Library               | Service     | \$ 1,916.00   |
| Grainger Inc                           | Water Pollution Control           | Supplies    | \$ 793.88     |
| Gregg Young Auto Center                | Police                            | Service     | \$ 230.47     |

|                                      |                                   |             |              |
|--------------------------------------|-----------------------------------|-------------|--------------|
| Hach Co                              | Water Treatment Plant             | Supplies    | \$ 422.91    |
| Hawkins Water Treatment              | Water Treatment Plant             | Supplies    | \$ 7,537.30  |
| HD Supply Facilities Maintenance     | Parks                             | Supplies    | \$ 611.22    |
| Hewitt Service Center                | Street                            | Supplies    | \$ 1,448.00  |
| HLW Engineering Group                | Landfill                          | Supplies    | \$ 753.75    |
| Hornung's                            | Golf                              | Merchandise | \$ 227.17    |
| Hy-Vee Inc                           | Maytag Pool                       | Concessions | \$ 30.93     |
| ImageTrend                           | Fire                              | Service     | \$ 600.00    |
| IMWCA                                | All                               | Service     | \$ 17,086.94 |
| InfoSense Inc                        | Water Pollution Control           | Service     | \$ 1,190.00  |
| Iowa Communities Assurance Pool      | Tort Liability/Water Treat        | Service     | \$ 6,852.25  |
| Iowa County Attorneys Association    | Police                            | Service     | \$ 90.00     |
| Iowa Dept of Natural Resources       | Landfill                          | Service     | \$ 24,631.39 |
| Iowa Geocachers Organization         | Community Marketing RESO:2026-169 | Service     | \$ 2,500.00  |
| Iowa Law Enforcement Academy         | Police                            | Service     | \$ 25.00     |
| Iowa Park & Recreation Association   | Parks                             | Service     | \$ 540.00    |
| Iowa Prison Industries               | Cemetery                          | Service     | \$ 2,170.00  |
| Isolved Benefit Services             | Finance                           | Service     | \$ 143.99    |
| Jasper County Recorder               | Planning & Zoning                 | Services    | \$ 72.20     |
| JEO Consulting Group                 | Fairmeadows N TIF                 | Supplies    | \$ 2,263.75  |
| JETCO Inc                            | Water Pollution Control           | Service     | \$ 700.75    |
| Johnson Aviation                     | Airport                           | Service     | \$ 82.99     |
| Karl Peters Construction             | North Central TIF RESO:2026-130   | Service     | \$ 1,616.50  |
| Kellogg Lawn & Snow                  | Water Treatment Plant             | Service     | \$ 343.30    |
| Key Cooperative                      | All                               | Supplies    | \$ 17,162.85 |
| KNIA-KRLS                            | Parks                             | Services    | \$ 1,005.84  |
| Kwik Trip Inc.                       | Fire                              | Supplies    | \$ 21.27     |
| Lyman, Rick                          | D & D                             | Services    | \$ 2,520.00  |
| Magnum Automotive                    | Police/Fire                       | Service     | \$ 445.63    |
| Mahaska Bottling Co                  | Maytag Pool                       | Concessions | \$ 443.40    |
| Manatts - D.M.                       | Street                            | Supplies    | \$ 4,129.61  |
| Manfull Construction                 | D & D                             | Services    | \$ 470.00    |
| Martin Marietta Materials            | Street/Golf                       | Supplies    | \$ 2,043.99  |
| McCall Monument                      | Cemetery                          | Supplies    | \$ 2,050.00  |
| Metering and Technology Solutions    | Water Distribution RESO:2026-018  | Supplies    | \$ 50,757.20 |
| Microbac Laboratories Inc            | WPC/Maytag Pool                   | Service     | \$ 5,625.75  |
| Midland Prairie Veterinary Services  | Animal Control                    | Service     | \$ 248.50    |
| Mississippi Lime Company             | Water Treatment Plant             | Supplies    | \$ 8,737.86  |
| Molstead, Leslie Schultz & Connie    | Utility Billing                   | Refund      | \$ 54.88     |
| Municipal Collections of America Inc | Fire                              | Service     | \$ 233.91    |
| Municipal Supply Inc                 | Water Distribution                | Supplies    | \$ 2,938.50  |
| NAPA Auto Parts                      | All                               | Supplies    | \$ 593.86    |
| National Band & Tag                  | Police                            | Supplies    | \$ 612.07    |
| NB Golf LLC                          | Golf                              | Supplies    | \$ 644.00    |
| Newton Clinic                        | Fire                              | Service     | \$ 240.00    |
| Niemann Foods                        | All                               | Supplies    | \$ 1,089.82  |
| O'Reilly Auto Parts                  | Water Pollution Control           | Supplies    | \$ 193.99    |
| PJ's Deli                            | Fire                              | Supplies    | \$ 43.05     |
| Quill Corporation                    | Administration/City Center        | Supplies    | \$ 44.55     |
| Ray, Randy                           | Police/D&D                        | Services    | \$ 4,266.00  |
| Reeves Heating & Cooling             | City Center                       | Service     | \$ 115.00    |
| Riney, Alexandra                     | Maytag Pool                       | Reimb       | \$ 50.00     |
| Rudd Equipment Company Inc           | Street/Landfill                   | Service     | \$ 1,299.23  |
| Soto, Natasha Landeros & Rahihan     | Utility Billing                   | Refund      | \$ 400.00    |
| Spahn & Rose Lumber Co               | Water Treat/Golf/Streets          | Supplies    | \$ 361.06    |

|                                          |                                        |             |              |
|------------------------------------------|----------------------------------------|-------------|--------------|
| Spectrum Paint Company                   | Traffic Control                        | Supplies    | \$ 101.75    |
| Stanard & Associates                     | Police                                 | Service     | \$ 10.00     |
| Star Equipment                           | Water Distribution                     | Supplies    | \$ 108.58    |
| State Steel of Des Moines                | Landfill                               | Supplies    | \$ 653.22    |
| Streichers                               | Police                                 | Supplies    | \$ 10,885.00 |
| Sullivan Auto Body                       | Tort Liability                         | Service     | \$ 2,035.09  |
| Superior Welding Supply                  | City Garage                            | Supplies    | \$ 270.89    |
| T2 Systems Inc                           | Police                                 | Service     | \$ 4.98      |
| Tatman, Anthony                          | Fire                                   | Service     | \$ 350.00    |
| Teleflex LLC                             | Fire                                   | Supplies    | \$ 1,995.00  |
| Terpstra Plumbing Heating and Electrical | Landfill                               | Service     | \$ 3,894.43  |
| Theisen's                                | All                                    | Supplies    | \$ 3,547.96  |
| Thomas Trailers and Equipment            | North Central TIF/Parks                | Supplies    | \$ 2,912.95  |
| TK Concrete Inc                          | Street/North Central TIF RESO:2025-358 | Service     | \$ 4,685.10  |
| TK Elevator                              | City Center                            | Service     | \$ 219.21    |
| Town & Country Sanitary Services         | Water Treatment Plant                  | Service     | \$ 380.00    |
| Town & Country Wholesale Co              | Maytag Pool/Golf                       | Concessions | \$ 4,621.23  |
| TreviPay                                 | All                                    | Services    | \$ 216.01    |
| Two Rivers Cooperative                   | All                                    | Service     | \$ 15,261.31 |
| United Tactical Systems LLC              | Police                                 | Supplies    | \$ 1,152.00  |
| UnityPoint Health at Work - Des Moines   | Fire                                   | Service     | \$ 1,405.09  |
| UPH St Lukes Drug and Alcohol Testing    | City Garage/Streets/WPC                | Service     | \$ 126.00    |
| USABlueBook                              | Water Pollution Control                | Supplies    | \$ 1,614.80  |
| Valenzuela, Margaret                     | Utility Billing                        | Refund      | \$ 27.39     |
| Van Maanen Electric Inc                  | Airport                                | Supples     | \$ 247.50    |
| Warnick Mechanical                       | City Center                            | Service     | \$ 145.00    |
| Waste Solutions of Iowa                  | Parks/Golf                             | Service     | \$ 1,121.50  |
| Wellmeier, Donnie                        | Utility Billing                        | Refund      | \$ 64.22     |
| Xerox Corporation                        | Finance/Police                         | Services    | \$ 683.40    |
| Zimco Supply Company                     | Golf                                   | Supplies    | \$ 1,272.00  |

**Grand Totals: \$ 636,563.54**

### **Pre-Authorized Payments**

|                                 |                       |                 |               |
|---------------------------------|-----------------------|-----------------|---------------|
| AT & T Mobility                 | Landfill              | Service         | \$ 138.06     |
| Becky Livermore                 | Parks RESO:2025-455   | Service         | \$ 1,100.00   |
| Beverage Distributors of Iowa   | Golf                  | Concessions     | \$ 463.43     |
| Christian Connett               | Parks RESO:2025-456   | Service         | \$ 700.00     |
| Doll Distributing LLC           | Golf                  | Concessions     | \$ 1,250.05   |
| Federal Aviation Administration | Airport RESO:2026-263 | Capital Project | \$ 76,780.00  |
| JP Party Rentals LLC            | Parks RESO:2026-207   | Service         | \$ 1,494.75   |
| Keg 1 Iowa LLC                  | Golf                  | Concessions     | \$ 495.56     |
| Mahaska Communication Group LLC | Police/Fire/Parks     | Utilities       | \$ 6,885.99   |
| Newton City Band                | Parks RESO:2026-455   | Service         | \$ 600.00     |
| PowerPlan                       | WPC RESO:2026-188     | Vehicle         | \$ 234,521.00 |
| Rhythmic Rewind LLP             | Parks RESO:2025-455   | Service         | \$ 1,200.00   |
| Uniti                           | All                   | Utilities       | \$ 1,427.15   |

**Total: \$ 327,055.99**

### **July, 21 2026 Expenses**

|               |                      |
|---------------|----------------------|
| General       | \$ 129,814.82        |
| Special       | \$ 50,290.19         |
| Other         | \$ 363,038.75        |
| Enterprise    | \$ 420,475.77        |
| <b>Total:</b> | <b>\$ 963,619.53</b> |

## City of Newton Council Report

**Item:**

Public Hearing on the Proposed 2026 Amendment to the North Central Urban Renewal Area

**Summary:**

Approval of a Plan Amendment for the North Central Urban Renewal Area

**Financial Impact:**

No Financial Impact, Amends to Urban Renewal Plan for future projects and expenditures

**Report Number:** 2026-768**Date:**

July 20, 2026

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

The City Council of the City of Newton Iowa has created the North Central Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of Downtown Park Improvements and various other urban renewal area projects and programs. This resolution approves updates to the current Urban Renewal Plan.

**Recommendation:**

Staff recommends approval of the Resolution to amend the North Central Urban Renewal Plan.

Matt Muckler, City Administrator

HEARING ON AND APPROVAL OF 2026  
AMENDMENT TO THE NORTH  
CENTRAL URBAN RENEWAL AREA

504612-82

Newton, Iowa

July 20, 2026

The City Council of the City of Newton, Iowa, met on July 20, 2026, at 600 p.m., at the City Council Chambers, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the City Council and that this is the time and place at which the City 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.)**

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

Council Member \_\_\_\_\_ 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 \_\_\_\_\_. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of constructing improvements to Harmony Park; and (ii) using tax increment financing to pay the costs of undertaking the City’s 507 North 2<sup>nd</sup> Avenue West Blight Alleviation Demolition Project; 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 City Council has conducted said hearing on July 20, 2026; 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 June 30, 2026; 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. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in 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. Proposed blight alleviation and prevention projects described in the Amendment are necessary to restore the property situated in the Urban Renewal Area to



its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area; and

D. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise in the future, 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 2. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

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

Passed and approved July 20, 2026.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

• • • •

Upon motion and vote, the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
JASPER COUNTY                      SS:  
CITY OF NEWTON

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 approving the urban renewal plan amendment for the North Central Urban Renewal Area in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT  
NORTH CENTRAL URBAN RENEWAL AREA

July, 2026

The Urban Renewal Plan (the “Plan”) for the North Central Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

**1) 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 description:

**Name of Project:** Harmony Park Improvements Project

**Date of Council Approval of Project:** July 20, 2026

**Description of the Project and Project Site:** The City will undertake improvements to Harmony Park in the Urban Renewal Area including the construction of a new restroom facility. It is anticipated that the completed Harmony Park Improvements Project will have a positive impact on commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational amenities.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Harmony Park Improvements Project with either borrowed funds and/or the proceeds of internal advances of City funds on hand. In any case, the City’s obligations (the “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 Harmony Park Improvements Project will not exceed \$250,000, plus any interest expense incurred by the City on the Obligations.

**Analysis of Use of TIF:** In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Harmony Park Improvements Project and alternative development and funding options for the Harmony Park Improvements Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that the provision of superior parks and recreational facilities are essential to the economic development of the City. Maintaining and enhancing the parks of the City, as described above, will positively impact commerce, growth and development in the Urban Renewal Area. There are no other development options feasible on the property on which the Harmony Park Improvements Project will be constructed.

B) Alternate Financing Options:

\* Local Option Sales and Services Tax Revenues are unavailable to assist the City in paying the costs of the Harmony Park Improvements Project because such revenues have been allocated to other projects in the City.

\* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund reserves to aid in funding the Harmony Park Improvements Project without risking unsound fiscal practice.

\* Capital Improvements Levy: The City does not have a Capital Improvements Levy available, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

\* Debt Service Levy: The City may issue general obligation bonds (the "Bonds") to finance a portion of the Harmony Park Improvements Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual taxpayers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

\* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Harmony Park Improvements Project.

\* Donations: The City will use donations to pay for a portion of the costs of construction of the Harmony Park Improvements Project.

**B.**

**Name of Project:** 507 North 2<sup>nd</sup> Avenue West Blight Alleviation Demolition Project (the "Demolition Project")

**Date of Council Approval of Project:** July 20, 2026

**Description of Project and Project Site:** The Demolition Project will consist of the acquisition by the City of certain real property located at 507 North 2nd Avenue West in the Urban Renewal Area (the "Demolition Project Property"). Following acquisition, the City intends to convey the Demolition Project Property to an interested purchaser who will undertake the demolition and removal of the dilapidated residential structure and related site clearance activities to eliminate blighted conditions thereon. In the event the Demolition Project Property is not conveyed to an interested purchaser for such purposes, the City may undertake or cause to be undertaken the demolition and removal of the dilapidated residential structure and related site clearance activities.

**Description of Use of TIF for the Project:** **Description of Use of TIF for the Project:** The City anticipates funding the costs of the Demolition Project through the

proceeds of internal advances of City funds on hand. If the Demolition Project Property is conveyed to an interested purchaser for redevelopment, the City may provide financial assistance to such purchaser in the form of an economic development grant to reimburse eligible costs associated with the demolition and site clearance activities. If the Demolition Project Property is not conveyed to an interested purchaser, the City may directly pay the costs of the demolition and related site clearance activities. In either case, the City's resulting obligations (the "Obligations") are anticipated to be repaid from 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 Demolition Project will not exceed \$35,000.

**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>\$70,189,379</u> |
| Outstanding general obligation debt of the City:                                           | <u>\$38,617,050</u> |
| Proposed maximum indebtedness to be incurred in connection with this July, 2026 Amendment: | <u>\$ 285,000*</u>  |

\*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

## City of Newton Council Report

**Item:**

Public Hearing on the Proposed 2026 Amendment to the Fairmeadows North Housing Urban Renewal Area

**Summary:**

Resolution to Approve Urban Renewal Plan Amendment for the Fairmeadows North Housing Urban Renewal Area

**Financial Impact:**

No Financial Impact, Amends to Urban Renewal Plan for future projects and expenditures

**Report Number:** 2026-770

**Date:**

July 20, 2026

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

The City Council of the City of Newton Iowa has created the Fairmeadows North Economic Development Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of Cardinal Pond Improvements and various other urban renewal area projects and programs.

**Recommendation:**

Staff recommends approval of the Resolution to amend the Fairmeadows North Urban Renewal Plan.

Matt Muckler, City Administrator

HEARING ON AND APPROVAL OF 2026  
AMENDMENT TO THE FAIRMEADOWS  
NORTH HOUSING URBAN RENEWAL  
AREA

504612-83

Newton, Iowa

July 20, 2026

The City Council of the City of Newton, Iowa, met on July 20, 2026, at 600 p.m., at the City Council Chambers, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the City Council and that this is the time and place at which the City 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.)**

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

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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



RESOLUTION NO. \_\_\_\_\_

Resolution to Approve Urban Renewal Plan Amendment for the Fairmeadows  
North Housing 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, the City Council of the City of Newton, Iowa (the “City”) by resolution previously established the Fairmeadows North Housing Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing improvements to Cardinal Pond; (b) using tax increment financing to pay the costs of constructing public infrastructure necessary for the development of new housing; and (c) using tax increment financing to pay the costs of the City’s Newton Housing Development Corporation support program; 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 City Council has conducted said hearing on July 20, 2026; 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 June 30, 2026; 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. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in 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 in the future, 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 2. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

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

Passed and approved July 20, 2026.

---

Mayor

Attest:

---

City Clerk

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

• • • •

Upon motion and vote, the meeting adjourned.

---

Mayor

Attest:

---

City Clerk

STATE OF IOWA  
JASPER COUNTY                      SS:  
CITY OF NEWTON

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 approving the urban renewal plan amendment for the Fairmeadows North Housing Urban Renewal Area in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

CITY OF NEWTON, IOWA  
URBAN RENEWAL PLAN AMENDMENT  
FAIRMEADOWS NORTH HOUSING URBAN RENEWAL AREA

July, 2026

The Urban Renewal Plan (the “Plan”) for the Fairmeadows North Housing Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

**1) 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:** Cardinal Pond Improvements Project

**Date of Council Approval of Project:** July 20, 2026

**Description of Project and Project Site:** The Cardinal Pond Improvements Project will consist of the construction of improvements to Cardinal Pond at Agnes Patterson Memorial Park in the Urban Renewal Area, including a new fishing dock; a hiking and biking trail; a parking lot; and the installation of wetlands and storm water drainage improvements.

It is anticipated that the completed Cardinal Pond Improvements Project will have a positive impact on commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational infrastructure.

**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 Cardinal Pond Improvements Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Cardinal Pond Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on hand. In any case, the City’s obligations (the “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 Cardinal Pond Improvements Project will not exceed \$500,000, plus any interest expense incurred by the City on the Obligations.

**B.**

**Name of Project:** Arbor Estates 3<sup>rd</sup> Addition Housing Infrastructure Project

**Date of Board Approval of Project:** July 20, 2026

**Description of Project:** The City is undertaking the construction of public infrastructure (the “Infrastructure Project”) in order to support the development of a residential subdivision on certain real property known as Arbor Estates 3<sup>rd</sup> Addition in the Urban Renewal Area. The addition of new residential housing in the Urban Renewal Area will encourage future economic development therein.

**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 Infrastructure Project.

**Description of Use of TIF:** It is anticipated that the City will pay for the Infrastructure Project with borrowed funds and/or the proceeds of internal advances of City funds on hand. In any case, the obligations (the “Obligations”) incurred by the City may 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 Infrastructure Project will not exceed \$1,000,000, plus any interest expense incurred by the City on the Obligations.

**C.**

**Name of Project:** 2026-2029 Newton Housing Development Corporation Support Program

**Date of Council Approval of Project:** July 20, 2026

**Declaration of Newton Housing Development Corporation Support Program as an Urban Renewal Project:** The City Council acknowledges the importance of the Newton Housing Development Corporation (the “Corporation”) in the ongoing promotion of housing development in the Urban Renewal Area. The City intends to enter into an economic development support agreement with the Corporation which will provide a mechanism for the City to make annual support payments to the Corporation for a period of three fiscal years. Under said agreement, the Corporation will commit to continuing its efforts to carry out the marketing and sale of residential lots within the Urban Renewal Area and the installation of public infrastructure thereon.

**Description of Use of TIF for the Newton Housing Development Corporation Support Program:** It is anticipated that the City will pay for the Newton Housing Development Corporation Support Program with a combination of borrowed funds, proceeds of internal advances of City funds on-hand and/or through an economic development agreement with negotiated annual appropriation payments. In all cases, the City’s obligations (the “Obligations”) will be repaid with incremental property tax

revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Newton Housing Development Corporation Support Program in the City's 2026-2029 fiscal years will not exceed \$250,000, plus any interest expense incurred by the City on the Obligations.

**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>\$70,189,379</u> |
| Outstanding general obligation debt of the City:                                            | <u>\$38,617,050</u> |
| Proposed maximum indebtedness to be incurred in connection with this July, 2026 Amendment:* | <u>\$ 1,750,000</u> |

## City of Newton Council Report

**Item:**

Public Hearing on the Proposed 2026 Amendment to the 1st Avenue East Urban Renewal Area

**Summary:**

Resolution to Approve Urban Renewal Plan Amendment for 1<sup>st</sup> Avenue East Urban Renewal Area

**Financial Impact:**

No Financial Impact, Amends the Urban Renewal Plan for future projects and expenditures

**Report Number:** 2026-772

**Date:**

July 20, 2026

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

The City Council of the City of Newton Iowa has created the 1<sup>st</sup> Avenue East Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of Stormwater improvements and various other urban renewal area projects and programs.

**Recommendation:**

Staff recommends approval of the Resolution to amend the 1<sup>st</sup> Avenue East Urban Renewal Plan.

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

Matt Muckler, City Administrator

HEARING ON AND APPROVAL OF 2026  
AMENDMENT TO THE 1ST AVENUE  
EAST URBAN RENEWAL AREA

504612-84

Newton, Iowa

July 20, 2026

The City Council of the City of Newton, Iowa, met on July 20, 2026, at 600 p.m., at the City Council Chambers, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the City Council and that this is the time and place at which the City 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.)**

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



Council Member \_\_\_\_\_ moved the adoption of a resolution entitled “Resolution to Approve Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area,” seconded by Council Member \_\_\_\_\_. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

RESOLUTION NO. \_\_\_\_\_

Resolution to Approve Urban Renewal Plan Amendment 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, the City Council of the City of Newton, Iowa (the “City”) by resolution previously established the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which updates the description of the City’s Storm Water Drainage Improvements Project previously approved in the July, 2025 Amendment to the Plan; 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 City Council has conducted said hearing on July 20, 2026; 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 June 30, 2026; 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. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in 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. Proposed blight alleviation and prevention projects described in the Amendment are necessary to restore the property situated in the Urban Renewal Area to its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area; and

D. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise in the future, 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 2. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

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

Passed and approved July 20, 2026.

---

Mayor

Attest:

---

City Clerk

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

• • • •

Upon motion and vote, the meeting adjourned.

---

Mayor

Attest:

---

City Clerk

STATE OF IOWA  
JASPER COUNTY                      SS:  
CITY OF NEWTON

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 approving the urban renewal plan amendment for the 1st Avenue East Urban Renewal Area in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT  
1<sup>st</sup> AVENUE EAST URBAN RENEWAL AREA

July, 2026

The Urban Renewal Plan (the “Plan”) for the 1<sup>st</sup> Avenue East Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purpose of updating the description of the City’s Storm Water Drainage Improvements Project.

**1) Update Description of the Storm Water Drainage Improvements Project.** The description of the City’s Urban Renewal Administration and Professional Support Program is hereby updated as follows:

**Name of Project:** Storm Water Drainage Improvements Project

**Date of Council Approval of Project:** July 21, 2025, and updated on July 20, 2026

**Description of Project and Project Site:** The Storm Water Drainage Improvements Project being undertaken by the City will consist of the construction of a storm water retention basin and the incidental landscaping, site clearance and cleanup work related thereto on certain real property situated north of the intersection of 1<sup>st</sup> Avenue East and 12<sup>th</sup> Street North in the Urban Renewal Area.

It is expected that the completed Storm Water Drainage Improvements Project will alleviate Blighted Conditions (as defined in the Plan) and have a direct, positive impact on future economic development in the Urban Renewal Area.

**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 Storm Water Drainage Improvements Project.

**Description of Use of TIF:** It is anticipated that the City will pay for the Storm Water Drainage Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Storm Water Drainage Improvement Project will not exceed \$2,500,000 (increased from \$1,500,000 as approved in the July, 2025 Amendment to the Plan), plus any interest expense incurred by the City on the Obligations.

**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>\$70,189,379</u> |
| Outstanding general obligation debt of the City:                                            | <u>\$38,617,050</u> |
| Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment*: | <u>\$ 2,500,000</u> |

\*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

## City of Newton Council Report

**Item:**

Public Hearing on a Resolution approving the purchase agreement for real property at 510 West 3rd Street North Newton, Jasper County, Iowa

**Summary:**

Sale of City-owned property

**Financial Impact:**

\$24,000.00, revenue

**Report Number:** 2026-780**Date:**

July 20, 2026

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

The subject property was originally part of the former Manufactured Gas Plant site. This formerly contaminated site has been provided a Letter of No Further Action by the Iowa DNR, and the uncontaminated portion (510 West 3rd Street North) of the property was able to be divided from the larger piece and offered for redevelopment.

By resolution # 2026-236, City Council set the time and place for a public hearing (July 20, 2026 at the Regular City Council meeting) to review offers on said property. One offer has been received.

- Jeffrey Paul Homes, LLC has submitted an offer to purchase the property for \$24,000. Jeffrey Paul Homes, LLC is committed to constructing at least five dwelling units upon the property, either single-family detached style or duplex style with each unit having a valuation of \$200,000.

**Recommendation:**

Staff recommends approval, finding the purchase price and proposed development are a benefit to the City of Newton. Additionally, this provides additional dwelling units near the downtown and reduces the City's ongoing maintenance costs.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – \_\_\_\_\_

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR REAL  
PROPERTY AT 510 WEST 3<sup>RD</sup> STREET NORTH NEWTON, JASPER  
COUNTY, IOWA

**WHEREAS**, Jeffrey Paul Homes, LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 510 West 3<sup>rd</sup> Street North, legally described as:

510 West 3<sup>rd</sup> Street North, Parcel 'G', legally described as: A PARCEL OF LAND BEING THE SOUTH HALF OF BLOCK 2, BLACK AND RITTER'S ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE N00°18'07"W, 132.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WEST 2<sup>ND</sup> STREET NORTH TO THE SOUTHEAST CORNER OF LOT 2 OF SAID BLOCK 2; THENCE S89°57'58"W, 279.30 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 2; THENCE S00°06'47"E, 132 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WEST 3<sup>RD</sup> STREET NORTH TO THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE N89°57'58"E, 279.73 ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH 5<sup>TH</sup> AVENUE WEST TO THE POINT OF BEGINNING;

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

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

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

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

That the attached Purchase Agreement for property at 510 West 3<sup>rd</sup> Street North be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

(Seal)

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk



# PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **510 West 3<sup>rd</sup> Street North**, is made on or as of the \_\_\_\_\_ day of July, 2026, by and between the City of Newton, Iowa (hereinafter "City"), and Jeffrey Paul Homes, LLC, 2310 SE Delaware Avenue, Ste. G #288, Ankeny, Iowa 50021 (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Twenty-Four Thousand** Dollars (\$24,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

510 West 3<sup>rd</sup> Street North, Parcel 'G', legally described as: A PARCEL OF LAND BEING THE SOUTH HALF OF BLOCK 2, BLACK AND RITTER'S ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE N00°18'07"W, 132.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WEST 2<sup>ND</sup> STREET NORTH TO THE SOUTHEAST CORNER OF LOT 2 OF SAID BLOCK 2; THENCE S89°57'58"W, 279.30 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 2; THENCE S00°06'47"E, 132 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WEST 3<sup>RD</sup> STREET NORTH TO THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE N89°57'58"E, 279.73 ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH 5<sup>TH</sup> AVENUE WEST TO THE POINT OF BEGINNING.

## SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty Deed and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement. Upon approval of the purchase and redevelopment agreement, the City of Newton will proceed with the removal of up to seven trees located in the eastern portion of the lot.

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the

Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal counsel, Caldwell, Brierly, Chalupa PLLC, 211 1<sup>st</sup> Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

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

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

- a) Construction of at least a five dwelling units, either detached single-family style homes or attached duplex style homes, with a building valuation of at least \$350,000 for a duplex style building or \$200,000 for a single family style building. Construction shall be completed within 2 years of the date of transfer of the property.
- b) The developer agrees to provide one deciduous tree per front yard of each constructed home. The City agrees that the provision of tree can be through the protection and preservation of an existing tree on the lot or by planting a new tree upon completion of construction.
- c) Upon approval of this purchase and redevelopment agreement, the buyer is permitted to stock-pile dirt for the project on the property. However, the stock pile shall not be placed there for more than 6 months prior to the start of construction.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

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

remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

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

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

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

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

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

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

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

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

(SEAL)

**CITY OF NEWTON, IOWA**

By: \_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

**PURCHASER:**

By: \_\_\_\_\_

Jeff Davis  
Jeffrey Paul Homes, LLC

ATTACHMENT A. Property Improvements

*Single Family Home, four-bedrooms, 2.5 baths, attached garage with an appearance substantially similar to image as follows:*





## City of Newton Council Report

**Item:**

Public Hearing on a resolution approving the purchase agreements for real property at 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, Newton, Jasper County, Iowa

**Summary:**

Sale of City Owned Property

**Financial Impact:**

\$6,000.00 revenue

**Report Number:** 2026-782

**Date:**

July 20, 2026

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

The City acquired the subject properties through the D&D program, and cleared them of dilapidated structures.

By Resolution 2026-235, City Council set a time and place for a public hearing to review received offers. One offer has been received from business partners Jeff Davis, Jeffrey Paul Homes, LLC, and Chaison Loupee, CTL Homes LLC.

The total proposed purchase price is \$6,000.00 for all three lots. The agreements stipulate purchase price and have a commitment to build improvements on the properties- broken down as follows:

- \$1,000 for 115 East 4th Street North, with a commitment to construct a commercial building that will likely serve as the local office for Jeffrey Paul Homes, LLC. Design requirements have been included in the purchase agreement, which stipulates the desire to have brick or stone in on the south and east frontages of the building, commercial-grade windows and doors, etc.
- \$2,500, each, for 124 East 4th Street North and 411 North Second Avenue East, with a commitment to construct at least two residential structures.

**Recommendation:**

Staff recommends approval, finding the purchase price and proposed development are a benefit to the City of Newton. Additionally, this provides additional dwelling units near the downtown and reduces the City's ongoing maintenance costs.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – \_\_\_\_\_

RESOLUTION APPROVING THE PURCHASE AGREEMENTS FOR  
REAL PROPERTY AT 115 EAST 4<sup>TH</sup> STREET NORTH, 124 EAST 4<sup>TH</sup>  
STREET NORTH, AND 411 NORTH 2<sup>ND</sup> AVENUE EAST, NEWTON,  
JASPER COUNTY, IOWA

**WHEREAS**, Jeffrey Paul Homes, LLC and CTL Homes LLC have submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, legally described as:

115 East 4<sup>th</sup> Street North, legally described as: THE EAST SEVENTY-ONE FEET OF LOT C IN BLOCK THIRTEEN IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS OF RECORD IN PLAT BOOK C, PAGE 11, IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

124 East 4<sup>th</sup> Street North, legally described as: LOT FOUR OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

411 North 2<sup>nd</sup> Avenue East, legally described as: LOT THREE IN THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

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

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

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

That the attached Purchase Agreements for property at 115 East 4<sup>th</sup> Street North, 124 East 4<sup>th</sup> Street North, and 411 North 2<sup>nd</sup> Avenue East be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

**PASSED** this \_\_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_\_ day of July, 2026.

(Seal)

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk



# PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **115 East 4<sup>th</sup> Street North**, is made on or as of the \_\_\_\_\_ day of July, 2026, by and between the City of Newton, Iowa (hereinafter "City"), and Jeffrey Paul Homes, LLC, 2310 SE Delaware Avenue, Ste. G #288, Ankeny, Iowa 50021 (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

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

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

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

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

115 East 4<sup>th</sup> Street North, legally described as: THE EAST SEVENTY-ONE FEET OF LOT C IN BLOCK THIRTEEN IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS OF RECORD IN PLAT BOOK C, PAGE 11, IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty Deed and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement. The City will endeavor to work with utility on relocating utility pole in a location consistent with the north property line at 115 East 4<sup>th</sup> Street North.

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

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

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

- a) Construction of a commercial building upon 115 East 4<sup>th</sup> Street North to likely serve as the buyer's local business, real estate, and/or rental office.
  - a. Said commercial building provide two siding materials on the south and east sides (siding and brick or stone).
  - b. Commercial, store-front style windows and doors with black or oil-rubbed bronze framing.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

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

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

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

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

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

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

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

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

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

(SEAL)

**CITY OF NEWTON, IOWA**

By: \_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

**PURCHASER:**

By: \_\_\_\_\_

Jeff Davis  
Jeffrey Paul Homes, LLC

# PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **124 East 4<sup>th</sup> Street North, 411 North 2<sup>nd</sup> Avenue East** is made on or as of the \_\_\_\_\_ day of July, 2026, by and between the City of Newton, Iowa (hereinafter "City"), and CTL Homes LLC, 1585 Highway T-38 S, Grinnell, IA 50112 (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Two-thousand Five Hundred Dollars (\$2,500) per lot for a total of Five- thousand Dollars (\$5,000.00)** (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

124 East 4<sup>th</sup> Street North, legally described as: LOT FOUR OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

411 North 2<sup>nd</sup> Avenue East, legally described as: LOT THREE IN THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY

SECTION 5. CONVEYANCE OF PROPERTY.

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

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing

(hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal counsel, Caldwell, Brierly, Chalupa PLLC, 211 1<sup>st</sup> Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

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

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

- a) Construction of at least two residential structures on 124 East 4<sup>th</sup> Street North and 411 North, comparable to the image found in attachment A (either single family or duplex versions) with a minimum building valuation of \$200,000 each.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

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

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

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

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

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

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

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

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

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

(SEAL)

**CITY OF NEWTON, IOWA**

By: \_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

**PURCHASER:**

By: \_\_\_\_\_

Jeff Davis  
Jeffrey Paul Homes, LLC



ATTACHMENT A. Property Improvements

*Single Family Home, four-bedrooms, 2.5 baths, attached garage with an appearance substantially similar to image as follows:*





## City of Newton Council Report



### Item:

Second Consideration of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise

### Summary:

Ordinance on Proposed Adoption of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-year Non-Exclusive Electric Franchise

**Report Number:** 2026-294

### Date:

July 20, 2026

### Lead Department:

Administration

### Recommendation:

Approve

### Financial Impact:

This 25-Year Electric Franchise agreement with Alliant Energy includes a 2% franchise fee, (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, a 4% franchise fee, effective on July 1, 2027, and a 5% franchise fee, effective on July 1, 2028. In FY27, less than \$133,608 in new revenue would be expected. In FY28, no more than \$731,900 in new revenue would be expected, and in FY29 (and continuing every year thereafter), approximately \$964,241 in new revenue would be expected. The initial franchise fee would be an additional \$1.50/month on the average resident's utility bill. In FY28, it would be \$4.50 (the initial \$1.50 plus an additional \$3.00) per month, and in FY29 and moving forward, it would be \$6.00 (the \$4.50 from FY28 plus an additional \$1.50) per month. Due to substantial property tax reductions starting in FY28, this new revenue stream is necessary to avoid significant reductions in services currently provided to residents by the City of Newton, especially in the areas of Parks & Rec, the Newton Public Library, Police and Fire.

### Background:

While more than 270 other cities in the State of Iowa have already adopted franchise fees, the City of Newton has not yet established franchise fees on energy providers. These fees are only now necessary in the City of Newton due to the recent passage of HF 718 and SF 2472 by the Iowa State Legislature, which limits the amount of property taxes the City can collect and use to provide services that Newton residents want in our community. In order to institute this fee with Alliant Energy, an ordinance must be approved by City Council on a new 25-year agreement that includes franchise fee language. The proposed franchise fees would be 2% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028.

SF 2472 will significantly decrease the amount of property taxes available to the City, which the City uses to provide services to our residents. If a franchise fee is not adopted, the City of Newton will be forced to make considerable service reductions to the Newton Public Library, Parks & Rec, Police, Fire, Community Development, as well as economic development and administrative services

currently being provided to Newton residents and businesses.

The one-size-fits-all property tax reform legislation that was recently approved by the Iowa Legislature and signed into law by the Governor will impact each of the 937 cities in Iowa differently. Newton had a Fortune 500 company leave 20 years ago. Very few of the other 936 cities had this happen. (The only other examples found were Cedar Rapids, Des Moines and West Des Moines.) Coupled with the loss of the Machinery & Equipment (M&E) tax in Fiscal Year 2005-2006 (FY06), which cost the City \$818,078 in state shared revenues, Newton eliminated 15 positions, including seven public safety positions and completely eliminated funding for five of the seven partner organizations that were being funded at that time.

In response to the loss of Maytag and the M&E tax, the City of Newton reduced investments in the City for about 10 years. Very little was done to address failing streets and stormwater infrastructure. Parks and cemeteries were not adequately maintained. Equipment for all departments, including police and fire, was not replaced. Staffing was not adequate to provide the services that residents wanted. From 2000 to 2010, the City's population fell 2%. Total assessed property values in the City fell by 5% between FY13 and FY17. After being tired of nothing happening, residents elected new leadership that wanted to see positive things happen in the City.

For the last ten years, the City has restarted investment in our community, including infrastructure, parks, housing, and services. More streets have been improved in the last ten years than the previous 20+ years combined. Parks and cemeteries have been better maintained. New park amenities have been developed. Regular replacement of vehicles and equipment has been brought back to acceptable levels. During this same time, City Councils have pushed the organization to high levels of effectiveness and efficiency, eliminating middle management positions throughout the organization and reorganizing in a manner that reduced staffing inefficiencies to the fullest extent possible.

Investing in the community has paid off. The population increased in 2020 to its highest level ever, up 3.3% from the previous decade. Our D&D and nuisance programs have been extremely successful. As a result, new housing is being constructed throughout Newton and our curb appeal is at a very high level. Our downtown area is experiencing a renaissance and people are living downtown. Crime has been cut in half. Between FY17 and FY27, total assessed property values increased 77%. (Total taxable value growth has only increased an average of 2.64% annually between FY13 and FY27.) The Maytag Pool and the Newton Public Library have been renovated. We have a new Clubhouse at Westwood Golf Course, a new splash pad downtown, new pickleball and tennis courts, and a new dog park in Sunset Park. The Iowa Speedway is now hosting a Cup Race every year, and the City holds Newton Fest and July 4th events as well as a free summer concert series in Maytag Park. Young families and people of all ages are now seeing Newton as a desirable place to live and to visit. Newton has a lot of positive momentum right now, and we need to keep heading in the right direction.

Here are a few examples of how the City has cut costs and created efficiencies in recent years:

### **Overall Reductions:**

- In 1996, the City of Newton had 122 FTE's (full-time equivalents) not including WaterWorks which was recently placed under the management of the City Council by Newton voters. Today, the City of Newton has 122 FTE's not including WaterWorks, so **the City has the same number of employees today that we had 30 years ago**. Contrary to what some people frequently say

about bureaucracies – that they grow and grow and grow, this is not the case with the City of Newton, Iowa.

- These flat staffing levels which have been maintained over the last 30 years are in stark contrast to service demands which have risen at incredible levels over that same period of time. As just one example, the Newton Fire Department responds to **82% more calls** than they did just 15 years ago. All departments are doing more with less.
- The City is constantly working to identify any waste or lack of efficiency and eliminate it. The City is **organized more efficiently** and completing **much higher workloads** with **the same staffing levels** that we had 30 years ago.

## Administration:

- Moved from printed Council materials to electronic version, eliminating printing, paper, ink, delivery cost, and a lot of time,
- Started the Lean Process Improvement project for payroll in 2016 to streamline the Payroll Process by reducing errors and redundancy in checks and approvals, and increasing efficiency. The overarching goal is to reduce the total payroll process from 4 days to 1 day,
- Continue to look at Lean processes for other work tasks and duties in order to save time and money,
- Eliminated the ongoing internet cost at all of the outlying locations by utilizing the line of site dishes,
- Eliminated the printing of the City Code by utilizing digital code via the City's website,
- Moved the phone system from individual costs per line from Windstream to VOIP with American Business Phones,
- The Safety Committee continues to review Work Comp claims and works with departments to reduce incidents, which has contributed to our continual decreasing experience Mod factor (a multiplier used to calculate your workers' compensation premium), which keeps our rates from increasing,
- Worked with T-Mobile to switch cellular plans saving over \$800 per month and switched internet service saving \$170 per month (2024),
- Switched to Self-Funding for medical and dental coverage due to the continued group rate increases,
- Restructured seasonal staffing to avoid questionable unemployment claims, and
- Recruit new employees at lower initial pay ranges, with the opportunity for salary increases based on demonstrated performance and contributions.

## Police:

- Restructured the Police supervisory staff (eliminated Deputy Chief and one Lieutenant position; eliminated one Admin. Supervisory position; created three lower-salaried Sgt. positions to replace two Lieutenant positions),
- Eliminated civilian Evidence Technician position and redistributed job tasks amongst current staff,
- Brought animal control in-house to control costs and increase level of service,
- Implemented digital evidence, training, scheduling and record-keeping software to improve efficiency,
- Created Code Enforcement Division bringing increased level of service and efficiency to code enforcement operations city-wide, and

- Utilize lower salary summer interns to assist with code enforcement work in lieu of hiring another part-time or full-time position.

## **Fire:**

- Currently operating with two fewer firefighters (8/7/7) than previous staffing levels. The Newton Fire Department has been historically staffed at eight people per each of our three shifts. Since the early 2000s, the department has not been staffed to that level. Staffing levels at eight (8/8/8) would allow for use of vacation, staffing to cover when out-of-town transfers are taking place, and when the Department is short-staffed due to turnover and the extensive time it takes to get an EMT trained up to the paramedic level (18 months),
- One line of administration/line staff was cut as the battalion chief positions were eliminated in the late 2000s, which pushed more of the operational work to administrative staff,
- In 2011, the department was staffed at 7-6-6 with the EMS coordinator/training officer and fire marshal assigned to 24-hour shifts. This was ineffective for administrative staff and they were pulled back off of 24-hour shifts to days (Mon-Fri), and
- In 2025 the Newton Fire Department responded to 3644 calls for service, which is an approximate 82% increase in call volume from the 2000 calls answered in 2011.

## **Public Works:**

- Transition from a combined Public Works Director/City Engineer to outsourcing professional engineering has saved an average of \$39,000 annually in general funds that would have gone to the director's salary,
- Creation of the Engineer Technician Trainee position has provided the flexibility in hiring entry-level employees interested in the engineering technician positions and saving money by not needing to match or exceed the wages of experienced technicians and by completing more engineering duties in-house,
- The use of wing plows that allow one Public Works operator to perform the work that used to require two trucks and two operators instead of one truck and one operator,
- Utilizing one Utilities staff member to complete One-Call utility locates – this work used to require two Public Works employees and one Water Works employee,
- Engineering has begun using robotic total stations and GPS, allowing one employee to complete work that used to require two employees, and
- Utilizing computer software across all areas of Public Works and online permitting to reduce administration time.

## **Parks:**

- Parks Director Position was eliminated upon retirement of Denny Slings; Parks was moved to Public Works and in lieu of a director position, an Administrative Superintendent position was established at a lower position on the City Pay Matrix,
- Going from 4.5 Parks Superintendents down to 2 Superintendents and 2 Groundskeepers in 2016-2017 establishing the current Superintendent and Assistant Superintendent model currently in place, which reduces salary expenses,
- Contracted out mowing at Parks in summer; partnered with IA Dept of Corrections for weed whipping at Union Cemetery, and

- Reorganized concessions and entry into Maytag Pool to reduce the number of employees needed to operate that facility.

### **Community Development:**

- Eliminated Economic Development Director position,
- Reduced funding to Newton Development Corporation (NDC),
- In 2022, reclassified the administrative specialist position (Range 5 on Pay Matrix) at Range 3,
- December 2023 - upon retirement of the Community Services Director, Community Services was folded into Community Development, resulting in one less Director position in the City,
- May 2024 - Retirement of Building Official; Administrative Assistant obtained Permit Technician Certification and received a modest Pay Range Increase and the City engaged Veenstra & Kimm, Inc. (V&K) to provide consultant Building Inspection Services. The result is that Building Permit Fee Revenue now fully covers the cost of Building Inspectors (it didn't before) in addition to back-filling other operational costs for the Building Division,
- Upon resignation of Senior City Planner (2025), the then-City Planner was promoted to Senior City Planner at a lower step on the pay range, resulting in immediate cost savings; the City Planner position was then filled with an entry-level candidate, placed at a lower range and step than previous City Planner, resulting in immediate cost savings,
- By hiring the current Senior City Planner with Landscape Architect background, the City saves in consultant fees for the in-house preparation of basic renderings/plans,
- In 2025, City staff streamlined the Rental Inspection program to reduce required staff time for processing, and
- March 23, 2026: We transitioned all building and trade permits to online permitting and storage – no more paper printing, filing and storing.

### **Water Distribution:**

- Centralized Utility Locating - All city utility locating is now performed within the Water Distribution Division; this consolidation has improved coordination, reduced duplication of work, and lowered costs associated with contracting or managing multiple locating services (efficiency/cost savings),
- GPS Utility Mapping - The implementation of GPS mapping for city utilities has improved the accuracy and efficiency of locating infrastructure and estimating projects; this technology allows staff to plan work more effectively, reducing labor time and minimizing excavation errors,
- In-House Restoration Work - Street, sidewalk, and driveway restorations related to water distribution work are now completed by in-house staff rather than outside contractors; performing this work in-house significantly reduces project costs and allows repairs to be completed more quickly,
- In-House Installation of Radio Read Meters - Approximately 7,000 radio-read water meters are being installed by department staff instead of outside contractors; completing this work in-house provides substantial cost savings and will improve efficiency when reading meters in the future,
- Ally Remote Shutoff Meter Installation - The installation of Ally remote shutoff meters allows the department to remotely discontinue water service for accounts that fail to pay or tenants moving out of rentals; this technology reduces staff time, vehicle use, and labor associated with manual service shutoffs and restorations, and

- Staff Position Not Replaced - Following a staff member's departure in Water Distribution, the position was not refilled; the department reorganized responsibilities among existing personnel, resulting in ongoing payroll savings while continuing to maintain operational coverage.

### **Utility Billing:**

- Bringing meter reading in-house, combining with administrative duties,
- Installing radio read meters, to eliminate manual meter reading,
- Installing ally meters to reduce manual repeat shut-offs,
- Accepting ACH payments, reducing Admin staff time,
- Accepting online bill pay, reducing Admin staff time,
- E-billing saving money on printing and postage,
- Over-the-phone credit card payments, enhancing services for customers, without increasing operating costs, and
- Utilizing software technology to increase efficiencies and reduce admin staff time for monthly Utility Billing.

### **Water Treatment:**

- Using a remote mower at the Central Pump Station to mow the banks on top of the structure is more efficient than staff mowing it by hand,
- Arranged shift work at the Water Treatment Plant to reduce overtime hours for operational demand,
- Adjusted hours of operation at the Treatment Plant to meet demand more efficiently,
- Changed every light fixture in all of the buildings at the Water Treatment Plant site to LED lighting to save on electric bills,
- The Telemetry and SCADA system was upgraded, which reduced the amount of labor for staff on reporting data and observing and controlling equipment operations,
- Entered into an "Interrupt Program" through the Alliant Energy to get an incentive discount on electric rates,
- Purchased equipment for staff to pull and service our wells, saving money on contracting it out, and
- Leveraging shared equipment, personnel, and expertise from other divisions within the Utilities Department has resulted in cost savings by reducing the need to contract out for various projects.

### **Water Pollution Control:**

- Elimination of Staff Chemist Position – Laboratory testing services have been outsourced to a local laboratory, reducing personnel and associated operational costs,
- Elimination of Electronic Technician Position – Electrical services are now outsourced as needed, lowering overall staffing expenses,
- Alliant Energy Interruptible Power Agreement – Participation in the interruptible energy program provides reduced energy rates and overall utility cost savings,
- Boiler System Installation Utilizing Methane and Natural Gas – Installation of a boiler system that utilizes a combination of plant-produced methane gas and natural gas to improve energy efficiency and reduce natural gas energy costs,



- Installation of Variable Frequency Drives (VFDs) on Plant Blowers – VFDs allow for more efficient aeration control, significantly reducing energy consumption,
- Installation of VFDs on Plant and Lift Station Pumps – Reduces energy usage, lowers operating costs, and minimizes mechanical wear caused by pump start-up stress,
- Routine Collection System Maintenance – Proactive maintenance has reduced the frequency of emergency call-outs and associated overtime expenses,
- Sludge Storage Tank Implementation – Provides operational flexibility and reduces chemical and labor costs associated with sludge dewatering,
- Sludge Hauling Contract – Contracted hauling services reduce internal labor requirements, overtime, fuel costs, and staff time,
- Restructuring of DNR-Required Weekend Coverage – Adjusted staffing schedules to meet regulatory requirements while reducing overtime and compensatory time,
- Sludge-to-Sludge Heat Exchanger Installation – Improves digester efficiency by recovering and utilizing heat from processed sludge to further heat sludge, lowering overall energy consumption, and
- Conversion to LED Lighting – Upgrading plant and lift station lighting to energy-efficient LED fixtures reduces electrical usage and maintenance costs.

## **Library:**

- Eliminated Assistant Library Director position,
- Eliminated a Page position (split some of the hours amongst current Pages) (\$5,000),
- Cut physical magazine subscriptions (available on Libby) (\$4,000),
- FY22 Cut Janitorial hours to Monday-Friday only, with cleaning in the morning,
- FY25 Cut OCLC Subscription and Inter-Library Loan lending nationally (\$6,000),
- FY26 Cut Postage and eliminated Postage Meter (\$3,000),
- FY23 Switched our Library Software through RFP Process, going from \$50,000 a year to \$20,000 per year,
- FY25 Replaced vestibule heaters with one new, energy efficient custom model,
- FY26 Replaced staff office windows for energy efficiency (Foundation funded),
- FY26 Put out a Wish Tree for the Holidays to make up money in our book budget as costs continue to rise,
- FY26 Switched primary book vendors for cost savings,
- FY25 Stopped using security measures at the library on all our materials (\$1,000 a year in security tape),
- FY25 Replaced Library Furnaces (energy efficiency),
- FY26 Locked outside outlets to prevent after-hours use and save on electric cost,
- FY26 Downsized contracted BDC Pest inspection from monthly to quarterly,
- FY25 Removed ancient generator and disconnected service, saving yearly maintenance,
- Re-formatted library landscaping to downsize need of landscaping, weed maintenance, and upkeep,
- Cross-training amongst part-time staff to fill in as needed across departments,
- LED Lighting Replacement,
- Removed Neon Lights,
- Replaced two residential A/C units and three residential Furnace Units to save on energy costs (cost assisted with rebates),
- Moved Building HVAC maintenance to every other month,
- Air Conditioner Replacement with Auto settings on Thermostat,
- Limited Equipment/Tech Replacement,

- Began emailing Overdue Reminders and no longer mailing cards to reduce postage costs,
- Increased card replacement fees,
- Eliminated three National newspaper subscriptions,
- Eliminating staff computer replacement. Only replacing Public Internet Workstations. This means less equipment for the rest of the city departments,
- Pushed all equipment replacement to four or five years instead of the previous replacement schedule of every three years,
- Postage budget limited to items being sent/returned to Academic or School Libraries and libraries out of state. State Library of Iowa instituted a van delivery service for ILL within state,
- Reduced FY2021 operating budget by \$31,572 from the FY2020 budget,
- Cut DVD budget in half and eliminated CD budget,
- Cut book budget by \$20,000 with no planned digital book purchases in FY21,
- Eliminated \$3,000 in magazines and newspapers subscriptions,
- Eliminated staff computer replacement and microfilm replacement,
- Eliminated all Staff Development/training funds except mileage for meetings,
- Scaled back our book processing supplies and limited our contracted IT hours,
- Changed a vacated Circulation full-time position to two part-time positions,
- Eliminated a 15-hour per week Page position,
- Changed a vacated 34/hour per week position to a lower range and hired from within the Library department,
- Left vacated part-time circulation position open,
- Removed circulation and cataloging part-time staff from city salary scale and capped their wages (five positions),
- Removed benefits and PTO from part-time circulation and cataloging staff positions,
- Capped all other hourly staff wages (three library page positions),
- Cross-trained Pages to work the back-end of Circulation to minimize extra hours of circulation staff,
- Removed Library Board's three-person in building rule to minimize staff needed to open and close the building (two people from 6:00-8:00 p.m.). Minimized staff needed on weekends and for extra hours,
- Agreed to adjust job descriptions and reclassify jobs to a lower city range when the positions are vacated voluntarily, and
- Reduced FY2021 salary budget by \$56,118 from the FY2020 budget for an overall library budget cut of \$87,690 before current staff salary and benefit increases.

The bottom line is that Newton is an extremely lean organization. Any reductions to our budget will necessarily translate to reductions in services to our residents. In addition to losing quality-of-life services such as those provided by Parks & Rec and the Newton Public Library, public safety and community development services would also be impacted. Here are some potential consequences in the case a franchise fee is not adopted:

- Increased crime rates, which have been cut in half over the last 10 years,
- Decreased curb appeal in the City,
- Longer response times from Police and Fire,
- Elimination of Police Investigations Division, which has successfully brought charges against criminals who seek to sexually abuse children, beginning with enticement on the internet,
- Reduction in hours or eventually even the potential closure of the Newton Public Library,
- Reduction in services and potential closure of parks in Newton,
- Potential closure of the Maytag Pool,

- Decrease in property values throughout the community,
- Businesses that may have considered Newton as a new home or a place to expand will locate elsewhere, in cities or states that provide quality-of-life and public safety services to their citizens,
- Slowdown in housing development, and
- Future population loss for the City, which will reduce the revenue available to the City, with which services are provided to our residents.

The average amount of monthly savings for residents due to just the property tax exemption portion of SF 2472 will be \$16/month. As has been previously discussed, residents with homes above the average valuation will save more. For instance, a homeowner with a \$300,000 home will save about \$31/month and a homeowner with a \$450,000 home will save about \$50/month. While that sounds great, the City relies on property taxes to pay for police, fire, parks, library and more essential services.

The City of Newton either needs to reduce services or identify additional revenue. The most reasonable revenue option, which has already been adopted by over 270 other cities and nearly all cities comparable to Newton, is the franchise fee. The initial franchise fee would be an additional \$1.50/month on the average resident's utility bill. In FY28, it would be \$4.50 (the initial \$1.50 plus an additional \$3.00) per month, and in FY29 and moving forward, it would be \$6.00 (the \$4.50 from FY28 plus an additional \$1.50) per month. If Newton enables a franchise fee, it would allow the City to continue providing the same level of services that we are currently providing and will also allow us to utilize some general funds to purchase some capital equipment, therefore reducing bonding for that purpose.

## **Recommendation:**

### Alternative Options:

**Option 1** - Council could approve franchise fees as proposed by 2% (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, a 4% franchise fee, effective on July 1, 2027, and a 5% franchise fee, effective on July 1, 2028.

**Option 2** - Council could approve franchise fees by 5% (effective when implemented, roughly 4-6 months after adoption).

**Option 3** - Council could approve franchise fees as proposed by 2% (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, and a 4% franchise fee, effective on July 1, 2027, but not take the step at the current time to implement a franchise fee at 5%.

**Option 4** - Council could reject franchise fees and start making plans to cut an approximate \$679,756 from the FY28 budget, which would result in substantial service reductions in Police, Fire, Community Development, Administration, Parks & Rec, and at the Newton Public Library, keeping in mind that additional reductions would be needed as well in future annual budgets (in FY29 and beyond).

City staff recommends approval of Option 1, an ordinance granting Alliant Energy a 25-year non-exclusive electric franchise agreement that includes a franchise fee of 2% (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, a 4% franchise fee, effective

on July 1, 2027, and a 5% franchise fee, effective on July 1, 2028.

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

Matt Muckler, City Administrator

CITY OF NEWTON, IOWA  
ELECTRIC FRANCHISE WITH FRANCHISE FEE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING ORDINANCE NO. 2362, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF NEWTON, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.**

BE IT ORDAINED BY THE City Council of the City of NEWTON, JASPER County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power; and also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

This franchise is limited to electrical service. No other services shall be provided to the public by the Company hereunder.

Section 2. The franchise will be effective for twenty-five (25) years from and after the date of Company's written acceptance of this franchise (the "Effective Date"). The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Either party may exercise an option to amend the franchise by providing the other party written notice setting forth its proposed amendments no more than 180 days nor less than 90 days prior to tenth anniversary of the Effective Date. The purpose of this notice is to expedite discussions between the Company and the City and shall not be an exclusive list of the first party's issues. Upon delivery of such notice, the City and Company shall meet to attempt to consider the proposed amendments. If the City and Company are unable to agree to amend the ordinance and address other issues by the tenth anniversary of the Effective Date, either party may terminate the franchise agreement effective on the tenth anniversary of the Effective Date.

If the franchise agreement is not terminated on or before the tenth anniversary of the Effective Date, or no written request to amend or terminate the franchise is delivered by either party to the other between 90 and 180 days prior to tenth anniversary of the Effective Date, the franchise will continue for another fifteen (15) years.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

The Company shall obtain a no-cost R.O.W. Excavation Permit from the City for work in the public right-of-way. In cases of emergency, the Company may complete the needed work and obtain the required no-cost permit within two business days of beginning the emergency work.

The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the city.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for

the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide, without charge to the Company, a reasonable alternative location for the Company's facilities as part of its relocation request. The City's obligations under this paragraph shall include paying all costs to procure any necessary easements.

Should the City desire to install banners or flags on Company poles, the City shall submit to the Company said request on the applicable Company form. Said installations, if approved by the Company, shall comply with the Company's banner and flag attachment policy.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 7. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Commission, as well as all applicable codes and standards referenced therein. The removal of any tree in the public right-of-

way, except in cases of emergency, shall be approved by the City prior to said removal.

Section 8. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Commission regulatory standards for reliability.

Section 9. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event, service shall be resumed as quickly as is reasonably possible.

Section 10. There is hereby imposed a franchise fee of two percent (2%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The franchise fee shall become effective upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Commission; provided, however, that such fee shall increase to four percent (4%) effective July 1, 2027; and to five percent (5%) effective July 1, 2028. The Company shall begin collecting the franchise fee increases for each effective date upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Commission.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Each February, the City may contact its key account manager to request a sales statement to verify franchise fee payments. The statement will list aggregated quarterly sales amounts and corresponding franchise fee payments from the previous calendar year. In the event that there is an underpayment to the City, the Company will provide a payment to the City within thirty (30 days) to correct for the missing amount. In the event that the City was overpaid in franchise



fees, it will refund that amount to the Company within thirty (30) days.

Section 11. Either City or Company may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party that additional time is needed, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law, or if the alleged breach is the result of the actions of a third party or the other party. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms.

Section 12. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 13. The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against any and all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its system. However, the Company shall not be obligated to defend, indemnify or hold harmless the City for any costs or damages to the extent arising in whole or part from the negligence of the City, its officers, employees or contractors.

Section 15. City Powers. This Ordinance is intended to be and shall be construed as consistent with the reservation of local authority contained in the Twenty Fifth Amendment to the Iowa Constitution granting municipalities home rule powers. To such end any limitation on the power of the City contained herein is to be strictly construed. Company shall comply with all City ordinances not in conflict with this Ordinance, or state, or federal rules, regulations or laws.

Section 16 This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the NEWTON City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

Attest:

\_\_\_\_\_  
Katrina Davis, City Clerk

(CITY SEAL)

## UNDERSTANDING NEWTON'S FINANCIAL FUTURE

### ESTIMATE YOUR HOUSEHOLD IMPACT

Newton is considering a franchise fee, something 270 other Iowa cities already have. The Iowa Legislature recently passed two laws, HF 718 and SF 2472, that limit how much property tax the City can collect. That tax money pays for services residents rely on.

Here's what the change could mean for an average Newton home, valued at \$207,715. Starting in FY28, the new homestead exemption would save that homeowner about \$16.65 a month on property taxes. Once a 5% franchise fee is fully in place in FY29, it would add about \$6 a month to an average Alliant Energy bill, or \$1.50 a month with Black Hills Energy.

| Gross Assessed Value of Home | Monthly Property Tax Savings | Franchise Fee Increase Total | Savings |
|------------------------------|------------------------------|------------------------------|---------|
| \$ 207,715                   | \$ 16.65                     | \$ 7.50                      | \$ 9.15 |

Here is how the fee would actually affect real homes in Newton, again factoring in the property tax savings from the new homestead exemption:

| Gross Assessed Value of Home | Monthly Property Tax Savings | Franchise Fee Increase Total | Savings   | Year House Was Built |
|------------------------------|------------------------------|------------------------------|-----------|----------------------|
| \$67,820                     | \$2.16                       | \$7.17                       | \$(5.01)  | 1926                 |
| \$76,670                     | \$2.16                       | \$6.99                       | \$(4.83)  | 1900                 |
| \$116,330                    | \$2.22                       | \$4.50                       | \$(2.28)  | 1925                 |
| \$125,460                    | \$3.66                       | \$14.00                      | \$(10.34) | 1920                 |
| \$131,890                    | \$4.68                       | \$6.42                       | \$(1.74)  | 1950                 |
| \$138,510                    | \$5.72                       | \$9.73                       | \$(4.01)  | 1929                 |
| \$149,390                    | \$7.44                       | \$4.88                       | \$2.56    | 1988                 |
| \$174,850                    | \$11.46                      | \$13.77                      | \$(2.31)  | 1920                 |
| \$179,210                    | \$12.15                      | \$4.73                       | \$7.42    | 1963                 |
| \$201,020                    | \$15.59                      | \$13.13                      | \$2.46    | 1976                 |
| \$201,750                    | \$15.71                      | \$11.56                      | \$4.15    | 1963                 |
| \$203,670                    | \$16.01                      | \$10.25                      | \$5.76    | 1910                 |
| \$204,400                    | \$16.12                      | \$10.88                      | \$5.24    | 1978                 |
| \$229,450                    | \$20.08                      | \$6.37                       | \$13.70   | 2024                 |
| \$247,290                    | \$22.89                      | \$6.58                       | \$16.31   | 1960                 |
| \$257,480                    | \$24.50                      | \$14.00                      | \$10.50   | 1959                 |
| \$274,300                    | \$27.16                      | \$12.95                      | \$14.21   | 1949                 |
| \$292,080                    | \$29.96                      | \$5.44                       | \$24.52   | 2020                 |
| \$296,470                    | \$30.66                      | \$8.29                       | \$22.37   | 1962                 |
| \$303,500                    | \$31.77                      | \$14.52                      | \$17.25   | 1964                 |
| \$336,060                    | \$36.91                      | \$10.12                      | \$26.79   | 2003                 |
| \$350,350                    | \$39.16                      | \$12.40                      | \$26.76   | 1977                 |
| \$355,730                    | \$40.01                      | \$11.76                      | \$28.25   | 2005                 |
| \$398,280                    | \$46.73                      | \$11.60                      | \$35.13   | 1993                 |
| \$403,980                    | \$50.42                      | \$12.92                      | \$37.50   | 2006                 |
| \$420,100                    | \$50.42                      | \$7.20                       | \$43.22   | 1989                 |

Notes: The monthly property tax savings would begin in FY28. This only reflects the savings from the part of SF 2472 that converts the homestead credit into a homestead exemption. It does not include savings from the military exemption, the 65+ exemption, the 2% cap, lost state backfill, or the Business Property Tax Credit. The franchise fee amount shown is the full 5% fee, which would take effect in FY29.

### ESTIMATE YOUR OWN UTILITY IMPACT

Property tax savings and franchise fee costs are calculated separately. Property tax savings are based on your home's assessed value. A franchise fee applies to your eligible electric and natural gas charges.

| Combined Monthly Electric + Gas Charges | At 2% Fee | At 4% Fee | At 5% Fee |
|-----------------------------------------|-----------|-----------|-----------|
| \$100                                   | \$1       | \$3       | \$4       |
| \$200                                   | \$2       | \$6       | \$8       |
| \$300                                   | \$3       | \$9       | \$12      |

To estimate your own change: multiply your combined eligible monthly electric and gas charges by the franchise fee rate, then subtract 1% (this accounts for the existing 1% local-option sales tax that the franchise fee would replace on the same utility charges).  
*Important: Actual results vary by household and business. Property tax examples exclude military, age-based, and other exemptions; the 2% cap; backfill changes; and Business Property Tax Credit changes. Use your official tax statement and utility bills for an exact comparison.*

## WHY NEWTON IS DISCUSSING THIS

*Financial context and potential service reductions if replacement revenue is not adopted.*

HF 718 and SF 2472 change Iowa's property tax system and limit the revenue available to local governments. The new homestead exemption reduces property taxes for qualifying homeowners, while the same legislation reduces or constrains the revenue Newton uses to pay for City services. A franchise fee is one option for replacing part of that lost General Fund revenue.

THE PLANNING GAP

City staff estimate an FY28 General Fund shortfall of approximately \$679,756, with approximately \$684,921 in potential first-year reductions identified to close it. Additional reductions of roughly \$300,000–\$400,000 could be needed in each year after that.

### POTENTIAL FY28 REDUCTIONS IDENTIFIED BY CITY STAFF

| Estimated Savings | Potential Reduction                                                 |
|-------------------|---------------------------------------------------------------------|
| \$100,000         | Close Maytag Pool                                                   |
| \$111,600         | Close the Library Mondays and Tuesdays                              |
| \$65,000          | Turn off water at the Splash Pad                                    |
| \$115,000         | Reduce marketing and tourism efforts                                |
| \$100,000         | Eliminate funding to YMCA, United Way, RSVP and NDC                 |
| \$35,321          | Eliminate HIRTA public transportation funding                       |
| \$12,500          | Eliminate General Fund employee travel for conferences and training |
| \$22,500          | Eliminate Get to Know Newton magazines                              |
| \$123,000         | Eliminate expected raises for non-union employees                   |

*Travel, magazines, and expected non-union raises together total approximately \$158,000. Combined with the other items above, City staff identify approximately \$684,921 in potential FY28 reductions.*

### POSSIBLE ADDITIONAL REDUCTIONS IN FY29–FY31

| FY29                                                                                                                                                                                                                                                                                            | FY30                                                                                                                                                                                                  | FY31                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Community service officers; Newton Fest, fireworks, and summer concerts; identified parks and softball complex; City mowing of parks and fields; police staffing and specialized investigations, including the officer who investigates crimes against children; Building 18 in-person offices. | Further limit Library hours; eliminate planning staff and Parks and Recreation as separate functions; end Holiday Lights at Maytag; reduce firefighter staffing and identified out-of-town transfers. | Further reduce police and fire positions, potentially affecting response times; close the Newton Public Library. |

### OTHER COST-MANAGEMENT APPROACHES TO EVALUATE

The City will continue reviewing vacancies, purchasing, contracts, partnerships, user fees, operating hours, capital timing, asset sales, and service-delivery methods. For each option, staff will show recurring savings, one-time implementation cost, service effect, legal limits, and expected duration. Reserves are best used for temporary or one-time needs, not recurring operations.

PUBLIC PROCESS AND CONTEXT

These are staff-identified planning scenarios, not adopted cuts. The City Council will decide on spending through the public budget process. Effects vary by household and business usage. Official City estimates and adopted terms will control the final outcome.

Here is how Newton's property tax rate compares to similar cities:

| FY27 Tax Levies / Franchise Fees |               |               |           |               |               |
|----------------------------------|---------------|---------------|-----------|---------------|---------------|
| City                             | FY27 Tax Levy | Franchise Fee | City      | FY27 Tax Levy | Franchise Fee |
| Ottumwa                          | 21.00928      | Yes           | Muscatine | 16.17331      | Yes           |
| Fort Dodge                       | 20.89458      | No            | Boone     | 15.12578      | Yes           |
| Fort Madison                     | 18.84186      | Yes           | Oskaloosa | 14.47234      | Yes           |
| Newton                           | 17.10000      | No            | Indianola | 13.32571      | Yes           |
| Marshalltown*                    | 16.25000      | No            |           |               |               |

## City of Newton Council Report



### Item:

Second Consideration of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

### Summary:

First Consideration of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

### Financial Impact:

**Report Number:** 2026-295

### Date:

July 20, 2026

### Lead Department:

Administration

### Recommendation:

Approve

This ordinance approves an agreement with Black Hills Energy to adopt a 2% franchise fee, (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, a 4% franchise fee, effective on July 1, 2027, and a 5% franchise fee, effective on July 1, 2028. In FY27, less than \$33,350 in new revenue would be expected. In FY28, no more than \$181,700 in new revenue would be expected, and in FY29 (and continuing every year thereafter), approximately \$239,700 in new revenue would be expected. The initial franchise fee for Black Hills Energy would be an approximate \$0.38/month on the average resident's utility bill. In FY28, it would be approximately \$1.13 (the initial \$0.38 plus an additional \$0.75) on average per month, and in FY29 and moving forward, it would be approximately \$1.50 (the \$1.13 from FY28 plus an additional \$0.37) on average per month. Due to substantial property tax reductions starting in FY28, this new revenue stream is necessary to avoid significant reductions in services currently provided to residents by the City of Newton, especially in the areas of Parks & Rec, the Newton Public Library, Police and Fire.

### Background:

While more than 270 other cities in the State of Iowa have already adopted franchise fees, the City of Newton has not yet established franchise fees on energy providers. These fees are only now necessary in the City of Newton due to the recent passage of HF 718 and SF 2472 by the Iowa State Legislature, which limits the amount of property taxes the City can collect and use to provide services that Newton residents want in our community. In order to institute this fee with Black Hills Energy, an ordinance must be approved that includes franchise fee language. The proposed franchise fees would be 2% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028. This new Legislation would significantly decrease the amount of property taxes available to the City, which the City uses to provide services to our residents. If a franchise fee is not adopted, the City of Newton will be forced to make considerable service reductions to the Newton Public Library, Parks & Rec, Police, Fire, Community Development, as well as economic development and administrative services currently being provided to Newton residents and businesses.

SF 2472 will significantly decrease the amount of property taxes available to the City, which the City uses to provide services to our residents. If a franchise fee is not adopted, the City of Newton will be forced to make considerable service reductions to the Newton Public Library, Parks & Rec, Police,

Fire, Community Development, as well as economic development and administrative services currently being provided to Newton residents and businesses.

The one-size-fits-all property tax reform legislation that was recently approved by the Iowa Legislature and signed into law by the Governor will impact each of the 937 cities in Iowa differently. Newton had a Fortune 500 company leave 20 years ago. Very few of the other 936 cities had this happen. (The only other examples found were Cedar Rapids, Des Moines and West Des Moines.) Coupled with the loss of the Machinery & Equipment (M&E) tax in Fiscal Year 2005-2006 (FY06), which cost the City \$818,078 in state shared revenues, Newton eliminated 15 positions, including seven public safety positions and completely eliminated funding for five of the seven partner organizations that were being funded at that time.

In response to the loss of Maytag and the M&E tax, the City of Newton reduced investments in the City for about 10 years. Very little was done to address failing streets and stormwater infrastructure. Parks and cemeteries were not adequately maintained. Equipment for all departments, including police and fire, was not replaced. Staffing was not adequate to provide the services that residents wanted. From 2000 to 2010, the City's population fell 2%. Total assessed property values in the City fell by 5% between FY13 and FY17. After being tired of nothing happening, residents elected new leadership that wanted to see positive things happen in the City.

For the last ten years, the City has restarted investment in our community, including infrastructure, parks, housing, and services. More streets have been improved in the last ten years than the previous 20+ years combined. Parks and cemeteries have been better maintained. New park amenities have been developed. Regular replacement of vehicles and equipment has been brought back to acceptable levels. During this same time, City Councils have pushed the organization to high levels of effectiveness and efficiency, eliminating middle management positions throughout the organization and reorganizing in a manner that reduced staffing inefficiencies to the fullest extent possible.

Investing in the community has paid off. The population increased in 2020 to its highest level ever, up 3.3% from the previous decade. Our D&D and nuisance programs have been extremely successful. As a result, new housing is being constructed throughout Newton and our curb appeal is at a very high level. Our downtown area is experiencing a renaissance and people are living downtown. Crime has been cut in half. Between FY17 and FY27, total assessed property values increased 77%. (Total taxable value growth has only increased an average of 2.64% annually between FY13 and FY27.) The Maytag Pool and the Newton Public Library have been renovated. We have a new Clubhouse at Westwood Golf Course, a new splash pad downtown, new pickleball and tennis courts, and a new dog park in Sunset Park. The Iowa Speedway is now hosting a Cup Race every year, and the City holds Newton Fest and July 4th events as well as a free summer concert series in Maytag Park. Young families and people of all ages are now seeing Newton as a desirable place to live and to visit. Newton has a lot of positive momentum right now, and we need to keep heading in the right direction.

Here are a few examples of how the City has cut costs and created efficiencies in recent years:

### **Overall Reductions:**

- In 1996, the City of Newton had 122 FTE's (full-time equivalents) not including WaterWorks which was recently placed under the management of the City Council by Newton voters. Today, the City of Newton has 122 FTE's not including WaterWorks, so **the City has the same number of employees today that we had 30 years ago**. Contrary to what some people frequently say

about bureaucracies – that they grow and grow and grow, this is not the case with the City of Newton, Iowa.

- These flat staffing levels which have been maintained over the last 30 years are in stark contrast to service demands which have risen at incredible levels over that same period of time. As just one example, the Newton Fire Department responds to **82% more calls** than they did just 15 years ago. All departments are doing more with less.
- The City is constantly working to identify any waste or lack of efficiency and eliminate it. The City is **organized more efficiently** and completing **much higher workloads** with **the same staffing levels** that we had 30 years ago.

### Administration:

- Moved from printed Council materials to electronic version, eliminating printing, paper, ink, delivery cost, and a lot of time,
- Started the Lean Process Improvement project for payroll in 2016 to streamline the Payroll Process by reducing errors and redundancy in checks and approvals, and increasing efficiency. The overarching goal is to reduce the total payroll process from 4 days to 1 day,
- Continue to look at Lean processes for other work tasks and duties in order to save time and money,
- Eliminated the ongoing internet cost at all of the outlying locations by utilizing the line of site dishes,
- Eliminated the printing of the City Code by utilizing digital code via the City's website,
- Moved the phone system from individual costs per line from Windstream to VOIP with American Business Phones,
- The Safety Committee continues to review Work Comp claims and works with departments to reduce incidents which has contributed to our continual decreasing our experience Mod factor (a multiplier used to calculate your workers' compensation premium), which keeps our rates from increasing,
- Worked with T-Mobile to switch cellular plans saving over \$800 per month and switched internet service saving \$170 per month (2024),
- Switched to Self-Funding for medical and dental coverage due to the continued group rate increases,
- Restructured seasonal staffing to avoid questionable unemployment claims, and
- Recruit new employees at lower initial pay ranges, with the opportunity for salary increases based on demonstrated performance and contributions.

### Police:

- Restructured the Police supervisory staff (eliminated Deputy Chief and one Lieutenant position; eliminated one Admin. Supervisory position; created three lower-salaried Sgt. positions to replace two Lieutenant positions),
- Eliminated civilian Evidence Technician position and redistributed job tasks amongst current staff,
- Brought animal control in-house to control costs and increase level of service,
- Implemented digital evidence, training, scheduling and record-keeping software to improve efficiency,
- Created Code Enforcement Division bringing increased level of service and efficiency to code enforcement operations city-wide, and

- Utilize lower salary summer interns to assist with code enforcement work in lieu of hiring another part-time or full-time position.

## **Fire:**

- Currently operating with two fewer firefighters (8/7/7) than previous staffing levels. The Newton Fire Department has been historically staffed at eight people per each of our three shifts. Since the early 2000s, the department has not been staffed to that level. Staffing levels at eight (8/8/8) would allow for use of vacation, staffing to cover when out-of-town transfers are taking place, and when the Department is short-staffed due to turnover and the extensive time it takes to get an EMT trained up to the paramedic level (18 months),
- One line of administration/line staff was cut as the battalion chief positions were eliminated in the late 2000s, which pushed more of the operational work to administrative staff,
- In 2011, the department was staffed at 7-6-6 with the EMS coordinator/training officer and fire marshal assigned to 24-hour shifts. This was ineffective for administrative staff and they were pulled back off of 24-hour shifts to days (Mon-Fri), and
- In 2025 the Newton Fire Department responded to 3644 calls for service, which is an approximate 82% increase in call volume from the 2000 calls answered in 2011.

## **Public Works:**

- Transition from a combined Public Works Director/City Engineer to outsourcing professional engineering has saved an average of \$39,000 annually in general funds that would have gone to the director's salary,
- Creation of the Engineer Technician Trainee position has provided the flexibility in hiring entry-level employees interested in the engineering technician positions and saving money by not needing to match or exceed the wages of experienced technicians and by completing more engineering duties in-house,
- The use of wing plows that allow one Public Works operator to perform the work that used to require two trucks and two operators instead of one truck and one operator,
- Utilizing one Utilities staff member to complete One-Call utility locates – this work used to require two Public Works employees and one Water Works employee,
- Engineering has begun using robotic total stations and GPS, allowing one employee to complete work that used to require two employees, and
- Utilizing computer software across all areas of Public Works and online permitting to reduce administration time.

## **Parks:**

- Parks Director Position was eliminated upon retirement of Denny Slings; Parks was moved to Public Works and in lieu of a director position, an Administrative Superintendent position was established at a lower position on the City Pay Matrix,
- Going from 4.5 Parks Superintendents down to 2 Superintendents and 2 Groundskeepers in 2016-2017 establishing the current Superintendent and Assistant Superintendent model currently in place, which reduces salary expenses,



- Contracted out mowing at Parks in summer; partnered with IA Dept of Corrections for weed whipping at Union Cemetery, and
- Reorganized concessions and entry into Maytag Pool to reduce the number of employees needed to operate that facility.

### **Community Development:**

- Eliminated Economic Development Director position,
- Reduced funding to Newton Development Corporation (NDC),
- In 2022, reclassified the administrative specialist position (Range 5 on Pay Matrix) at Range 3,
- December 2023 - upon retirement of the Community Services Director, Community Services was folded into Community Development, resulting in one less Director position in the City,
- May 2024 - Retirement of Building Official; Administrative Assistant obtained Permit Technician Certification, received a modest Pay Range Increase, and the City engaged Veenstra & Kimm, Inc. (V&K) to provide consultant Building Inspection Services. The result is that Building Permit Fee Revenue now fully covers the cost of Building Inspectors (it didn't before) in addition to back-filling other operational costs for the Building Division,
- Upon resignation of Senior City Planner (2025), the then-City Planner was promoted to Senior City Planner at a lower step on the pay range, resulting in immediate cost savings; the City Planner position was then filled with an entry-level candidate, placed at a lower range and step than previous City Planner, resulting in immediate cost savings,
- By hiring the current Senior City Planner with Landscape Architect background, the City saves in consultant fees for the in-house preparation of basic renderings/plans,
- In 2025, City staff streamlined the Rental Inspection program to reduce required staff time for processing, and
- March 23, 2026: We transitioned all building and trade permits to online permitting and storage – no more paper printing, filing and storing.

### **Water Distribution:**

- Centralized Utility Locating - All city utility locating is now performed within the Water Distribution Division; this consolidation has improved coordination, reduced duplication of work, and lowered costs associated with contracting or managing multiple locating services (efficiency/cost savings),
- GPS Utility Mapping - The implementation of GPS mapping for city utilities has improved the accuracy and efficiency of locating infrastructure and estimating projects; this technology allows staff to plan work more effectively, reducing labor time and minimizing excavation errors,
- In-House Restoration Work - Street, sidewalk, and driveway restorations related to water distribution work are now completed by in-house staff rather than outside contractors; performing this work in-house significantly reduces project costs and allows repairs to be completed more quickly,
- In-House Installation of Radio Read Meters - Approximately 7,000 radio-read water meters are being installed by department staff instead of outside contractors; completing this work in-house provides substantial cost savings and will improve efficiency when reading meters in the future,
- Ally Remote Shutoff Meter Installation - The installation of Ally remote shutoff meters allows the department to remotely discontinue water service for accounts that fail to pay or tenants moving out of rentals; this technology reduces staff time, vehicle use, and labor associated with manual service shutoffs and restorations, and

- Staff Position Not Replaced - Following a staff member's departure in Water Distribution, the position was not refilled; the department reorganized responsibilities among existing personnel, resulting in ongoing payroll savings while continuing to maintain operational coverage.

### **Utility Billing:**

- Bringing meter reading in-house, combining with administrative duties,
- Installing radio read meters, to eliminate manual meter reading,
- Installing ally meters to reduce manual repeat shut-offs,
- Accepting ACH payments, reducing Admin staff time,
- Accepting online bill pay, reducing Admin staff time,
- E-billing saving money on printing and postage,
- Over-the-phone credit card payments, enhancing services for customers, without increasing operating costs, and
- Utilizing software technology to increase efficiencies and reduce admin staff time for monthly Utility Billing.

### **Water Treatment:**

- Using a remote mower at the Central Pump Station to mow the banks on top of the structure is more efficient than staff mowing it by hand,
- Arranged shift work at the Water Treatment Plant to reduce overtime hours for operational demand,
- Adjusted hours of operation at the Treatment Plant to meet demand more efficiently,
- Changed every light fixture in all of the buildings at the Water Treatment Plant site to LED lighting to save on electric bills,
- The Telemetry and SCADA system was upgraded, which reduced the amount of labor for staff on reporting data and observing and controlling equipment operations,
- Entered into an "Interrupt Program" through the Alliant Energy to get an incentive discount on electric rates,
- Purchased equipment for staff to pull and service our wells, saving money on contracting it out, and
- Leveraging shared equipment, personnel, and expertise from other divisions within the Utilities Department has resulted in cost savings by reducing the need to contract out for various projects.

### **Water Pollution Control:**

- Elimination of Staff Chemist Position – Laboratory testing services have been outsourced to a local laboratory, reducing personnel and associated operational costs,
- Elimination of Electronic Technician Position – Electrical services are now outsourced as needed, lowering overall staffing expenses,
- Alliant Energy Interruptible Power Agreement – Participation in the interruptible energy program provides reduced energy rates and overall utility cost savings,
- Boiler System Installation Utilizing Methane and Natural Gas – Installation of a boiler system that utilizes a combination of plant-produced methane gas and natural gas to improve energy efficiency and reduce natural gas energy costs,

- Installation of Variable Frequency Drives (VFDs) on Plant Blowers – VFDs allow for more efficient aeration control, significantly reducing energy consumption,
- Installation of VFDs on Plant and Lift Station Pumps – Reduces energy usage, lowers operating costs, and minimizes mechanical wear caused by pump start-up stress,
- Routine Collection System Maintenance – Proactive maintenance has reduced the frequency of emergency call-outs and associated overtime expenses,
- Sludge Storage Tank Implementation – Provides operational flexibility and reduces chemical and labor costs associated with sludge dewatering,
- Sludge Hauling Contract – Contracted hauling services reduce internal labor requirements, overtime, fuel costs, and staff time,
- Restructuring of DNR-Required Weekend Coverage – Adjusted staffing schedules to meet regulatory requirements while reducing overtime and compensatory time,
- Sludge-to-Sludge Heat Exchanger Installation – Improves digester efficiency by recovering and utilizing heat from processed sludge to further heat sludge, lowering overall energy consumption, and
- Conversion to LED Lighting – Upgrading plant and lift station lighting to energy-efficient LED fixtures reduces electrical usage and maintenance costs.

## **Library:**

- Eliminated Assistant Library Director position,
- Eliminated a Page position (split some of the hours amongst current Pages) (\$5,000),
- Cut physical magazine subscriptions (available on Libby) (\$4,000),
- FY22 Cut Janitorial hours to Monday-Friday only, with cleaning in the morning,
- FY25 Cut OCLC Subscription and Inter-Library Loan lending nationally (\$6,000),
- FY26 Cut Postage and eliminated Postage Meter (\$3,000),
- FY23 Switched our Library Software through RFP Process, going from \$50,000 a year to \$20,000 per year,
- FY25 Replaced vestibule heaters with one new, energy efficient custom model,
- FY26 Replaced staff office windows for energy efficiency (Foundation funded),
- FY26 Put out a Wish Tree for the Holidays to make up money in our book budget as costs continue to rise,
- FY26 Switched primary book vendors for cost savings,
- FY25 Stopped using security measures at the library on all our materials (\$1,000 a year in security tape),
- FY25 Replaced Library Furnaces (energy efficiency),
- FY26 Locked outside outlets to prevent after-hours use and save on electric cost,
- FY26 Downsized contracted BDC Pest inspection from monthly to quarterly,
- FY25 Removed ancient generator and disconnected service, saving yearly maintenance,
- Re-formatted library landscaping to downsize need of landscaping, weed maintenance, and upkeep,
- Cross-training amongst part-time staff to fill in as needed across departments,
- LED Lighting Replacement,
- Removed Neon Lights,
- Replaced two residential A/C units and three residential Furnace Units to save on energy costs (cost assisted with rebates),
- Moved Building HVAC maintenance to every other month,
- Air Conditioner Replacement with Auto settings on Thermostat,
- Limited Equipment/Tech Replacement,

- Began emailing Overdue Reminders and no longer mailing cards to reduce postage costs,
- Increased card replacement fees,
- Eliminated three National newspaper subscriptions,
- Eliminating staff computer replacement. Only replacing Public Internet Workstations. This means less equipment for the rest of the city departments,
- Pushed all equipment replacement to four or five years instead of the previous replacement schedule of every three years,
- Postage budget limited to items being sent/returned to Academic or School Libraries and libraries out of state. State Library of Iowa instituted a van delivery service for ILL within state,
- Reduced FY2021 operating budget by \$31,572 from the FY2020 budget,
- Cut DVD budget in half and eliminated CD budget,
- Cut book budget by \$20,000 with no planned digital book purchases in FY21,
- Eliminated \$3,000 in magazines and newspapers subscriptions,
- Eliminated staff computer replacement and microfilm replacement,
- Eliminated all Staff Development/training funds except mileage for meetings,
- Scaled back our book processing supplies and limited our contracted IT hours,
- Changed a vacated Circulation full-time position to two part-time positions,
- Eliminated a 15-hour per week Page position,
- Changed a vacated 34/hour per week position to a lower range and hired from within the Library department,
- Left vacated part-time circulation position open,
- Removed circulation and cataloging part-time staff from city salary scale and capped their wages (five positions),
- Removed benefits and PTO from part-time circulation and cataloging staff positions,
- Capped all other hourly staff wages (three library page positions),
- Cross-trained Pages to work the back-end of Circulation to minimize extra hours of circulation staff,
- Removed Library Board's three-person in building rule to minimize staff needed to open and close the building (two people from 6:00-8:00 p.m.). Minimized staff needed on weekends and for extra hours,
- Agreed to adjust job descriptions and reclassify jobs to a lower city range when the positions are vacated voluntarily, and
- Reduced FY2021 salary budget by \$56,118 from the FY2020 budget for an overall library budget cut of \$87,690 before current staff salary and benefit increases.

The bottom line is that Newton is an extremely lean organization. Any reductions to our budget will necessarily translate to reductions in services to our residents. In addition to losing quality-of-life services such as those provided by Parks & Rec and the Newton Public Library, public safety and community development services would also be impacted. Here are some potential consequences in the case a franchise fee is not adopted:

- Increased crime rates, which have been cut in half over the last 10 years,
- Decreased curb appeal in the City,
- Longer response times from Police and Fire,
- Elimination of Police Investigations Division, which has successfully brought charges against criminals who seek to sexually abuse children, beginning with enticement on the internet,
- Reduction in hours or eventually even the potential closure of the Newton Public Library,
- Reduction in services and potential closure of parks in Newton,
- Potential closure of the Maytag Pool,

- Decrease in property values throughout the community,
- Businesses that may have considered Newton as a new home or a place to expand will locate elsewhere, in cities or states that provide quality-of-life and public safety services to their citizens,
- Slowdown in housing development, and
- Future population loss for the City, which will reduce the revenue available to the City, with which services are provided to our residents.

The average amount of monthly savings for residents due to just the property tax exemption portion of SF 2472 will be \$16/month. As has been previously discussed, residents with homes above the average valuation will save more. For instance, a homeowner with a \$300,000 home will save about \$31/month and a homeowner with a \$450,000 home will save about \$50/month. While that sounds great, the City relies on property taxes to pay for police, fire, parks, library and more essential services.

The City of Newton either needs to reduce services or find some additional revenue. The most reasonable revenue option, which has already been adopted by over 270 other cities and nearly all cities comparable to Newton, is the franchise fee. The initial franchise fee for Black Hills Energy would be an approximate \$0.38/month on the average resident's utility bill. In FY28, it would be approximately \$1.13 (the initial \$0.38 plus an additional \$0.75) on average per month, and in FY29 and moving forward, it would be approximately \$1.50 (the \$1.13 from FY28 plus an additional \$0.37) on average per month. If Newton enables a franchise fee, it would allow the City to continue providing the same level of services that we are currently providing and will also allow us to utilize some general funds to purchase some capital equipment, therefore reducing bonding for that purpose.

## **Recommendation:**

### Alternative Options:

**Option 1** - Council could approve franchise fees as proposed by 2% (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, a 4% franchise fee, effective on July 1, 2027, and a 5% franchise fee, effective on July 1, 2028.

**Option 2** - Council could approve franchise fees by 5% (effective when implemented, roughly 4-6 months after adoption).

**Option 3** - Council could approve franchise fees as proposed by 2% (effective when implemented, roughly 4-6 months after adoption) until June 30, 2027, and a 4% franchise fee, effective on July 1, 2027, but not take the step at the current time to implement a franchise fee at 5%.

**Option 4** - Council could reject franchise fees and start making plans to cut an approximate \$679,756 from the FY28 budget, which would result in substantial service reductions in Police, Fire, Community Development, Administration, Parks & Rec, and at the Newton Public Library, keeping in mind that additional reductions would be needed as well in future annual budgets (in FY29 and beyond).

City staff recommends approval of Option 1, an ordinance granting Alliant Energy a 25-year non-exclusive electric franchise agreement that includes a franchise fee of 2% (effective when

implemented, roughly 4-6 months after adoption) until June 30, 2027, a 4% franchise fee, effective on July 1, 2027, and a 5% franchise fee, effective on July 1, 2028.

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

Matt Muckler, City Administrator

**Ordinance No. \_\_\_\_\_**

**An ordinance establishing a franchise fee on Energy Providers operating in  
the City of Newton, Iowa**

Be it ordained by the City of Newton, Iowa:

Section 1. The City of Newton, Iowa, (hereinafter referred to as the “Municipality”) hereby establishes a franchise fee on every natural gas or electric company and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing a natural gas or electric plant or system and/or generating, manufacturing, selling, distributing or transporting natural gas or electric (hereinafter referred to, collectively, as “Energy Providers,” each, individually, an “Energy Provider”). Energy Providers shall collect from their customers located within the corporate limits of the Municipality as depicted on the Map (as defined below) and pay to the City an amount equal to Two percent (2%) of gross receipts Energy Providers derive from the sale, distribution or transportation of natural gas or electric delivered within the present limits of the Municipality. The Energy Providers shall begin collecting the franchise fee upon the effective date of the required tax rider tariff as approved by the Iowa Utilities Commission; provided, however, that such fee shall increase to four percent (4%) effective July 1, 2027; and to five percent (5%) effective July 1, 2028. The Energy Providers shall begin collecting the franchise fee increases upon the effective date of the required tax rider tariff as approved by the Iowa Utilities Commission. Gross receipts as used herein are revenues received from the sale, distribution or transportation of natural gas or electric, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

Section 2. The amount paid by Energy Providers shall be in lieu of, and Energy Providers shall be exempt from, all other fees, charges, taxes or assessments which the Municipality may impose for the privilege of doing business within the Municipality, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Municipality imposes any such fee, charge, tax or assessment, the payment to be made by Energy Providers in accordance with this Ordinance shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Energy Providers. Ad valorem property taxes imposed generally upon all real and personal property within the Municipality shall not be deemed to affect Energy Providers’ obligations under this Ordinance.

Section 3. Energy Providers shall report and pay any amount payable under this Ordinance on a quarterly basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the City of Newton, Iowa, to an Energy Provider.

Section 4. Energy Providers shall list the franchise fee collected from customers as a separate item on bills for utility service issued to their customers. If at any time the Iowa

Utilities Commission or other authority having proper jurisdiction prohibits such recovery, Energy Providers will no longer be obligated to collect and pay the franchise fee until an alternate lawful franchise fee can be negotiated and implemented. With prior written approval of the City Council by resolution, Energy Providers may reduce the franchise fee payable for natural gas or electric delivered to a specific customer when such reduction is reasonably necessary to attract or retain business within the Municipality, provided such reduction is supported by documented economic development findings and implemented pursuant to a written agreement approved by the City Council.

Section 5. Within ten (10) days of the date of this ordinance, the Municipality shall provide the Energy Providers with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Energy Providers in determining whether their customers reside within the Municipality's corporate limits. The Map along with Energy Provider's Geographic Information System ("GIS") mapping information shall serve as the sole basis for determining Energy Provider's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Municipality's corporate limits are changed by annexation or otherwise, it shall be the Municipality's sole responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Energy Providers. An Energy Provider's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area, or (b) such time after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area as is reasonably necessary for such Energy Provider to identify the customers in the annexed area obligated to pay the franchise fee.

Section 6. The City shall provide copies of annexation ordinances to Energy Providers on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the city as set forth in Section 4 above.

Section 7. The Municipality shall have access to and the right to examine, during normal business hours, Energy Provider's books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that the Municipality shall not exercise such right more than twice per calendar year. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by an Energy Provider shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by an Energy Provider shall be deducted from the next payment of such franchise fee due by such Energy Provider to the Municipality. Neither party shall have the obligation to correct a mistake that is discovered more than three (3) years after the occurrence thereof.

Section 8. Any and all Ordinances or portions thereof which are in conflict herewith are hereby repealed.

Section 9. This Ordinance shall take effect and be in force from and after its passage and publication according to law.



Section 10. Passed and approved by the city council of the City of Newton, Iowa, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Randy J. Ervin

Attest:

\_\_\_\_\_  
Clerk of City of Newton, Iowa

## UNDERSTANDING NEWTON'S FINANCIAL FUTURE

### ESTIMATE YOUR HOUSEHOLD IMPACT

Newton is considering a franchise fee, something 270 other Iowa cities already have. The Iowa Legislature recently passed two laws, HF 718 and SF 2472, that limit how much property tax the City can collect. That tax money pays for services residents rely on.

Here's what the change could mean for an average Newton home, valued at \$207,715. Starting in FY28, the new homestead exemption would save that homeowner about \$16.65 a month on property taxes. Once a 5% franchise fee is fully in place in FY29, it would add about \$6 a month to an average Alliant Energy bill, or \$1.50 a month with Black Hills Energy.

| Gross Assessed Value of Home | Monthly Property Tax Savings | Franchise Fee Increase Total | Savings |
|------------------------------|------------------------------|------------------------------|---------|
| \$ 207,715                   | \$ 16.65                     | \$ 7.50                      | \$ 9.15 |

Here is how the fee would actually affect real homes in Newton, again factoring in the property tax savings from the new homestead exemption:

| Gross Assessed Value of Home | Monthly Property Tax Savings | Franchise Fee Increase Total | Savings   | Year House Was Built |
|------------------------------|------------------------------|------------------------------|-----------|----------------------|
| \$67,820                     | \$2.16                       | \$7.17                       | \$(5.01)  | 1926                 |
| \$76,670                     | \$2.16                       | \$6.99                       | \$(4.83)  | 1900                 |
| \$116,330                    | \$2.22                       | \$4.50                       | \$(2.28)  | 1925                 |
| \$125,460                    | \$3.66                       | \$14.00                      | \$(10.34) | 1920                 |
| \$131,890                    | \$4.68                       | \$6.42                       | \$(1.74)  | 1950                 |
| \$138,510                    | \$5.72                       | \$9.73                       | \$(4.01)  | 1929                 |
| \$149,390                    | \$7.44                       | \$4.88                       | \$2.56    | 1988                 |
| \$174,850                    | \$11.46                      | \$13.77                      | \$(2.31)  | 1920                 |
| \$179,210                    | \$12.15                      | \$4.73                       | \$7.42    | 1963                 |
| \$201,020                    | \$15.59                      | \$13.13                      | \$2.46    | 1976                 |
| \$201,750                    | \$15.71                      | \$11.56                      | \$4.15    | 1963                 |
| \$203,670                    | \$16.01                      | \$10.25                      | \$5.76    | 1910                 |
| \$204,400                    | \$16.12                      | \$10.88                      | \$5.24    | 1978                 |
| \$229,450                    | \$20.08                      | \$6.37                       | \$13.70   | 2024                 |
| \$247,290                    | \$22.89                      | \$6.58                       | \$16.31   | 1960                 |
| \$257,480                    | \$24.50                      | \$14.00                      | \$10.50   | 1959                 |
| \$274,300                    | \$27.16                      | \$12.95                      | \$14.21   | 1949                 |
| \$292,080                    | \$29.96                      | \$5.44                       | \$24.52   | 2020                 |
| \$296,470                    | \$30.66                      | \$8.29                       | \$22.37   | 1962                 |
| \$303,500                    | \$31.77                      | \$14.52                      | \$17.25   | 1964                 |
| \$336,060                    | \$36.91                      | \$10.12                      | \$26.79   | 2003                 |
| \$350,350                    | \$39.16                      | \$12.40                      | \$26.76   | 1977                 |
| \$355,730                    | \$40.01                      | \$11.76                      | \$28.25   | 2005                 |
| \$398,280                    | \$46.73                      | \$11.60                      | \$35.13   | 1993                 |
| \$403,980                    | \$50.42                      | \$12.92                      | \$37.50   | 2006                 |
| \$420,100                    | \$50.42                      | \$7.20                       | \$43.22   | 1989                 |

Notes: The monthly property tax savings would begin in FY28. This only reflects the savings from the part of SF 2472 that converts the homestead credit into a homestead exemption. It does not include savings from the military exemption, the 65+ exemption, the 2% cap, lost state backfill, or the Business Property Tax Credit. The franchise fee amount shown is the full 5% fee, which would take effect in FY29.

### ESTIMATE YOUR OWN UTILITY IMPACT

Property tax savings and franchise fee costs are calculated separately. Property tax savings are based on your home's assessed value. A franchise fee applies to your eligible electric and natural gas charges.

| Combined Monthly Electric + Gas Charges | At 2% Fee | At 4% Fee | At 5% Fee |
|-----------------------------------------|-----------|-----------|-----------|
| \$100                                   | \$1       | \$3       | \$4       |
| \$200                                   | \$2       | \$6       | \$8       |
| \$300                                   | \$3       | \$9       | \$12      |

To estimate your own change: multiply your combined eligible monthly electric and gas charges by the franchise fee rate, then subtract 1% (this accounts for the existing 1% local-option sales tax that the franchise fee would replace on the same utility charges).  
*Important: Actual results vary by household and business. Property tax examples exclude military, age-based, and other exemptions; the 2% cap; backfill changes; and Business Property Tax Credit changes. Use your official tax statement and utility bills for an exact comparison.*

## WHY NEWTON IS DISCUSSING THIS

*Financial context and potential service reductions if replacement revenue is not adopted.*

HF 718 and SF 2472 change Iowa's property tax system and limit the revenue available to local governments. The new homestead exemption reduces property taxes for qualifying homeowners, while the same legislation reduces or constrains the revenue Newton uses to pay for City services. A franchise fee is one option for replacing part of that lost General Fund revenue.

### THE PLANNING GAP

City staff estimate an FY28 General Fund shortfall of approximately \$679,756, with approximately \$684,921 in potential first-year reductions identified to close it. Additional reductions of roughly \$300,000–\$400,000 could be needed in each year after that.

### POTENTIAL FY28 REDUCTIONS IDENTIFIED BY CITY STAFF

| Estimated Savings | Potential Reduction                                                 |
|-------------------|---------------------------------------------------------------------|
| \$100,000         | Close Maytag Pool                                                   |
| \$111,600         | Close the Library Mondays and Tuesdays                              |
| \$65,000          | Turn off water at the Splash Pad                                    |
| \$115,000         | Reduce marketing and tourism efforts                                |
| \$100,000         | Eliminate funding to YMCA, United Way, RSVP and NDC                 |
| \$35,321          | Eliminate HIRTA public transportation funding                       |
| \$12,500          | Eliminate General Fund employee travel for conferences and training |
| \$22,500          | Eliminate Get to Know Newton magazines                              |
| \$123,000         | Eliminate expected raises for non-union employees                   |

*Travel, magazines, and expected non-union raises together total approximately \$158,000. Combined with the other items above, City staff identify approximately \$684,921 in potential FY28 reductions.*

### POSSIBLE ADDITIONAL REDUCTIONS IN FY29–FY31

| FY29                                                                                                                                                                                                                                                                                            | FY30                                                                                                                                                                                                  | FY31                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Community service officers; Newton Fest, fireworks, and summer concerts; identified parks and softball complex; City mowing of parks and fields; police staffing and specialized investigations, including the officer who investigates crimes against children; Building 18 in-person offices. | Further limit Library hours; eliminate planning staff and Parks and Recreation as separate functions; end Holiday Lights at Maytag; reduce firefighter staffing and identified out-of-town transfers. | Further reduce police and fire positions, potentially affecting response times; close the Newton Public Library. |

### OTHER COST-MANAGEMENT APPROACHES TO EVALUATE

The City will continue reviewing vacancies, purchasing, contracts, partnerships, user fees, operating hours, capital timing, asset sales, and service-delivery methods. For each option, staff will show recurring savings, one-time implementation cost, service effect, legal limits, and expected duration. Reserves are best used for temporary or one-time needs, not recurring operations.

### PUBLIC PROCESS AND CONTEXT

These are staff-identified planning scenarios, not adopted cuts. The City Council will decide on spending through the public budget process. Effects vary by household and business usage. Official City estimates and adopted terms will control the final outcome.

Here is how Newton's property tax rate compares to similar cities:

| FY27 Tax Levies / Franchise Fees |               |               |           |               |               |
|----------------------------------|---------------|---------------|-----------|---------------|---------------|
| City                             | FY27 Tax Levy | Franchise Fee | City      | FY27 Tax Levy | Franchise Fee |
| Ottumwa                          | 21.00928      | Yes           | Muscatine | 16.17331      | Yes           |
| Fort Dodge                       | 20.89458      | No            | Boone     | 15.12578      | Yes           |
| Fort Madison                     | 18.84186      | Yes           | Oskaloosa | 14.47234      | Yes           |
| Newton                           | 17.10000      | No            | Indianola | 13.32571      | Yes           |
| Marshalltown*                    | 16.25000      | No            |           |               |               |

## City of Newton Council Report

**Item:**

Second Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title III, Chapter 30, Section 30.036, "Powers & Duties"; Title III, Chapter 35, Section 35.11, "Change Orders & Contracts"; and Title III, Chapter 35, Section 35.12, "Emergency Purchases"

**Summary:**

Change Orders and Contract Execution Authority

**Financial Impact:**

None

**Report Number:** 2026-662

**Date:**

July 20, 2026

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

The proposed ordinance amendments update provisions related to contract execution authority, change orders, and emergency purchases. The amendments would increase the authorization limits for certain contracts and change orders that may be approved by the City Administrator, designee, and department directors while maintaining Council oversight for larger expenditures.

The changes are intended to provide additional flexibility for routine project adjustments and purchases that do not require Council action. Increasing administrative authority could reduce delays, allow staff to respond more quickly to project needs, and help keep projects moving while remaining within approved budgets and established parameters.

The proposed language also aligns with industry practices, including SUDAS Sections 1.1040.1.07 and 1.1090.1.04 regarding change orders and payment for change orders. These provisions recognize the need for timely decisions during construction projects when adjustments or unforeseen conditions arise.

City staff is open to authorization amounts determined by the City Council. The goal is to balance appropriate financial controls with the ability to efficiently manage projects and avoid unnecessary delays.

**Recommendation:**

Staff recommends approval.

Matt Muckler, City Administrator

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025, TITLE III, CHAPTER 30, SECTION 30.036, "POWERS & DUTIES"; TITLE III, CHAPTER 35, SECTION 35.11, "CHANGE ORDERS & CONTRACTS"; AND TITLE III, CHAPTER 35, SECTION 35.12, "EMERGENCY PURCHASES".**

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

**Section 1.** The Code of Ordinances, City of Newton, Iowa, 2025, Title III, Section 30.063, Section 35.11, and Section 35.12.

**§ 30.036 POWERS AND DUTIES.**

The powers and duties of the Council shall include, but are not limited to, the following:

(A) General. All powers of the city are vested in the Council, except as otherwise provided for by law or ordinance.

(B) Wards. By ordinance, the Council may divide the city into wards based upon population, change the boundaries of wards, eliminate wards or create new wards.

(C) Fiscal authority. The Council shall apportion and appropriate all funds and audit and allow all bills, accounts, payrolls and claims, and order payment thereof. It shall make all assessments for the cost of street improvements, sidewalks, sewers and other work, improvement or repairs which may be specially assessed.

(D) Public improvements. The Council shall make all orders for the doing of work, or the making or construction of any improvements, bridges or buildings.

(E) Contracts. Except as provided in § 35.11, the Council shall make or authorize the making of all contracts and no contract shall bind or be obligatory upon the city unless either made by ordinance or resolution adopted by the Council, or reduced to writing and approved by the Council, or expressly authorized by ordinance or resolution adopted by the Council.

**§ 35.11 CHANGE ORDERS AND CONTRACTS UP TO \$~~10,000~~30,000.**

Pursuant to § 30.036 of this chapter, the City Administrator, or the City Administrator's designee, shall have the authority to execute any contract change order and any contract for the purchase of goods or services up to \$~~10,000~~30,000 or when the cumulative total of change orders is at or below the awarded contract amount previously approved by the Council; ~~except that,~~ City Council approval is required for ~~unbudgeted~~ purchases over said amount, \$10,000, and any such change order or contract shall bind and be obligatory upon the city. The aggregate dollar amount of all change orders executed by the City Administrator, or the City Administrator's designee, with respect to any single contract shall not exceed the project's total contract amount by more than 10%.

(A) Oral Orders. The Engineer or designee shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.

(B) Department Directors or their designee shall have authority to approve change orders and contracts up to \$10,000, or when the cumulative total of change orders is at or below the awarded contract amount previously approved by the Council.

(C) Project Quantity Changes. The City Administrator may approve project quantity changes amounting to 20% or less of the total bid for an item at the contracted unit price. These project quantity changes shall be formally approved during the project's final acceptance.

(D) Change Orders Exceeding 20%. Change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work by greater than 20% shall be subject to formal approval by the jurisdiction. However, the City Administrator may, in the case of an emergency endangering life or property, orally authorize such a change order without formal approval by the

jurisdiction, but shall seek such approval within 48 hours. The Contractor may complete such work prior to formal approval, with the understanding that they do so at their own risk.

(2011 Code, § 1.0413) (Ord. 2384, passed 9-8-2020)

§ 35.12 EMERGENCY PURCHASES;~~OPEN MARKET PURCHASES.~~

(A) Definition. An EMERGENCY shall be defined as any event which jeopardizes the life, health, safety or convenience of citizens. In the event of an emergency, the purchase of supplies, materials, equipment or labor shall be made immediately without the opportunity for approval. The City Administrator shall authorize the department director to make the necessary purchases in excess of the amounts established in § 35.11 of this chapter.

(B) Contracts. In the event of an emergency, the department director shall make every attempt to contact the City Administrator and apprise the City Administrator of the necessary purchase prior to the purchase actually being made. In the absence of the City Administrator, the department director shall make every attempt to contact the ~~City Treasurer~~Finance Officer prior to the purchase actually being made. In their absence, the department director shall make every attempt to contact the Mayor prior to the purchase actually being made. The department director shall use discretion in utilizing emergency purchase procedures depending on the nature of the emergency.

(C) Report. The department director shall submit a report to the City Administrator documenting the circumstances of the emergency purchase as soon as possible after the emergency has ended and this report will be submitted to the Mayor and City Council.

(2011 Code, § 1.0414) (Ord. 2384, passed 9-8-2020)

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

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

**Section 4. Effective.** This ordinance shall be effective on \_\_\_\_\_, 2026, after the final passage, approval and publication as provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2026 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the \_\_\_\_ day of \_\_\_\_\_, 2026.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

**RESOLUTION NO 2026 - \_\_\_\_\_**

**RESOLUTION EXPRESSING THE CITY COUNCIL'S INTENT TO  
REVIEW THE NECESSITY OF ELECTRIC AND NATURAL GAS  
FRANCHISE FEES THREE YEARS FOLLOWING THE INITIAL  
RECEIPT OF FRANCHISE FEE REVENUE**

**WHEREAS**, the City Council will be considering the adoption of franchise fees on electric and natural gas providers in response to significant changes in Iowa's property tax system that are expected to substantially reduce property tax revenues available to cities; and

**WHEREAS**, the City Council recognizes that the proposed franchise fees are intended to help maintain essential municipal services, including public safety, parks and recreation, library services, community development, and other services relied upon by the residents of Newton; and

**WHEREAS**, the City Council further recognizes that state laws governing property taxation, state funding formulas, and other municipal revenue sources may change in the future; and

**WHEREAS**, the City Council believes it is in the best interest of the community to periodically evaluate whether the franchise fees remain necessary in light of future legislative actions, changes in municipal finances, and the City's long-term fiscal condition; and

**WHEREAS**, it is the intent of the City Council that, if the franchise fees are adopted, they not continue indefinitely without a future review of their continued necessity.

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF NEWTON, IOWA, that:

1. If the City Council adopts franchise fees on electric and natural gas providers, the City Council intends to conduct a comprehensive review of the franchise fees approximately three (3) years following the City's receipt of the first franchise fee payment from the utility providers.
2. The review shall include, but not be limited to:
  - The financial impacts of state property tax legislation on the City's revenues;
  - Any changes in state law affecting municipal finance or property taxation;
  - The City's overall financial condition and long-term sustainability;
  - The continued need for franchise fee revenue to maintain municipal services; and
  - Whether the franchise fee rates should remain unchanged, be modified, or be repealed.
3. Nothing in this Resolution shall obligate the City Council to continue, modify, or repeal the franchise fees following the review. Any future action regarding the franchise fees shall be taken after consideration of the information available at that time and in accordance with applicable law.
4. It is the intent of this Resolution to ensure that, should franchise fees be adopted, they are periodically evaluated in light of changing fiscal conditions and legislative actions so that future City Councils may make informed decisions that balance the delivery of essential public services with the financial impact on utility customers.

**PASSED** this \_\_\_\_\_ day of July 2026.

**APPROVED** this \_\_\_\_\_ day of July 2026.

ATTEST:

\_\_\_\_\_  
Randy J. Ervin, Mayor

\_\_\_\_\_  
Katrina A. Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution to approve contract with Indian Hills Community College for the 2026-2027 Newton Paramedic Training Program

**Summary:**

Resolution to provide in-house training in order for departmental staff to achieve their paramedic certification.

**Financial Impact:**

\$40,000 from the FY27 Fire Department Training and Contractual Services Budget and \$65,700 from the FY27 Equipment Reserve Fund

**Report Number:** 2026-740**Date:**

July 20, 2026

**Lead Department:**

Fire

**Recommendation:**

Approve

**Background:**

The Newton Fire Department is a very lean and efficient organization. Every firefighter is also trained to provide medical services, as approximately 90% of the calls to the Fire Department are medical emergencies, rather than fire calls. In addition, Newton firefighters are also trained to respond to calls involving hazardous materials and technical rescues including surface ice rescues, confined space rescues, vehicle extrications, building collapse rescues, rope rescues and trench rescues. This is not always the case with fire departments in larger cities, who might only respond to medical emergencies or fire calls.

Until 2018, the Newton Fire Department was historically staffed with all paramedic/firefighters, who are capable of responding to fire calls and providing Advanced Life Support (ALS) medical services, to include administering medications, intubating patients, and interpreting electrocardiograms. After 2018, an insufficient number of paramedics have applied for employment with the Newton Fire Department. Hiring practices have changed to allow for the hiring of an Emergency Medical Technician (EMT) instead of a paramedic. While an EMT offers vital pre-hospital care for individuals in medical emergencies, the services that they are trained to provide would be classified as Basic Life Support (BLS) medical services, and would include services such as CPR, wound care, and oxygen administration.

The Paramedic vs EMT distinction primarily lies in the depth and duration of training. EMT training involves approximately 120 to 150 hours of coursework, typically completed in a few months, while paramedic training is more comprehensive, requiring 1,200 to 1,800 hours of instruction over a year or more. Newton firefighters work 24-hour shifts, one day on, two days off. In 2018 and 2019, we never had more than one EMT per shift. The EMT would register and pay for their own paramedic training. If class time took place during their shift, they were allowed to travel to paramedic class, primarily in Des Moines, to attend training. After receiving their paramedic certification, the City would reimburse the firefighter/paramedic for the cost of their training.

Over the past few years, we have had to train more than three firefighters at once. Typically, we would send three firefighter/EMT's (one per shift) through paramedic school and then defer others until the next year. This has led to us having a large number of EMT's requiring paramedic certification. We currently have 10 EMT's that require paramedic certification. This presents the Newton Fire Department with a desperate need to hold a paramedic class in Newton.

Chief Jarrod Wellik has been working with Jasper County Emergency Management Agency Director



Jamey Robinson, who is also adjunct faculty with Indian Hills Community College, to find a way to get as many of our paramedics trained in a short timeframe and at a reasonable cost. Chief Wellik and Director Robinson have developed a proposal that would have Director Robinson teaching a paramedic class in Newton through Indian Hills Community College. Classes are allowed up to 12 students and our current plan would be to have 10 Newton firefighter/EMT's attend. Each student is required to have an institution polo shirt to identify them when completing clinicals and ride-time.

If approved by the City Council, the class would start no later than August 15, 2026, and would last for 11 months. This would mean that by the end of August 2027 all 10 students would be certified. The cost of the program is \$10,500 per student plus the cost of one polo shirt.

The total cost of the program is \$105,700. Financially, this also makes good sense. Those completing the paramedic class in the past couple of years were reimbursed approximately \$15,000 through Mercy College of Medicine. The total for 10 students to attend Mercy College of Medicine would be \$150,000. The savings by conducting this class through Indian Hills Community College as compared to Mercy College of Medicine would be \$44,300.

The class will be finished in 11 months compared to 48 months to get all staff through over four years through conventional means. The intangible value is through crew morale. We have up to five students that live in or close to the City, and they would save the driving of going to Des Moines for all of the classes. Another value comes from having someone affiliated with our department leading the class. Some of our own medics will be assisting in teaching some of the classes. Finally, in one year, the Newton Fire Department would have seven additional firefighters (in addition to the three firefighters that would normally attend paramedic training within a given year) with their paramedic certification. That means they will be able to contribute at a higher level on a day-to-day basis, specifically on the nine medical calls per day to which the Fire Department responds.

All attendees would be required to sign a repayment contract, which would bind them to pay back 100% of the costs in the case they are unable to complete the class or if they left employment with the City of Newton within one year of paramedic certification. If they left in the second or third year, they would be required to pay back 50% and 35% of the cost of the program respectively.

The Newton Fire Department would commit 38% of the funding needed to fund this program from their current (FY27) budget: \$30,000 from their training budget and \$10,000 from their contractual services budget. The remainder needed is proposed to come from the FY27 Equipment Reserve Fund.

|                           |               |
|---------------------------|---------------|
| Total cost of the program | \$105,700     |
| Fire Dept. investment     | <u>40,000</u> |
| Needed Funds              | \$ 65,700     |

The Fire Department requests the \$65,700 come from the FY27 Equipment Reserve Fund comprised of unspent general funds from the previous year.

### **Recommendation:**

City Staff recommends Council approve the contract with Indian Hills Community College to complete the 2026-2027 Newton Paramedic Training Program in the amount of \$105,700. The funds to pay for this program will be allocated as follows: \$30,000 from Fire Training budget, \$10,000 from Fire Contractual Services, and \$65,700 from the FY27 Equipment Reserve fund.

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

Matt Muckler, City Administrator

**RESOLUTION NO. 2026-**

**RESOLUTION TO APPROVE CONTRACT WITH INDIAN HILLS COMMUNITY COLLEGE FOR THE 2026-2027 NEWTON PARAMEDIC TRAINING PROGRAM**

**WHEREAS**, the Fire Department has historically been staffed with paramedic level EMS service providers: and

**WHEREAS**, the Fire Department has sent as many as three EMS providers per year to attend training and with the current number of 10 EMS providers that need the training it would take four years to get them all through training; and

**WHEREAS**, an opportunity to host a paramedic training program in Newton which would provide for less travel for local EMS providers; and

**WHEREAS**, this opportunity would come with significant savings of time and money.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the contract with Indian Hills Community College of Ottumwa, Iowa for the delivery of the 2026-2027 Newton Paramedic Training program in the amount of \$105,700.

**BE IT FURTHER RESOLVED**, the total purchase of one-hundred five-thousand seven-hundred dollars (\$105,700) for the 2026-2027 Newton Paramedic Training program project, is hereby approved. The cost will be paid from the Fire Department Training budget (\$30,000), the Fire Department Contractual Services budget (\$10,000), and from the FY27 Equipment Reserve Fund (\$65,700).

**PASSED** this \_\_\_\_\_ day of July 2026.

**APPROVED** this \_\_\_\_\_ day of July 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution accepting Prairie Meadows Community Betterment Grant Awards and approving the grant agreements

**Summary:**

Resolution accepting Prairie Meadows Community Betterment Grant Awards and approving the grant agreements for fire department equipment and bleachers for the tennis courts.

**Financial Impact:**

Acceptance of funding. No local match required.

**Report Number:** 2026-764

**Date:**

July 20, 2026

**Lead Department:**

Fire

**Recommendation:**

Approve

**Background:**

Two grants were awarded to the City of Newton in the 2026 round. The purposes are to fund radio equipment for the City of Newton Fire Department and Community Development Department to purchase bleachers for the tennis courts. The total amount awarded to the Fire Department is up to \$26,066.25, and the total amount awarded to Community Development is up to \$10,000.00.

Fire Marshal Jacob Halferty worked on the grant on behalf of the Fire Department, and the City Engineer's Office (Bolton & Menk) prepared the grant application for the bleachers at the Aurora Park Tennis Courts.

**ABOUT PRAIRIE MEADOWS COMMUNITY BETTERMENT GRANT PROGRAM**

The Prairie Meadows Community Betterment Grant Program funds small-to-medium-sized projects by Iowa nonprofit organizations that improve the community through initiatives in arts and culture, economic development, education, and health and human services. Grants provide financial support for tangible projects, from furnishing an office for [affordable housing](#) to purchasing technology for [educational institutions](#), with the goal of making positive, lasting impacts on Iowans' lives.

**Key Aspects**

- **Purpose:** To improve the lives of people in their communities by funding impactful projects.
- **Grant Size:** Provides funding for small-to-medium sized projects, ranging up to \$99,999.
- **Eligibility:** Applicants must be Iowa-based, nonprofit, and tax-exempt organizations.

**Recommendation:**

City Staff recommends Council accept the Prairie Meadows Community Betterment grants in the amount of \$26,066.25 and \$10,000.00. It also approves the agreements for the same. The Fire Chief and Community Development Director or designees will work with the Prairie Meadows Community Betterment Grant program to work through the procurement process. There is no required local match.

Matt Muckler, City Administrator



**RESOLUTION NO. 2026 - \_\_\_\_\_**

**RESOLUTION ACCEPTING PRAIRIE MEADOWS COMMUNITY BETTERMENT  
GRANT AWARDS AND APPROVING THE GRANT AGREEMENTS**

**WHEREAS**, the Fire Department provides fire and emergency medical services to the citizens of Newton and Jasper County; and

**WHEREAS**, the Fire Department was recently awarded a grant from the Prairie Meadows Community Betterment grant program for the purchase of radio equipment; and

**WHEREAS**, this equipment provides increased safety to provide services for Fire Department staff; and

**WHEREAS**, the Community Development Department provides community amenities that support a high-quality of life within the community; and

**WHEREAS**, the Community Development Department, through the Parks Division, was recently awarded a grant from the Prairie Meadows Community Betterment grant program to support park amenities, specifically the purchase of bleachers for the new tennis courts;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, to accept the Prairie Meadows Community Betterment grant award in the amount of \$26,066.25 for the Fire Department and \$10,000.00 for the Community Development Department and approve the associated agreements with Prairie Meadows Community Betterment grant program.

**PASSED** this \_\_\_\_\_ day of July 2026.

**APPROVED** this \_\_\_\_\_ day of July 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## **2026 Community Betterment Grant Agreement**

### **Community Betterment or Youth Sports and Recreational Grant Agreement**

As a condition of the Community Betterment or Youth Sports and Recreational Grant from Prairie Meadows to:

City of Newton Fire Department

in the amount of:

26066.2500

for the proposed project:

Portable Radio Update.

**the organization and undersigned agree to the following:**

- To receive grant disbursement, the grant recipient must complete and submit the required ACH enrollment form, including a voided check. If a voided check is not available, please provide a letter from your bank confirming the routing and account number. The letter should include a bank contact name and phone number. This is due no later than August 11, 2026.
- To use the grant award only as outlined in the approved Community Betterment or Youth Sports and Recreational Grant Application for the purposes related to the above stated project by September 1, 2027. Any modification to the project as originally presented in the Community Betterment or Youth Sports and Recreational Grant Application must be submitted in writing to Prairie Meadows for consideration.
- To repay any portion of the grant which is not used for the aboved stated project as detailed in the approved Community Betterment or Youth Sports and Recreational Grant Application.
- To complete the Grant Evaluation Report provided by Prairie Meadows. The report will include a complete statement of how the grant funds were spent, the number of people served and the objectives accomplished by the project. The report must be completed by October 1, 2027.

- To recognize and publicly thank Prairie Meadows for the Community Betterment or Youth Sports and Recreational Grant your organization received.
- To give Prairie Meadows 90 days prior written notice if there is a change in your organization's status as a tax-exempt entity as recognized by a determination letter from the Internal Revenue Service.
- To permit Prairie Meadows, at its request, to have complete access to the organizations files and records for the purpose of making such financial audits, verifications and investigations it deems necessary concerning the project and grant award.
- To not amend the organizations Articles of Incorporation or do anything that is inconsistent with the charitable purposes contained in the Articles of Incorporation.
- To not use a single portion of the grant for any personnel expenses for an employee of the organization, an employee of the governing organization and/or a grant writer.
- That the total amount of this grant or any payment thereof may be discontinued, modified or withheld at any time when, in the judgment of Prairie Meadows, such action is necessary to comply with the requirements of the law.

By typing my name and title in the box below, I acknowledge that this project has the support of the organization and its Board of Directors, as the project is a direct representation of the organization.

Name/Title \_\_\_\_\_

Randy J. Ervin, Mayor City of Newton

This document must be completed and submitted in order to receive your check. Failure to complete this document by the due date will result in a forfeit of the grant. Due Date: August 11, 2026  
8/11/2026





[Contact Us](#) | [Exit](#)

[ACH Form](#)   [Review My Grant Evaluation](#)

## **ACH Form**

[Printer Friendly Version](#) | [E-mail Draft](#)

♦ *Required before final submission*

Each year, all grant recipients must enroll in our ACH program to receive funds. Prairie Meadows partners with FIS Integrated Payables and Banker's Trust for this process.

**Please upload a single PDF that includes:**

- **Your completed ACH Form**
- **A voided check or a bank letter confirming your routing and account numbers (must include a bank contact name and phone number)**

This is a required step to fulfill your Legacy, Community Betterment or Youth Sports & Recreational Grant Agreement. Missing the deadline may delay or prevent your payment.

Allow up to 14 business days for your grant to be deposited. Note: Funds cannot be released until your Grant Award Agreement is submitted.

ACH Form is due on or before: August 11, 2026  
8/11/2026

To download a copy of the ACH Form [click here](#).

♦ Upload your ACH Form. Please note that you are only allowed to upload one document; therefore you must consolidate your documents into one file. PDF is the preferred file type.

No file chosen

♦ Preparers Name and Title

♦ E-mail Address

♦ Phone

If you need assistance or have questions about ACH, please contact the Prairie Meadows Community Relations office at [cbettermentgrants@prairiemeadows.com](mailto:cbettermentgrants@prairiemeadows.com).

Save & Finish Later

Review & Submit

## **2026 Community Betterment Grant Agreement**

### **Community Betterment or Youth Sports and Recreational Grant Agreement**

As a condition of the Community Betterment or Youth Sports and Recreational Grant from Prairie Meadows to:

City of Newton

in the amount of:

10000.0000

for the proposed project:

Newton Regional Outdoor Amenities

**the organization and undersigned agree to the following:**

- To receive grant disbursement, the grant recipient must complete and submit the required ACH enrollment form, including a voided check. If a voided check is not available, please provide a letter from your bank confirming the routing and account number. The letter should include a bank contact name and phone number. This is due no later than August 11, 2026.
- To use the grant award only as outlined in the approved Community Betterment or Youth Sports and Recreational Grant Application for the purposes related to the above stated project by September 1, 2027. Any modification to the project as originally presented in the Community Betterment or Youth Sports and Recreational Grant Application must be submitted in writing to Prairie Meadows for consideration.
- To repay any portion of the grant which is not used for the aboved stated project as detailed in the approved Community Betterment or Youth Sports and Recreational Grant Application.
- To complete the Grant Evaluation Report provided by Prairie Meadows. The report will include a complete statement of how the grant funds were spent, the number of people served and the objectives accomplished by the project. The report must be completed by October 1, 2027.

- To recognize and publicly thank Prairie Meadows for the Community Betterment or Youth Sports and Recreational Grant your organization received.
- To give Prairie Meadows 90 days prior written notice if there is a change in your organization's status as a tax-exempt entity as recognized by a determination letter from the Internal Revenue Service.
- To permit Prairie Meadows, at its request, to have complete access to the organizations files and records for the purpose of making such financial audits, verifications and investigations it deems necessary concerning the project and grant award.
- To not amend the organizations Articles of Incorporation or do anything that is inconsistent with the charitable purposes contained in the Articles of Incorporation.
- To not use a single portion of the grant for any personnel expenses for an employee of the organization, an employee of the governing organization and/or a grant writer.
- That the total amount of this grant or any payment thereof may be discontinued, modified or withheld at any time when, in the judgment of Prairie Meadows, such action is necessary to comply with the requirements of the law.

By typing my name and title in the box below, I acknowledge that this project has the support of the organization and its Board of Directors, as the project is a direct representation of the organization.

Name/Title \_\_\_\_\_

Randy J. Ervin, Mayor City of Newton

This document must be completed and submitted in order to receive your check. Failure to complete this document by the due date will result in a forfeit of the grant. Due Date: August 11, 2026

8/11/2026

## City of Newton Council Report

**Item:**

Resolution awarding a Contract For Application and Administration of Community Development Block Grant Upper Story Rehabilitation Program for 104 1st Avenue East

**Summary:**

Approving a contract with Mid-Iowa Planning Planning Alliance.

**Financial Impact:**

None; if awarded the grant will pay the \$20,000 consultant fee.

**Report Number:** 2026-778**Date:**

July 20, 2026

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

The upper story residential units at 104 1st Avenue East, Newton, Jasper County, Iowa have long been vacant and provide an opportunity to continue to grow the number of residential units in the downtown district.

Goldfinch Growth has purchased the upper-story residential units at 104 1<sup>st</sup> Avenue East for the purpose of rehabilitating them and making them available to be occupied. The developer is seeking outside funding assistance from the Community Development Block Grant (CDBG) Upper Story Rehabilitation Program for the project.

In accordance with program requirements, the city advertised an RFP for the CDBG consulting services, as directed by Resolution 2026-265. One response was received on 7/10/2026 from Mid-Iowa Planning Alliance.

The City of Newton is a member of the Mid-Iowa Planning Alliance. As such, the preparation of the application is at no cost to the City, since regular dues for membership are paid by the City. Should the grant be awarded, MIPA will provide grant administration for the program, which is a significant work task, for \$20,000.00. The fee will be paid for using awarded grant fund. If the grant is not awarded, there is no cost to the City.

**Recommendation:**

Staff recommends approval of contract to Mid Iowa Planning Alliance.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – \_\_\_\_\_

**RESOLUTION AWARDING A CONTRACT FOR APPLICATION  
AND ADMINISTRATION OF COMMUNITY DEVELOPMENT  
BLOCK GRANT UPPER STORY REHABILITATION PROGRAM  
FOR 104 1<sup>ST</sup> AVENUE EAST**

**WHEREAS**, the upper story residential units at 104 1<sup>st</sup> Avenue East, Newton, Jasper County, Iowa have long been vacant and provides an opportunity to continue to grow the number of residential units in the downtown district; and

**WHEREAS**, Goldfinch Growth has purchased the upper story residential units at 104 1<sup>st</sup> Avenue East for the purpose of rehabilitating them and making them available to be occupied; and

**WHEREAS**, Goldfinch Growth seeks outside funding assistance from the Community Development Block Grant (CDBG) Upper Story Rehabilitation Program for the project; and

**WHEREAS**, the City of Newton is required to serve as the applicant for said CDBG program;

**WHEREAS**, the City Council of Newton, Iowa approved a Request for Proposals (RFP) to be advertised on behalf of the City for the consulting services for CDBG Grant administration through Reso-2026-265; and

**WHEREAS**, the City of Newton is a member of the Mid Iowa Planning Alliance, which includes certain benefits at no additional cost to the city, including preparation of the grant application; and

**WHEREAS**, one response was received on July 10, 2026 from Mid Iowa Planning Alliance; and

**WHEREAS**, City staff has reviewed the response to the RFP received and evaluated the proposal using the evaluation criteria as established by Resolution 2026-265; and

**WHEREAS**, the \$20,000.00 contract fee for the application and administration of the CDBG Grant from Mid Iowa Planning Alliance of West Des Moines, Iowa, is determined to be the lowest responsive bid; and

**WHEREAS**, City staff recommends award of contract for the project; and

**WHEREAS**, staff recommends that the City award a contract for CDBG Grant administration to Mid Iowa Planning Alliance of West Des Moines, Iowa, for the Bid, contingent upon the award from IEDA; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newton, Iowa, that the proposal from Mid Iowa Planning Alliance of West Des Moines, Iowa, is hereby accepted for the purpose of applying for and administering CDBG funds, contingent upon the award from IEDA and that the Mayor and/or City Clerk is hereby authorized to execute the agreement/contract with Mid Iowa Planning Alliance; and

**BE IT FURTHER RESOLVED**, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the contract for the administration of said grant as awarded, subject to concurrence from the IEDA to Mid Iowa Planning Alliance of West Des Moines, Iowa, in the amount of Twenty Thousand dollars (\$20,000) to be paid for from Community Development Block Grant awarded funds, noting that if the grant is not awarded, no fee to Mid Iowa Planning Alliance is required.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to sign and submit an application for funding assistance for CDBG Upper Story Rehabilitation Program to the IEDA, noting that the developer, Goldfinch Growth, shall provide the required 10% match to the grant if awarded.

**PASSED** this \_\_\_\_ day of July, 2026.

**APPROVED** this \_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Randy J. Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

---

# AGREEMENT BETWEEN NEWTON, IOWA AND MID-IOWA PLANNING ALLIANCE FOR PROFESSIONAL SERVICES

---

This is AN AGREEMENT made as of the \_\_\_\_\_ Day of \_\_\_\_\_, 2026 by and between Newton, Iowa, hereinafter called the "Grantee", and the Mid-Iowa Planning Alliance for Community Development, hereinafter called the "Administrator".

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant - **funded by the Iowa Economic Development Authority's Community Development Block Grant Program**, hereinafter called the "Project". Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator intends to provide comprehensive administrative management services for the Project.

## SECTION I - TERMS AND CONDITIONS

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs the Administrator to perform all grant administration/management and planning services associated with the Project, subject to the terms and conditions stated below.

## SECTION II- PERSONNEL

2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

## SECTION III - SCOPE OF SERVICES

3.1 The Administrator shall perform all mutually agreed upon and necessary services required to carry-out grant administration/management and planning as set forth in the following Scope of Services:

### 3.2 General Provisions

- 3.21 Assure understanding of terms and conditions of the Iowa Economic Development Authority Grant Agreement.
- 3.22 Identify applicable federal and state laws and regulations.
- 3.23 Assist in complying with federal and state requirements.
- 3.24 Assist in preparing documents, notices and certifications necessary to receive grant funds.



### 3.3 Environmental Review as required

- 3.31 Assist in determining the need for an Environmental Assessment.
- 3.32 Prepare an Environmental Assessment.
- 3.33 Assist and prepare other necessary applicable compliance material related to other laws and regulations i.e., historic preservation and flood plain management.
- 3.34 Prepare for publication the Finding of No Significant Impact Notice.
- 3.35 Prepare for publication a Notice of Intent for Request for Release of Funds.
- 3.36 Assist in submitting Request for Release of Funds and Certifications.
- 3.37 Prepare, maintain and update the Environmental Review Record.

### 3.4 Financial Management

- 3.41 Assist in establishing and maintaining a financial management system.
- 3.42 Assist in preparing required financial management and accounting documents.
- 3.43 Assist in assuring compliance with federal and state internal control and accountability procedures.

### 3.5 Project Files and Record Retention

- 3.51 Establish and maintain project files and record retention system.
- 3.52 Assist in assuring compliance with federal and state project file and record retention procedures.

### 3.6 Program Implementation

- 3.61 Assist in preparing proposal to obtain professional services.
- 3.62 Assist in coordinating professional and contractor activities during conduct of project.
- 3.63 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.64 Attend meetings of the Grantee governing body(ies), as needed.
- 3.65 Represent the Grantee at meetings and with other parties or interests, as required.

### 3.7 Financial Management

- 3.71 Monitor project files and associated records regularly.
- 3.72 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.73 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.74 Assist in preparing monthly expenditure reports.

### 3.8 Project Implementation and Monitoring

- 3.81 Monitor project files and associated records regularly.
- 3.82 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.83 Assist in meeting with IEDA personnel during on-site monitoring visits.

3.84 Assist in resolving monitoring findings, as needed.

### 3.9 Public Improvement Activities

- 3.91 Provide technical assistance in fulfilling federal and state requirements associated with public improvement activities.
- 3.92 Assist in monitoring professional service providers, contractors and sub-contractors for compliance with labor standards, equal opportunity provisions, and other applicable laws and regulations.

### 3.10 Program Close-Out

- 3.101 Assist in preparing and submitting a Grantee Performance Report.
- 3.102 Assist in securing the services of a qualified auditor to perform final program audit.
- 3.103 Providing information to establish compliance with applicable regulations.
- 3.104 Assist in preparing and submitting information to secure an IEDA Certificate of Completion.

### 3.11 Project Financial Management

- 3.111 Assist in determining status of all financial transactions.
- 3.112 Assist in providing information to auditor to establish compliance with financial requirements.
- 3.113 Assist in closing out all financial documents and reports.

### 3.12 Project Files and Record Retention

- 3.121 Assist in completing and compiling all file information for audit purposes.
- 3.122 Assist in closing out all project files and associated records.

## SECTION IV - BASIC SERVICE

- 4.1 The Administrator's fee for services enumerated under subsections 3.2 through 3.12 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed \$19,000.00. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.
- 4.2 In addition to payments as provided in SECTION IV paragraph 4.1. Grantee shall pay Administrator the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed \$1,000.00.
- 4.3 As used in this section, the terms "payroll costs" and "reimbursable expenses" will have the meaning assigned to them in paragraphs 4.5 and 4.6.
- 4.4 General - The payroll costs used as a basis for payment are indicative of the salaries and benefits paid to all personnel directly engaged in CDBG Administration activities. Statutory and customary benefits include, but are not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. Executive Director: \$-, Senior Planner 1: \$-, Senior Planner 2: \$-, and Bookkeeper: \$-. These amounts are based on hourly payroll costs times a factor of - for all principals and employees through

MM/DD/YYYY and shall be thereafter adjusted to reflect actual expenditures.

- 4.5 Reimbursable Expenses - The expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence and other related items in connection with the Project.
- 4.6 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Administrator for additional services provided under Section III subsections 3.2 through 3.12 on the basis of an hourly payroll cost through MM/DD/YYYY, and shall be thereafter adjusted to reflect actual audited expenditures.
- 4.7 Time of Performance - The services of the Administrator shall commence upon the effective date of this contract, and shall be completed by upon the expiration of the contract with the Iowa Economic Development Authority.

## SECTION V

- 5.0 Termination of Contract for Cause - If , through any cause, the Administrator shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Administrator shall violate any of the covenants, agreement, or stipulations of this Contract, the Grantee shall there upon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the Grantee, become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Administrator shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Administrator, and the Grantee may withhold payments to the Administrator for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Administrator is determined.

- 5.1 Termination for Convenience of the Grantee - The Grantee may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Administrator. If the Administrator is terminated by the Grantee as provided herein, the Administrator will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Paragraph I hereof relative to termination shall apply.
- 5.2 Changes - The Grantee, may from time to time, request changes in the scope of services of the Administrator to be provided hereunder. Such changes, including any increase or decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the Grantee and the Administrator, shall be incorporated in written amendments to this Contract.

- 5.3 Assignability - The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Grantee thereto; provided, however, that claims for money by the Administrator from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- 5.4 Reports and Information - The Administrator, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 5.5 Records and Audits - The Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Grantee to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Grantee or any authorized representative, and will be retained for five years after the closeout of the overall CDBG grant between the State and HUD.
- 5.6 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Administrator under this Contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.
- 5.7 Copyright - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.
- 5.8 Compliance with Local Laws - The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Administrator.
- 5.9 Equal Employment Opportunity - During the performance of this Contract the Administrator agrees as follows:
- a. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color, familial status, sexual orientation or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, familial status, sexual orientation or national origin. Such action shall include, but not be

limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminatory clause.

- b.** The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, familial status, sex, sexual orientation or national origin.
- c.** The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d.** The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e.** The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Grantee's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f.** In the event of the Administrator's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Administrator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g.** The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee's Department of Housing and Community Development, the

Administrator may request the United States to enter into such litigation to protect the interests of the United States.

5.10 Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5.11 Section 109 of the Housing and Community Development Act of 1974  
No person in the United States shall on the ground of race, color, national origin, or sex be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contract will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135

require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- 5.13 Interest of Members of the Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance.
- 5.14 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to insure compliance.
- 5.15 Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- 5.16 Lobbying

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 contract, 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 contract, grant, loan, or cooperative agreement.
- B. 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 Federal contract, grant, loan, or cooperative agreement, the



Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

- C. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000

#### 5.17 Civil Rights

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- b. Iowa Civil Rights Act of 1965 (Iowa Executive Orders 34 and IA Code Chapter 19B.7).
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.).
- e. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
- f. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
- g. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- h. Title VIII of the Civil Rights Act of 1968, as amended.
- i. Federal Executive Order 11063, as amended by Executive Order 12259.
- j. Federal Executive Order 11246, as amended.

#### 5.18 Contract in excess of \$10,000 shall contain the following provisions.

"During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.



- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 5.19 **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting:**

The Administrator must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all requirements related to the CDBG program.

#### 5.20 **Clean Air and Water Acts:**

- Section 306 of the Clean Air Act (42 U.S.C. 1857(h))
- Section 508 of the Clean Water Act (33 U.S.C. 1368)
- Executive Order 11738

Clean Air and Water Acts – required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean

Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. Seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1)The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2)The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3)The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4)The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

#### 5.17 Miscellaneous

##### **a. Certification regarding government-wide restriction on lobbying.**

The Administrator certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 contract, 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 contract, grant, loan, or cooperative agreement.
- b. 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 Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**b. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Administrator must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

The effective date of this Agreement is \_\_/\_\_/\_\_\_\_\_, or as established by the Iowa Economic Development Authority. Services will begin with the execution of the contract between the City of Newton and the Iowa Economic Development Authority. Services will conclude upon expiration of the Iowa Economic Development Authority contract.

Dated: City of Newton, Iowa

\_\_\_\_\_,  
Randy J. Ervin, Mayor

Dated: Mid-Iowa Planning Alliance for Community  
Development

\_\_\_\_\_, Executive Director  
(name printed)



Real People. Real Solutions.

## MEMORANDUM

**Date:** June 2, 2026 - Amended 6/12/2026

**To:** Jody Rhone, Public Works Director – City of Newton

**From:** Katie Sterk, P.E., and Nina Caraway, P.E.

**Subject:** Newton Water Works Hydraulic Modeling Results  
City of Newton, Iowa  
Project No.: 26X.142787

---

### I. INTRODUCTION

The purpose of this technical memorandum is to provide the City of Newton Waterworks (NWW) with an understanding of its existing water distribution system and to summarize the findings of a hydraulic evaluation completed using Bentley's WaterGEMS hydraulic modeling software. This effort also included identifying opportunities to improve the hydraulic model to better support future planning, capital decision-making, and operational problem-solving. Relevant results from NWW's 2024 Cost of Service Study were also considered to help align system needs with long-term financial planning.

Following the delivery of this memorandum, Bolton & Menk will review the model and associated findings with the city to discuss potential scenarios the city may wish to evaluate using the existing model framework. While limitations in available data may affect the precision of some scenario analyses, the evaluation can assist in providing high-level recommendations for distribution system improvements.

All system improvement recommendations will be based on current industry design practices and on an assessment of how well the system meets existing water-demand and performance requirements. The information presented in this memorandum is intended to support NWW in prioritizing projects and in planning, funding, and implementing future improvements.

### II. EXISTING WATER SYSTEM

NWW provides potable water to the Cities of Newton and Lambs Grove, as well as wholesale water to the Iowa Regional Utilities Association (IRUA). Wholesale sales to IRUA currently represent over half of the water produced and treated at the NWW Water Treatment Plant (WTP).

The NWW water system, as shown in **Figure 1**, includes the following assets:

- Eighteen (18) active alluvial wells and one (1) deep Jordan well located near the WTP
- One (1) WTP

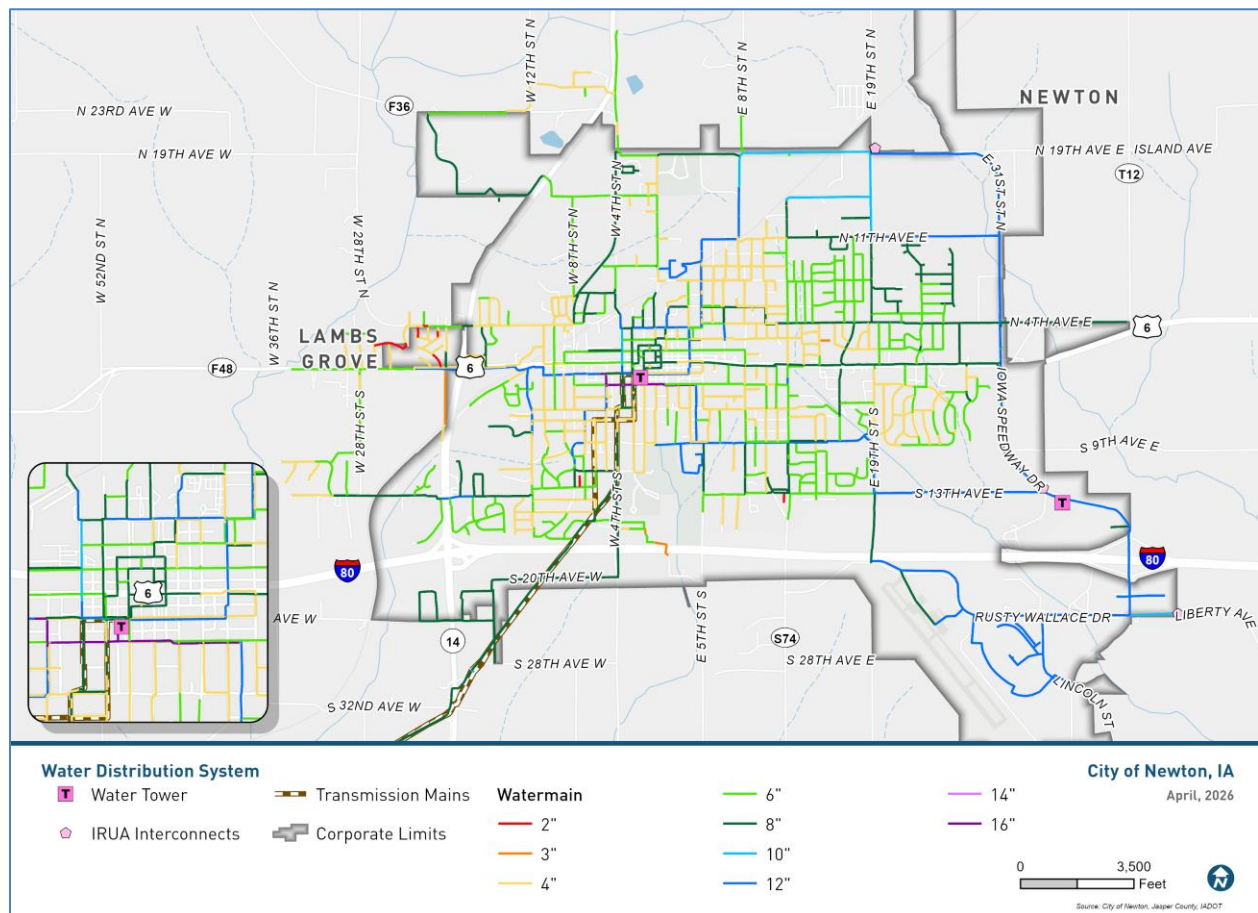
## Water Works Hydraulic Modeling Results

City of Newton, Iowa

June 2, 2026

Page 2

- Four (4) high service pumps (HSPs) – two (2) 200 horsepower (HP) pumps, and two (2) 350 HP pumps
- Two parallel transmission mains – one (1) 16-inch and one (1) 20-inch
- Two (2) elevated storage tanks (ESTs) – Central Tower and East Tower
- Three (3) Central Ground Storage Reservoirs (GSRs), one (1) at the WTP, and two (2) located near the Central Tower
- One (1) Central Booster Station with five (5) booster pumps located near the Central Tower, three (3) 50 HP pumps, and two (2) 100 HP pumps
- A distribution network of trunk and distribution watermain ranging from 2 to 16 inches in diameter.



**Figure 1. Overview of NWW major water distribution infrastructure and IRUA interconnects**

A. WATER SUPPLY

Water is supplied to the WTP by the alluvial wells and Jordan well, all located within the valley surrounding the plant. Because these wells do not directly discharge into the distribution system, they were not included as variable inputs in the hydraulic model. However, given the system's limited source redundancy, additional modeling and planning may need to be undertaken to evaluate future water supply alternatives.

B. WATER TREATMENT FACILITIES

NWW operates a lime softening WTP located approximately five (5) miles southwest of the City. The WTP has a permitted design capacity of 7.2 MGD. While the permitted capacity is 7.2 MGD, it should be noted that the plant is capable of treating up to 9 MGD with targeted elimination of system bottlenecks. Recent assessments have shown increasing maintenance requirements and aging equipment. During the 2024 Cost of Service study, it was determined that the existing plant is approaching the need for significant capital investment.

In addition, continued high wholesale demand from IRUA will require future expansion of both water supply and treatment capacity. The dual finished-water transmission mains conveying flow from the plant to the Central storage site are also aging and will require repair and/or replacement.

From the WTP, distribution is divided between:

- The IRUA-owned pump station, which delivers treated water directly to the IRUA system, and
- The WTP high-service pumps, which convey water through two parallel transmission mains to the Central Booster Station.

No as-builts of the WTP were available for creating exact pipe alignments, pump connectivity, and assigning relevant elevations. Model pump connectivity was thus defined from staff institutional knowledge and base elevations assumed from 2-ft elevation contour data. No manufacturer curves were available for the HSPs. NWW staff provided both design and "current" flow and head points from which one-point pump curves were created in the model.

The Central Booster Station is located alongside the GSRs and Central Tower. From this site, water is distributed throughout the system, including four (4) additional IRUA connection points and the East Tower.

C. WATER STORAGE FACILITIES

NWW maintains approximately 6.5 million gallons of total storage capacity across five (5) facilities. **Table 1** summarizes the current storage assets.

| Table 1. Newton Water Works Storage Facilities |                          |        |                             |
|------------------------------------------------|--------------------------|--------|-----------------------------|
| Name                                           | Type                     | Size   | Location                    |
| WTF Reservoir                                  | Ground Storage Reservoir | 1 MG   | WTP, 48 <sup>th</sup> Ave W |
| Central North                                  | Ground Storage Reservoir | 1 MG   | S 2 <sup>nd</sup> Ave W     |
| Central South                                  | Ground Storage Reservoir | 2 MG   | S 2 <sup>nd</sup> Ave W     |
| Central Tower                                  | Elevated Multi-Legged    | 0.5 MG | S 2 <sup>nd</sup> Ave W     |
| East Tower                                     | Elevated Hydro-Pillar    | 2 MG   | Iowa Speedway Dr            |

The Central reservoirs and Central Tower provide both storage and system pressure for retail customers. The East Tower supports fire protection demands associated with the Speedway area and three (3) IRUA interconnection points. As-builts were not available for confirming dimensions, connectivity, and key elevations for any storage facilities. Such information was provided by NWW using institutional knowledge and sketches. Using a ground elevation estimated from 2-ft elevation contours and staff knowledge of tank heights, the calculated high-water level of the Central and East Towers is 1,085.30 and 1,085.50 feet above mean sea level (MSL), respectively. The bottom and top elevations for the GSRs were not provided and, therefore, approximated to reflect the known total storage volume. Per staff correspondence, both main transmission lines feed into both the North and South GSRs. To the staff's knowledge, there is not a cross-connection or equalization pipe between the two GSRs, but the GSRs are still equalized—potentially due to how they are fed from the transmission lines.

Like the HSPs, no manufacturer curves were available for the Central booster pumps. Unlike the HSPs, there were no known design points. In lieu of performance data, NWW staff provided assumed flow rates for use within the model as follows: 2000 gallons per minute (gpm) for the 100 HP pumps and 1000 gpm for the 50 HP pumps.

#### D. WATER USAGE

Several years of Monthly Operating Reports (MORs) indicate an Average Daily Demand (ADD) of 4.58 MGD (3180 gpm) and a Maximum Daily Demand (MDD) of 6.77 MGD (4700 gpm). Given the permitted capacity of the treatment plant (7.2 MGD), this means 0.43 MGD of remaining capacity for MDD conditions.

### III. WATER SYSTEM DESIGN CRITERIA

This section outlines the criteria used to evaluate the water system, including historical water use, water supply and storage requirements, required fire flows, and system pressure standards. These criteria form the basis for design and performance evaluation.

#### A. WATER SUPPLY REQUIREMENTS

Engineering practice recommends that firm well capacity—defined as the total pumping capacity with the largest well out of service—be equal to or greater than the MDD.



## B. STORAGE REQUIREMENTS

Water storage provides operational flexibility and emergency protection by:

- Equalizing pressure across the system
- Supplying fire flow
- Providing reserve capacity during pump or power failures

Elevated storage is typically used in communities of this size to maintain pressure and supply when wells are offline. A common rule of thumb is to provide sufficient storage volume such that average daily demand (ADD) cycles through the tank within approximately two days to prevent freezing during the winter season.

Storage design typically evaluates equalization, fire demand, and emergency reserve volumes:

- Equalization storage: approximately equal to ADD
- Fire storage: varies by zoning; Insurance Services Office (ISO) guidance for commercial areas is 3,500 gpm for 3 hours
- Emergency storage: approximately 60% of ADD, which may be reduced when reliable backup power is available
- Total storage: typically sized as equalization storage plus the larger of fire-flow storage or emergency storage

## C. WATERMAIN SIZING REQUIREMENTS

The Ten States Standards recommend:

- Minimum 6-inch diameter for hydrant service and fire protection, with larger mains required on an as-needed basis
- Flow velocities between 2–10 fps, with <5 fps preferred for normal operation and 10 fps acceptable for short-duration emergencies

## D. PRESSURE REQUIREMENTS

Utilities must balance adequate pressure, customer service needs, and system integrity. Higher pressures can improve fire flow but may increase water loss through leaks.

The Ten States Standards recommend:

- Minimum working pressure: 35 psi
- Typical operating range: 60–80 psi
- Minimum system pressure under all flow conditions: 20 psi (verifies there is adequate water pressure during emergencies or prolonged outages)



#### E. FIRE FLOW RECOMMENDATIONS

ISO guidance varies by building size and occupancy:

- Residential minimum: 1,000 gpm
- Commercial/industrial: typically 3,500 gpm

Small-diameter or dead-end mains may not be able to deliver the required flows. Coordination with ISO and the State Fire Marshal is recommended to confirm fire flow requirements for insurance purposes.

## IV. EXISTING SYSTEM STORAGE EVALUATION

Water storage requirements for NWW using the approach described above are summarized in **Table 2**. This analysis shows NWW's existing system has sufficient storage to meet existing demands.

| Table 2 – Existing System Storage Evaluation                                                         |   |                                                    |
|------------------------------------------------------------------------------------------------------|---|----------------------------------------------------|
|                                                                                                      |   | Existing System                                    |
| Fire Demand (gpm)                                                                                    |   | 3,500                                              |
| Maximum Daily Demand (gpm) <sup>(3)</sup>                                                            | + | 3,742                                              |
| Total Coincident Demand (gpm)                                                                        | = | 7,242                                              |
| Firm Supply (gpm) <sup>(1)</sup>                                                                     | - | 7,000                                              |
| Withdrawal from Storage (gpm)                                                                        | = | 242                                                |
| Fire Flow Duration (minutes)                                                                         | x | 180                                                |
| Firefighting Storage (MG)                                                                            | = | 0.04                                               |
| Equalizing Storage [ADD] (MG) <sup>(3)</sup>                                                         | + | 3.60                                               |
| <b>Total Storage Required (MG)</b>                                                                   | = | <b>3.64</b>                                        |
| Available Storage (MG)                                                                               | - | 6.50                                               |
| <b>Storage Deficit (MG)<sup>(2)</sup></b>                                                            | = | <b>-2.86<br/>(Surplus storage,<br/>no deficit)</b> |
| <sup>(1)</sup> Assumes existing firm capacity with the largest High Service Pump out of service.     |   |                                                    |
| <sup>(2)</sup> Negative values indicate there is sufficient existing storage and no storage deficit. |   |                                                    |
| <sup>(3)</sup> Excludes 12" IRUA meter demand and storage at the WTP.                                |   |                                                    |

A storage tank turnover rate analysis shows that the combined 6.5 MG storage turns over every 1.8 days (43 hours) at an ADD of 3.60 MGD. This is between the recommended turnover rate of 1 to 2 days and, therefore, acceptable.

## V. EXISTING SYSTEM WATER DISTRIBUTION MODEL

A hydraulic model of NWW's distribution system was developed using Bentley's WaterGEMS software to evaluate existing performance, identify deficiencies, and assess the impacts of future development or infrastructure improvements. The model analyzes pressures, velocities, headloss, and fire flow availability, and generates system, pressure, and fire flow results for both ADD and MDD scenarios. Scenarios are set up as steady-state simulations, meaning results reflect a snapshot of operational conditions.

### A. MODEL DEVELOPMENT

Watermains and infrastructure were imported from NWW's GIS dataset, with missing components added manually per correspondence with NWW staff. The distribution network was reviewed for proper connectivity, and NWW staff helped verify locations where pipes crossed rather than connected. Tank levels and pump settings controls were entered into their respective model elements. As mentioned earlier, manufacturer curves were not available for any pumps, with the booster pumps additionally not having verified flow rates or measured pressures. While staff provided set points for HSPs, known operational patterns for the booster pumps were only qualitatively described based on elevated tank levels.

Large-user demands were assigned to georeferenced meters, and remaining demands, calculated from MOR data, were divided evenly across the remaining distribution nodes.

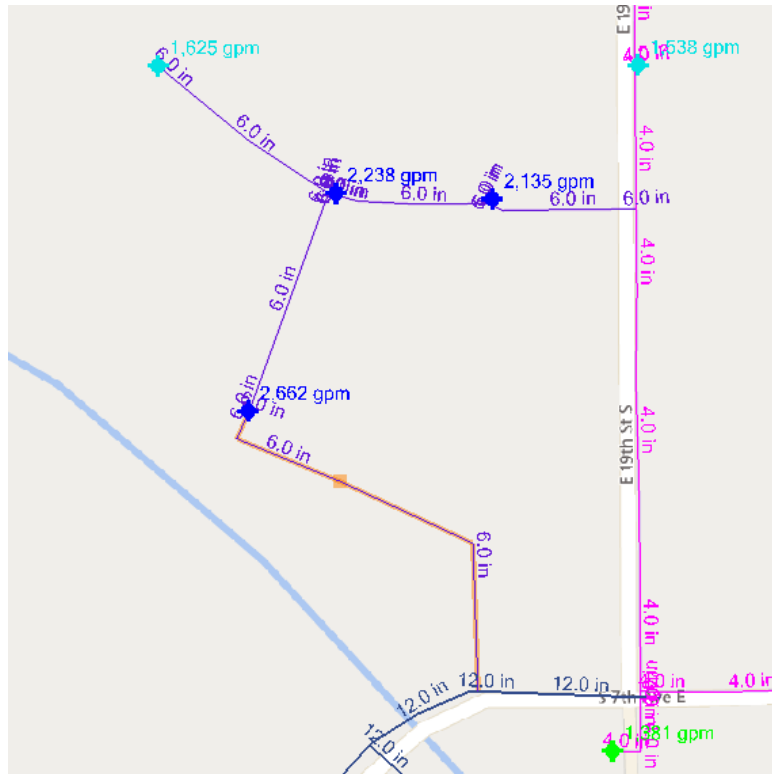
Model verification was completed using fifteen (15) hydrant flow tests conducted on August 11, 2025. While testing staff noted the respective elevated tank levels and pumping rates from the WTP, they did not document the pumping rates from the booster pumps. Nor was it possible to track which IRUA interconnects were active during the testing period. For conservative fire flow prediction, all IRUA interconnects were assumed to pull water from the NWW system.

Typically, in a model-development process, Hazen-Williams C-factors are assigned to pipes based on known material and installation date. Unfortunately, this information was mostly incomplete except for recently installed or rehabilitated pipes.

Preliminary model-predicted flows were compared with these tests and presented to NWW staff at an interim meeting. One (1) test (performed at a dead end on W 15th St S) did not show a drop in residual pressure; for this test, NWW staff suspected the test hydrant was on a different line. Of these tests, seven (7) were on significant dead ends and/or small-diameter lines, and the testing equipment could only measure down to 530 gpm. In the model, all seven (7) of these hydrants reproduced flows of 530 gpm or less. Within these seven (7) low flow spots, one hydrant on E 2<sup>nd</sup> St S had suspiciously low static pressures of 21 psi. This main was subsequently visited by NWW staff to discover an upstream valve 3/4 closed.

This discussion with NWW staff also illuminated the impact of privately-owned mains on fire flows. **Figure 2** shows an example of an area off E 19<sup>th</sup> St S where measured flows were higher than model-predicted flows. Without any private lines, the only feed was from four-

inch mains. With the addition of known private looping to the south (orange line), model-predicted results subsequently improved.



**Figure 2. Example of privately-owned main (orange) added to improve fire flow prediction**

Comparison of model results to remaining field data indicates the model will slightly to moderately underpredict field-measured flows (once converted to theoretically available at 20 psi). Given the uncertainties between booster pump operations/flows and IRUA interconnect status, the model provides a conservative representation of NWW's existing distribution system for planning-level analysis.

Following verification, ADD and MDD conditions were evaluated:

- ADD: towers set 2 ft from full
- MDD: towers at half full

Given the uncertainty with booster pump operations/flows and IRUA interconnects, and how they overlap to influence operational patterns, both scenarios assume all IRUA interconnects active, one pump running per transmission line (one 350 HP and one 200 HP), the 100 HP booster pump running from the South GSR, and both a 100 HP and 50 HP pump running from the North GSR.

## B. MODEL RESULTS

Modeled pressures fall within recommended operating ranges for both ADD and MDD conditions when excluding predicted pressures along the transmission mains. Elevations at the WTP start at 770 ft MSL and end at around 950 ft MSL at the GSRs. Lacking as-builts or survey data at the GSRs, model junctions are assumed to be 7 ft below ground elevation. Thus, between not knowing true depths (likely deeper than 7 ft) and lacking any pressure gauge data to reference for model adjustments, the model has pressures below 20 psi near the end of the transmission mains due to the sheer length of piping and elevation gain from the WTP. As no customers or hydrants are fed by the transmission mains, these results have been left as-is until more information becomes available for model refinement. **Table 3** summarizes system pressures (excluding transmission mains), and

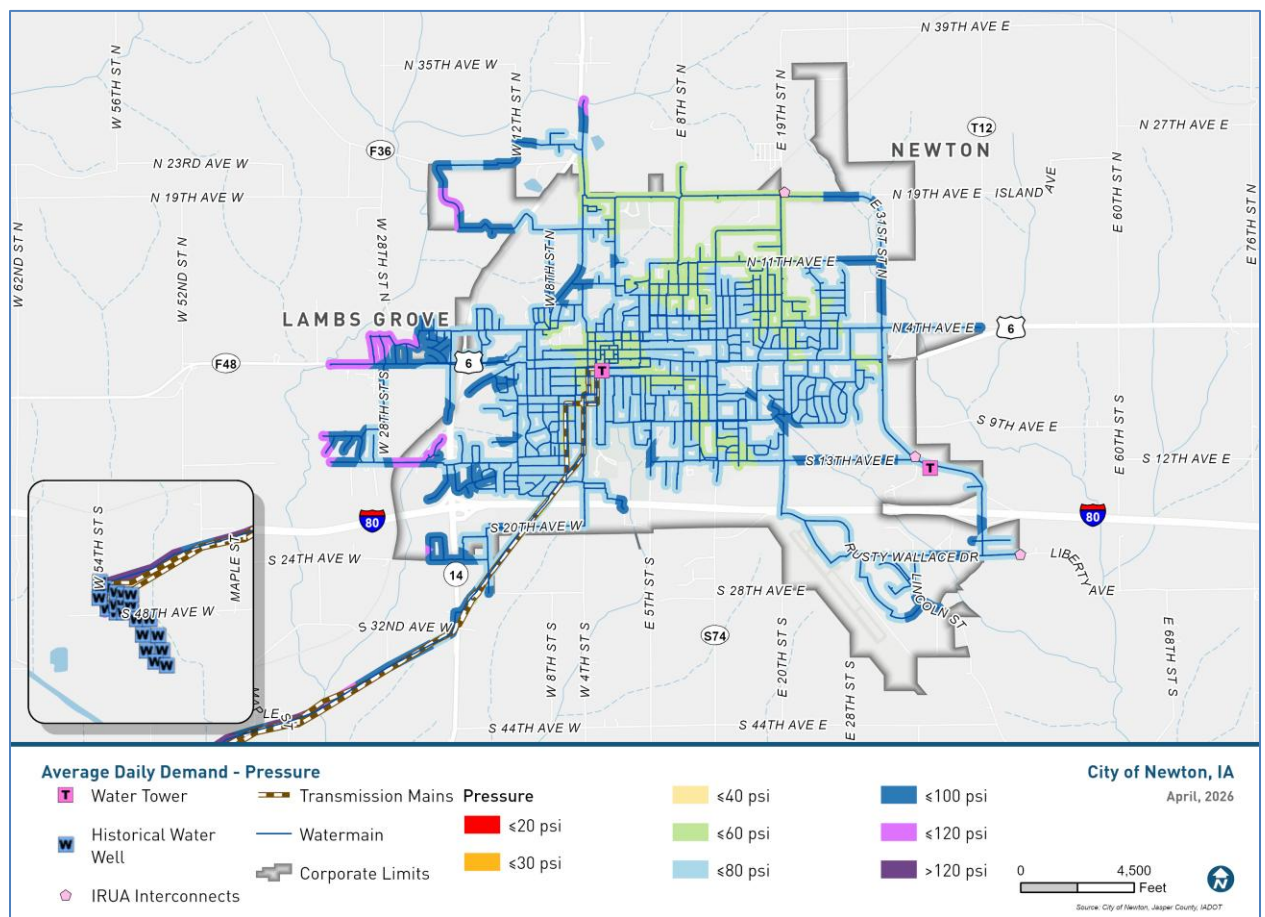


Figure 3 and **Figure 4** illustrate pressure distributions across the system (including transmission mains). In both ADD and MDD conditions, all system pressures exceed 40 psi, with most between 40 and 80 psi. Between ADD and MDD, average pressures drop from 67 psi to 59 psi.

| Table 3. Summary of System Pressures for ADD and MDD Scenarios |                       |       |
|----------------------------------------------------------------|-----------------------|-------|
| Pressure Range (psi)                                           | Percent of System (%) |       |
|                                                                | ADD                   | MDD   |
| 40 - 60                                                        | 23.0%                 | 65.2% |
| 60 - 80                                                        | 65.9%                 | 28.5% |
| 80 - 100                                                       | 8.4%                  | 4.6%  |
| 100 - 120                                                      | 1.8%                  | 0.9%  |
| > 120                                                          | 0.2%                  | 0.2%  |

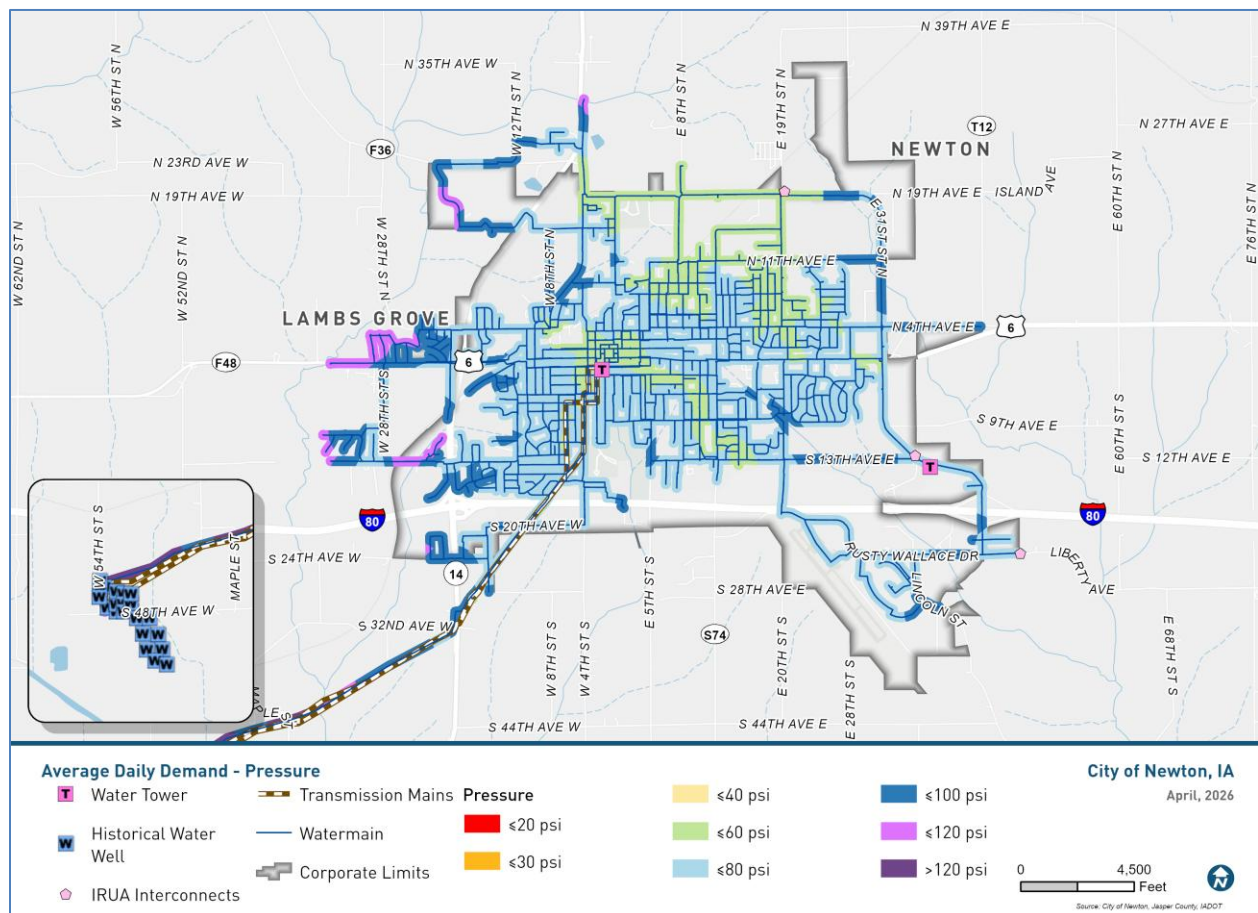
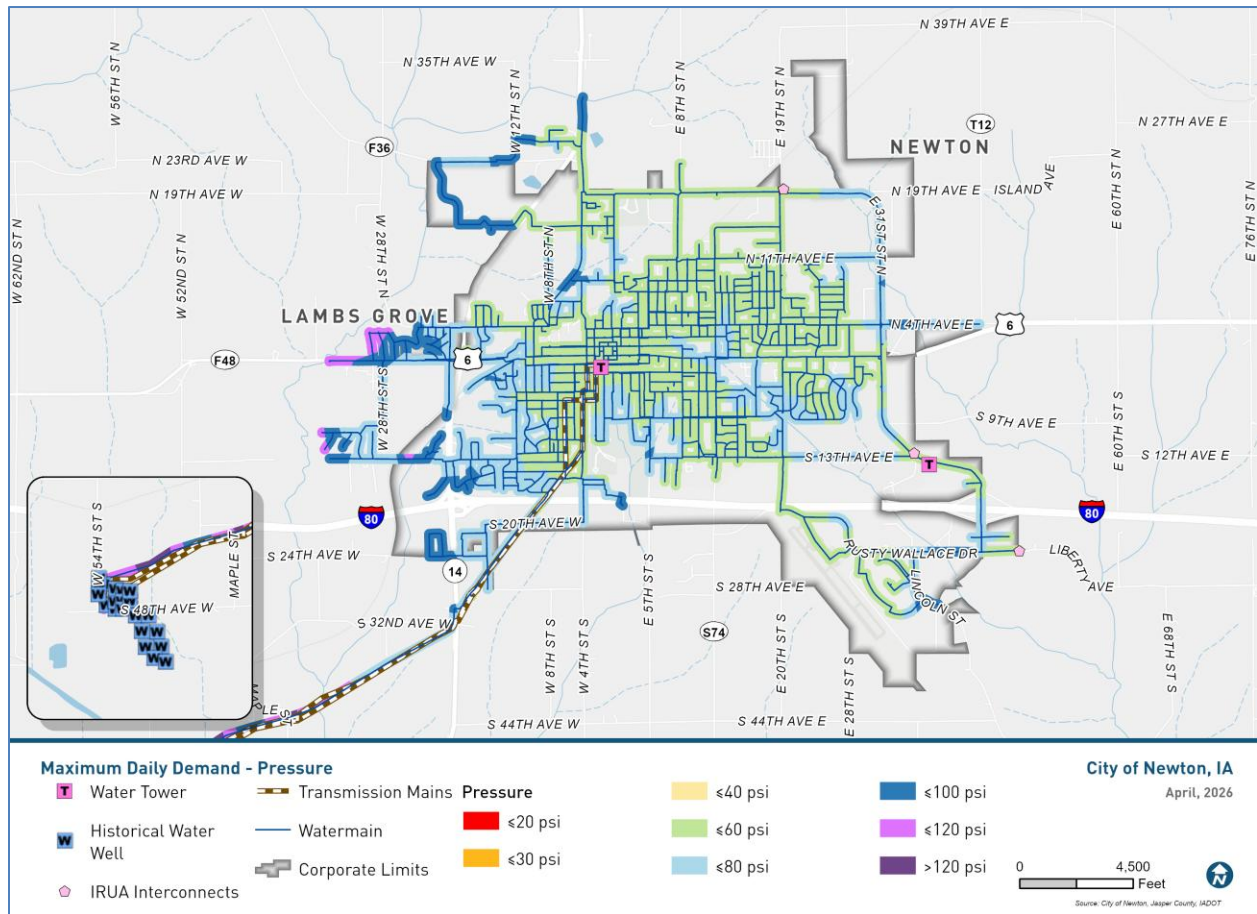


Figure 3. Model-Predicted System Pressures for Average Day Demand Conditions



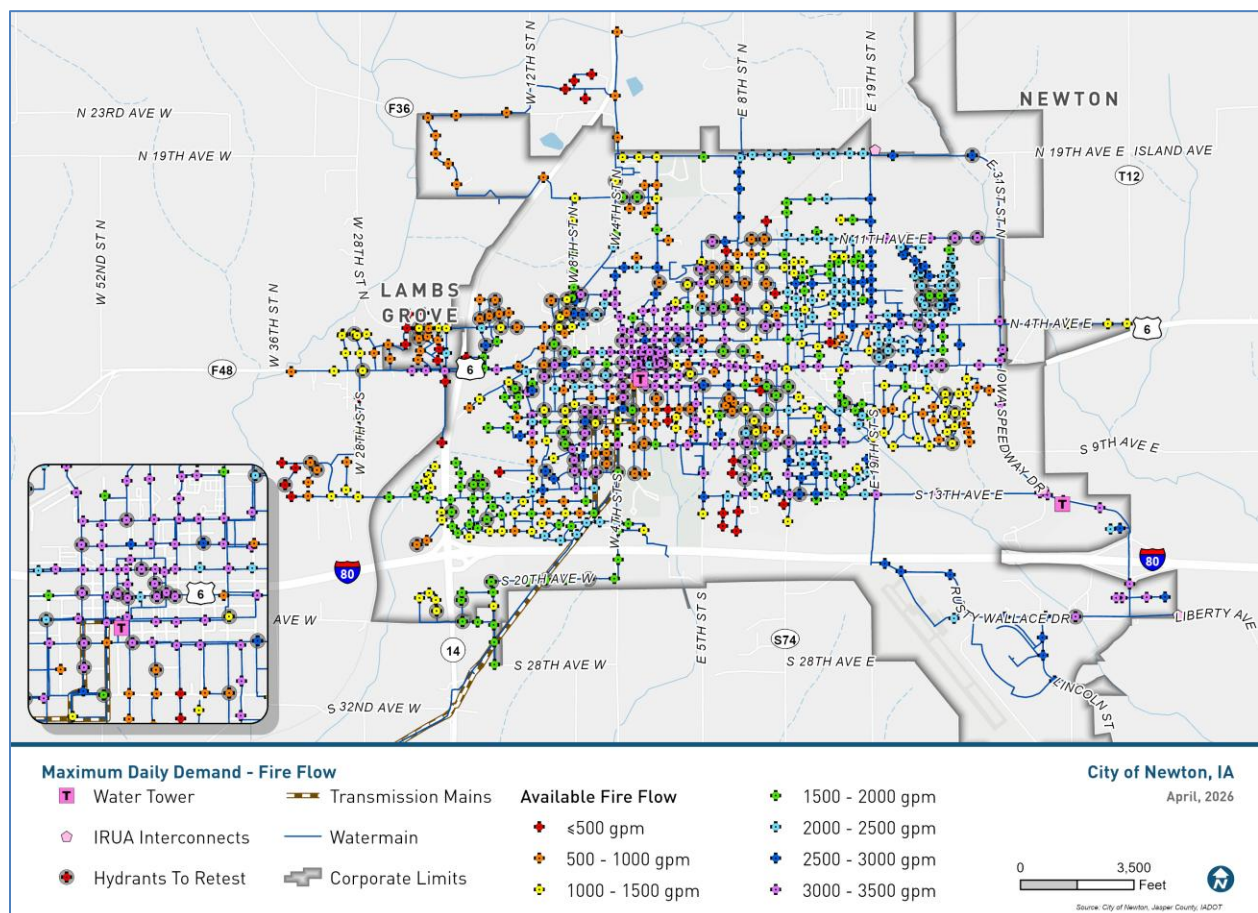


**Figure 4. Model-Predicted System Pressures for Maximum Day Demand Conditions**

### C. FIRE FLOW AVAILABILITY

The model predicts most hydrants should provide more than 1,000 gpm under MDD conditions; however, 153 (20.3%) hydrants fall below this threshold, including 36 (4.8%) predicted to produce <500 gpm. These locations correspond to areas with small-diameter or dead-end mains. Available fire flow results are summarized in **Table 4**, with the spatial distribution shown in **Figure 5**. This figure additionally highlights which hydrants should be revisited for repeat testing and/or other field testing, as NWW provided a list of historical test flows from their fire department to compare to the model. These highlighted locations indicate where the model predicted much higher available flows than measured in the field. Thus, these locations are candidates for testing valve operability/status or even performing C-Factor testing to assess the level of pipe tuberculation. The interim meeting with NWW staff discussed the lack of available information on pipe material and installation date, but anecdotally, they know much of the system was constructed before 1970. Thus, finding areas of model over-prediction can highlight priority assets for additional investigation and potential capital planning prioritization.

| Table 4. Model-Predicted Available Fire Flow for MDD Conditions |                    |             |
|-----------------------------------------------------------------|--------------------|-------------|
| Available Flow Range (gpm)                                      | Number of Hydrants | Percent (%) |
| <500                                                            | 36                 | 4.8%        |
| 500 - 1000                                                      | 117                | 15.5%       |
| 1000 - 1500                                                     | 132                | 17.5%       |
| 1500 - 2000                                                     | 127                | 16.8%       |
| > 2000                                                          | 343                | 45.4%       |



**Figure 5. Model-Predicted Available Fire Flow, with Key Hydrants Highlighted for Targeted Field Investigation**

#### D. HYDRAULIC PERFORMANCE

Headloss values remain within acceptable limits during ADD and MDD. Of note, for non-transmission mains, velocities can occur > 5 ft/s for 4-inch mains.

## VI. RECOMMENDED SYSTEM IMPROVEMENTS

For a steady-state representation of the system, non-transmission pressures meet recommended standards system-wide. Fire flow deficiencies are limited to areas served by smaller or dead-end watermains. Fire flow performance can be improved by upsizing or looping the mains feeding low-flow hydrants and improving hydrant laterals where applicable. Areas where the model may over-predict fire flows due to closed valves or deteriorated pipes have been highlighted for future field verification.

## VII. NEXT STEPS

As the steady-state model currently stands, its predictive capabilities can support evaluation of:

- Future development impacts (high level)
- Watermain sizing recommendations
- Potential elevated storage sites
- Pressure, hydraulic grade, fire flows, velocities, and headloss under hypothetical and simplified operating conditions

Recommended actions for immediate model refinement include:

- During standard and peak operational conditions, manual measurements of pressures and flows at pumping and storage facilities (where existing gauges and meters exist).
  - Note changes in pressure/flow values depending on which pump combinations are running.
- Track down manufacturer curves for booster pumps.
  - Consider flow tests otherwise to recreate operating points and/or curve.
- Investigating priority hydrants identified from comparing model results to fire department flows
  - Where old pipe materials are found, maintain updates to GIS.
- Determine if the existing Supervisory Control and Data Acquisition (SCADA) system has a historian for historic data download.
  - Perform data gap analysis on what is possible to download and what additional sensors should be included in capital planning. Priority areas may include tracking IRUA interconnect flows.
  - Should this be feasible in the near-term, the model can be converted to an extended period simulation (EPS) model for advanced prediction for varying operational conditions.
- High-level field investigation to confirm GSR dimensions, key elevations, and connectivity with transmission/pumping assets.
- Assess production data against full customer billing (versus just the largest users). This will result in the calculation of non-revenue water (NRW) and help with assumptions related to model demand loadings.



Recommended actions for long-term model refinement include:

- Confirm dimensions and connectivity of GSRs and booster pumps with survey and/or subsurface utility engineering (SUE) and maintain updates to GIS.
- If no SCADA historian exists and/or the current one is unwieldy, consider a read-only cloud-based SCADA platform. Such services will link to existing sensors, install additional sensors, and push the resulting data to the cloud for data-tracking purposes only.
- Include full asset management strategies to include existing, but unformatted NWW datasets. These datasets include historic projects, lists of addresses with customer complaints, and main break locations. These can be combined with efforts to update GIS, perform risk calculations, and layer the resulting spatial analyses in comparison with model results for targeting capital planning.
- Perform strategic system pressure monitoring with hydrant pressure recorders (HPRs) or similar devices.
  - Certain pressure monitoring can additionally track transients. This information can be paired with the historic main break dataset by doing a trend analysis and/or identifying hot spots for targeting transient measurements.
  - System pressure monitoring then allows for the development and calibration of an EPS model. Meaning potential for evaluating alternative control strategies, water age/quality, and even main break predictions.

Overall, the model, as it stands now, serves as a critical first step in predicting water system behavior and providing target areas for improving fire safety, especially at dead-end or undersized mains. At a high level, it can support decision-making and capital planning for large-scale improvement projects and/or developments.

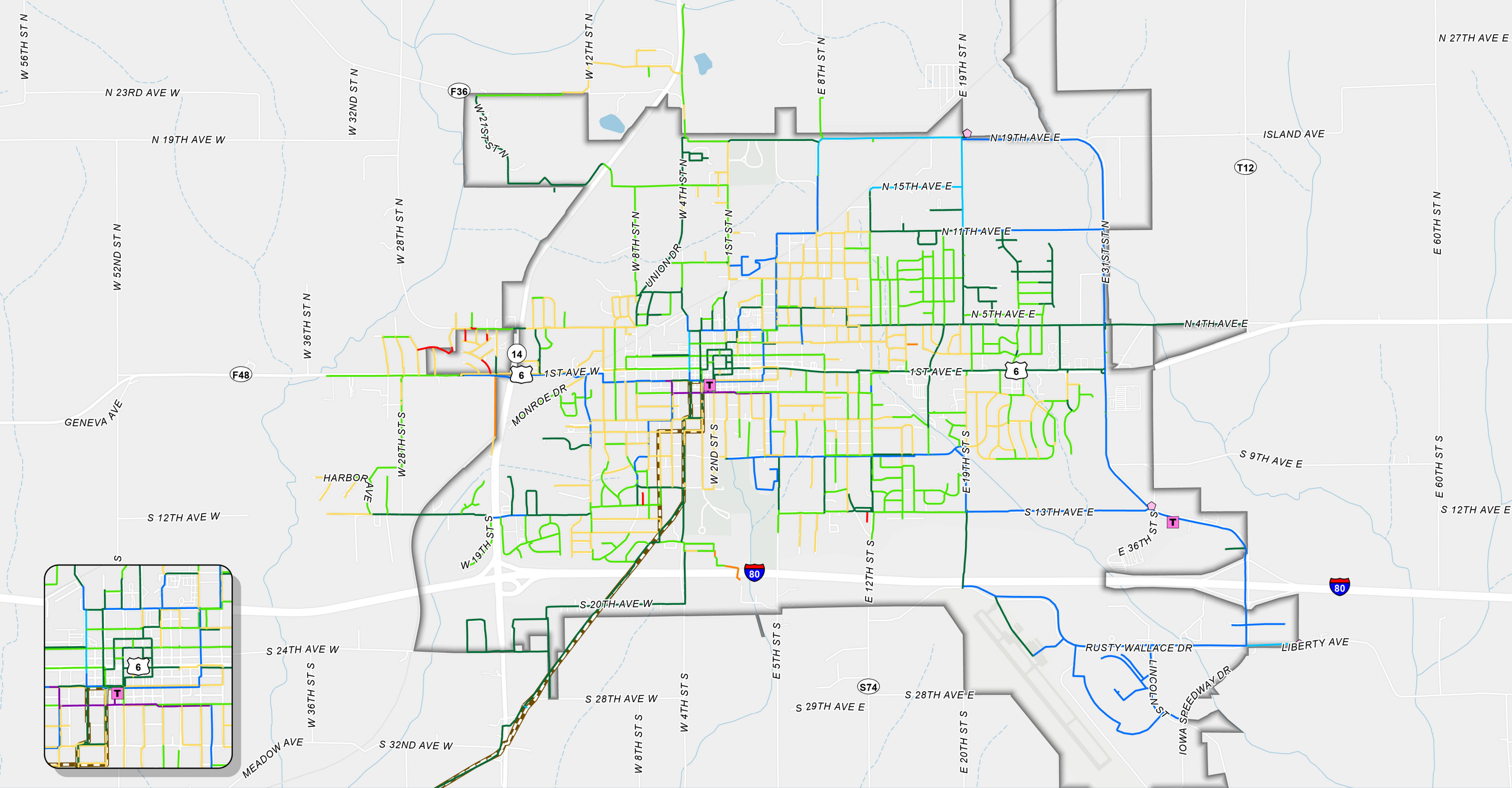
Please contact me with any questions at [Kathryn.Sterk@bolton-menk.com](mailto:Kathryn.Sterk@bolton-menk.com) or 515-520-9037.

KES:bjja

cc: Justin Nickel – Bolton & Menk, Inc.

Attachments:

- Figures 1, 3, 4, and 5

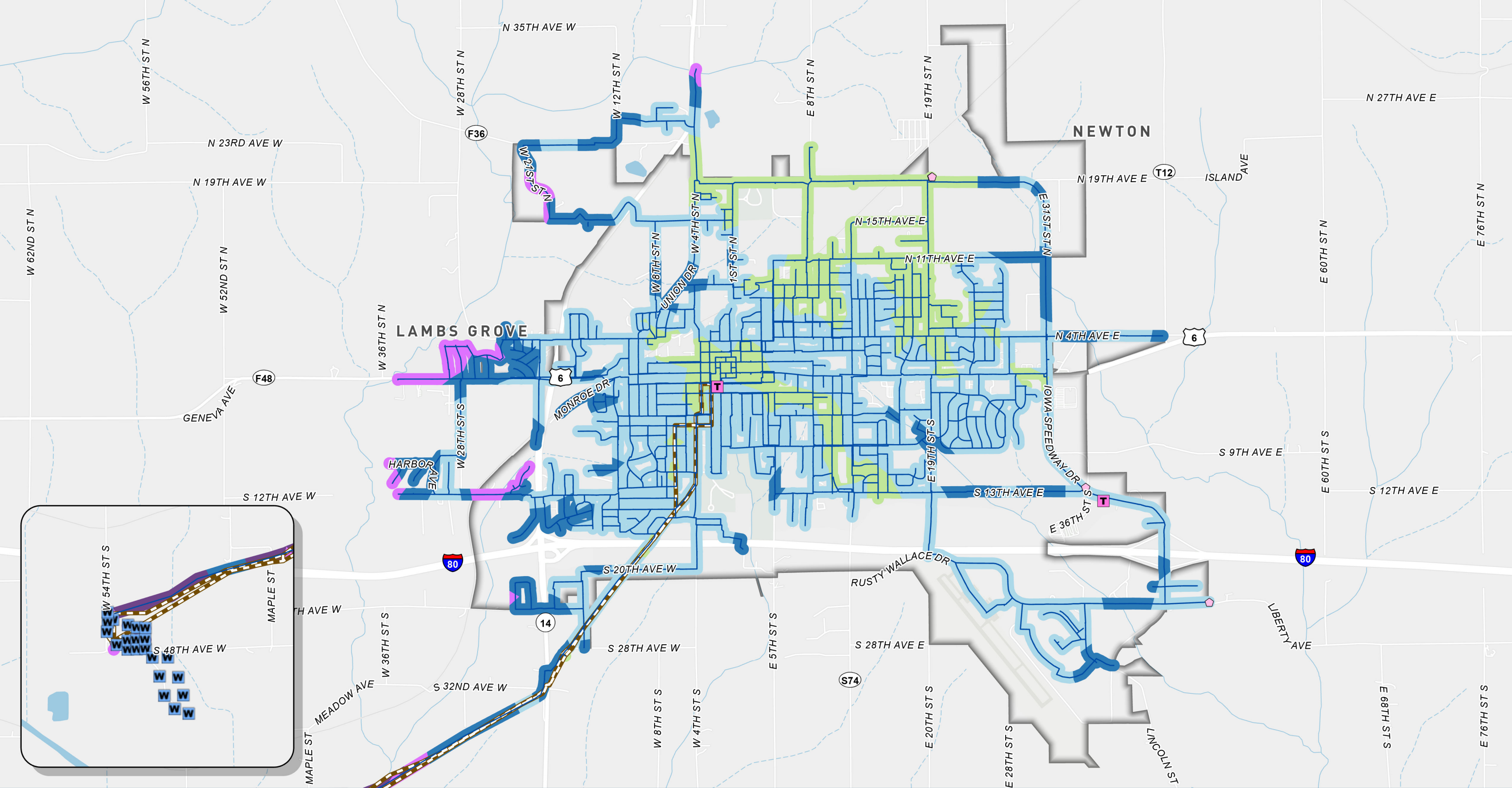


Water Distribution System - Figure 1

City of Newton, IA  
 April, 2026

- |                    |                    |                  |    |     |     |
|--------------------|--------------------|------------------|----|-----|-----|
| Water Tower        | Transmission Mains | <b>Watermain</b> | 4" | 10" | 16" |
| IRUA Interconnects | Corporate Limits   | 2"               | 6" | 12" |     |
|                    |                    | 3"               | 8" | 14" |     |





Average Daily Demand - Pressure - Figure 3

City of Newton, IA

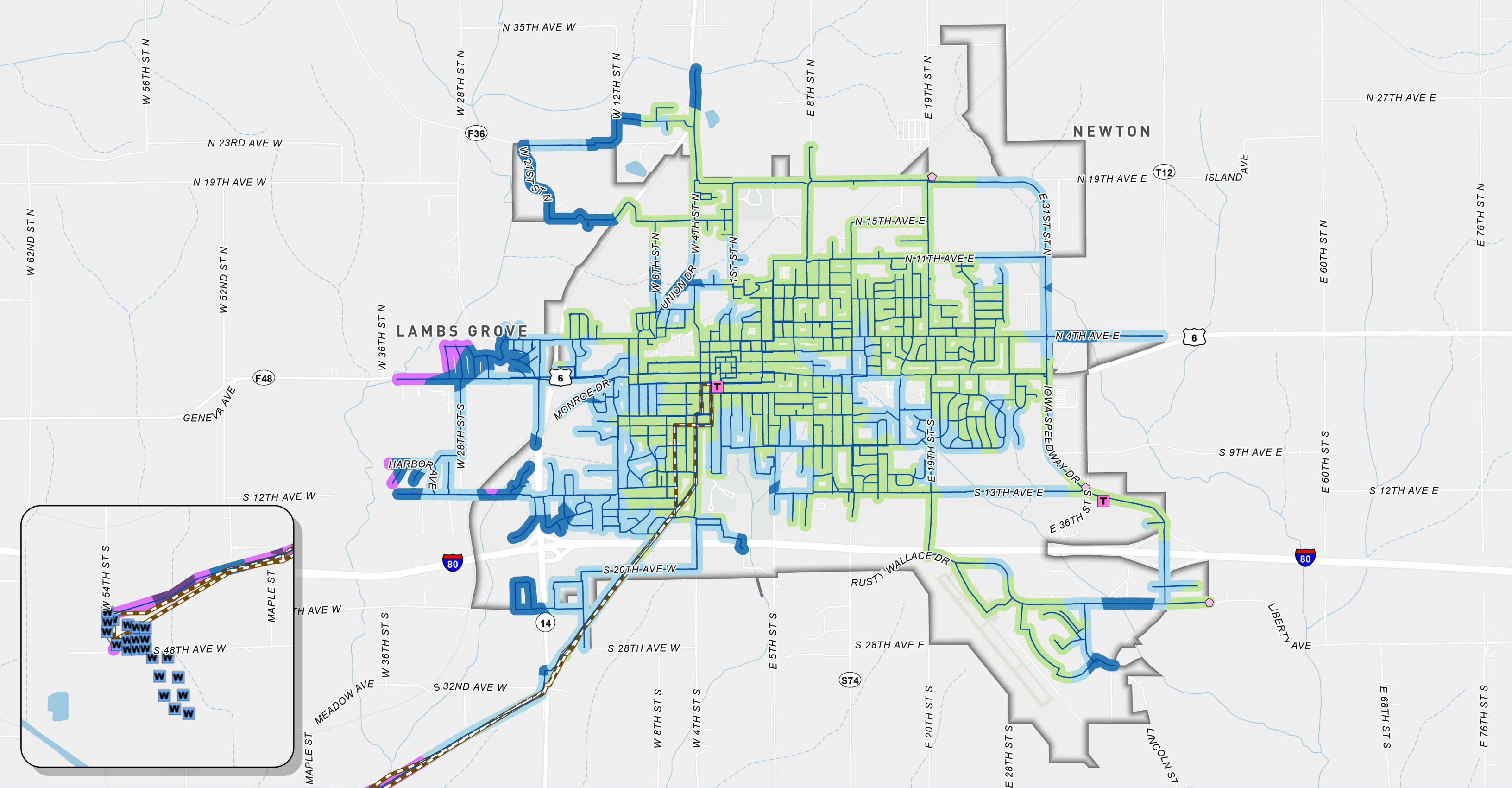
April, 2026

- Water Tower
  - Historical Water Well
  - ◆ IRUA Interconnects
  - Transmission Mains
  - Watermain
  - Corporate Limits
- Pressure**
- ≤20 psi
  - ≤30 psi
  - ≤40 psi
  - ≤60 psi
  - ≤80 psi
  - ≤100 psi
  - ≤120 psi
  - >120 psi

0 3,000 Feet







Maximum Daily Demand - Pressure - Figure 4

City of Newton, IA  
April, 2026

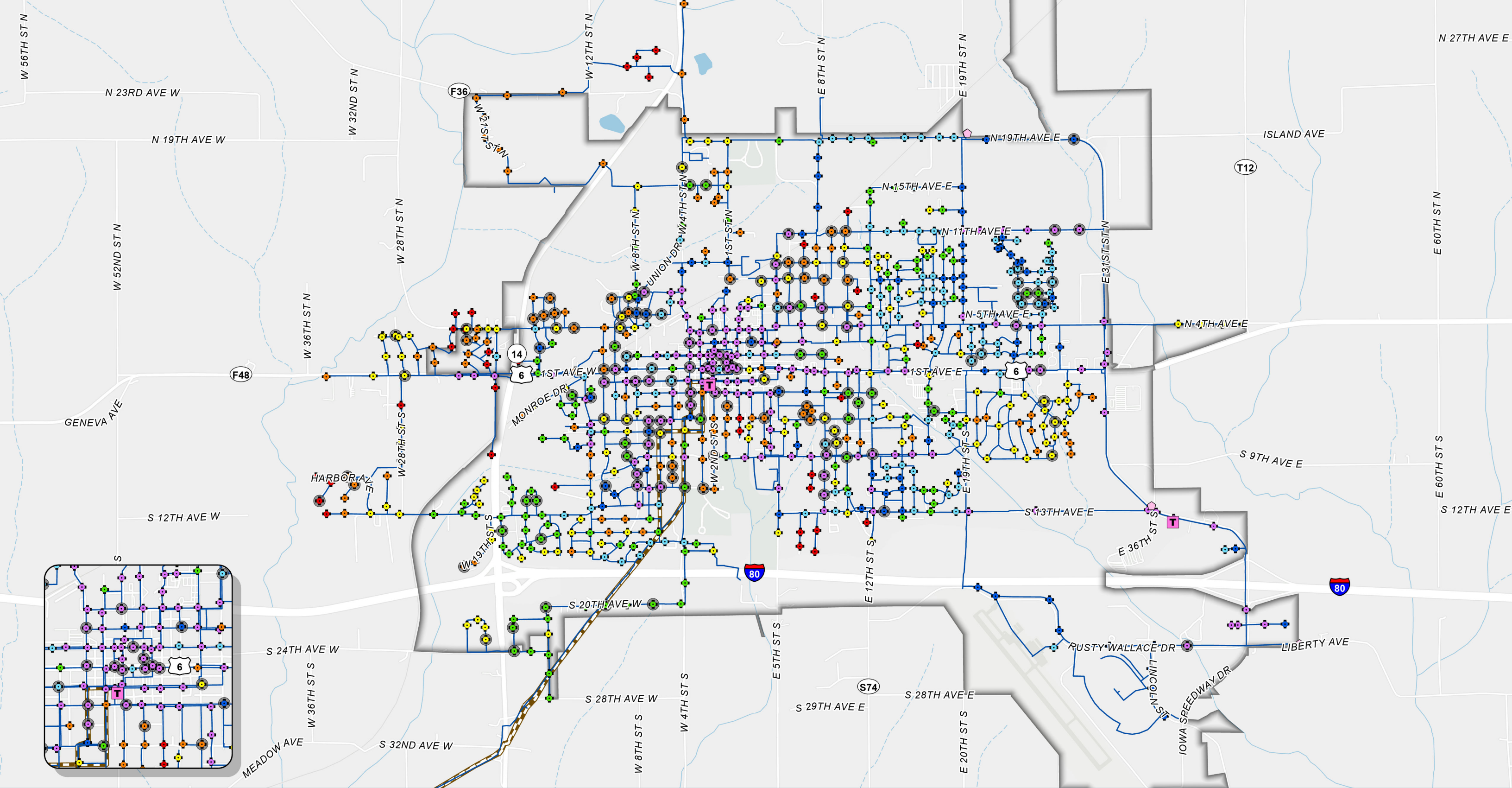
- Water Tower
- Transmission Mains
- ≤20 psi
- ≤30 psi
- ≤40 psi
- ≤60 psi
- ≤80 psi
- ≤100 psi
- ≤120 psi
- >120 psi
- Historical Water Well
- Watermain
- IRUA Interconnects
- Corporate Limits

0 3,000 Feet



Source: City of Newton, Jasper County, IADOT





Maximum Daily Demand - Fire Flow - Figure 5

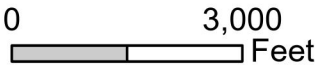
City of Newton, IA

April, 2026

- Water Tower
- IRUA Interconnects
- Hydrants To Retest
- Transmission Mains
- Watermain
- Corporate Limits

- Available Fire Flow
- ≤500 gpm
  - 500 - 1000 gpm

- 1000 - 1500 gpm
- 1500 - 2000 gpm
- 2000 - 2500 gpm
- 2500 - 3000 gpm
- 3000 - 3500 gpm



Source: City of Newton, Jasper County, IADOT

# **Newton Water Works Hydraulic Modeling Overview**

City Council Presentation  
July 6, 2026

# Project Purpose

- Evaluate water distribution system performance
- Develop a hydraulic model using Bentley WaterGEMS
- Assess pressures and Fire flow
- Identify operational and infrastructure deficiencies

Support:

- Capital improvement planning
- Operational decision-making
- Assist with project prioritization

# Water System Overview

- Newton Water Works serves:
  - Newton
  - Lambs Grove, Country Club Acres and Bittersweet
  - Wholesale customer: Iowa Regional Utilities Association
- IRUA wholesale demand represents over 50% of treated water production
- Major infrastructure includes:
  - 18 active alluvial wells
  - 1 Deep Jordan Well
  - 7.2 MGD Lime softening water treatment plant
  - 2 transmission mains 16" & 20"
  - 2 Elevated towers and 3 ground storage reservoirs = 6.5MG
  - 4 High Service Pumps, Plant Pump Station
  - 1 Booster pumping station, Central Pump Station 5 pumps
  - 126 Miles of Distribution mains ranging from 2" to 16"

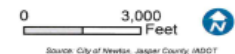


City of Newton, IA

 Water Tower    
  Transmission Mains    
 **Watermain**    
  4"    
  10"    
  16"

 Historical Water Well    
  Corporate Limits    
  2"    
  6"    
  12"

 IRUA Interconnects    
  3"    
  8"    
  14"



# Water Demand & Capacity

- Permitted Plant Capacity: 7.2 MGD
  - Average Daily Demand (ADD): 4.58 MGD
  - Maximum Daily Demand (MDD): 6.77 MGD
  - Remaining Peak Capacity: 0.43 MGD
- Challenges:
- Aging well and plant infrastructure, increasing maintenance needs
  - Aging transmission mains
  - Aging, undersized or dead-end distribution mains
  - Continued growth Northeast service area
  - Funding infrastructure replacement

# Storage Evaluation

- Required Storage: 3.64 MG
- Available Storage: 6.50 MG
- Storage Surplus: 2.86 MG
- Tank Turnover rate: 1.8 days
- Conclusion: Adequate storage capacity,  
Recommended turnover rate 1 to 2 days

# Design Criteria

## Ten States Standards

- Minimum working pressure: 35 psi
- Typical operating pressure: 60–80 psi
- Minimum emergency pressure: 20 psi
- Minimum hydrant main size: 6 inches
- Preferred velocity: less than 5 ft/sec

# FIRE FLOW RECOMMENDATIONS

ISO guidance varies by building size and occupancy:

- Residential minimum: 1,000 gpm
- Commercial/industrial: typically 3,500 gpm for 3 hours

Small-diameter or dead-end mains may not be able to deliver the required flows.

# Hydraulic Model Development

Model developed using GIS infrastructure data

## **Field verification included:**

- 15 hydrant flow tests
- Pressure observations
- Pump operating conditions

## **Challenges encountered:**

- Limited as-built records
- Missing pump curves
- May be unknown private water main connections
- Model calibrated conservatively for planning purposes

# Hydraulic Model Pressure

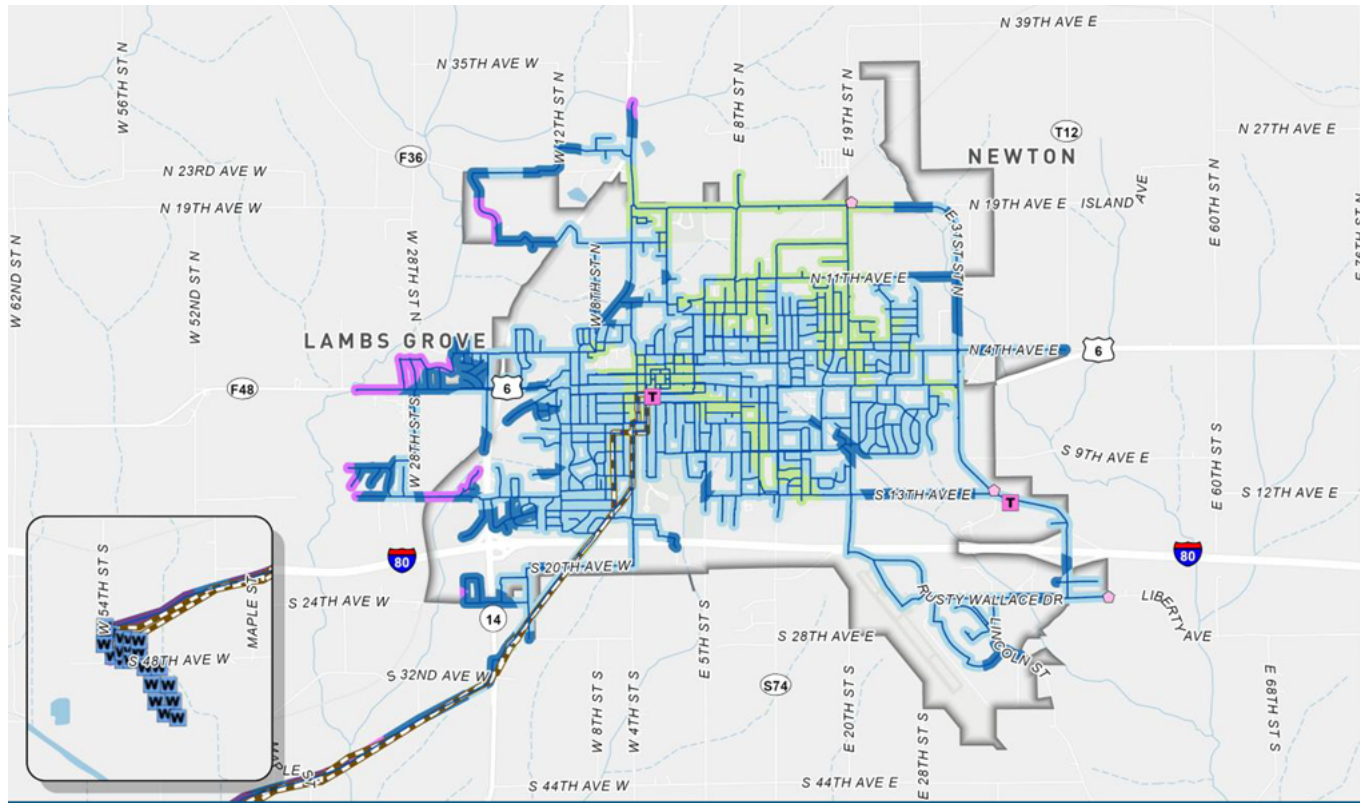
The Ten States Standards recommend:

- Minimum working pressure: 35 psi
- Typical operating range: 60–80 psi
- Minimum system pressure under all flow conditions: 20 psi (verifies there is adequate water pressure during emergencies or prolonged outages)

## – Model Pressure Results

- In both ADD and MDD conditions, all system pressures exceed 40 psi, with most between 40 and 80 psi. Between ADD and MDD, average pressures drop from 67psi to 59 psi.
- Lower pressures limited primarily to transmission mains, due to long distance & elevation gain, no customers on transmissions
- All Newton Water customer areas exceed minimum pressure requirements

# Model-Predicted Average Day Demand Pressure Results



## Average Daily Demand - Pressure

Water Tower

Transmission Mains

Watermain

Corporate Limits

Historical Water Well

IRUA Interconnects

IRUA Interconnects

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

Pressure

City of Newton, IA

April, 2026

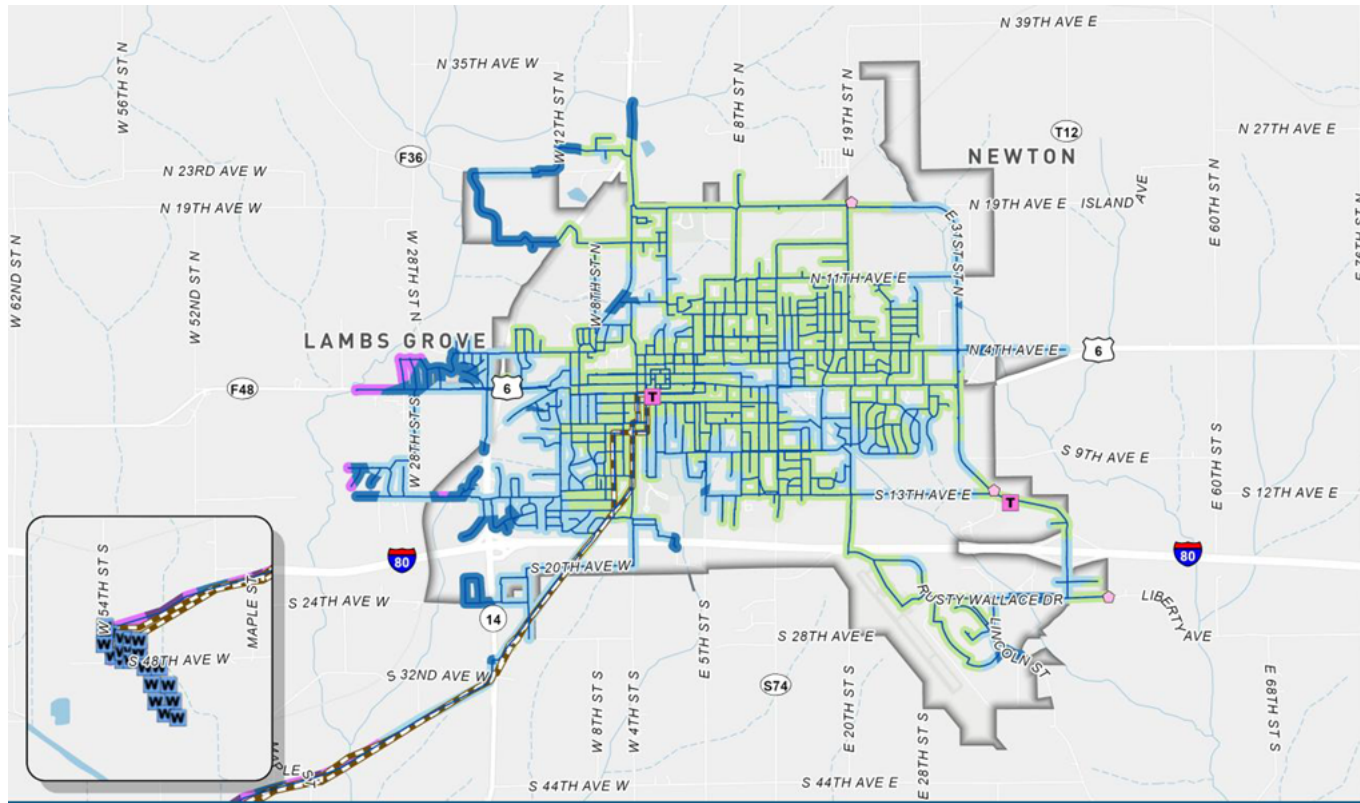
0 4,500 Feet



Source: City of Newton, Jasper County, IADOT



# Model-Predicted Maximum Day Demand Pressure Results



## Maximum Daily Demand - Pressure

Water Tower

Historical Water Well

IRUA Interconnects

Transmission Mains

Watermain

Corporate Limits

**Pressure**

≤20 psi

≤30 psi

≤40 psi

≤60 psi

≤80 psi

≤100 psi

≤120 psi

>120 psi

City of Newton, IA

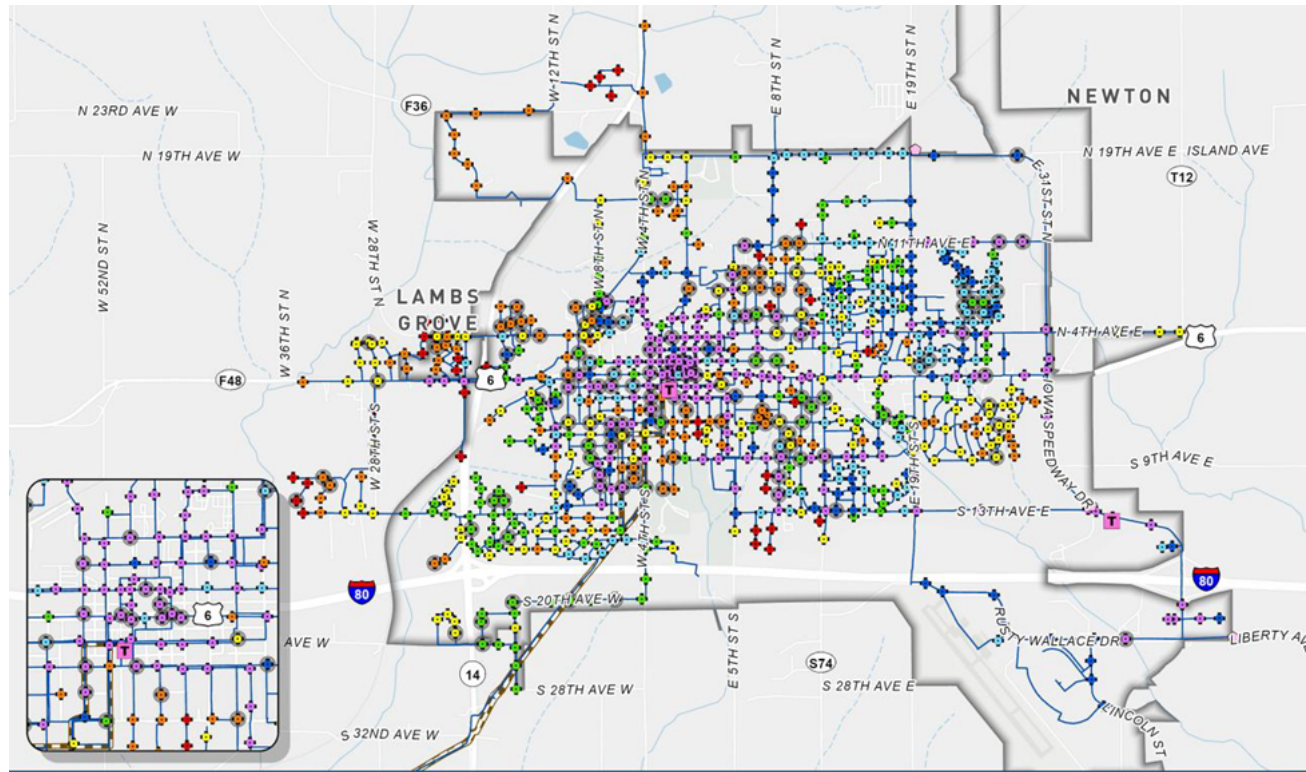
April, 2026

0 4,500 Feet



Source: City of Newton, Jasper County, IADOT

# Model-Predicted Available Fire Flow MDD



## Maximum Daily Demand - Fire Flow

- Water Tower
- IRUA Interconnects
- Hydrants To Retest
- Transmission Mains
- Watermain
- Corporate Limits

## Available Fire Flow

- ≤500 gpm
- 500 - 1000 gpm
- 1000 - 1500 gpm

- 1500 - 2000 gpm
- 2000 - 2500 gpm
- 2500 - 3000 gpm
- 3000 - 3500 gpm

City of Newton, IA

April, 2026

0 3,500  
Feet



Source: City of Newton, Jasper County, ADOT

# Fire Flow Analysis MDD

**Table 4. Model-Predicted Available Fire Flow for MDD Conditions**

| <b>Available Flow Range (gpm)</b> | <b>Number of Hydrants</b> | <b>Percent (%)</b> |
|-----------------------------------|---------------------------|--------------------|
| <500                              | 36                        | 4.8%               |
| 500 - 1000                        | 117                       | 15.5%              |
| 1000 - 1500                       | 132                       | 17.5%              |
| 1500 - 2000                       | 127                       | 16.8%              |
| > 2000                            | 343                       | 45.4%              |

# Key Findings

- Existing storage capacity is adequate
- Distribution pressures generally meet standards
- Fire flow deficiencies are localized
- Dead-end and undersized mains create hydraulic limitations
- Aging infrastructure requires long-term investment planning
- Model provides strong foundation for future planning

# Strategic Planning Opportunities

- Hydraulic model can support:
- Future development analysis
- Water main sizing
- Storage planning
- Fire flow evaluations
- Capital improvement prioritization
- System resiliency planning

# Recommended Model Improvements

- **Near-Term Recommendations**
- Investigate priority hydrants
- Verify valve conditions
- Improve GIS asset data
- Collect additional pressure and flow data
- Obtain manufacturer pump curves
- The hydraulic model identified locations where fire flow results may be overstated due to: Closed valves, deteriorated or restricted water mains. These locations have been flagged for future field verification to confirm actual system performance.
- **Long-Term Recommendations**
- Develop extended period simulation (EPS) model
- Expand SCADA data collection
- Continue asset management integration
- Evaluate future storage and transmission improvements

# Conclusion

- Current system performs adequately under most conditions
- System pressures meet recommended standards throughout the distribution system under steady-state conditions, excluding transmission mains.
- Targeted infrastructure improvements are needed
- Hydraulic model is a critical planning tool
- Future investment will support:
  - Reliability
  - Fire protection
  - Growth
  - Operational efficiency

# Recommended System Improvements

- Fire flow deficiencies are generally limited to areas served by smaller diameter or dead-end water mains.
- Fire flow performance can be improved by:  
Upsizing water mains serving low-flow hydrants,  
Looping dead-end water mains to improve circulation and capacity.
- Improving hydrant laterals where applicable.  
Replacing deteriorated or restricted aging mains