



Newton City Council Agenda

March 17, 2025 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

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. March 3, 2025 Regular City Council Meeting Minutes
4. March 10, 2025 Special City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Murph and Mary's - LC0049455, 403 W 4th St N, Bldg 17, Ste 104, Class C Retail Alcohol License, Outdoor Service renewal; West End - LB0000439, 1325 1st Ave W, Class B Retail Alcohol License renewal
6. Approve August 1, 2025 - June 30, 2026 Cigarette/Tobacco/Nicotine/Vapor License for Brewco Marketing Group, 3333 Rusty Wallace Dr
7. Designate April 7, 2025 as a public hearing date for the 1st Budget Amendment for Fiscal year 2024-2025
8. Resolution Reappointing Carson Claypool to the Newton Downtown Self-Supported Municipal Improvement District Board for a Term Ending June 30, 2027
9. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-03)
10. Resolution repealing the 2024 City of Newton Supplemental Specifications and SUDAS Standard Specifications and the Design Manual and adopting the 2025 editions of both the SUDAS Standard Specifications and Design Manual along with the 2025 City of Newton Supplemental Specifications to said 2025 editions of the SUDAS Standard Specifications and Design Manual

11. Resolution approving change order #1 for 2024-01 Streetscape Improvement Project
12. Resolution approving change order #3 for the Union Drive Reconstruction Project
13. Resolution approving the donation of two Maytag Pool season passes to the Downtown Dreams Newton Main Street fundraiser
14. Resolution approving the donation of one Westwood Golf Course eighteen-hole, ten-punch pass to the Downtown Dreams Newton Main Street fundraiser
15. Resolution accepting completion of the Westwood Golf Course Clubhouse Shell
16. Resolution amending Ball Team, Inc.'s Westwood Clubhouse Bar Construction Change Order to include Time Extension Fee and Approving Countertop Purchase from L&L Custom Tops of Newton, Iowa
17. Resolution Approving The 2025 Independence Day Fireworks Proposal
18. Resolution Amending the Cemetery Administrative Rules
19. Resolution approving change order #1 for the Water Treatment Plant Controls and Telemetry Replacement Project
20. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 9553
21. Resolution setting a Public Hearing for the sale of City-owned property at 721 East 7th Street North, Newton, Jasper County, Iowa
22. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Airport Apron Expansion Project
23. 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 2025-01 PCC Patching Project
24. Approve Bills

Ordinance

25. Third Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title V, Chapter 54, Waterworks Section 54.02 – 54.19 by adding or deleting language
 - In November of 2022 Council approved a reorganization, creating the Utilities Department, and placing waterworks under the Utilities Department. Numerous language changes throughout this ordinance are to reflect Utilities, versus Public Works.
 - Other changes include clarification of numerous code sections, updates to operational procedures and adjustment to the service fee schedule.
26. Second consideration of Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 52: Sewers
 - Proposed ordinance changes include: disconnecting old faulty sanitary sewer service pipes from the public sanitary sewer main, at the time of demolition of an old building.

- Requiring the installation of backwater valves on all new sanitary sewer service lines, at the time of installation.
 - Increasing the financial assistance to qualified applicants for removal of prohibited discharge into the sanitary sewer from \$1,000 to \$1,500, per each qualified project and increasing the total financial assistance from \$3,000 to \$4,500.
27. Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 800 block of East Fourteenth Street North
- The City received safety concerns regarding parking on both sides of the street in the 800 blk E 14th St N.
 - The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommends restricting parking on the east side of the street.
 - 14 surveys of the neighborhood were conducted with five (5) residents approving of the proposed changes and zero (0) opposing.
28. Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1400-1500 Block of North Ninth Avenue Place East
- The City received safety concerns regarding street parking in the 1400-1550 blk N 9th Ave Pl. E.
 - The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommends restricting parking on the south of the street.
 - 22 neighborhood surveys were conducted with six (6) residents approving the proposed changes and two (2) opposing.
29. First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title IX: General Regulations, Chapter 95: Cemeteries
- Due to a staff reorganization in 2024, references in Chapter 95: Cemeteries to the Community Services Manager are out dated.
 - This ordinance amendment replaces Community Services Manager or Designee with Community Development Director or designee.

Resolution

30. Resolution approving Professional Services Agreement with Bolton/Menk for Westwood Golf Course Water Main loop design
- The water distribution system currently terminates at a long dead-end near the driveway of Westwood Golf Course on Hwy F-48.
 - The already undersized water main in this area is insufficient to supply the new clubhouse with the necessary water flow to support its fire sprinkler system.

- The proposed water main improvement project will install a new 8-inch diameter water main, connecting the existing 6-inch water main at W 28th St S to the existing 4-inch water service line at Westwood Golf Course. This will create a looped water distribution system, enhancing both capacity and reliability.
31. Resolution Approving the Variance Request for Westwood Golf Course Clubhouse and Adherence to Variance Requirements
- The Westwood Clubhouse project automatic fire suppression system required by code will not be operational at the time of opening for the building.
 - A variance was presented to the Iowa Department of Inspections, Appeals, and Licensing has been conditionally approved.
 - The City is required to issue a letter stating they will comply with the requirements of the variance.
32. Resolution approving the purchase of Kitchen Equipment for the Westwood Clubhouse
- The City has received quotes for kitchen equipment for the new Westwood Clubhouse.
 - This resolution authorizes the purchase of necessary kitchen equipment from Bolton and Hay for \$101,332.90 plus a freight cost not to exceed \$2,000.
33. Resolution awarding contract for the Demolition Project 2025-01
- Curb appeal continues to be a focus of the City per the adopted comprehensive plan
 - The City acquired 427 N 3rd Ave E and 306 E 8th St S with the intent to demolish the structure on this property through the Dangerous and Dilapidated Program
 - The apparent low bidder is D.W. Zinser Co. Inc of Walford, Iowa. City staff's cost estimate for this project was \$62,077.95. The completion date for the project is June 20, 2025. \$41,965.00 in Dangerous and Dilapidated Building Program funds will be used to pay for the abatement and demolition work.
34. Resolution approving a low-moderate income housing set-aside grant for 203 East 8th Street South, Newton
- The property owner of 203 East 8th Street South is seeking LMI grant assistance with sidewalk removal/replacement and a new water service line.
 - The owner income-qualifies for the City's LMI Existing Housing Grant Program.
 - This resolution authorizes a grant for the work in an amount not to exceed \$16,300.00.
35. Resolution approving a low-moderate income housing set-aside grant for 323 East 10th Street North, Newton

- The home at 323 East 10th Street North is owner-occupied, and the owner qualifies for the city's Low-Moderate Income Existing Housing Improvement Grant.
 - The owner has made an application in the plumbing category and has submitted a quote from a local contractor.
 - The resolution approves a \$5,426.25 grant for 323 East 10th Street North.
36. Resolution approving a low-moderate income housing set-aside grant for 605 East 27th Street South, Newton
- The home at 605 East 27th Street South is owner-occupied, and the owner qualifies for the city's Low-Moderate Income Existing Housing Improvement Grant.
 - The owner has made an application in the plumbing category and has submitted a quote from a local contractor.
 - The resolution approves a \$750.00 grant for 605 East 27th Street South.
37. Resolution approving an agreement between the City of Newton, Iowa, Miller Property Solutions, LLC, Best Midwest Properties, LLC and Hundling Construction, Inc. regarding property located at 410 East 4 1/2 Street South, Newton, Iowa
- By Resolution 2024-047, the City Council authorized the filing of an abandoned building petition under Iowa Code 657A.10 for the property at 410 East 4 1/2 Street South.
 - The property owner seeks to sell the property to a buyer who intends to rehabilitate the home in accordance with City Code.
 - This agreement allows for that sale and rehabilitation project to proceed, with a commitment by the City to dismiss the case upon issuance of a Certificate of Occupancy. The agreement also includes language which allows the petition to move forward in the case that rehabilitation deadlines are not met.
38. Resolution awarding contract for 2025 fire hydrant painting project
- The Water Distribution Division maintains a network of fire hydrants to ensure public safety and fire protection throughout the water distribution system. To preserve their functionality and visibility, the hydrants require routine maintenance, including sandblasting and painting.
 - A Request for Quote (RFQ) was issued inviting qualified contractors to submit bids for the 2025 Hydrant Painting Project, which included a price per unit for sandblasting, priming and repainting 100 fire hydrants in the SE quadrant of the City of Newton, J.R. Stelzer Co. had the lowest responsive quote.
39. Resolution approving change order #4 for the WPC Plant Improvements Project
- On October 24, 2022, Council approved a contract for \$5,897,300.00 to Woodruff Construction LLC. for the WPC Plant Improvements Project. This project included multiple upgrades to

the Water Pollution Control Treatment Plant, as well as the Southwest Pump Station.

- Change order #4 includes multiple items that have been combined into a single change order.
- The total amount of change order #4 is a deduction of \$34,561.73.

40. Resolution awarding a Professional Services Agreement for Engineering and Design of 2025-01 Iowa Speedway Dr. Sidewalk Project

- Safety concerns for pedestrian traffic along Iowa Speedway Dr. to Walmart have been reported to the City Staff and elected officials.
- This project was on the list of city goals for 2025.
- Bolton & Menk have a clear scope of the work and have provided a reasonable fee of \$27,600 for the survey and design of the 2025-01 Iowa Speedway Dr. Sidewalk Project

41. Resolution Combining Loan Agreements and Authorizing the use of a Preliminary Official Statement in Connection Therewith

- During the construction phase of the Westwood Clubhouse, it was discovered that the water pressure is not sufficient for the fire suppression system. In order to move forward with construction of the clubhouse, it is necessary to upgrade the existing water lines for the facility to improve water pressure.
- A Public Hearing for General Obligation Bonds was held on December 2, 2024 authorizing up to 2.9 million dollars for Water Projects. This authorizes the City Council to add this additional expense to the 2025 bond agreements.
- This Resolution also authorizes the preparation and use of a Preliminary Official Statement describing the bonds.

42. Resolution approving an Engineering Services Agreement for the Design of the E 12th St and 1st Ave E Stormwater Improvements Project

- Heavy rains were received on May 21, 2024, causing harm to businesses and residents.
- City Staff sought a Professional Services Agreement to Survey and Design stormwater detention and sewer main improvements.
- HR Green has provided a Professional Services Agreement for the survey, design, and permitting. The agreement includes two sets of engineering plans to allow the project to be bid in two phases with available funds. This agreement is not to exceed \$247,000 to be paid from 2025 bonds and 1st Ave E TIF Funds.

43. Resolution approving the South Central Pump Station as the location of the Newton Animal Control Facility

- The animal housing agreement with Parkview Animal Hospital was officially dissolved in October 2024. The City is required to provide animal control services per City Code.

- A modular kennel was purchased for use as an animal control facility. The South Central Pump Station meets or exceeds the location needs of the facility.

44. Resolution approving the location of the Fire/Police Storage Facility
- Both police and fire departments are in need of a storage facility for items too large to store in current facilities.
 - Both departments have lost previous storage facilities.
 - This facility's primary function is for storage. The facility can be used for informal training and testing.

Mayor/Council Comments

45. Mayor and Council Comments

Closed Session

46. Closed Session under Iowa Code Section 21.5.1.j, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed

Return to Open Session

47. Return to Open Session

Adjourn

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

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
MARCH 3, 2025, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

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

Presentation

2. Iowa Speedway Update - Iowa Speedway President Eric Peterson

Peterson spoke about how impactful the Iowa Speedway has been. The first NASCAR Cup Series was hosted here in June 2024. This was the most watched race on NBC or any other NASCAR broadcast since 2023. Average viewership was close to 3 million. The Xfinity series was the number 2 sporting event. They were able to sell out all three days. 59% were first-time NASCAR attendees and 73% traveled more than 50 miles. They appreciate all the support from the state and the city. The plan is to host an event at least once a month when it is not winterized. An upcoming event is the WHO tractor ride.

Citizen Participation

3. There was no citizen participation.

Consent Agenda

Moved by Dalton, seconded by Mullan to approve consent agenda items 4-16. AYES: Six. NAYS: None. Consent Agenda was adopted.

4. February 17, 2025 Regular City Council Meeting Minutes

5. Approve Liquor Licenses for the following: Fore Seasons, 600 N 2nd Ave W, Special Class C Retail Alcohol License for Special Event April 23-27, 2025

6. Resolution appointing Kayla Johnson to the Newton Downtown Self-Supported Municipal Improvement District Board for a term ending JUNE 30, 2027
Resolution 2025-060 adopted.

7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-02)
Resolution 2025-061 adopted.

8. Resolution approving lime sludge removal contract 1-year extension with Jon Taylor
Resolution 2025-062 adopted.

9. Resolution Authorizing a Fund Transfer from the North Central Urban Renewal Fund to the Park Bond Fund in the Amount of \$35,000 for the Dog Park
Resolution 2025-063 adopted.

10. Resolution Approving a Property Tax Rebate for the Newton Senior Residence, LLC Property Located Within the North Central Urban Renewal Area
Resolution 2025-064 adopted.

11. Resolution awarding contract for the 2025-01 subdrain collector line project
Resolution 2025-065 adopted.

12. Resolution approving a roof repair project for the water treatment plant
Resolution 2025-066 adopted.

13. Resolution approving the Newton Sanitary Landfill fee schedule
Resolution 2025-067 adopted.

14. 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 E (Hwy 6) Traffic Signal Upgrades Project
Resolution 2025-068 adopted.

15. Resolution Setting a Date For a Public Hearing on the Proposed Property Tax Levy for Fiscal Year July 1, 2025 – June 30, 2026
Resolution 2025-069 adopted.

16. Approve Bills

Public Hearing

17. Public Hearing on Proposal to Enter Into an Essential Purpose Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing to enter into an essential purpose loan agreement. There was one written comment from Carole Doane that was distributed to the council. Finance Officer, Lisa Frasier, addressed the questions. She assured council that the city does not intend to increase the levy at all in order to pay for the bond. This bond does not impact the general fund and would only be paid for with debt service funds, TIF funds, or enterprise funds. We are borrowing in this bond for police and fire equipment that continually needs replacement due to use, wear, and tear. Also, the golf clubhouse is for phase 3. It is important to have a vibrant downtown. The grants provided would only be paid for by TIF funds and not taxpayer money. Although the animal control facility has a higher upfront cost, there would be a savings of more than an estimated \$60,000 per year versus paying Parkview around \$90,000 per year. It is important to keep up with the maintenance of our pool to keep it in good working order. Moved by Hallam, seconded by Ervin to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
18. Public Hearing on Proposal to Enter Into a Parks and Recreation Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing to enter into a parks and recreation loan agreement. The one written comment from Carole Doane was addressed in the previous public hearing. Moved by Hallam, seconded by Mills to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
19. Public Hearing on Proposal to Enter Into a Public Facilities Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing to enter into a public facilities loan agreement. The one written comment from Carole Doane was addressed in the first public hearing. Moved by Mills, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
20. Public Hearing on Proposal to Enter Into a Urban Renewal Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing to enter into an urban renewal loan agreement. The one written comment from Carole Doane was addressed in the first public hearing. Moved by Ervin, seconded by Mills to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
21. Resolution taking additional action on proposal to enter into General Obligation Loan Agreements and combining Loan Agreements in connection therewith
Moved by Mills, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-070 adopted.

Ordinance

22. Second Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title V, Chapter 54, Waterworks Section 54.02 – 54.19 by adding or deleting language
Moved by Ervin, seconded by Dalton to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.
23. First consideration of Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 52: Sewers
Moved by Simbro, seconded by Mills to approve the first consideration of the Ordinance. Jerry Chandler, owner of 539 W 10th St N, spoke about backwater valves and a request to get sewers fixed. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.
24. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 800 block of East Fourteenth Street North
Moved by Mullan, seconded by Hallam to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.
25. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1400-1500 Block of North Ninth Avenue Place East
Moved by Hallam, seconded by Dalton to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Resolution

26. Resolution authorizing entering into an agreement for residential solid waste and recycling collection and disposal
A motion was made by Mills, seconded by Ervin to open up for public comment on this resolution. Various residents spoke on behalf of using a local business. Each of the haulers was given 5 minutes to present. Moved by Ervin, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-071 adopted.
27. Resolution approving a three-year contract for removal of wastewater biosolids
Moved by Simbro, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-072 adopted.

Staff Report

28. Police Department Annual Report - Chief Rob Burdess
This is regarding the calendar year 2024. The PD has 33 full-time, 1 part-time and 3 seasonal employees. There will be a large batch of retirements coming up in 4 years. The total calls for service was 14,512, down a little from last year. FBI Part I crimes, which are violent and property crimes, have continually decreased since 2019. Part II crimes, which are minor crimes such as criminal mischief, vandalism, drunkenness and fighting, have continually decreased since 2022. Juvenile crime has exploded since Covid. In the second year of having K9 Lobo, he has had 32 deployments, 20 arrests and 54 criminal charges. He apprehended an escaped inmate and his work has led to multiple search warrants. Just under 1000 parking tickets were issued. There were 898 grass complaints and 382 property nuisance reported and 240 abatements completed. 857 animal complaints were reported. 168 strays were taken to Parkview. 95 owners reclaimed their pets. 34 dogs were deemed problematic or dangerous. 28 dog bites were reported. The ALPR cameras were used in 26 cases that led to 16 arrests, including the multijurisdictional skimmer case throughout Iowa and Missouri. Officers were involved in Safety Fest, Cops & Bobbers, Safety city, RV TV, National Night Out, Trick or Treat, and Shop with a Cop. Upcoming projects include the animal control facility, a radio upgrade, rifle shield installs, accreditation, and the joint public safety building.

Mayor/Council Comments

29. Mayor and Council Comments
Mayor George spoke about some fundraising events, including the Main Street Downtown Dreams event on April 3rd and the MercyOne Gala on April 26th. There is also a free presentation at the Alta House on March 22nd where historical figures are brought to life, "With Malice Toward None". Ervin spoke about various positive things going on in Newton such as Rail Park, Fast Pitch, and the Iowa Speedway events. This will bring people to our community to spend money. He also announced that we have 8 to 10 new builders in our community now. It is cool to see that growth. He referenced other communities that have annexed land in order to grow business and homes. We need to think about the future and how we are going to grow.

Adjourn

Moved by Mills, seconded by Hallam to adjourn the meeting at 8:11 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

NEWTON SPECIAL MEETING CITY COUNCIL MEETING MINUTES
MARCH 10, 2025, 6:00 PM

Call to Order

1. Roll Call

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

Closed Session

2. Iowa Code Section 21.5.1.j, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

At 6:02 P.M., it was moved by Mills, seconded by Dalton to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

3. Return to Open Session

Council returned to open session at 7:46 P.M. with all members present.

Adjourn

Moved by Hallam, seconded by Mills to adjourn the meeting at 7:46 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

RESOLUTION NO. 2025-_____

RESOLUTION REAPPOINTING CARSON CLAYPOOL TO THE NEWTON DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT BOARD FOR A TERM ENDING JUNE 30, 2027.

WHEREAS, Carson Claypool, First Newton National Bank, 100 N 2nd Avenue W, currently serves on the Newton Downtown Self-Supported Municipal Improvement District Board, and his term expired on June 30, 2024, and

WHEREAS, Carson Claypool has expressed an interest in continuing to serve on the board and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Carson Claypool is hereby reappointed to the Newton Downtown Self-Supported Municipal Improvement District Board for a three-year term expiring June 30, 2027.

PASSED this 17th day of March, 2025

APPROVED this _____ day of March, 2025

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

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. 25-03)

Summary:

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

Financial Impact:

Cost Recovery: \$650.00

Report Number: 2025-231

Date:

March 17, 2025

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 2025- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 25-03)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 25-03: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 25-03: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 25-03: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 25-03: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-03: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net	Abatement	Admin.	Total Amount	Legal	Date Abated
				Assessed Property Value					
Chagani Brothers LLC	834138004	115 N 2nd Ave E	Newton	\$194,250	\$100.00	\$150.00	\$250.00	ORIGINAL PLAT LOTS 1 & 2 BLK 15	2/13/2025
Best Midwest Properties LLC	834110007	122 N 2nd Ave W	Newton	\$168,140	\$50.00	\$150.00	\$200.00	ORIGINAL PLAT W 22' OF E 44' LOT 5 BLK 9	2/13/2025
EZ Construction Inc	834152008	310 S 2nd Ave W	Newton	\$58,990	\$50.00	\$150.00	\$200.00	ORIGINAL PLAT S 1/2 LOT 7 BLK 18	2/13/2025
				TOTAL:			\$650.00		

City of Newton Council Report

**Item:**

Resolution repealing the 2024 City of Newton Supplemental Specifications and SUDAS Standard Specifications and the Design Manual and adopting the 2025 editions of both the SUDAS Standard Specifications and Design Manual along with the 2025 City of Newton Supplemental Specifications to said 2025 editions of the SUDAS Standard Specifications and Design Manual

Summary:

Approval of the 2025 editions of the SUDAS Standard Specifications and SUDAS Design Manual and the 2025 City of Newton Supplemental Specifications to said documents.

Financial Impact:

None

Report Number: 2025-205

Date:

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

On April 20, 1998, the Newton City Council approved the City's use of the Des Moines Metropolitan Design Standards and the Urban Standard Specifications for Public Improvements, now known as the SUDAS (Statewide Urban Design and Specifications) Standard Specifications and SUDAS Design Manual. After adopting these specifications and design standards, supplemental specifications were approved to address Newton's specific requirements.

SUDAS specifications are used as the construction specifications on most public improvement projects and other construction work in the public right-of-way. These specifications include sections on earthwork, sewer and water mains, manholes, intakes, streets, sidewalks, driveways, erosion control, demolition, traffic signals, project bidding, and construction administration.

The SUDAS Design Manual is used as a design guide by the City and developers when preparing plans for public improvements, subdivisions, and other projects. Sections include information on contract documents and plan preparation, stormwater, sanitary sewers, water mains, roadway design, geotechnical, erosion control, parking lots, utilities, street trees, street lighting, sidewalks and bike trails, traffic signals, and trenchless construction.

The SUDAS Specifications and Design Manuals are updated annually by the SUDAS advisory committee, making it necessary to update Newton's Supplemental Specifications to reflect references to various items in these new editions accurately. The proposed revisions to the City of Newton Supplemental Specifications are minor and include the following:

- Various revisions to accurately reference wording used in the current SUDAS specifications.

The proposed 2025 Supplemental Specifications have been reviewed and approved by the Public Works Director and the Utility Department Director for their respective areas of responsibility.

Recommendation:

Approval of the attached resolution repealing the said 2024 City of Newton Supplemental Specifications and adopting the 2025 editions of the SUDAS Standard Specifications and Design

Manual, along with the 2025 City of Newton Supplemental Specifications.

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. 2025 – _____

Resolution repealing the 2024 City of Newton Supplemental Specifications and SUDAS Standard Specifications and the Design Manual and adopting the 2025 editions of both the SUDAS Standard Specifications and Design Manual along with the 2025 City of Newton Supplemental Specifications to said 2025 editions of the SUDAS Standard Specifications and Design Manual.

WHEREAS, the Newton City Council on April 20, 1998, adopted the General City of Newton Supplemental Specifications to the Des Moines Metropolitan Design Standards Manual, current edition, and Urban Standard Specifications for Public Improvements, current edition; and

WHEREAS, said specifications and design guidelines are used for numerous City of Newton construction, repair, and demolition projects, along with contract administration of said projects; and

WHEREAS, the original specifications and design manual have gone through changes, updates, and additions, including a name change to SUDAS (Statewide Urban Design and Specifications program); and

WHEREAS, the Public Works Department has reviewed the 2025 revisions to the specifications and design manual and has written proposed supplemental specifications for the current documents; and

WHEREAS, the proposed supplemental specifications have been reviewed by the City of Newton Public Works Director and the Utility Department Director in their respective areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2024 City of Newton Supplemental Specifications to both the 2024 edition of the SUDAS Standard Specifications and the 2024 edition of the SUDAS Design Manual adopted on February 19, 2024, are hereby repealed; and

BE IT FURTHER RESOLVED by the City Council of the City of Newton, Iowa, that the 2025 editions of the SUDAS Standard Specifications and Design Manual are hereby adopted along with the 2025 City of Newton Supplemental Specifications to said 2025 editions of the SUDAS Standard Specifications and Design Manual.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving change order #1 for 2024-01 Streetscape Improvement Project

Summary:

Approving change order #1 to Manatt's Inc. for the 2024-01 Streetscape Improvement Project

Financial Impact:

Council previously approved a contract for \$831,115.90 on July 15, 2024; this action would approve a change order for an additional \$16,080.00 to be paid from North Central TIF Bonds.

Report Number: 2025-212**Date:**

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

On July 15, 2024, Manatt's Inc. was awarded the 2024-01 Streetscape Improvement Project along N 2nd Ave E and the 100 blocks of E 2nd St N and E 3rd St N. During work, it was discovered no bid line item for ADA detectable warning was included, and was not stated to be a part of any other bid line item.

Manatts and their Sub contractor A&A Concrete have submitted a change order that has been reviewed by public works staff. After reviewing the proposed changes, Manatt's Inc. has proposed a net increase to the project of \$16,080.00. Per City of Newton specs and the adopted SUDAS specs, ADA panels are to be paid as a separate line item. The contractor has installed all ADA warning at needed locations. The additional costs will be paid from North Central TIF Bonds.

Recommendation:

Recommend approving change order #1 from Manatt's, Inc. in the amount of \$16,080.00

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CHANGE ORDER #1 FOR 2024-01
STREETSCAPE IMPROVEMENT PROJECT**

WHEREAS, On July 15, 2024, Manatt's Inc. was awarded the 2024-01 Streetscape Improvement Project along N 2nd Ave E and the 100 blocks of E 2nd St N and E 3rd St N. During work it was discovered no bid line item for ADA detectable warning was included, and was not stated to be a part of any other bid line item; and

WHEREAS, Manatts and their Sub contractor A&A Concrete have submitted a change order that has been reviewed by public works staff. After reviewing the proposed changes, Manatt's Inc. has proposed a net increase to the project of \$16,080.00; and

WHEREAS, Per City of Newton specs and the adopted SUDAS specs, ADA panels are to be paid as a separate line item. The contractor has installed all ADA warning at needed locations. The additional costs will be paid from Central TIF Bonds; and

NOW, THEREFORE, BE IT RESOLVED, that change order #1 to Manatt's Inc. in the amount of sixteen thousand, and eighty dollars and zero cents (\$16,080.00), for the 2024-01 Streetscape Improvement project, is hereby approved and will be funded from North Central TIF Bonds;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #1 executed by Manatt's Inc of Brooklyn, IA for the 2024-01 Streetscape Improvement Project, be signed by the Mayor on behalf of the City.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton Public Works
303 W 4th St N, Suite 501
Newton, IA 50208

CHANGE ORDER No. 1

Owner: City of Newton Project Title: 2024-01 Streetscape Improvement Project

Contractor: Manatts Inc.

Contract Date: 7-16-24 Date Prepared: 2-26-25 Prepared By: BLS Checked By: JER

In accordance with the General Regulations for the referenced Contract, you are directed to make the following changes in the work:

Nature of Change (Reason, Item, Units)	Price Change (Add / Deduct)	Time Change (Add)
ADA Detectable Warning ADA Detectable Warning wasn't provided in the base quote and is a separate line item From PCC 6". Per SF (268SF@\$60)	\$16,080.00	No additional time.

These Changes result in the following adjustment of Contract Price & Contract Time:

Contract Price Prior to this Change Order	\$ 831,115.90
Net Increase Resulting from this Change Order	\$16,080.00
Current Contract Price Including this Change Order	\$ 847,195.90
Contract Time Prior to this Change Order (completion date)	November 30, 2024
Net Increase Resulting from this Change Order (completion date)	N/A
Current Contract Time Including this Change Order (new completion date)	November 30, 2024

The above changes are approved:

City of Newton, IA

Date: _____

By: _____

By: _____

The above changes are accepted:

Date: 2/27/2025

Contractor: Manatts Inc

By: Jeremiah Roberds

City of Newton Council Report

**Item:**

Resolution approving change order #3 for the Union Drive Reconstruction Project

Summary:

Approval of change order #3 from Reilly Construction Co., Inc. for the Union Dr. Reconstruction Project.

Financial Impact:

Council previously approved a contract for \$4,209,934.58 on June 6, 2022; this action would approve a change order for an additional \$33,100.00

Report Number: 2025-230

Date:

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The reconstruction of Union Dr. between N 4th Ave W and N 19th Ave W has been included in recent Capital Improvement Plans (CIP) for several years and programmed in the City's federal-aid route projects list by the Central Iowa Transportation Planning Association (CIRTPA). The original pavement was constructed as Iowa Hwy-14 around 1942, and a majority of this pavement remains in place beneath an asphalt overlay placed in 1983.

During construction, an existing sanitary sewer manhole not on the plans was buried under the area where excess dirt was hauled. It became necessary to excavate the manhole to retain access to our sanitary sewer. Also, after completion of the mainline and during a punch list walk-through, it was found that two fiber optic companies bore under the road, causing cracks in the new pavement. The City will pay Reilly Construction for this work and seek reimbursement from the responsible companies.

This change order includes the excavation of the existing manhole, believed to be 11 feet below grade, and the addition of risers to bring it to finish grade. Other work includes removing four panels of road and replacing the PCC.

After reviewing the change order and proposed costs, City staff recommends approval of change order #3 from Reilly Construction Co., Inc. in the amount of \$33,100.00, which will be paid from previously bonded funds. The responsible fiber optic companies will reimburse the costs for the PCC replacement. This Resolution will rule over Reso 2024-300.

Recommendation:

Approving change order #3 from Reilly Construction Co., Inc.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CHANGE ORDER #3 FOR THE
UNION DRIVE RECONSTRUCTION PROJECT**

WHEREAS, the reconstruction of Union Dr. between N 4th Ave W and N 19th Ave W has been included in recent Capital Improvement Plans (CIP) for several years and programmed in the City’s federal-aid route projects list by the Central Iowa Transportation Planning Association (CIRTPA). The original pavement was constructed as Iowa Hwy-14 around 1942, and a majority of this pavement remains in place beneath an asphalt overlay placed in 1983; and

WHEREAS, during construction, an existing sanitary sewer manhole not on the plans was buried under the area where excess dirt was hauled. It became necessary to excavate the manhole to retain access to our sanitary sewer.

WHEREAS, after completion of the mainline and during a punch list walk-through, it was found that two fiber optic companies bore under the road, causing cracks in the new pavement. The City will pay Reilly Construction for this work and seek reimbursement from the responsible companies; and

WHEREAS, City staff agreed and asked for pricing to complete the work and will seek reimbursement from the responsible fiber optic companies for the PCC replacement.

NOW, THEREFORE, BE IT RESOLVED, that change order #3 from Reilly Construction Co., Inc. in the amount of Thirty-Three Thousand One Hundred Dollars and Zero Cents (\$33,100.00), which will be paid from previously bonded funds for the Union Drive Reconstruction Project, is hereby approved.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CHANGE ORDER
For Local Public Agency Projects

No.: 3

Non-Substantial: ☐

Substantial: ☒

Administering Office
Concurrence Date

Accounting ID No. (5-digit number):38645

Project Number: STBG-SWAP-5482(622)--SG-50

Contract Work Type: PCC PAVEMENT-GRADE & REPAIR

Local Public Agency: CITY OF NEWTON

Contractor: REILLY CONSTRUCTION CO.INC

Date Prepared: July 2, 2024

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8007)ADD BID ITEM 2435-0600020 MANHOLE ADJUSTMENT, MAJOR 48" SANITARY MANHOLE 11' HEIGHT 1 LS
8008)ADD BID ITEM 2212-5070322 PCC PATCHING 90SY
8009) INCREASE BID ITEM 2533-498005 MOBILIZATION \$3000
8010)INCREASE BID ITEM 2528-8445110 TRAFFIC CONTROL 1LS \$3000

B - Reason for change:

8007, 8009)A sanitary manhole was not on the plans. The manhole was located in the spoil area and got buried under 11+or- feet of dirt. Manhole Adjustment and \$1500 mob charge for this work.

8008,8009,8010)During punch list walk through a few panels were broke due to local Internet providers boring under the new concrete. We request the contractor to replace, no fault of contractors workmanship. \$1500 mob charged for this work and 90SY of PCC patching. Traffic control was also need as the road has been opened

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8007) \$11800.00 X1=\$11,800.00 PER LUMB SUM
8008)\$170 X 90= \$15,300.00 PER SQUARE YARD
8009) \$1,500 X 2=\$3,000.00 PER LUMB SUM
8010) \$3000 X 1= \$3000.00 PER LUMB SUM
Total= \$29,100.00

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8007)COST IN-LINE WITH CURRENT AVERAGE UNIT PRICE
8008)COST IN-LINE WITH CURRENT AVERAGE UNIT PRICE
0600)COST IN-LINE WITH CURRENT AVERAGE UNIT PRICE
0580)COST IN-LINE WITH CURRENT AVERAGE UNIT PRICE

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
SUBSTANTALY COMPLETE

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				\$0.00		\$0.00
				Add Row	Delete Row	TOTAL \$0.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	X	8007	435-0600020	MANHOLE ADJUSTMENT, MAJOR	\$1.00	11,800.000	\$11,800.00
	X	8008	2212-5070322	PCC PATCHING	\$170.00	90.000	\$15,300.00
	x	8009	2533-498005	2533-498005 MOBILIZATION	\$1.00	3,000.000	\$3,000.00
	x	8010	2528-8445110	TRAFFIC CONTROL	\$1.00	3,000.000	\$3,000.00
				23,100			
				23,100			
				29,100			
				33,100			
			Add Row	Delete Row	TOTAL		\$33,100.00

H. Signatures

Signatures will be applied through DocExpress.

City of Newton Council Report

**Item:**

Resolution approving the donation of two Maytag Pool season passes to the Downtown Dreams Newton Main Street fundraiser

Summary:

Donation of two single season pool passes.

Financial Impact:

In-kind donation (\$100 total value)

Report Number: 2025-232

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Envision Newton 2042, the City's comprehensive plan, articulates the desire to establish Newton as a compelling destination, focus economic development efforts on population and business growth, and elevate Newton's curb appeal. Newton Main Street is an official City partner that collaborates with the City to accomplish the objectives of the comprehensive plan within the district.

On April 3, 2025, Newton Main Street is hosting the "Downtown Dreams" fundraising event to support the Newton Main Street Program, which includes a dinner and auction.

This resolution authorizes the provision of two 2025 Maytag Pool Single Season Passes for the auction.

Recommendation:

Staff recommends approval

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING THE DONATION OF TWO MAYTAG POOL
SEASON PASSES TO THE DOWNTOWN DREAMS NEWTON MAIN STREET
FUNDRAISER**

WHEREAS, *Envision Newton 2042*, the City’s comprehensive plan articulates the desire to establish Newton as a compelling destination, focus economic development efforts on population and business growth, and elevate Newton’s curb appeal , and

WHEREAS, Newton Main Street partners with the City to accomplish the objectives of the comprehensive plan within the district; and

WHEREAS, “Downtown Dreams” is a fundraising event to support the Newton Main Street Program, which includes a dinner and auction; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that two Matyag Pool Single Season Passes for 2025 be provided to the Newton Main Street “Downtown Dreams” fundraiser event.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the donation of one Westwood Golf Course eighteen-hole, ten-punch pass to the Downtown Dreams Newton Main Street fundraiser

Summary:

Donation of one 18 Hole 10-punch pass

Financial Impact:

In-kind donation (\$158 total value)

Report Number: 2025-233

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Envision Newton 2042, the City's comprehensive plan, articulates the desire to establish Newton as a compelling destination, focus economic development efforts on population and business growth, and elevate Newton's curb appeal. Newton Main Street is an official City partner that collaborates with the City to accomplish the objectives of the comprehensive plan within the district.

On April 3, 2025, Newton Main Street is hosting the "Downtown Dreams" fundraising event to support the Newton Main Street Program, which includes a dinner and auction.

This resolution authorizes the provision of one Westwood Golf Course eighteen-hole, ten-punch pass for the auction.

Recommendation:

Staff recommends approval

A handwritten signature in black ink, appearing to read "Matt Muckler", written over a light gray circular stamp.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING THE DONATION OF ONE WESTWOOD GOLF COURSE
EIGHTEEN-HOLE, TEN-PUNCH PASS TO THE DOWNTOWN DREAMS NEWTON
MAIN STREET FUNDRAISER**

WHEREAS, *Envision Newton 2042*, the City’s comprehensive plan articulates the desire to establish Newton as a compelling destination, focus economic development efforts on population and business growth, and elevate Newton’s curb appeal , and

WHEREAS, Newton Main Street partners with the City to accomplish the objectives of the comprehensive plan within the district; and

WHEREAS, “Downtown Dreams” is a fundraising event to support the Newton Main Street Program, which includes a dinner and auction; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that one Westwood Golf Course eighteen-hole, ten-punch pass for the auction be provided to the Newton Main Street “Downtown Dreams” fundraiser event.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Westwood Golf Course Clubhouse Shell

Summary:

Accept Completion and Authorize Final Payment Clubhouse Shell

Financial Impact:

Final Payment Amount is \$20,731.00

Report Number: 2025-182

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2024-276, City Council awarded contract for the Westwood Golf Course Clubhouse shell to Morton Buildings, Inc. of Des Moines, Iowa in an amount of \$190,338.00. Additionally, a change order was necessitated and approved during the project for mechanical openings in the north wall and added \$1,441.00 to the previously authorized cost from Resolution 2024-276.

Morton Buildings, Inc. of Des Moines, Iowa has completed the work and the Community Development Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract.

The final total contract amount, based on the issuance of one change order and actual work completed, is \$191,779.00. The City has paid Morton Buildings, Inc. two previous payments in the amount of \$57,016 and \$114,032. A final payment of \$20,731.00 is owed to Morton Buildings, Inc.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
WESTWOOD GOLF COURSE CLUBHOUSE SHELL**

WHEREAS, by Resolution 2024-276, City Council awarded contract for the Westwood Golf Course Clubhouse shell to Morton Buildings, Inc. of Des Moines, Iowa in an amount of \$190,338.00; and

WHEREAS, a change order was necessitated and approved during the project for mechanical openings in the north wall and added \$1,441.00 to the previously authorized cost from Resolution 2024-276; and

WHEREAS, Morton Buildings, Inc. of Des Moines, Iowa has completed the work and the Community Development Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract; and

WHEREAS, the final total contract amount, based on the issuance of one change order and actual work completed, is \$191,779.00; and

WHEREAS, the City has paid Morton Buildings, Inc. two previous payments in the amount of \$57,016 and \$114,032.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the completion of the project and authorizes the issuance of the final payment of \$20,731.00 to Morton Buildings, Inc. using Bond Proceeds.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



OWNER'S STATEMENT OF COMPLETION

PROJECT: Westwood Golf Course Clubhouse Shell

CONTRACTOR: Morton Buildings, Inc, Des Moines IA

TO: City Council

I hereby state that the required work on the **WESTWOOD GOLF COURSE CLUBHOUSE SHELL** by a Contract dated August 1, 2022 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on or about December 31, 2024

I further state that the final contract amount to be paid is Twenty Thousand Seven Hundred Thirty One Dollars and No Cents. (\$20,791.80),

Signed,

A handwritten signature in blue ink, reading "Erin Chambers", written over a horizontal line.

Accepted by Resolution No. 2025-

3/17/2025

Date

City of Newton Council Report

**Item:**

Resolution amending Ball Team, Inc.'s Westwood Clubhouse Bar Construction Change Order to include Time Extension Fee and Approving Countertop Purchase from L&L Custom Tops of Newton, Iowa

Summary:

Approving countertops for bar construction at Westwood from local business.

Financial Impact:

Net increase \$11,001.00

Report Number: 2025-281

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2025-059, the City of Newton approved a change order from Ball Team, LLC, in the amount of \$75,000 to complete the bar construction. City staff and Pletcher DeZign has been working on value engineering this portion of the bar construction project and have determined that sourcing the countertops with a local business outside of the previously approved change order will result in equal quality at a significant saving.

Cost Savings. Removing the countertops and backsplash from the Ball Team, Inc. bar construction change order results in a reduction of \$30,646.00. L&L Custom Tops of Newton, Iowa has provided a quote for the bar countertops and backsplash in an amount of \$15,122.00. Thus, a savings of \$15,524.00.

Additionally, tile flooring behind the bar has been removed, with the flooring treatment being the same as the remainder of the space, polished concrete. This provides an additional, approximately, \$6,000.00 savings as well.

New Additional Costs. The Westwood Clubhouse completion date has been extended due to no fault of the interior finisher, Ball Team, Inc. This extension is due to a delay in delivering the building shell to Ball Team, Inc. when it was originally expected, the fire sprinkler issue, and the City's later addition of the bar construction. The completion date is now May 15, 2025. The additional charges for the project superintendent, fuel, truck rental, etc. equals an amount not to exceed \$33,837.00.

In addition, three decorative pendant lights are added above the bar for a cost of \$1,651.00.

City Council engaged Pletcher DeZign to assist with the interior selections for this project. Additionally, Pletcher DeZign has extensive commercial design experience bringing expertise in keeping projects on budget and on time. Pletcher DeZign has advised that while the additional cost is not ideal, it is best to proceed in this manner to be able to complete this project in as timely manner as possible. Staff and Pletcher DeZign will continue to value engineer this project in all ways possible, while maintaining an equal standard of finish.

Cost Summary. In summary, the Ball Team, Inc. costs for the bar construction (deleting counter tops and other minor value engineering changes) and the time extension fee is an amount not to exceed \$70,879 (previously approved up to \$75,000). In addition, L&L Custom Tops of Newton will install the countertops for \$15,122.00. Total costs in this resolution are: \$86,001.00. An increase of \$11,001.00 from the authorized amount of Resolution 2025-059.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION 2025- _____

RESOLUTION AMENDING BALL TEAM, INC.'S WESTWOOD CLUBHOUSE BAR CONSTRUCTION CHANGE ORDER TO INCLUDE TIME EXTENSION FEE AND APPROVING COUNTERTOP PURCHASE FROM L&L CUSTOM TOPS OF NEWTON, IOWA

WHEREAS, by Resolution 2025-059, the City of Newton approved a change order from Ball Team, LLC, in the amount of \$75,000 to complete the bar construction; and

WHEREAS, City staff and Pletcher DeZign has been working on value engineering this portion of the bar construction project and determined that sourcing the countertops with a local business outside of the previously approved change order will result in equal quality at a significant savings; and

WHEREAS, removing the countertops and backsplash from the Ball Team, Inc. bar construction change order results in a reduction of \$30,646.00; and

WHEREAS, L&L Custom Tops of Newton Iowa has provided a quote for the bar countertops and backsplash in an amount of \$15,122.00; and

WHEREAS, a time extension for completion of the Westwood Clubhouse Interior project is necessary primarily due to the late addition of the bar construction and the fire sprinkler issue, additional costs will be incurred to have Ball Team, Inc. on site;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote for Westwood Clubhouse bar countertops and backsplash from L&L Custom Tops of Newton, Iowa in an amount of \$15,122.00 is hereby approved and will be paid for using donated funds and bond proceeds.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that not to exceed amount to be paid to Ball Team, Inc. referenced in Resolution 2025-059 is hereby amended to \$70,879.00 and will be paid for using donated funds.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving The 2025 Independence Day Fireworks Proposal

Summary:

Approving purchase of fireworks for 2025 4th of July celebration.

Financial Impact:

\$15,000

Report Number: 2025-235

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

J&M of Yarmouth, Iowa has provided firework services for the City's 4th of July celebration for many years. This resolution approves the contract with J&M of Yarmouth for the 2025 Fourth of July Fireworks Show.

The contract includes several discounts available to the City. If paid in full by April 25th, 2025, the City will receive an 8% prepayment bonus in fireworks products provided at the show. Additionally, the City continues to receive a 15% loyalty program discount.

The fireworks show will be similar in length and scale to the 2024 show.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING THE 2025 INDEPENDENCE DAY
FIREWORKS PROPOSAL**

WHEREAS, 2025 will be the third year of a three-year agreement between the City of Newton and J & M Displays of Yarmouth, Iowa for the Independence Day fireworks displays; and

WHEREAS, J & M's proposal for a \$15,000 show, which will be of similar scale and quality to the 2024 Fireworks Show, includes an 8% additional product discount for early payment, and a 15% discount based on their new Loyalty Program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor is to sign the 2025 fireworks show's agreement in the amount of \$15,000.00 with said cost to be paid from the Parks General Fund budget.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that prepayment to J & M Displays of Yarmouth, Iowa of the show's \$15,000 cost prior to March 25, 2025 to receive an 8% bonus in fireworks products for the show is approved.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20²⁵, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Newton, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 15,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4th, 20²⁵ at approximately Dusk p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 15,000.00 in full by April 25, 2025 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 5, 2025 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Mark R. Johnson

ROLE: Sales Representative

J&M Displays, Inc.

BY: _____

ROLE: Mayor

ENTITY: City of Newton, Iowa

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

City of Newton Council Report

**Item:**

Resolution Amending the Cemetery Administrative Rules

Summary:

Amending Cemetery Administrative Rules

Financial Impact:

None.

Report Number: 2025-250**Date:**

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

A staff reorganization resulted in the consolidation of the Community Services Department into the Community Development Department in 2024. This means that Cemetery functions are now part of the Community Development Department.

It is necessary to amend the Cemetery Administrative Rules to remove references to “Community Services” Department/Manager/Director/Office and replace with “Community Development.”

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

RESOLUTION AMENDING THE CEMETERY ADMINISTRATIVE RULES

WHEREAS, a staff reorganization resulted in the consolidation of the Community Services Department into the Community Development Department; and

WHEREAS, Cemetery functions are now part of the Community Development Department; and

WHEREAS, it is necessary to amend the Cemetery Administrative Rules to remove references to “Community Services” Department/Manager/Director/Office and replace with “Community Development.”

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Cemetery Administrative Rules are hereby approved as shown in Attachment A to this resolution.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Cemetery Rules and Regulations Union Cemetery & Memorial Park Cemetery Newton, Iowa

(Approved ~~7-183-17-2025~~2)

Forward

It is the desire of the City of Newton to continue to make Union Cemetery and Memorial Park Cemetery a quiet, beautiful place and a symbol of love and faith. To this end and for the mutual protection of the interment rights of others, the following rules and regulations have been adopted by the City Council of the City of Newton, Iowa, as the rules and regulations of Union Cemetery and Memorial Park Cemetery.

All lot, niche or crypt owners of interment rights; visitors within the Cemetery; and all lots, niches, or crypts sold shall be subject to these rules and regulations, amendments, or alterations. Reference to these rules and regulations in the certificate of interment rights to a lot shall have the same force and effect as if set forth in full therein.

It is the duty of the City of Newton to preserve the rights conferred on them under the laws of the State of Iowa for insuring the stability of improvements, the orderly upkeep of the grounds, a respectful manner of interment, and proper observance of the sacredness of the Cemetery.

The City reserves, at its option, to temporarily suspend or modify any rule or regulation; and such temporary suspension or modification shall not be construed as affecting the general application and enforcement of such rules. In the event that questions or disputes arise due to conflicting, unclear, or otherwise ambiguous interpretations of these rules and regulations, the City Administrator, or their designee, shall reserve the right to issue a clarification or determination on any said question or dispute.

Section 1. Definitions:

Cemetery Office: The term "Cemetery Office", if used in this document, shall mean the Community [ServicesDevelopment](#) Office maintained at [4303 W 4th St N, Suite 501, Newton, Iowa.](#)

a) Cemetery: The term "Cemetery" is hereby defined as Union Cemetery located at 1601 W 4th St N, Newton, Iowa and/or Memorial Park Cemetery located at 2710 1st Ave E, Newton, Iowa; one or both to include a burial park for earth interments, a mausoleum for vault or crypt interments, and a columbarium for cremains interments or a combination of one or more than one thereof.

Columbarium: A structure for above ground placement of ashes of cremated remains.

Community [ServicesDevelopment](#) Office: The term "Community [Services-Development](#) Office" shall mean the Office of the Community [Services-Development](#) Director located at [4303 W 4th St N, Suite 501, Newton, Iowa.](#)

Crypt: A chamber in a mausoleum.

Deed: The original conveyance of interment rights given by the City of Newton to the original purchaser. The use of "Deed" has been replaced with "Interment Rights".

Domestic Animal: The term shall mean every tame member of the animal kingdom other than the genus and species Homo sapiens.

Interment Rights: The right to inter human remains in a particular interment space in the cemetery. This definition was formerly referred to as “Deed”. **Lot:** The term “lot” shall apply to numbered divisions as shown on the plat maps.

Mausoleum: A stone structure for above ground interment.

Management: The term “Management” shall mean the person or persons duly appointed by the City of Newton for the purpose of conducting Cemetery business and administering the Cemetery rules and regulations.

Memorial: The term “Memorial” shall include the monument, grave marker, headstone, and/or private mausoleum to include foundation and all attachments for family or individual use.

Niche: A place to put cremated remains above ground located in a columbarium.

Owner: Person whose name appears on original “Deed” or “Interment Rights”. Also referred to as “legal owner”.

Perpetual Care: The term “Perpetual Care” shall be construed to mean the obligation which the City of Newton assumes each year to expend the net annual income of the perpetual care endowment set aside for the lot in furnishing such care as mowing and maintaining the grass, raking and cleaning the lot, and filling of sunken graves. Where the income is sufficient it may be used in the perpetual care of avenues, alleys, fences, buildings and grounds in general.

Purchaser: Person who originally purchased lot whose name appears on the “Deed” or “Interment rights”.

Space: The term “space” shall apply to an area of sufficient size to accommodate one interment. “Space” shall be determined by the type of burial; i.e. adult, infant, ashes. Size of the space needed shall be determined by the City. Sometimes referred to as a “section”.

Section 2. Perpetual Care:

- a) At the time of purchase of interment rights in the Cemetery, a portion of the fee paid shall be for the perpetual care of the cemetery lot. Monies to pay for the perpetual care shall be placed in a Perpetual Care fund. This fund is an irrevocable trust from which deposits cannot be withdrawn, and the income from said fund shall be used by the City of Newton for the maintenance, repair, and care of the Cemetery.
- b) Amounts paid for perpetual care shall be set by Resolution of the City Council in accordance with Iowa Code 523I. Payments made for the purchase of a cemetery lot shall first be credited to the Perpetual Care fund.
- c) Perpetual care payments cannot be withdrawn from this irrevocable trust, even in the event of cancellation of.

Section 3. Purchase of Interment Rights:

- a) The interment rights for all lots, niches, or crypts sold and the use of such lots, niches, or crypts is subject to the rules and regulations of Union Cemetery and Memorial Park Cemetery now in

effect or any amendments thereto. Any statements of employees or agents, unless confirmed in writing by the City Council, shall in no way alter said rules and regulations.

- b) Cost of cemetery lots, niches or crypts, interment rights, perpetual care, burials, and all cemetery operations shall be set by Resolution of the City Council.
- c) Individuals purchasing cemetery lots will be advised that the perpetual care for these lots is to be paid at the time of the purchase. Any monies paid to the City of Newton for the purchase of a cemetery lot, niche, or crypt shall first be credited to the cost for the perpetual care.
- d) Cemetery lots, niches, or crypts must initially be purchased at the Community [Services Development](#) Office.

Section 4. Ownership Rights of Interments:

- a) The surviving spouse of the lot, niche, or crypt owner shall have the first right of interment or to direct the right of interment for remaining open spaces.
- b) Additional cremation burial will be allowed on same space as deceased owner for current spouse or biological/adopted children of deceased buried in space but not to exceed cemetery regulations for maximum burials. Heirs of such owner, by written agreement filed with the City, may determine the right of interment or direction for interment for this additional cremation burial.
- c) In the event the owner had not arranged for further interments, then the devisee or heirs of such owner, by written agreement, may determine the right of interment or direction for interment for remaining open spaces. Said agreement shall be filed with the City. If there is no parent or child surviving the deceased person, the right of interment therein shall go to the next heirs at law of the deceased owner as specified by the statutes of descent. (See Section 633.1 *et seq.* of the *Code of Iowa*.)
- d) If the owner of a lot, niche, or crypt gives permission for others to be buried on remaining open spaces on the lot, niche, or crypt; this permission must be given in writing to the Community [Services-Development](#) Office, and the owner's signature shall be notarized.
- e) The certificate of interment rights to a cemetery lot, niche, or crypt invests in the owner the right to use such lot, niche, or crypt for burial of the human dead only.
- f) If a lot, niche, or crypt owner wishes to relinquish ownership of a cemetery lot, niche, or crypt in Union Cemetery or Memorial Park Cemetery, a transfer can be made by the owner by surrendering the original certificate of interment rights along with a notarized letter listing the terms of sale, and paying the lot transfer fee. The City will then issue a new certificate of interment rights to the new owners of lots, niches, or crypts or parts of lots so transferred. A Lot/Niche Transfer fee for each transfer will be made to the City of Newton, and no transfer or sale is valid until entered on the cemetery records at the Community [Services-Development](#) Office. If original deed is not returned, the City cannot issue a new certificate of interment rights but can place a notarized letter from the owner in our records indicating the name, address and spaces they were given [to use](#).
- g) If the owner of a cemetery lot, niche, or crypt requests a transfer of a lot, niche, or crypt from one section of the Cemetery to another section of the Cemetery, a Lot/Niche Transfer fee shall be paid by the owner to cover the cost of the transfer. A transfer may be made only by the original

owner by surrendering the original certificate of interment rights and there must not have been any interments placed in the spaces. If an increase in the sale price has been made since the original lot, niche, or crypt was purchased, the owner shall be required to pay the difference between the original lot, niche, or crypt price and the current lot, niche, or crypt price.

Section 5. Lot Care:

- a) Perpetual care shall include the cutting of grass at reasonable intervals, seasonal herbicide applications as needed, the raking and cleaning of the grounds, and the pruning of shrubs and trees that may be placed by the management.
- b) The general care or perpetual care assumed by the City of Newton shall in no case mean the maintenance, repair, or replacement of any memorial, tomb, columbarium, or mausoleum placed or erected upon lots, nor the doing of any special or unusual work in the cemetery, including work caused by the impoverishment of the soil, nor does it mean the reconstruction of any marble or granite work on any section or lot, or any portions thereof in the cemetery caused by the elements, an act of God, common enemy, thieves, vandals, accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral other than as herein provided.

Section 6. Rules for Visitors:

The cemetery grounds will be open to public, typically from sun-up to sundown daily, or as established by City Council resolution. Rules and Regulations regarding use of the cemetery grounds are set by resolution of the City Council. The following rules apply:

- a) No Loud or boisterous talking.
- b) No Idling or loafing on the grounds or in any of the buildings.
- c) No refreshments, food or drink are allowed in the cemetery unless a part of the burial ritual.
- d) No smoking, vaping, or use of tobacco products.
- e) No dogs in burial blocks on cemetery grounds. This rule shall not apply to certified animals assisting persons with disabilities.
- f) No firearms allowed in the cemetery except for a military funeral only.

Section 7. Privileges & Restrictions:

- a) No owner of any domestic animal, whether such animal is leashed or unleashed, shall cause or permit such animal, by action or inaction, to be in or within cemetery burial blocks owned or operated by the City at any time. This prohibition shall not apply to certified animals assisting persons with disabilities.
- b) The driving of vehicles on cemetery grounds at a speed greater than 10 mph is prohibited.
- c) Driving any motor car or other vehicles across or upon any grave, lot or lawn, or parking or leaving the same thereon is prohibited; except in the case of equipment or vehicles operated by the City for normal Cemetery maintenance operations.
- d) No lot, niche, or crypt shall be used for any other purpose than for the burial of the human dead.

- e) The City reserves the right to:
- i. Enlarge, reduce, replat or change the boundaries or grading, including the right to modify or change the location of or remove or re-grade roads, drives, or walks, or any part thereof.
 - ii. Lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, etc.
 - iii. Use cemetery property not sold to individual plat owners for cemetery purposes.
 - iv. Perpetual right and control of ingress and egress over lots for the purpose of passing to and from other lots.
 - v. The City reserves, and shall have the right to correct any errors that may be made in making interments, disinterments, or removals or in the description, transfer or conveyance of any interment property, either by canceling such conveyance or by replacing with a similar location, as may be selected by the City, or in the sole discretion of the City, or by refunding the amount of money paid on account of said purchased. In the event an error involves the interment of the remains of any person in such property, the cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.
- f) Descriptions of lots shall conform to the cemetery plats which are kept on file with the City in the Community [Services-Development](#) Office.

Section 8. Interments & Disinterments:

- a) The cemetery will open for interments from 7:30 am to 2:30 pm daily. Additional fees shall apply for weekdays after: 2:30 pm, Saturday, Sunday, and holiday burials or interments. See Section 14. – Fees.
- b) The following holidays are observed by the City of Newton:

▪ Good Friday	▪ Thanksgiving Day
▪ Memorial Day	▪ the day after Thanksgiving
▪ July 4th	▪ Christmas Day
▪ Labor Day	▪ New Year's Day
▪ Veteran's Day	▪ City Floating Holiday (occurrence varies – as set by the Mayor)

Exceptions may be made where an unreasonable hardship may be caused or by order of the Board of Health. Special interments made by this cause will require additional charge. See Section 14. – Fees.

- c) All funerals on entering the cemetery shall be under the charge of the cemetery management and once a casket containing a body is within the confines of the cemetery, no funeral director nor his embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased, or an order signed by a Court of Competent Jurisdiction.

- d) All orders for interments in lots, niches, or crypts must be signed by the owner of the lot, niche, or crypt or the owner's legal representative. When this is impossible because of illness or other reasonable cause, text message, email, fax or telephone permission will be accepted but will make the person calling responsible and any change of location made after the opening is begun shall be at the expense of the lot, niche, or crypt owner. Should the lot, niche, or crypt owner fail or neglect to make such designation, the cemetery reserves the right to make interment in accordance with normal cemetery procedure. The cemetery assumes no responsibility for any error in such location and an additional charge will be made for any change requested.
- e) If cemetery management receives direction from a lot, niche, or crypt owner or funeral home to open a grave site, and then a change is made after the site is opened, an additional charge will be assessed to the owner or funeral home making the initial request.
- f) Cemetery personnel or designated contractual services hired by the City of Newton will be the only workers permitted to open and close graves. Others may be allowed to observe or participate in a ceremonial manner as approved by the Cemetery Management on a case-by-case basis.
- g) No bodies shall be buried or interred within or on any lot, niche, or crypt in the cemetery unless previous arrangements have been made with, and permission given, by the cemetery. Persons requesting openings will be responsible for payment of work.
- h) Lots, niches, or crypts shall not be used for any other purpose than the burial of human remains and shall be for members of the family only, except where written permission of the owner is filed with the City.
- i) Burials shall conform to all applicable State of Iowa codes, regulations, and guidelines.
- j) Graves for adults shall not be less than 5' deep, and for children not less than 3' deep. All graves shall be dug by cemetery personnel or by contracted services hired by the City, and shall be paid for in advance, or guaranteed by the undertaker in charge in writing.
- k) In all areas except designated Veteran's blocks, the interment of multiple bodies in one lot or space, up to a total of two bodies in either combination of one adult casketed remains and one additional cremation remains or two cremation remains, shall be permitted, as long as adequate or useable space exists, as determined by the City. Said multiple burials shall all be of one family unit, and could also include separate casketed parent and casketed child burials, or two separate casketed child burials, also if space exists as determined by the City.
- l) To eliminate sunken graves caused by the collapse of wooden outer containers, it is required that all burials must be made in outer receptacles made of reinforced concrete.
- m) The use of surface burial vaults is prohibited.
- n) All charges for interments or services in connection therewith, shall be paid at the Community [Services-Development](#) Office and payment of any and all indebtedness due the cemetery must be arranged for before interment is made.
- o) The right is reserved by the City to require at least two business days advance notice prior to any interment. Additional notice of three business days required during the months of December through March or if adverse conditions exist, i.e. heavy snow, frozen ground, etc. All interments and disinterments must be made in the manner, and upon the charges fixed by the City.
- p) The cemetery will not be liable for the interment permits nor for the identity of the person sought to be interred.

- q) Disinterments will be made in the manner prescribed by the Laws of the State of Iowa. A written request for disinterment, with the proper permit as required by Iowa state law attached, must be filed with the Community [Services-Development](#) Office at least one week prior to any disinterment. Graves will be re-opened for inspection only for investigation. Removal of bodies from graves shall be made only between April 1 and November 1, and the work shall be performed by cemetery employees and paid for in advance.

Section 9. Floral Decorations, Plantings, & Other Decorative Items:

- a) The cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to maintain hanging baskets or urns of plants.
- b) The cemetery encourages the use of floral tributes on the graves of loved ones, however, the beauty and continuity of the cemetery depends on the cooperative efforts of all families who have loved ones in the cemeteries care.
- c) Clean-up Times will be: The 1st full week of April and the 1st full week of October weather permitting. During this clean-up City Cemetery staff will remove all cemetery decorations that have been placed on burial spaces. Persons who have left decorations that they would like to keep must remove them prior to the dates listed above. All decorations not permanently attached to a headstone or the foundation left after the start of clean-up will be removed and thrown out. Once clean-up week is over the public will again be able to place decorations until the next removal period begins.
- d) Flower Regulations: Fresh cut flowers and artificial bouquets when set into the permanent containers/vases on the foundations will be permitted at all times. Permanent containers/vases must be made of granite, bronze or aluminum. No glass containers allowed. Flowers/bouquets will be removed when they become unsightly. Flowers stuck in the ground will not be permitted. The City assumes no liability for damage to fresh flowers and plants caused by periodic spraying of weeds, mowing or weed eating.
- e) Plantings: Trees, bushes, flowers or any other live plants are not permitted on or around the burial space.
- f) No benches, hedges, fences, landscape edging or enclosures of any kind will be permitted on or around burial plots.
- g) Donations of trees, plantings or benches can be made to the cemetery with the approval of the Community [Services-Development](#) Director or their designee. All donated items will be purchased and installed by City staff upon completion of the donation information form and payment of all related costs by the donor. Installment dates, location, bench style and plant/tree species will be determined by the Community [Services-Development](#) Director or their designee. All donated items become the property of the City. The City will make every effort to maintain donated items, but will not guarantee survival or replacement if damaged. Due to space restrictions, the City reserves the right to limit the number of donations accepted.
- h) Regulations Regarding Items Other Than Flowers: The permanent placing of toys, boxes, ornaments, and similar articles may ONLY be located on the foundation of the monument. Glass objects are not permitted. Such items must be permanently attached to the foundation and can exceed no more than 12" in height and are limited to no more than 2 items per monument. A metal, single stem flag holder no more than 30 inches above ground surface is allowed if placed adjacent to the foundation. Flags can be placed in the flag holders and shall

not extend more than 36 inches above the ground surface. A single shepherd's hook, no more than 42 inches in height, may be placed immediately adjacent to the foundation with one hanging basket allowed. The City of Newton is not responsible for these items and if items are placed in areas other than in the permanent container on the monument, the City reserves the right to remove the items not in compliance with regulations.

- i) No flowers, wreaths, plantings or other objects are allowed on or at base of columbarium at any time.
- j) Artificial wreaths and evergreen blankets are permitted between November 1st and the first clean-up of each calendar year which occurs the first full week in April.
- k) The City of Newton does not assume any responsibility for the loss or damage of any floral decorations, other memorials or their containers.

Section 10. Marker/Monument Regulations:

To perpetuate the beauty and continuity of the cemetery, the City reserves the right to enforce all rules and regulations here set forth and others that might seem necessary for a particular situation.

- a) All memorial work must be approved by the City as to material, design, inscription and location on the lot.
- b) Any unauthorized memorial work will be removed from the grave at the expense of the monument company until proper arrangements have been made at the Community [Services Development](#) Office.
- c) No memorial work will be allowed on lots or graves until all cemetery obligations to the City are paid in full.
- d) In the event that a lot is purchased for multiple burials, only 1 marker per single lot is allowed. A "monument" may be a "Head Marker" (single stone), a "Flush Marker" (single stone set flush to the ground), or a "Companion Marker" (a single or double stone with more than one name inscribed).
- e) See Section 11 and Section 12 for marker/monument regulations specific to both Union Cemetery and Memorial Park Cemetery.
- f) Only granite or bronze will be permitted in all memorial work.
- g) Any memorial work not approved by the City and not meeting the criteria set forth in this section shall be removed at the expense of the contractor.
- h) Striving for surroundings of peace and beauty as a setting for memorial work prohibits advertising of any description within the cemetery. However, a small emblem or insignia inconspicuously located on the memorial will be permitted.
- i) No monument will be permitted without prior approval of the City. All foundations shall comply with City specifications or be subject to removal. Monument size and foundation specifications are stated in Appendix "A" to this document. Lot location and inspection costs for foundations are set by Resolution of the Newton City Council. It shall be the responsibility of the individual or company selling the monument to pay for this fee.
- j) Cemetery management will flag the dedicated lot to show the monument salesperson or monument company representatives where the marker is to be placed.

- k) Cemetery personnel will only set the foundation for a Veteran's headstone not located in a designated Veteran's block; the funeral home who handles the burial will be billed. The price of setting is set by Resolution of the City Council. These foundations may also be set by monument companies in accordance with Cemetery rules and regulations.
- l) Cemetery personnel will not help unload or place any markers for the salesperson.
- m) All monument salespersons are to contact the cemetery management before constructing or pouring foundations on any lot in the cemetery.
- n) All monument companies will keep an up-to-date list of all foundations and markers delivered to the Cemetery, and provide same to cemetery management on a yearly basis.
- o) After a salesperson has been billed for the setting of a marker, if the bill is not paid within 30 days, the City has the right to refuse to let anyone else set any markers for this salesperson until all bills are paid.
- p) The temporary marker provided by the funeral directors are assumed to be short lived and the City assumes no responsibility for them.

Section 11. Marker/Monument Regulations for Union Cemetery:

- a) In all Blocks except designated Veteran's Blocks, markers shall not exceed 22" in height.
- b) In all Blocks except designated Veteran's Blocks two-piece markers or monuments will be allowed.
- c) All markers must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- d) No markers allowed at foot of graves in all Blocks and designated Veteran's Blocks.
- e) Military markers not located in the Veteran's Blocks are required to have a foundation. Markers shall be placed in the area of a normal setting.
- f) Military markers located in designated Veteran's Blocks shall be marked with one Government Issue, flat, gray granite Veteran's marker 24 inches in length, 12 inches in width and not less than four, nor more than six inches thick, or a like marker obtained from other sources.
- g) No permanent vases are allowed to be put in the Veteran's section.

Section 12. Marker/Monument Regulations for Memorial Park Cemetery:

- a) Markers shall be flush with the ground and must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- b) No markers allowed at foot of graves.
- c) Monument size and foundation specifications are stated in Appendix "A" to this document

Section 13. Columbarium Rules & Regulations:

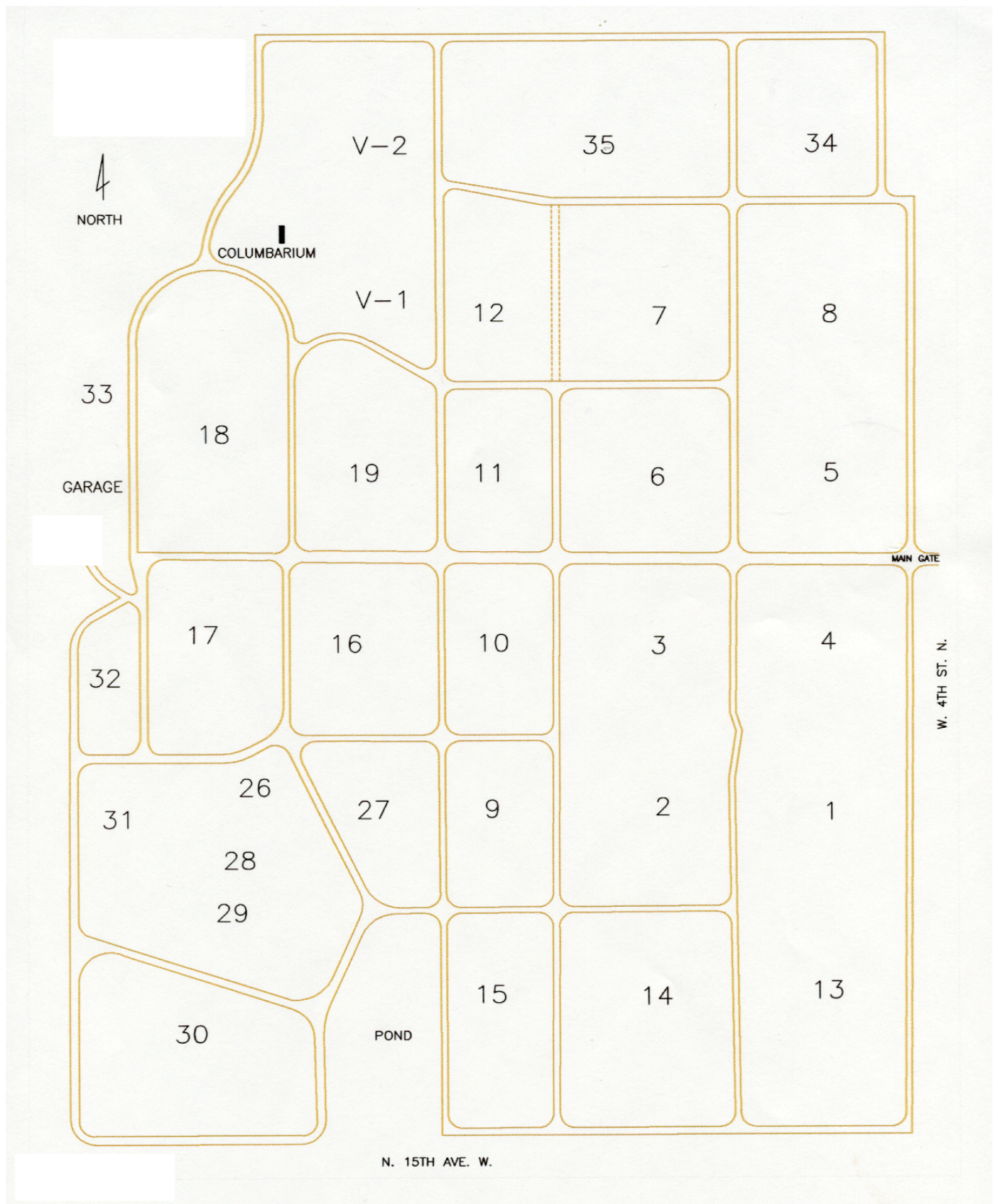
- a) One burial of ashes per single niche and two per double niche.
- b) All Bronze nameplates will be ordered by the Community [Services—Development](#) Office. Cemetery personnel or a monument company, under the supervision of the City of Newton, will place the nameplate.
- c) All opening and closings of niches shall be made under the direction of the City.
- d) All interments and disinterments shall be done in accordance with Section 8 of this document.

- e) No flowers or objects shall be placed on or around the Columbarium and will be subject to removal by cemetery personnel. The City of Newton is not responsible for the theft or loss of any objects placed on or near the columbarium.
- f) No plantings of trees, bushes flowers or any other live plants are permitted on or around the Columbarium.
- g) City of Newton is not responsible for the replacement of discolored or damaged bronze nameplates.

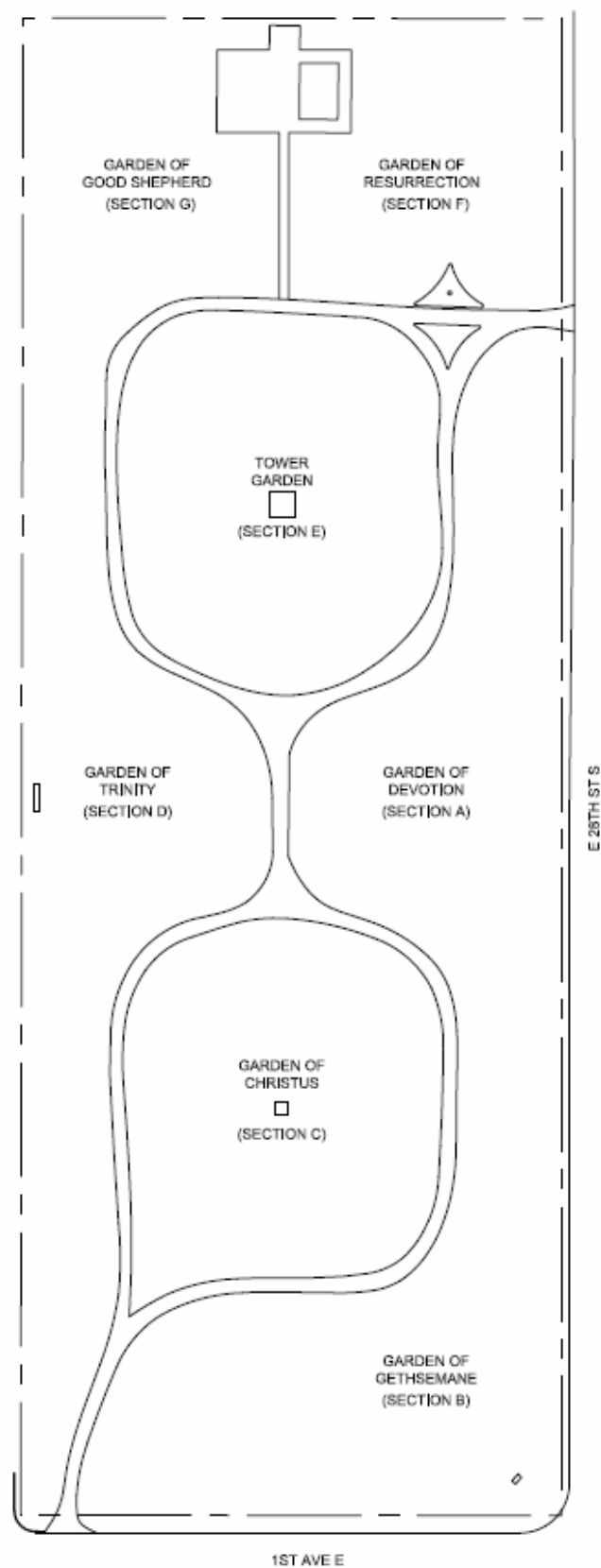
Section 14. Fees:

- a) All fees related to Union Cemetery and Memorial Park Cemetery shall be per the latest revision or update to the City of Newton fee schedules, which are approved by City Council resolution.

Map of Union Cemetery
Map of Memorial Park Cemetery



4
NORTH



Appendix A

Monument & Foundation Specifications for Newton Union Cemetery & Memorial Park Cemetery

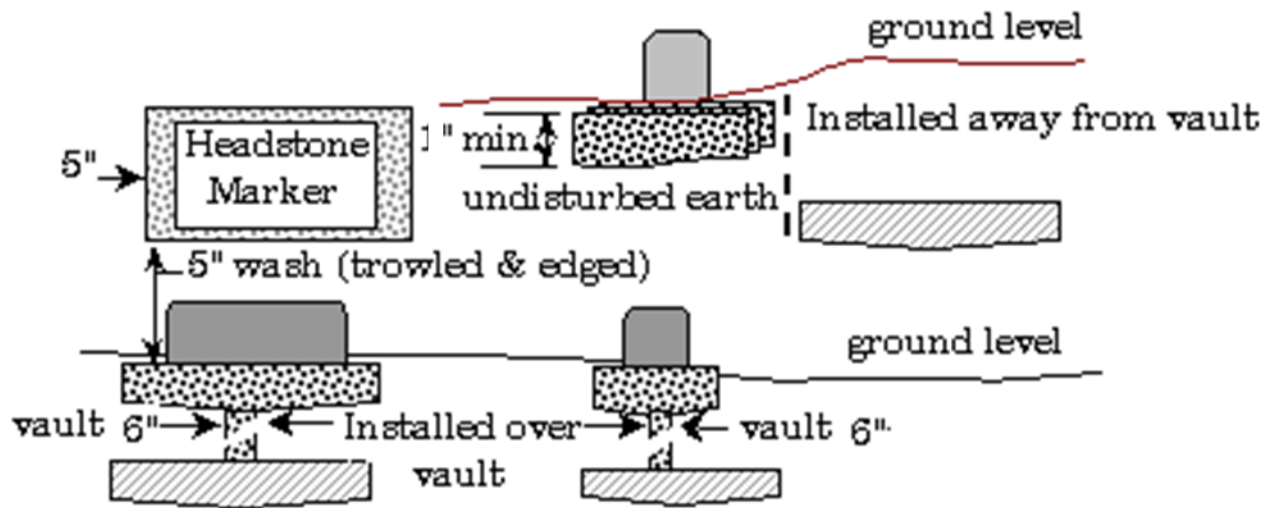
The following specifications are for monument and foundations installed in both Union Cemetery and Memorial Park Cemetery and will be enforced by management.

1. **Location:** Cemetery staff shall mark the location of the lot for each foundation or marker to be set and shall approve the location on the lot. The contractor is responsible for the positioning of the foundation as per order given by monument company/funeral home, so long as that position is not in conflict with established city guidelines.
2. **Size:** The size of the foundation is determined by the size of the monument being placed on the foundation and a minimum of 5" on all sides of the marker/monument. Permanent floral containers may be placed on the foundation at each end or center of the marker/monument. No permanent floral containers shall be allowed in the Veteran's Blocks. NOTE: It shall be the responsibility of the individual or company selling the monument to contact the City of Newton, to assure the size of the lot will accommodate the foundation. See chart below for maximum monument dimensions.

	Maximum	Maximum	Maximum	Maximum
Union Cemetery	Length of Marker	Width of Marker	Height of Marker	Foundation
Single Space	28 inches	18 inches	22 inches	38 inches x 28 inches
Single Baby land Space	20 inches	12 inches	16 inches	30 inches x 22 inches
Single Veteran's Space	24 inches	12 inches	flush to ground	no foundation required
Double Spaces	62 inches	18 inches	22 inches	72 inches x 28 inches
Memorial Park Cemetery				
Single Space	28 inches	18 inches	flush to ground	no foundation required
Double Spaces	60 inches	18 inches	flush to ground	no foundation required

3. **Placement:** Monuments on single spaces must be centered at the head of the plot. For double spaces it must be centered between both spaces.
4. **Inspection:** The cemetery management shall inspect all foundations prior to delivery of concrete. If any violations are found, said violations must be corrected prior to delivery of concrete. All cost associated with the foundation will be the responsibility of the contractor and not the City of Newton.
5. **Fee:** A lot location and/or inspection fee established by City Council shall be charged for each monument set.
6. No stone shall be set or foundation constructed prior to the interment of all parties named without the permission of the Community Services Director or their designated representative.
7. The base or foundation shall be constructed to a minimum depth of 1' the full width of the foundation. If set above vault at least 6" must contact vault. **(SEE DIAGRAM BELOW).**
8. The top of the base or foundation shall be level in all directions with its top at the highest ground elevation.
9. All stones shall be set in line with the other stones in same row.
10. All forms for the bases or foundations shall be removed and backfilled within 2 weeks.
11. Foundations are currently only required at Union Cemetery and must be of concrete made of 3 parts sand or gravel to 1 part cement.

Stone Foundations & Stone Setting



City of Newton Council Report

**Item:**

Resolution approving change order #1 for the Water Treatment Plant Controls and Telemetry Replacement Project

Summary:

Approving CO#1 for the Water Treatment Plant Controls and Telemetry Project

Financial Impact:

\$62,844.00 from Bonds dedicated to Water Improvements

Report Number: 2025-252

Date:

March 17, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

At the November 6, 2023, City Council meeting, the Council approved a project for the replacement of controls and telemetry at the Water Treatment Plant. This project was included in the Capital Improvement Plan (CIP) for FY24 and awarded to JETCO Inc. for \$225,000.

Fox/Strand Engineering prepared the plans, specifications, and cost estimates, with the engineer's probable cost estimate set at \$500,000.

JETCO has proposed modifications to the existing contract to incorporate additional automation enhancements for the Water Treatment Plant. These upgrades, as defined in change order #1, which were not included in the original contract. Several of the items included in the change order are recommendations from the Iowa Department of Natural Resources. Change order #1 increases the contract amount by \$62,844.00.

Recommendation:

Approve Change Order #1 with JETCO Inc. of Altoona, Iowa, for the Controls and Telemetry Replacement Project, utilizing Bonds dedicated to Water projects.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CHANGE ORDER #1 FOR THE WATER
TREATMENT PLANT CONTROLS AND TELEMETRY REPLACEMENT
PROJECT**

WHEREAS, At the November 6, 2023, City Council meeting, the Council approved a project for the replacement of controls and telemetry at the Water Treatment Plant; and

WHEREAS, this project was included in the Capital Improvement Plan (CIP) for FY24 and awarded to JETCO Inc. for \$225,000; and

WHEREAS, Fox/Strand Engineering prepared the plans, specifications, and cost estimates, with the engineer's probable cost estimate set at \$500,000; and

WHEREAS, JETCO has proposed modifications to the existing contract to incorporate additional automation enhancements for the Water Treatment Plant; and

WHEREAS, these upgrades, as defined in change order #1, which were not included in the original contract; and

WHEREAS, several of the items included in the change order are recommendations from the Iowa Department of Natural Resources; and

WHEREAS, change order #1 increases the contract amount by \$62,844.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Contract Change Order #1 for the Controls & Telemetry Replacement Project in the City of Newton, Iowa, with Jetco Inc. of Altoona, Iowa is hereby approved, in the amount of Sixty-Two Thousand Eight Hundred Forty-Four Dollars and Zero Cents (\$62,844.00). The project will be funded through bonds dedicated to Water projects.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



March 5, 2025

CHANGE ORDER NO. 1

PROJECT: Water System Controls Replacement
OWNER: City of Newton, Iowa
CONTRACT: 1-2023
CONTRACTOR: Jetco, Inc.

Description of Change

1a	Complete all additional work as outlined in the enclosed Change Order Proposal “CO1 Plant Wide Automation–Revision No. 2” dated February 20, 2025, and consisting of five pages.	ADD	\$62,844.00
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TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$62,844.00
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Contract Price Adjustment

Original Contract Price	\$225,000.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$62,844.00
Current Contract Price including this Change Order	\$287,844.00

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	March 28, 2025
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	March 28, 2025

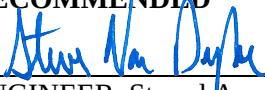
Contract Final Completion Date Adjustment

Original Contract Final Completion Date	April 18, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	April 18, 2025

City of Newton–Jetco, Inc.
Contract 1-2023
Page 2
March 5, 2025

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

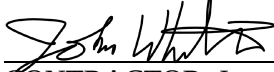


ENGINEER–Strand Associates, Inc.®

March 5, 2025

Date

APPROVED



CONTRACTOR–Jetco, Inc.

March 5th, 2025

Date

APPROVED

OWNER–City of Newton, Iowa

Date



Thursday, February 20, 2025
To: City of Newton
Re: CO1 Plant Wide Automation – Rev2

Project: 2476C – CO1

Per your request Jetco is pleased to provide you the following proposal for changes/upgrades to the current contract to provide additional automation to the Water Treatment Plant

Item A: System Design/Engineering & Main Control Panel Modifications

Additional I/O Cards, Relays, Terminal Blocks to accommodate all I/O on the attached I/O List
System Design Updates, documentation and submittal

Item B: Well Control:

Currently all Well Pumps are started manually at plant start-up from hardwired switches on existing MCC.

Proposal includes:

- Removal of all existing hardwired switches on motor control center. New aluminum plate to be provided to cover.
- Conduit/wire from PLC Control Panel to Banner I/O Radios for connection of start commands for the associated Wells
 - o #14 awg control wire: Quantity as necessary.
- Additional PLC I/O Modules for required I/O points.

SCADA System Programming:

Treatment Plant Start & Stop Selection

Selections shall have a Pop-up Confirmation window for plant operators to confirm the requested operation to avoid accidental starting or stopping of the treatment plant.

All Wells: Hand-Off-Auto, Running Status and Fail to Run Alarms

With Treatment Plant Start Command all Wells currently in Auto shall be commanded to start. If Well Running status input is not received within operator adjustable time delay an alarm shall be generated.

Above software switches shall be accessible from Water Plant Panelview and both SCADA Computers.

Item C: Chemical Feed Pumps: (3 Existing)

Currently all chemical feed pumps are manually started/stop during plant start-up and shutdown. Chemical pump feed rates are adjusted manually at each pump.

Proposal Includes:

- Conduit/wire to each chemical feed pump.
 - o (6) #14 awg control wires
 - o (2) #18 awg 2-wire shielded cables (future feed rate control)
- Nema 4X Fiberglass Relay Panel to tie into existing 120V outlet. Mounted at each chemical feed pump location.
- Additional PLC I/O Modules for required I/O Points

SCADA System Programming:

All Chemical Feed Pumps: Hand-Off-Auto

Future: Running Status, Feed Rate Control (Manual & Flow Paced), Fail to Run Alarms

With Treatment Plant Start Command all chemical feed pumps in Auto shall be commanded to start.

Item D: CO2 Feeder:

Current CO Feeder is manually started/stopped during plant start-up and shutdown.

Proposal Includes:

- Conduit/wire from PLC Control Panel to CO2 Feeder Panel
 - o (6) #14 awg Control Wire
 - o (4) #18 awg 2-wire shielded cables
- Additional PLC I/O Modules for required I/O Points

SCADA System Programming:

CO2 Feeder Hand-Off-Auto, Running Status, High & Low Pressure Alarms, CO2 Tank Level, CO2 Tank pressure, pH, & Flow

Item E: Clarifier Drives & Turbines:

Currently Clarifier Equipment is manually started/stopped during plant start-up and shutdown.

Proposal Includes:

- Conduit/wire from PLC Control Panel to Clarifier equipment motor starters and VFDs
 - o (4) #14 Awg Control Wires to each motor starter & VFD
- Additional PLC I/O Modules for required I/O Points

SCADA System Programming:

All Clarifier Equipment: Hand-Off-Auto, Running Status, Fail to Run Alarm

With Treatment Plant Start Command all Clarifier Equipment in Auto shall be commanded to start.

Item F: Aerator Fans: (4) Total (See MCC Modifications for other clarifications)

Currently Aerators are manually started/stopped during plant start-up and shutdown.

Proposal Includes:

- Conduit/wire from PLC Control Panel to Aerator motor starters
 - o (4) #14awg Control Wires to each motor starter
- Additional PLC I/O Modules for required I/O Points

SCADA System Programming:

All Aerators: Hand-Off-Auto, Running Status, Fail to Run Alarm

With Treatment Plant Start Command all equipment in Auto shall be commanded to start.

Item G: Sludge Blow Down Valves: Qty (2)

Sludge Blow Down Valve are currently controlled via local control panel and timing relays.

Proposal Includes:

- Additional conduit/wire from PLC Control panel to Sludge Blow Down Local Control Panel.
 - o (4) #14awg Control Wires
- Add Timer/SCADA Switch to local control panel. Rewire panel to accept open command from PLC Control Panel if switch is in "SCADA" Position. Timers will remain back-up control.

SCADA System Programming:

Each Valve: Open-Close-Auto, Open & Close duration timers, with matrix to control when valves are commanded open. Ex: Every hour, 30 minutes, 15 minutes.

With Treatment Plant Start Command valves in Auto shall start the open/close cycling after an adjustable time delay.

Item H: Plant Wide Wireless Network for connection to SCADA Network:

Included with this change proposal will be the labor and materials for installation of the following equipment:

(3) Wireless Network Access Points

Locations: Filter Room, Outside Plant Superintendent Office, Lower Level
MCC/Garage Area

All Access Point Hardware shall be part of the SCADA Allowance equipment.

Access Points will be POE with CAT6 Network Cable Routed to nearest Control Panel with network access.



1050 9th ST NE
Altoona, IA 50009
Ph. 515.967.5874
jetcoinfo@jetcoelectric.com

General Notes and Clarifications:

- All new conduit to be Schedule 40 PVC.
- Attached System I/O List provided list of all existing I/O Points and New I/O Points
- Proposal includes updated system design submittals and system programming.

Pricing Summary

ITEM A: MAIN CONTROL PANEL	\$	29,171.00
ITEM B: WELLS INDIVIDUAL CONTROL	\$	7,550.00
ITEM C: CHEMICAL FEED PUMPS	\$	13,968.00
ITEM D: CO2 FEEDER	\$	2,520.00
ITEM E: CLARIFIER DRIVES & TURBINES	\$	1,995.00
ITEM F: AERATOR FANS	\$	1,460.00
ITEM G: SLUDGE BLOW DOWN	\$	3,650.00
ITEM H: WIRELESS ACCESS INSTALL	\$	2,530.00
UPGRADE TOTAL	\$	62,844.00

Sincerely,

A handwritten signature in black ink, reading 'John M. Whitacre'.

John M. Whitacre, President

JETCO, INC

TERMS AND CONDITIONS

General:

1. *Proposal Valid for 30 days. Any orders received after 30 days will be evaluated for manufacturer's price increases. Due to the global material shortages, supply chain and delivery issues manufacturer price increases have become much more frequent and can occur at any time.*
2. *Project must be released for Jetco, Inc. production within 12 weeks from date submittals are transmitted to the customer. Orders released to production after 12 weeks are subject to pricing increase.*
3. *Due to all manufacturers having global material shortages, supply chain and delivery issues. Equipment lead times are estimated at time of proposal and are subject to change at any time. These issues are beyond Jetco's control and Jetco shall not be held responsible for any project completion delays.*
4. *Jetco Control Panels shall be supplied with Jetco standard OEM Panel components, which includes, but not limited to: Terminal blocks, breakers, relays, wiring, etc.*
5. *Only Electronic Submittals/Re-submittals will be supplied, during the engineer approval process. Pricing for hard copies can be supplied upon request.*
6. *O&M's will be supplied at the end of the project only. No Preliminary O&M's shall be supplied. Once the project has been completed or near completion. (1) Electronic O&M will be supplied for engineer approval. Once approved, Hard Copies will be supplied as required per the project specifications.*
7. *Proposed Cable lengths are shown with proposed Equipment. If additional cable is required, please add the additional costs below to the proposal amount:*
 - o *Flow Meter: \$80 for each additional 10 ft.*
 - o *Transducers/Floats: \$60 for each additional 10 ft.*
 - o *Fiber/Antenna Coax LMR400/600: \$40 for each additional 10 ft.*
 - o *Misc.: Additional cable can be quoted upon request.*
8. *Equipment Cable lengths must be confirmed by the installing personnel/contractor within 4 weeks of engineer approval of equipment. Items cannot be ordered until cable lengths are confirmed. Any equipment confirmed after the 4 weeks are subject to pricing increase.*

Excludes the following, unless specifically listed in Jetco proposal:

1. *State or Local Sales Tax, Project Bonding*
2. *Labor or Materials for any electrical or mechanical installation.*
3. *Utility Metering CT/PT Cabinets or Utility Transformers.*
4. *Generators, Transfer Switches, or Switchgear.*
5. *Electrical disconnects, control stations, or junction boxes.*
6. *Control Panels and/or Instrumentation.*
7. *Telecom data outlets, Phone Systems, or DMARC boxes.*
8. *Electrical lighting and/or lighting controls.*
9. *Cord and/or Kellum Grips for factory cables such as pumps, floats, transducers, sensors, etc.*
10. *HVAC Equipment and/or controls.*
11. *Photo Voltaic System*
12. *Solenoid Valves*
13. *Process Equipment/Controls/Instruments specified to be provided by the manufacturer.*
14. *Pumps/Motors, valves/gates, valve/gate actuators or process piping.*
15. *Pump, Blower, or Motor Monitoring relays shall be provided by the manufacturer. If shown to be wired into Jetco provided MCC or Control Panel these items will need to be shipped to Jetco for installation.*
16. *Data Cabling: Any network connections or cables between control panels and remote equipment.*
17. *Fiber Optic Cables, Fiber boxes, Fiber jumpers, Fiber termination and testing.*
18. *Electrical Gear Power Study*
19. *Spare parts and/or maintenance tools*
20. *End user Calibration/testing equipment.*
21. *Installation of Antenna, Coax Cabling, and conduit masts.*

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 9553

Summary:

An agreement with Unite Private Networks/SEGRA to utilize public right-of-way for the extension of an existing communications network.

Financial Impact:

\$5,493.00 fee to be paid to the City by Unite Private Networks.

Report Number: 2025-260

Date:

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

Unite Private Networks/ SEGRA of Kansas City, Missouri, proposes extending its existing telecommunications system in Newton. The proposed route begins at mid-block of the 2200 block of S 22nd Ave E, then to the west 283 LF, turns south for 661 LF, and then west 4826 LF along Rusty Wallace Dr where it turns South onto private property at 3333 Rusty Wallace Dr.

The proposed underground portion of the route includes 5770 LF of improvements in the City of Newton right-of-way. Based on the rates the City Council established in Resolution No. 2012-034 passed on April 16, 2012, the licensing fee for the portion of this line in the City of Newton right-of-way is \$5,493.00.

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

Recommendation:

Approval of the telecommunications licensing agreement with Unite Private Networks/SEGRA of Kansas City, Missouri.

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

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH UNITE PRIVATE NETWORKS –
UPN 9553**

WHEREAS, Unite Private Networks/ SEGRA of Kansas City, Missouri, proposes extending its existing telecommunications system; and

WHEREAS, said telecommunications system would be an extension of an existing communications system installed previously; and

WHEREAS, the proposed route begins at mid-block of the 2200 block of S 22nd Ave E, then to the west 283 LF, turns south for 661 LF, and then west 4826 LF along Rusty Wallace Dr where it turns South onto private property at 3333 Rusty Wallace Dr; and

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

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

WHEREAS, the proposed underground portion of the route includes 5770 LF of improvements in the City of Newton right-of-way; and

WHEREAS, based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012, the licensing fee for the portion of this line in the City of Newton right-of-way is \$5,493.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Unite Private Networks/ SEGRA of Kansas City, Missouri.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$5,493.00 (Five Thousand Four Hundred and Ninety Three dollars and Zero Cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

b. If during the term of this License the City enacts an Ordinance requiring

compensation from telecommunications providers on a competitively neutral and nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$5,493.00, the City shall refund the excess of \$5,493.00 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove,

locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

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

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

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation with sod in conformance with city ordinances and in accordance with standard local practices for placing sod.

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

The City shall notify the Licensee of the default and the Licensee shall cure such default

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

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

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

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

SECTION 18. DELIVERY OF NOTICES

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

If to City:

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

If to Licensee:

Unity Private Networks DBA SEGRA
1415 28th Street
West Des Moines, IA 50266

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

SECTION 19. TELECOMMUNICATIONS ACT

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

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

LICENSEE

By: J. Broulaker-Hills

Title: Agent for Unite Private Networks, LLC dba Segra

CITY OF NEWTON

By: _____
Evelyn George, Mayor

Attest: _____
City Clerk

53391
AT&T IOWA MOTOR
SPEEDWAY
3333 RUSTY WALLACE DR.
NEWTON, IOWA 50208



6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 W 12TH STREET,
FLOOR 11
KANSAS CITY, MO 64105
(816) 410-1156

NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

A	2/21/2025	ISSUED FOR REVIEW	VUM	TJW	TJW
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: 1:600		DESIGNED BY: T.WILLIAMS	DRAWN BY: V. MEZENTSEVA		



ATT IOWA MOTOR SPEEDWAY
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PRINTED	SHEET NUMBER	REV
3/4/2025	CV-1	A



GENERAL NOTES

1. WITHIN THESE PLANS AND SPECIFICATIONS, "OWNER" IMPLIES SEGRA, UNLESS OTHERWISE NOTED. WITHIN THESE PLANS AND SPECIFICATIONS, "ENGINEER" IMPLIES NEWCOM TECHNOLOGIES, UNLESS OTHERWISE NOTED.
2. THE TERMS "CONTRACTOR" AND "G.C." REFER TO THE OWNER'S GENERAL CONTRACTOR AND THE GENERAL CONTRACTOR'S SUB-CONTRACTORS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE DIVISION OF WORK AMONG SUB-CONTRACTORS.
3. THE WORK IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE
4. THE LOCATIONS OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR MUST COMPLETE LOCATE REQUESTS 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. 811, OR (800) 292-8989, OR [HTTP://WWW.IOWAONECALL.COM](http://WWW.IOWAONECALL.COM)
5. THE PROJECT SITE SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AND LOCAL PUBLIC JURISDICTION. RESTORATION OF VEGETATION TO PRE-EXISTING CONDITIONS AND SEEDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PC CONCRETE AND HOT MIX ASPHALT SHALL COMPLY WITH SUDAS OR PUBLIC JURISDICTION STANDARDS, WHICHEVER IS STRICTER.
6. THE WORK DELINEATED IN THESE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS SHALL CONFORM TO CODES, STANDARD AND REGULATIONS THAT HAVE JURISDICTION IN THE STATE(S) OF IOWA . THE COUNTY(S) OF JASPER . AND THE CITY(S) OF NEWTON.
7. REQUIREMENTS AND REGULATIONS PERTAINING TO R.F. SAFETY CODES AND PRACTICES MUST BE INCORPORATED IN THE WORK EVEN THOUGH THEY MAY NOT BE LISTED INDIVIDUALLY AND SEPARATELY IN EITHER THE DRAWINGS OR SPECIFICATIONS.
8. COMPARE FIELD CONDITIONS WITH ENGINEERING DRAWINGS. ANY DISCREPANCIES SHALL BE DIRECTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO FABRICATION AND/OR CONSTRUCTION. SUBMIT NECESSARY SHOP DRAWINGS PRIOR TO FABRICATION FOR APPROVAL BY THE ENGINEER. NO INFORMATION OR DETAIL ON THESE SHEETS MAY BE USED WITHOUT PERMISSION OF THE ENGINEER.
9. SAFETY MEASURES: THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF THE PERSONS AND PROPERTY AND FOR INDEPENDENT ENGINEERING REVIEW OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
10. ANY AND ALL SPLICE LOCATIONS MUST CONTAIN AN 8' GROUND ROD.
11. ALL NEW UNDERGROUND INSTALLATIONS MUST CONTAIN A #12 LOCATE WIRE.
12. PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.

PERMIT TRACKING

TRACKING #	ENTITY	TYPE	PERMIT #	STATUS
UPN-9553	CITY OF NEWTON	RIGHT OF WAY PERMIT		

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa

(Signature) (Date)

Printed or Typed Name _____

License Number

My License Renewal Date is December 31, _____

Pages or Sheets Covered by this Seal: _____



CALL BEFORE YOU DIG
(811)
72 HOURS NOTICE REQUIRED
The utilities displayed on this drawing
are in approximate locations.
Segra disclaims any
responsibility for the accuracy of this
information. All utilities must be verified
with the proper authorities prior to any
excavation.



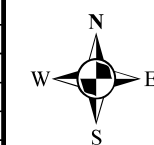
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(515) 274-9611



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KANSAS CITY, MO 64105
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NEWTON
JASPER COUNTY
AT&T IOWA
MOTOTR SPEEDWAY

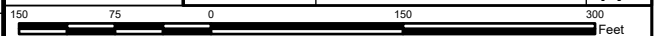
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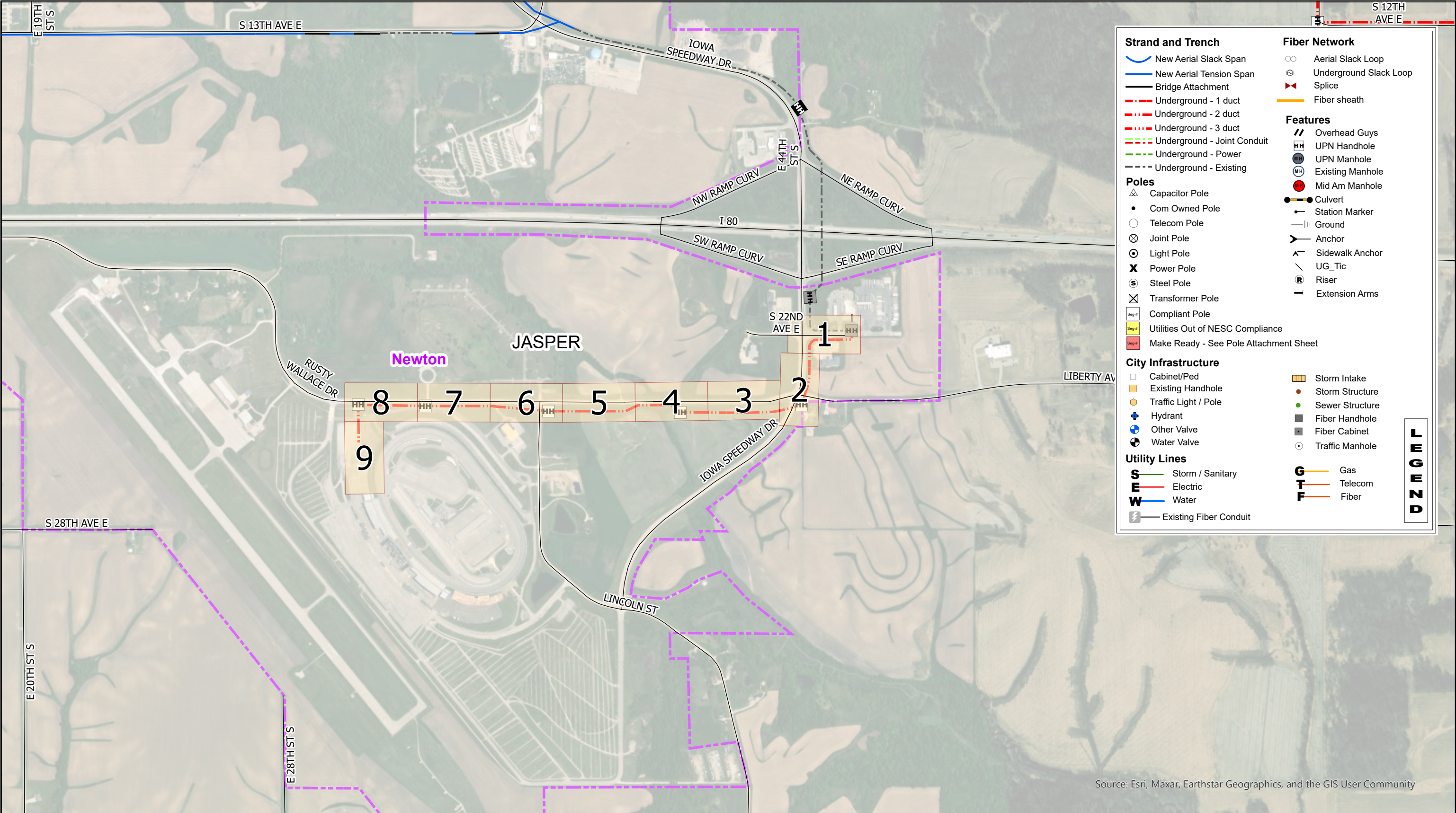
ATT IOWA MOTOR SPEEDWAY

GENERAL NOTES

PRINTED	SHEET NUMBER	REV
3/4/2025	GN-1	A



11 X 17 "ANSI B" SIZE



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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A	2/21/2025	ISSUED FOR REVIEW	VUM	TJW	TJW
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SCALE: 1:11,250		DESIGNED BY: T. WILLIAMS	DRAWN BY: V. MEZENTSEVA		

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IOWA MOTOR SPEEDWAY
OVERVIEW

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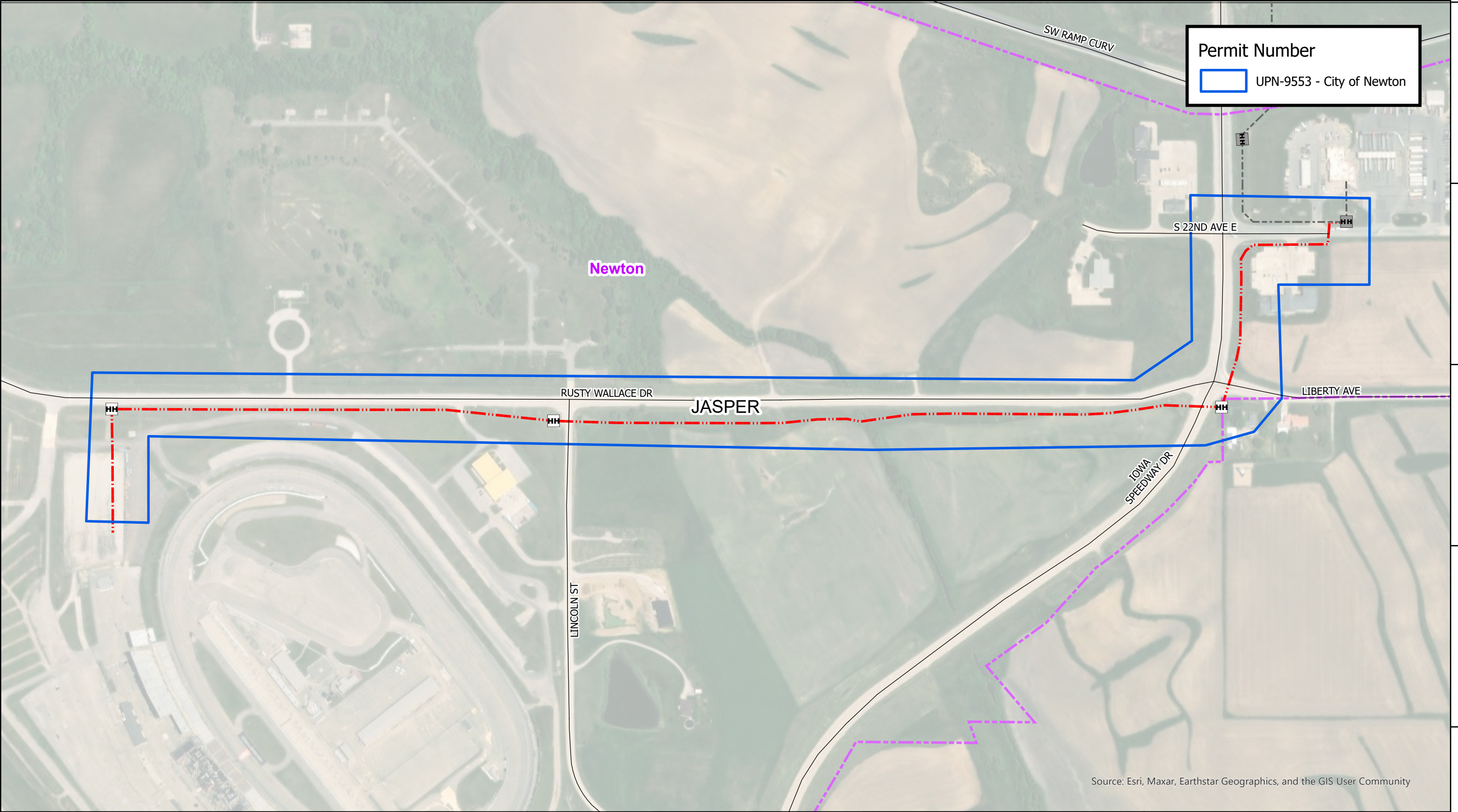
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11 X 17 "ANSI B" SIZE



Permit Number

UPN-9553 - City of Newton

Newton

JASPER

RUSTY WALLACE DR

S 22ND AVE E

LIBERTY AVE

IOWA
SPEEDWAY DR

LINCOLN ST

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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NEWTON
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MOTOR SPEEDWAY

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PERMIT BOUNDARY

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11 X 17 "ANSI B" SIZE

SURFACE QUALITY DATA (CL/ASCE 38-02)

QUALITY LEVEL -- A - EXPOSE SELECTED SUBSURFACE UTILITIES TO OBTAIN THREE-DIMENSIONAL INFORMATION. USE MINIMALLY INTRUSIVE EXCAVATION METHODS, SUCH AS VACUUM EXCAVATION. DEPICT RESULTING INFORMATION. THIS IS QUALITY LEVEL A (QL-A) INFORMATION.

QUALITY LEVEL -- B - USE APPROPRIATE SURFACE GEOPHYSICAL METHODS (I.E., PIPE AND CABLE LOCATORS, TERRAIN CONDUCTIVITY METHODS, RESISTIVITY MEASUREMENTS, METAL DETECTORS, GROUND PENETRATING RADAR, ETC.) TO DESIGNATE EXISTING SUBSURFACE UTILITIES OR TO TRACE A PARTICULAR UTILITY SYSTEM. THIS PROVIDES TWO-DIMENSIONAL HORIZONTAL INFORMATION. PLACE PAINT MARKS ON THE GROUND. PLACE IDENTIFICATION FLAGS OR STAKES ON THE PAINT MARKS OR CODING ON THE PAVEMENT AT 50-FOOT INTERVALS AND SURVEY TO PROJECT CONTROL. DEPICT RESULTING INFORMATION VIA COMPUTER-AIDED DESIGN AND DRAFTING (CADD) OR MANUAL PLOTTING ONTO THE CLIENT'S PLAN SHEETS, GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASES, OR OTHER APPROPRIATE DOCUMENTS. THIS IS QUALITY LEVEL B (QL-B) INFORMATION. IF REQUESTED BY THE PROJECT OWNER, ALSO PERFORM SURVEYING AND DEPICT INFORMATION ABOUT AERIAL UTILITIES

QUALITY LEVEL -- C - MAKE FIELD OBSERVATIONS TO IDENTIFY VISIBLE ABOVE-GROUND UTILITY FEATURES. SURVEY AND PLOT RESULTING INFORMATION. THIS IS QUALITY LEVEL C (QL-C) INFORMATION.

QUALITY LEVEL -- D - OBTAIN EXISTING UTILITY INFORMATION FROM OTHER SOURCES. REVIEW ALL INFORMATION THAT CAN BE OBTAINED AND PLOT IT ON A UTILITY COMPOSITE DRAWING OR EQUIVALENT. THIS IS QUALITY LEVEL D (QL-D) INFORMATION.

All pole line clearances are engineered in compliance with customer/pole owner and NESC Rule232 clearance limits

Rule 232	Minimum Clearance of Communication Conductors (Local rules may differ from NESC)	
Category	Description	Minimum
-1	Tracks rails of railroads, except overhead electrified	
-2	Roads, streets, alleys, non-residential driveways, parking lots and other areas subject to truck traffic	
-3	Residential Driveways	
-4	Other land traversed by vehicles	
-5	Spaces or ways accesible to pedestrians or restricted 8' vehicle clearance	
-6		
-7		

EXISTING SUBSURFACE UTILITY DATA (CI/ASCE 38-02)

UTILITY	UTILITY NAME	QUALITY LEVEL A	QUALITY LEVEL B	QUALITY LEVEL C	QUALITY LEVEL D
ELECTRIC	MIDAMERICAN ENERGY			X	
GAS	MIDAMERICAN ENERGY			X	
SANITARY	JASPER COUNTY			X	
STORM	JASPER COUNTY			X	
WATER	JASPER COUNTY			X	
SANITARY					
STORM					
WATER					
COMMUNICATIONS	UNKNOWN			X	
COMMUNICATIONS					
COMMUNICATIONS					



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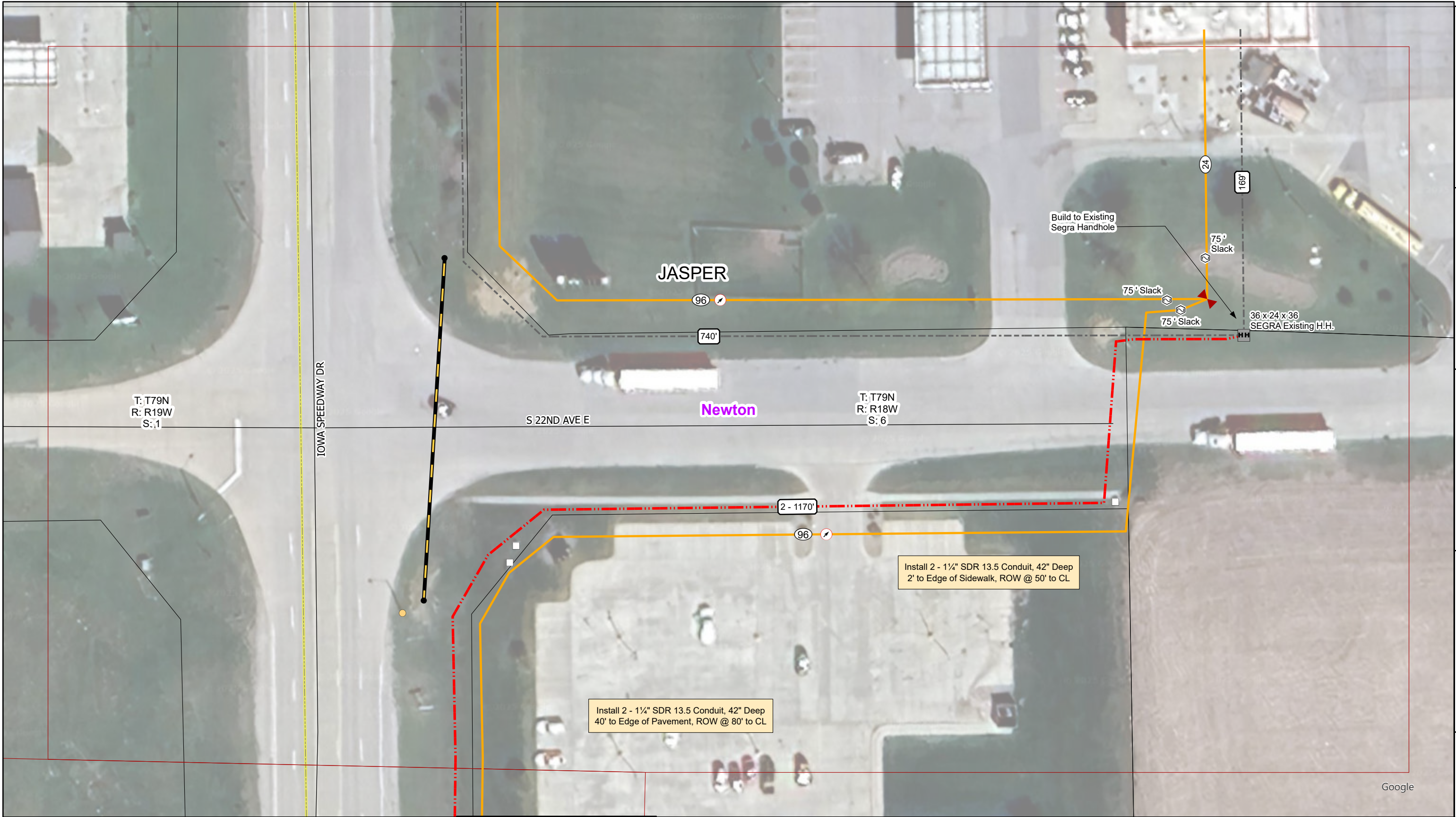
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SURFACE QUALITY DATA

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Technologies
NewCom goes the extra mile!
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SEGRA

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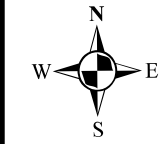
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NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

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IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

PRINTED	SHEET NUMBER	REV
3/4/2025	Sheet 1 of 9	A



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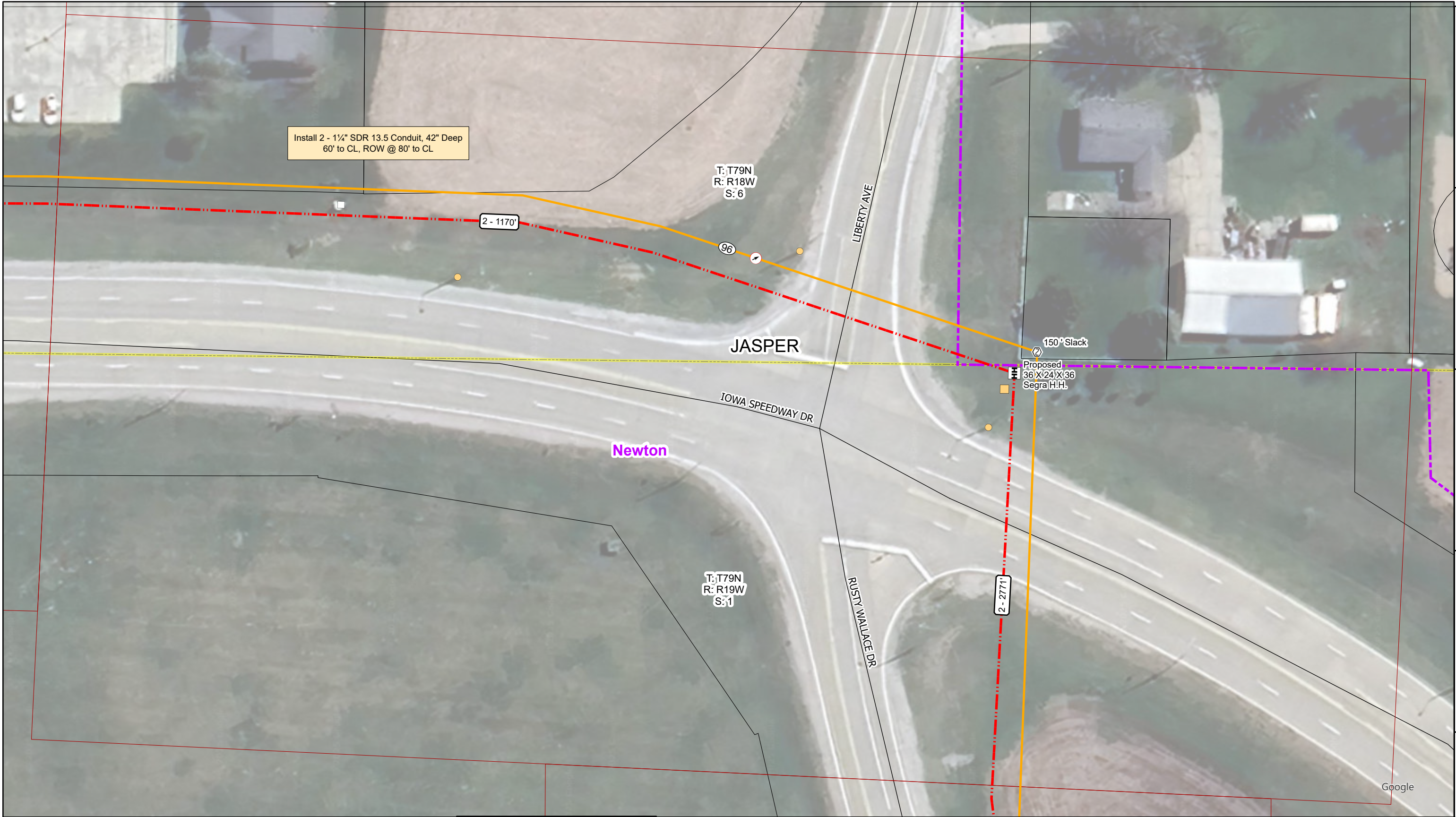
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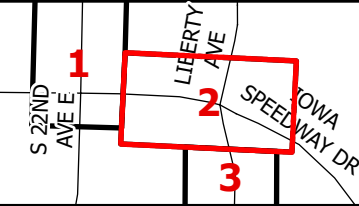




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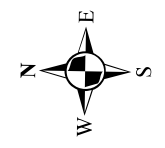
120 W 12TH STREET,
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KANSAS CITY, MO 64105
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NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

NO.	DATE	REVISIONS	BY	CHK	APP'D
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SCALE: DESIGNED BY: T.WILLIAMS DRAWN BY: V. MEZENTSEVA



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IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

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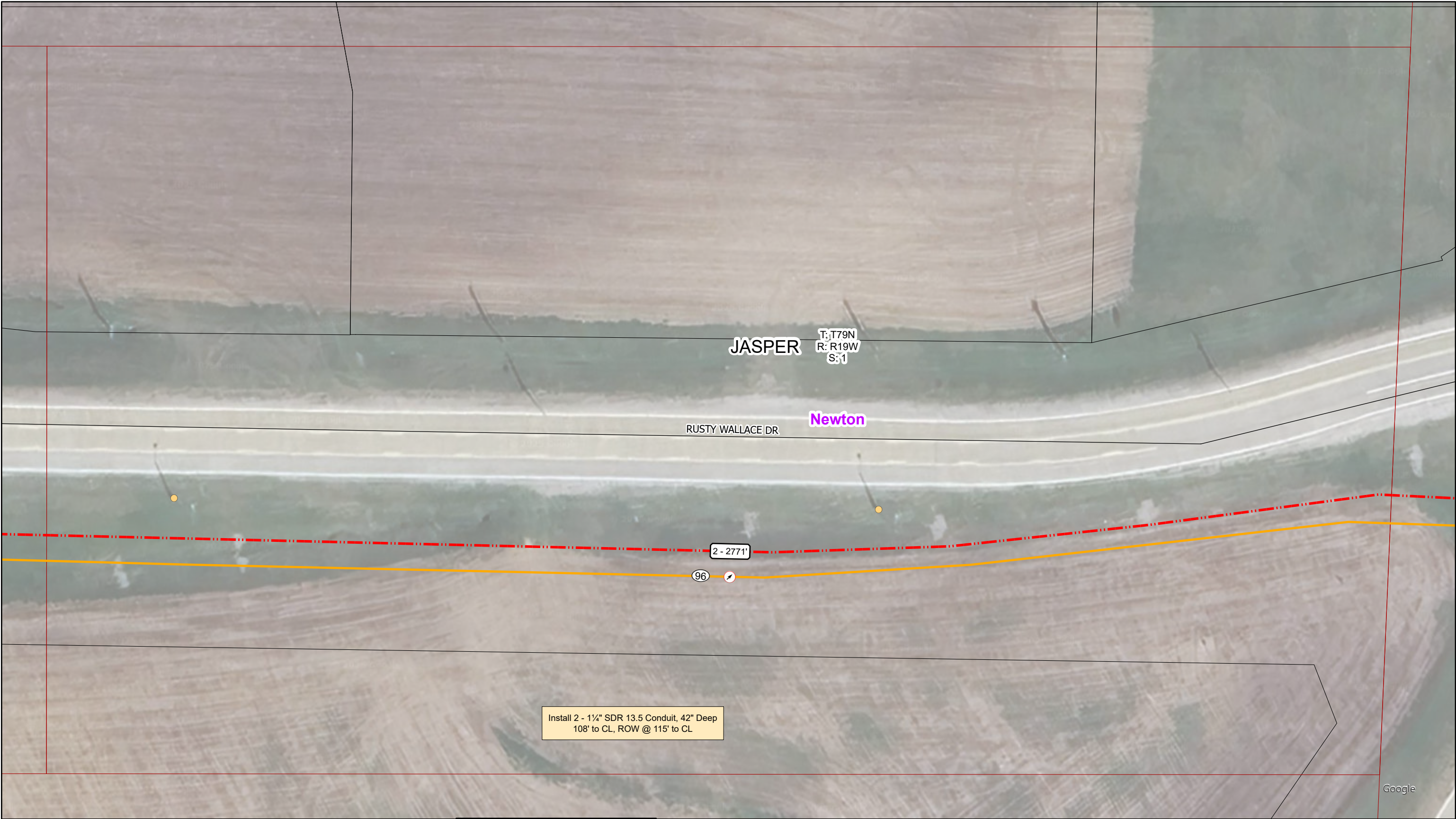
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11 X 17 "ANSI B" SIZE



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MOTOR SPEEDWAY

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SCALE:		DESIGNED BY: T.WILLIAMS	DRAWN BY: V. MEZENTSEVA		

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IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

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3/4/2025	Sheet 3 of 9	A

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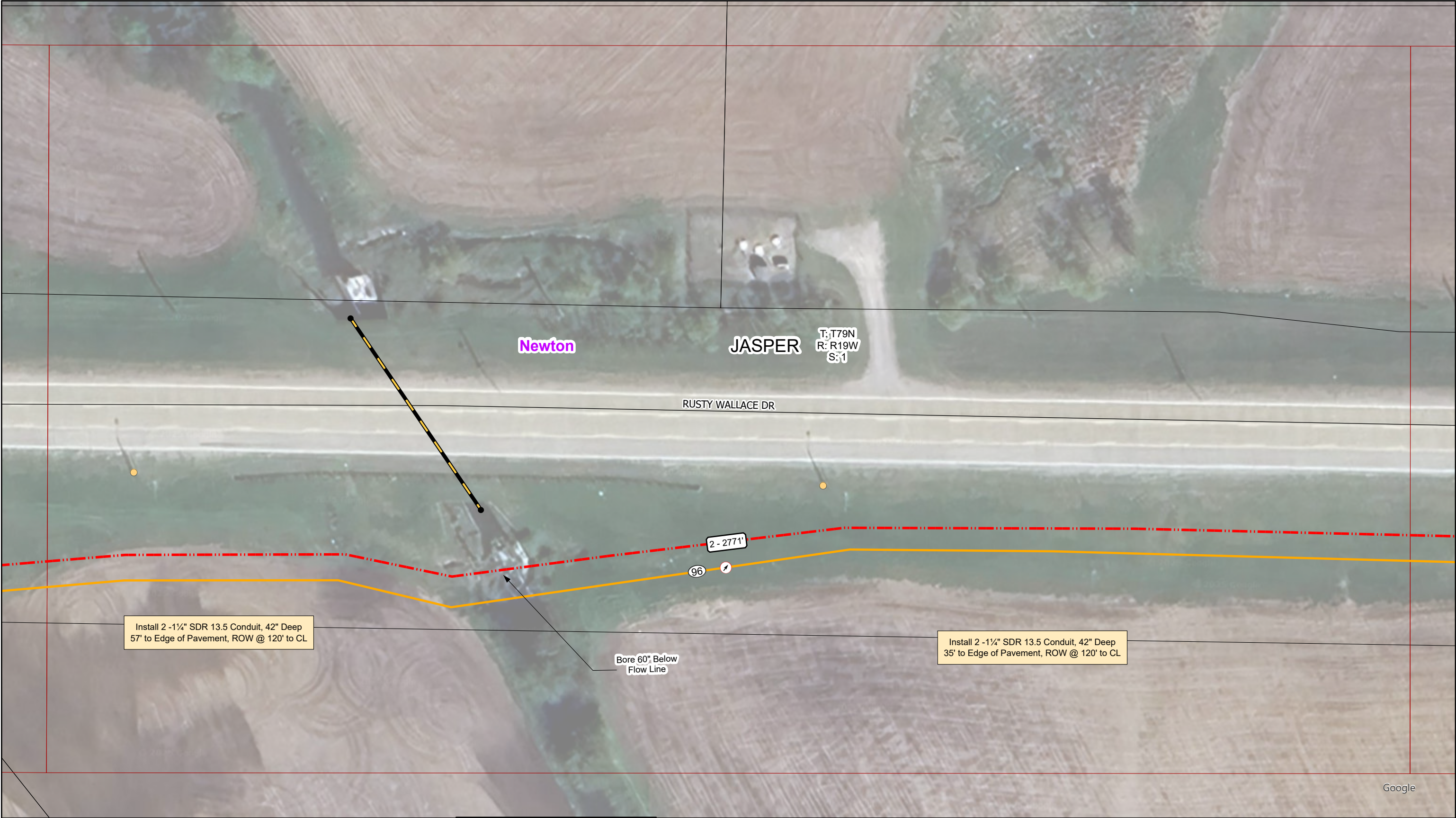
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11 X 17 "ANSI B" SIZE





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JASPER COUNTY
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MOTOR SPEEDWAY

NO.	DATE	REVISIONS	BY	CHK	APP'D
A	3/4/2025	ISSUED FOR REVIEW	VUM	TJW	TJW

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IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

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3/4/2025	Sheet 4 of 9	A

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11 X 17 "ANSI B" SIZE





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LINCOLN ST

654

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JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

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NO.	DATE	REVISIONS	BY	CHK	APP'D
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IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

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3/4/2025	Sheet 5 of 9	A

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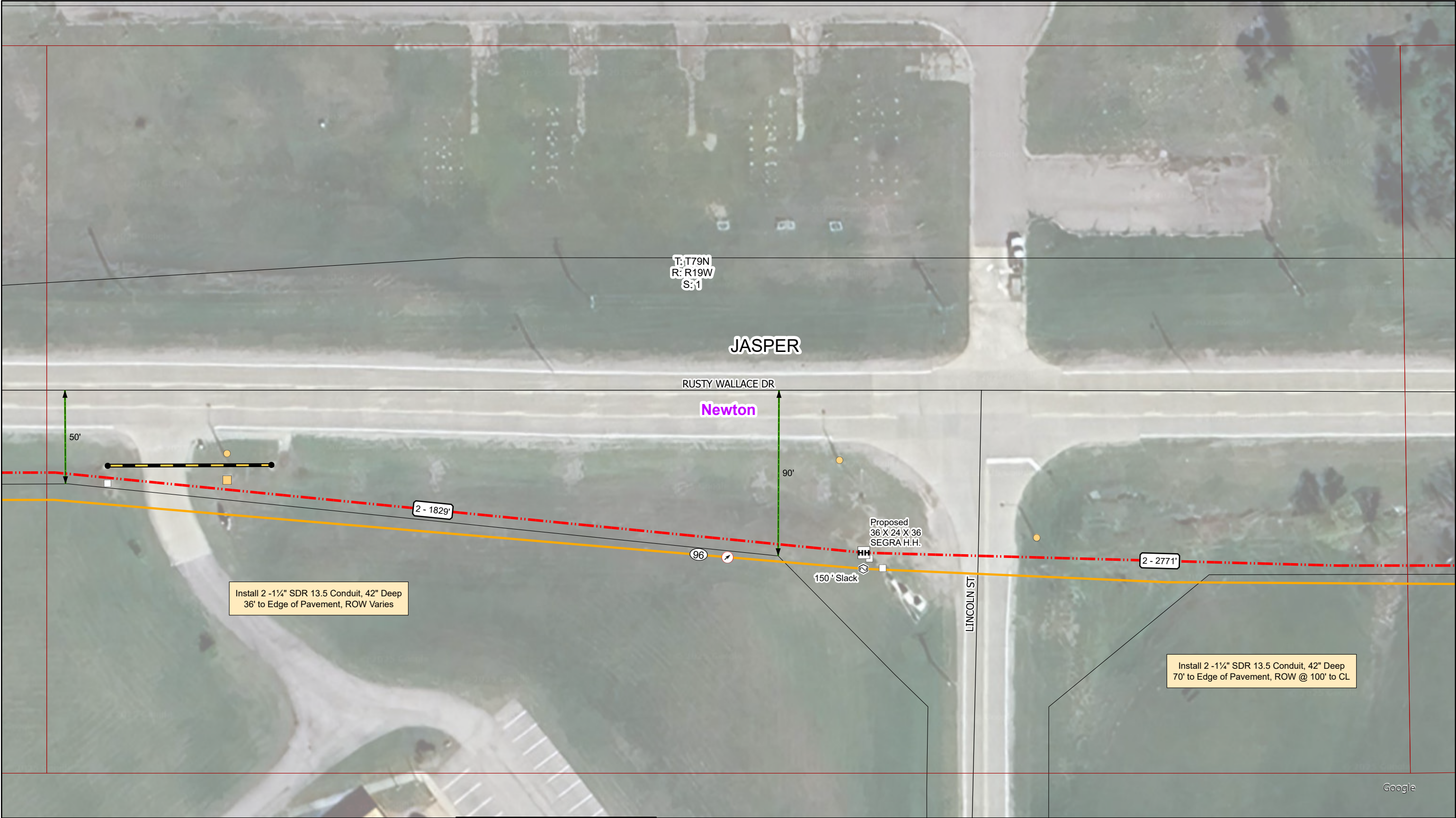
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7

8

11 X 17 "ANSI B" SIZE





6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 W 12TH STREET,
FLOOR 11
KANSAS CITY, MO 64105
(816) 410-1156

7	6	5
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NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

A	3/4/2025	ISSUED FOR REVIEW	VUM	TJW	TJW
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:		DESIGNED BY: T.WILLIAMS	DRAWN BY: V. MEZENTSEVA		



IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

PRINTED	SHEET NUMBER	REV
3/4/2025	Sheet 6 of 9	A



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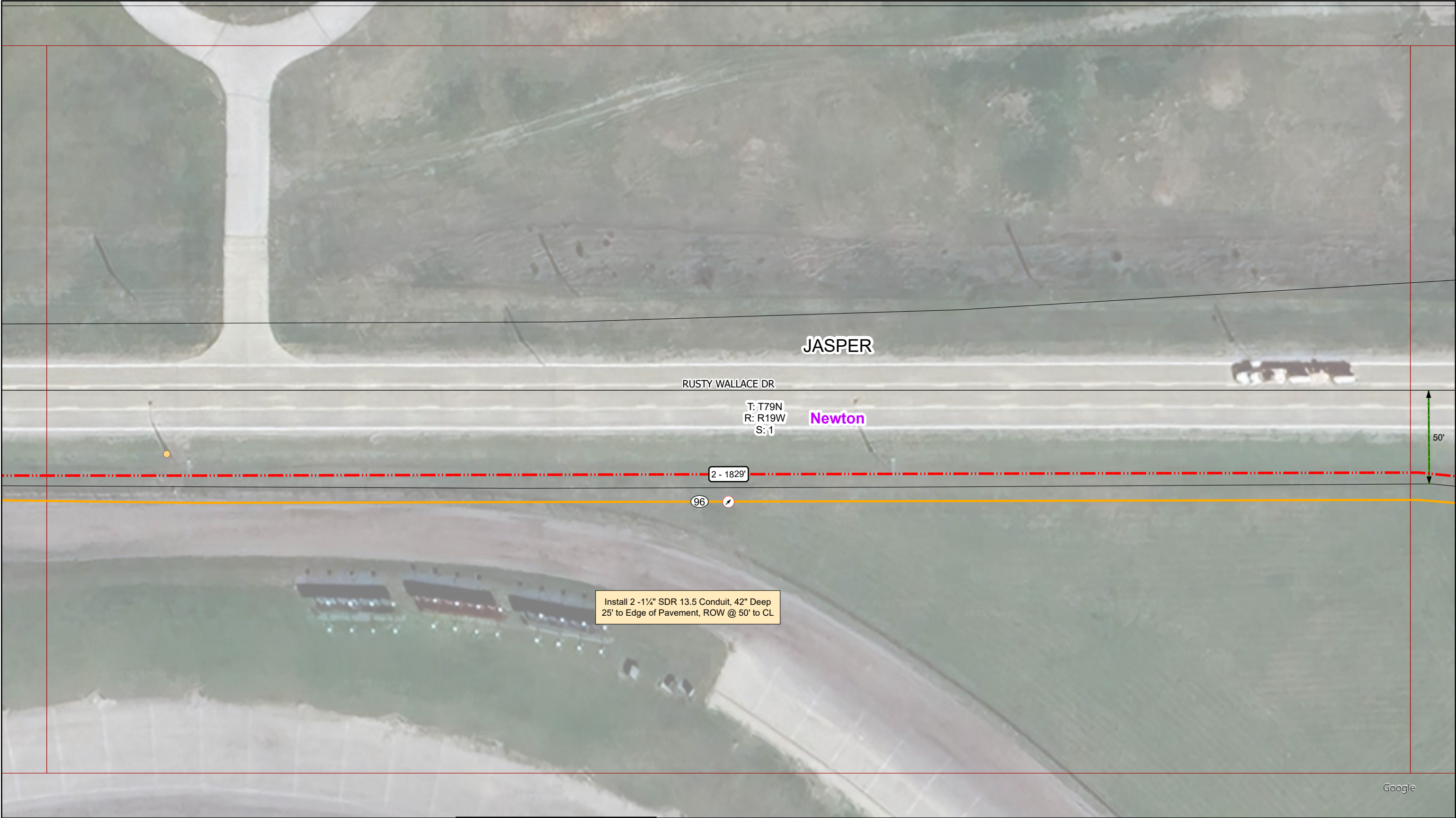
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11 X 17 "ANSI B" SIZE





6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 W 12TH STREET,
FLOOR 11
KANSAS CITY, MO 64105
(816) 410-1156

8	7	6
9		

LINCOLN ST

NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

NO.	DATE	REVISIONS	BY	CHK	APP'D
A	3/4/2025	ISSUED FOR REVIEW	VUM	TJW	TJW

SCALE: DESIGNED BY: T.WILLIAMS DRAWN BY: V. MEZENTSEVA



50 25 0 50 100 Feet

IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

PRINTED	SHEET NUMBER	REV
3/4/2025	Sheet 7 of 9	A

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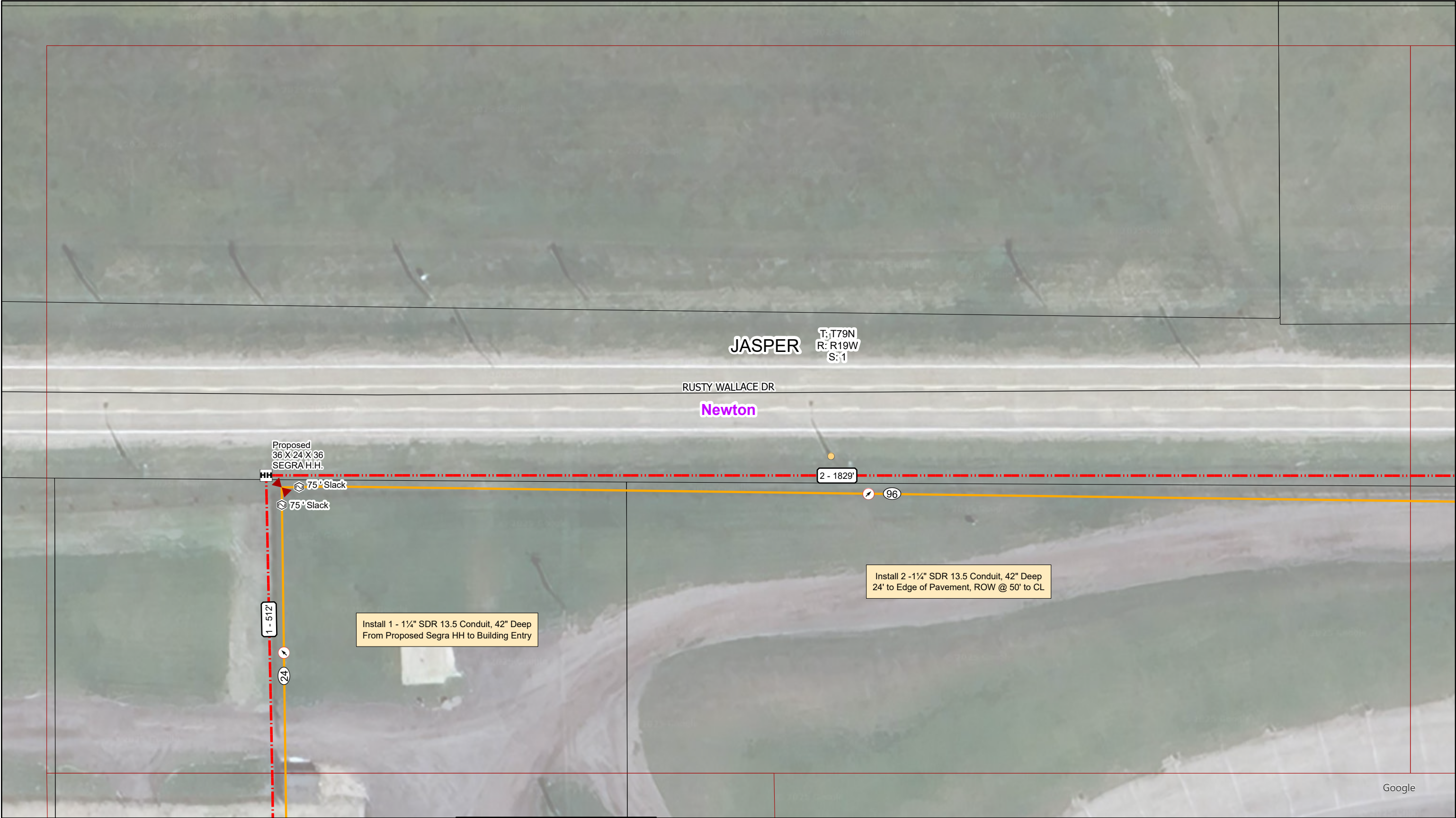
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11 X 17 "ANSI B" SIZE





6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 W 12TH STREET,
FLOOR 11
KANSAS CITY, MO 64105
(816) 410-1156

RUSTY WALLACE DR

8	7
9	

NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

NO.	DATE	REVISIONS	BY	CHK	APP'D
A	3/4/2025	ISSUED FOR REVIEW	VUM	TJW	TJW

SCALE: DESIGNED BY: T.WILLIAMS DRAWN BY: V. MEZENTSEVA

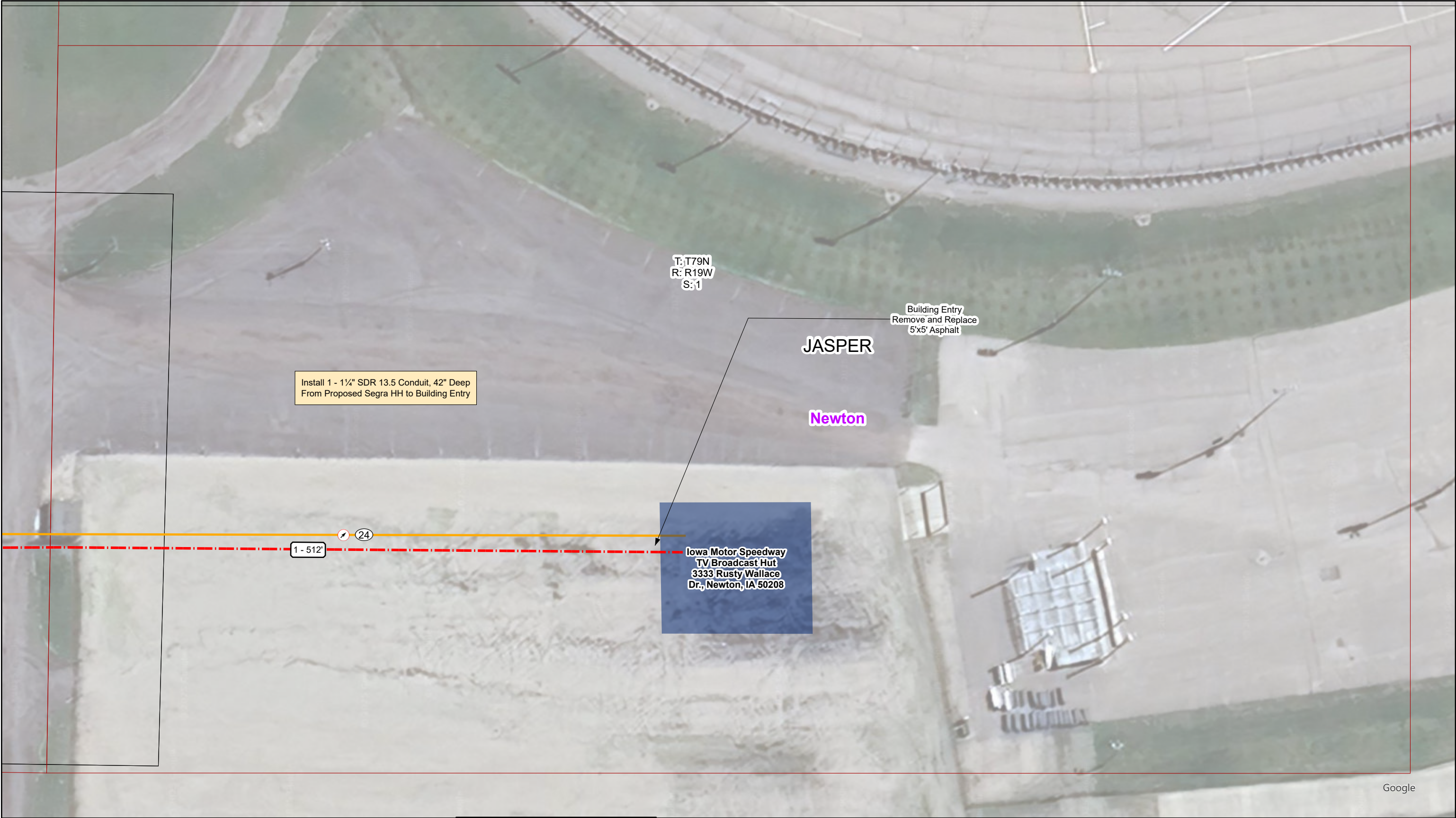


IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

PRINTED	SHEET NUMBER	REV
3/4/2025	Sheet 8 of 9	A

50 25 0 50 100 Feet

11 X 17 "ANSI B" SIZE



Google



6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



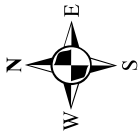
120 W 12TH STREET,
FLOOR 11
KANSAS CITY, MO 64105
(816) 410-1156

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NEWTON
JASPER COUNTY
AT&T IOWA
MOTOR SPEEDWAY

A	3/4/2025	ISSUED FOR REVIEW	VUM	TJW	TJW
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:		DESIGNED BY: T.WILLIAMS	DRAWN BY: V. MEZENTSEVA		



IOWA MOTOR SPEEDWAY
CONSTRUCTION PLANS

PRINTED	SHEET NUMBER	REV
3/4/2025	Sheet 9 of 9	A



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11 X 17 "ANSI B" SIZE

City of Newton Council Report

**Item:**

Resolution setting a Public Hearing for the sale of City-owned property at 721 East 7th Street North, Newton, Jasper County, Iowa

Summary:

Setting a Public Hearing Date and Time for the potential sale of a city-owned residential lot.

Financial Impact:

None, setting a public hearing.

Report Number: 2025-229

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton acquired 721 East 7th Street North through the Jasper County Tax Sale process in 2020.

There is expressed interest in the property. In order to receive and entertain offers, the City must first set the date and time of a public hearing.

The public hearing will be held on April 21, 2025.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 721 EAST 7TH STREET NORTH, NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 721 East 7th Street North, legally described as: LOTS TWO AND THREE OF CLARKE'S SUB-DIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B AT PAGE 315 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

WHEREAS, it is necessary to hold a public hearing prior to acting upon a purchase/redevelopment agreement for said property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on April 21, 2025 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on April 21, 2025, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 721 East 7th Street North, legally described as: LOTS TWO AND THREE OF CLARKE'S SUB-DIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B AT PAGE 315 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on April 11, 2025, to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

Section 2: That following the Public Hearing, City Council may select the proposal which is in the best interest of the City Newton.

PASSED this _____ day of March, 2025

APPROVED this _____ day of March, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Airport Apron Expansion Project

Summary:

Accept plans and order bids for the Newton Airport Apron Expansion Project.

Financial Impact:

No commitment to fund this project with approval of this resolution.

Report Number: 2025-198**Date:**

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Included in the latest Airport Improvement Plan (AIP) and listed in FY26 of the City of Newton FY25-FY29-Capital Improvement Plan is the Apron Expansion project for the Newton Municipal Airport. The Apron expansion project will increase parking space for aircrafts, which will have a significant economic benefit to the airport and also the community by increasing the number of airplanes that can be accepted at the Newton Municipal Airport. On November 18, 2024, City Council approved Resolution 2024-394 to enter into an engineering services agreement with Kirkham Michael & Associates (KM) of Urbandale, Iowa. Kirkham Michael has prepared the construction plans and specifications for the Newton Airport Pavement Rehab Project, and they are now ready to be placed out for bid.

The proposed bid opening for the project will occur on Monday, April 14, 2025, at 10:00 am at the Community Development and Public Works Offices at 303 W. 4th St. N., Ste. 501. The public hearing to accept the bids and award the work will then occur at the regularly scheduled City Council meeting on April 21, 2025. At that same meeting, a resolution will be considered to award the project and authorize the grant application submission to the Federal Aviation Administration (FAA). The total cost of the project is estimated to be \$1,800,000, out of which State funds will cover 85% of \$400,000 total with the remaining 15% covered by local match ; and the FAA grant will cover 95% of \$1,400,000 total with the remaining 5% covered by local match). The City's local match for the construction and engineering costs based on this estimate would be \$130,000. Depending on the bids received and how project costs align with the City budget, additional action may be necessary in the future. If the project is approved, construction work will not begin until 2026.

Recommendation:

City staff recommends approval of the resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE NEWTON AIRPORT APRON IMPROVEMENT PROJECT.

WHEREAS, the Airport Apron Expansion Project is included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport; and

WHEREAS, this project will be funded by a grant from the Federal Aviation Administration (FAA) that will pay for 95% of construction and design costs; and State funds that will cover 85% of the construction and design costs;

WHEREAS, 90% designed construction plans and specifications for the Newton Airport Apron Expansion Project have been prepared by Kirkham Michael & Associates, Inc. (KM) of Urbandale, Iowa, as per Resolution 2024-394, and they are ready to be placed out for bid; and

WHEREAS, the estimated total construction and engineering cost of the base bid is \$1,800,000; with the City's estimated out-of-pocket local match of \$130,000 to be paid from 2025 bonded funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Newton Airport Apron Expansion Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction; and the project will be paid for with 2025 bonded funds.

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

That the Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Community Development Department at 10:00 am on the 14th day of April 2025. Thereupon the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. *Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and*

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 21st day of April 2025, at 6:00 pm, and that *the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.*

PASSED this _____ day of March, 2025.

APPROVED this ____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

EXPAND GA APRON

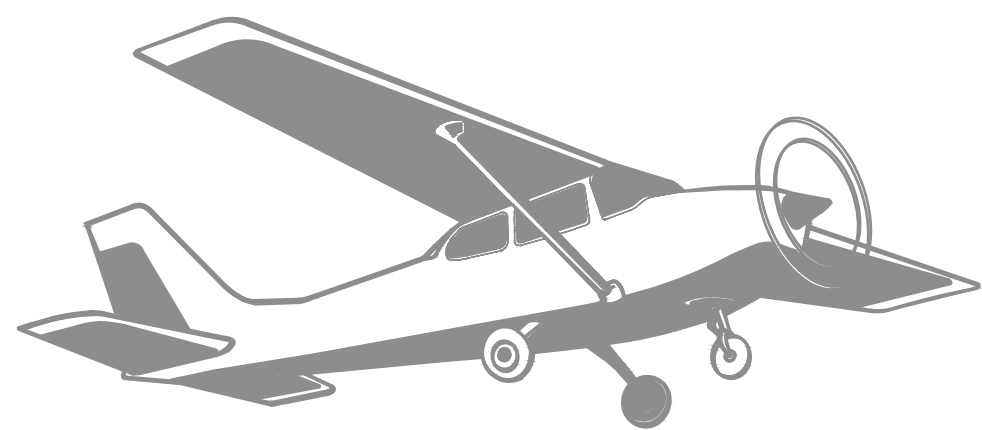
NEWTON MUNICIPAL AIRPORT(TNU)-EARL JOHNSON FIELD

NEWTON, IOWA

SPONSOR: CITY OF NEWTON

FAA AIP NO. 3-19-0065-023-2025, IADOT 9I250TNU100

FEBRUARY 2025



PROJECT DESIGN AIRCRAFT INFORMATION
RUNWAY 14/32 : B-II

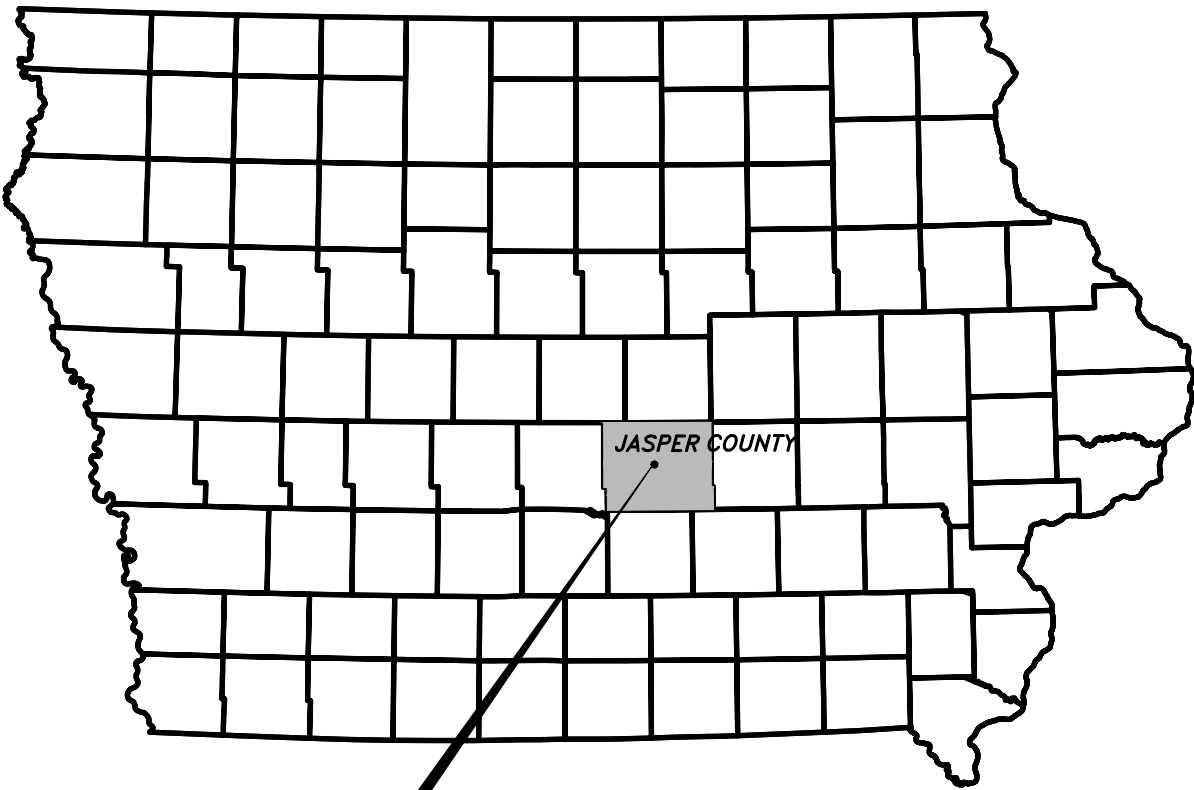
INDEX OF SHEETS

NO.	SHEET TITLE	REVISION DATE
I-1	GENERAL NOTES, SUMMARY OF BID QUANTITIES AND PROJECT CONTROL	
S-1	SAFETY AND PHASING PLAN	
C-1	EXISTING CONDITIONS AND REMOVAL PLAN	
G-1	GRADING PLAN AND DETAILS	
G-2	GRADING PLAN UNDERDRAIN DESIGN	
G-3	GRADING DETAILS	
P-1	PAVING PLAN	
J-1	JOINTING PLAN AND DETAILS	

CONTRACTOR SHALL CONTACT

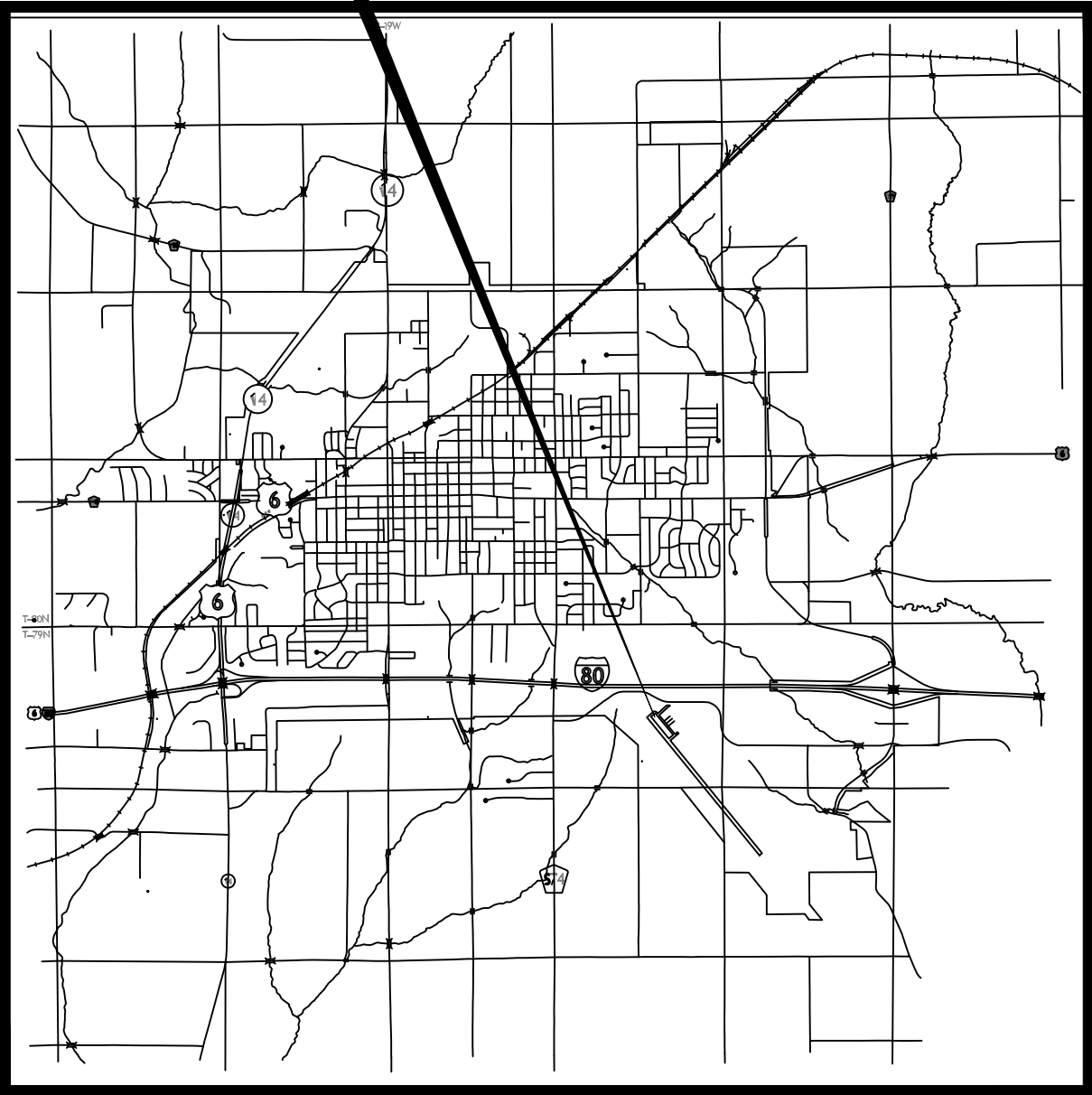


BEFORE STARTING CONSTRUCTION



VICINITY MAP
NO SCALE

NEWTON
MUNICIPAL
AIRPORT



LOCATION MAP
NO SCALE



4390 114TH STREET
VOICE (515) 270-0848
5621 NW 1st STREET, SUITE 400
VOICE (402) 477-4240

URBANDALE, IOWA 50322
FAX (515) 270-1067
LINCOLN, NEBRASKA 68521
FAX (402) 477-4268



revisions

EXPAND GA APRON
NETION MUNICIPAL AIRPORT-EARL JOHNSON FIELD
NEWTON IOWA

COVER

date 02-2025
designed AKH
checked CMG
in 2412240
SHEET COV

Feb 21, 2025 -- 4:45pm Plotted By: chazellon P:\24\2412240\cadd\plans\2412240-1-1.dwg Layout: 1-1

GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
2. THE CONTRACTOR SHALL KEEP HIS WORK AREA NEAT AND ORDERLY AT ALL TIMES. STORAGE OF MATERIALS, EQUIPMENT, TOOLS, FORMS, ETC. WILL BE ALLOWED IN THE "CONTRACTOR STORAGE/STAGING AREA" ONLY.
3. THE PROJECT IS SUBJECT TO INSPECTION BY THE OWNER, OWNER'S REPRESENTATIVES, IOWA DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS (IOWADOT), AND THE FEDERAL AVIATION ADMINISTRATION (FAA) AT ANY TIME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL. ANY DAMAGE TO AIRPORT SYSTEMS FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
5. MATERIALS TO BE REMOVED FROM THE SITE SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER OFF OF THE AIRPORT PROPERTY.
6. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WILL BE PLACED BACK TO ORIGINAL CONDITION BY FERTILIZING, THEN SEEDING AND MULCHING IN ACCORDANCE TO THE SPECIFICATIONS. IF THE CONTRACTOR DISTURBS ANY AREAS OUTSIDE THE CONSTRUCTION LIMITS, THE CONTRACTOR IS RESPONSIBLE FOR FERTILIZING, THEN SEEDING AND MULCHING IN ACCORDANCE TO THE SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER.
7. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE HAUL ROUTES (STATE HIGHWAYS, COUNTY ROADS, OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROPER CLEANUP OF ANY SPILLED FUEL, DIESEL FUEL, OR OTHER CONTAMINANTS. CONTAMINATION WILL NOT BE ALLOWED TO ENTER ANY WATER COURSE.
9. THE CONTRACTOR WILL DISCHARGE THEIR EXCESS CONCRETE AND CLEANOUT WATER IN ONE LOCATION FOR EASE OF REMOVING. LOCATION SHALL BE COORDINATED WITH THE AIRPORT MANAGER. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND REMOVALS. THE CONCRETE SHALL BE DISPOSED OF OFF OF AIRPORT PROPERTY.
10. THE CONTRACTOR SHALL MINIMIZE TRACKING OF MUD AND DEBRIS ON ALL PAVED SURFACES. THE CONTRACTOR, AT A MINIMUM, SHALL CLEAN PAVED SURFACES AT THE END OF EACH WORKING DAY. THE AIRPORT MANAGER MAY REQUIRE MORE FREQUENT CLEANING IF TRACKING IS AN ISSUE. CLEANING OF PAVEMENT IS SUBSIDIARY TO THE PROJECT.
11. THE CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND BE RESPONSIBLE FOR ALL DIMENSIONS AND ELEVATIONS ON THE JOB SITE.
12. THE CONTRACTOR SHALL NOT USE THE RUNWAYS/TAXIWAYS/TAXILANES/APRON FOR EQUIPMENT CROSSING OR AS A WORKING PLATFORM. ONLY DESIGNATED AREAS SHOWN ON THE SAFETY AND STAGING PLAN SHALL BE UTILIZED.

SURVEY NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS/ELEVATIONS.
2. ALL DIMENSIONS SHOWN ARE TOP OF FINISHED GRADE. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. CONTROL POINT TABLE PROVIDED ON SHEET I-1. THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL CONTROL STAKING.
4. THE PROPOSED PAVING GRADES SHOWN ON PLANS ARE THE TOP OF FINISHED SLAB.
5. ALL ELEVATIONS ARE REFERENCED TO NAD83 IOWA STATE PLANE, SOUTH ZONE, US FOOT.

TESTING NOTES

1. THE CONTRACTOR SHALL PERFORM TESTING AS REQUIRED WITHIN THE SPECIFICATIONS.

UTILITY NOTES

1. THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES TO COORDINATE CONNECTION AND RELOCATIONS OF EXISTING PRIVATE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS AND PERMITTING ASSOCIATED WITH THE ADJUSTMENTS OF THE UTILITIES.
2. ALL EXISTING UTILITIES AND LIGHTING SYSTEMS SHOWN ARE FROM PUBLIC RECORDS AND FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
3. ANY AIRPORT EQUIPMENT/CABLE THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AND ALL SPLICES/CABLE REPAIRS SHALL MEET FAA SPECIFICATIONS AND BE ACCOMPLISHED TO THE SATISFACTION OF SPONSOR AND FAA. IF ANY SHUT DOWN OF ELECTRICAL/VISUAL NAVIGATIONAL EQUIPMENT IS NEEDED DURING THE COURSE OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE SPONSOR WELL IN ADVANCE OF CONSTRUCTION ACTIVITY TO ALLOW SUFFICIENT TIME TO LOCATE AND MARK EXISTING FIELD CABLES AND TO AVOID UNSCHEDULED FACILITY OUTAGES.
4. EXISTING ABOVEGROUND AND UNDERGROUND UTILITY LINES AND PERMANENT STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE KEPT FREE OF DAMAGE BY THE CONTRACTOR'S OPERATIONS. IF SUCH UTILITY OR STRUCTURE IS DAMAGED, IT SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY LINES OR STRUCTURES ARE DAMAGED DURING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY FOR FURTHER INSTRUCTIONS.
IOWA ONE CALL -- PHONE: 1-800-292-8989 OR 811 WEBSITE: WWW.IOWAONECALL.COM

ESTIMATE OF QUANTITES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	SPECIFICATION REFERENCE
1	MOBILIZATION	1	L.S.	C-105
2	CONSTRUCTION SAFETY PLAN AND TRAFFIC CONTROL	1	L.S.	S-100
3	CONTRACTOR QUALITY CONTROL PROGRAM	1	L.S.	C-100
4	CONSTRUCTION ENTRANCE	1	L.S.	-
5	EXCAVATION (ESTABLISHED QUANTITY)	4,800	CY	P-152
6	OVER EXCAVATION	750	CY	P-152
7	REMOVE AND REPLACE CHAIN LINK FENCE	648	LF	-
8	12-INCH CHEMICALLY TREATED SUBGRADE	11,729	SY.	P-157
9	6-INCH AGGREGATE BASE COURSE	11,729	SY.	P-209
10	8-INCH P.C.C.	11,518	SY.	P-501
11	SEEDING	1	AC	T-901
12	MULCHING	1	AC	T-908
13	SILT FENCE	993	LF	C-102
14	TIE DOWNS	9	EA	-
15	INSTALL CHAIN LINK FENCE	39	LF	F-162
16	4-INCH PERFORATED UNDERDRAIN PIPE, COMPLETE	1,176	LF	D-705
17	UNDERDRAIN PIPE, OUTLET	1	EA	D-705
18	RODENT CONTROL	1	EA	-

EARTHWORK SUMMARY (EARTHWORK QUANTITIES ARE SHOWN FOR INFORMATION ONLY)		
LOCATION DESCRIPTION	EXCAVATION (EST. QUANTITY)	EMBANKMENT (EST. QUANTITY)
ENTIRE PROJECT	5,330	530
NOTE: THE EARTHWORK QUANTITIES SHOWN ABOVE ASSUME NO FACTOR FOR SHRINKAGE/SWELLING.		

LEGEND					
—W—	WATER MAIN (SIZE AS NOTED)	⊕	FIRE HYDRANT	◯	DECIDUOUS TREE
—G—	UNDERGROUND GAS (SIZE AS NOTED)	⊗	WATER VALVE	✱	CONIFER TREE
—UGE—	UNDERGROUND ELECTRIC W/BOX	⊗	WATER METER	◯	BUSH
—UGT—	UNDERGROUND TELEPHONE W/BOX	⊗	GAS VALVE	⊕	TRAFFIC SIGN
—OHE—	OVERHEAD ELECTRIC	⊗	GAS METER	⊕	SECTION CORNER
□TV	CABLE TV PEDESTAL	⊕	POWER POLE W/GUY	⊕	BENCHMARK
□E	ELECTRICAL PEDESTAL	⊕	POWER POLE	⊕	FOUND PIN
⊕	TELEPHONE POLE	⊕	LIGHT POLE		
□T	TELEPHONE PEDESTAL	⊕			

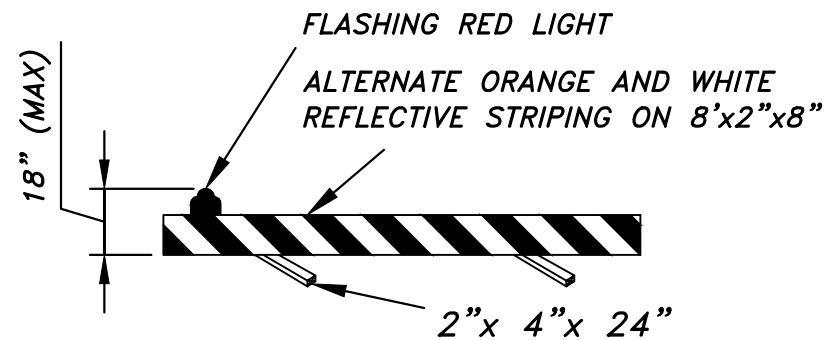


PROJECT ALIGNMENTS AND CONTROL

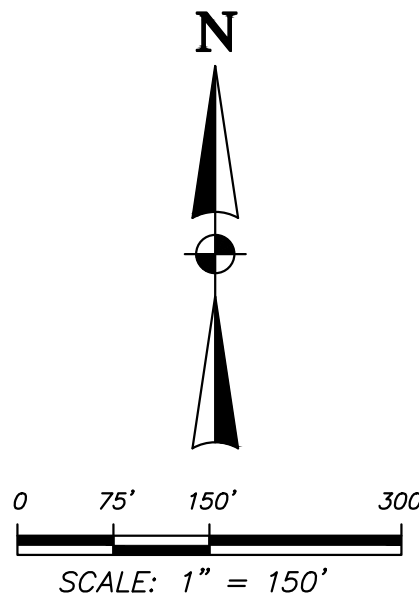
△ CONTROL POINT TABLE				
ID	DESCRIPTION	NORTHING	EASTING	ELEVATION
#1	RUNWAY END PIN	1769312.06	612594.34	952.4'
#2	RUNWAY END PIN	1772843.38	608248.73	945.5'
#3	CHISELED "X"	1770817.04	611949.05	945.5'
NOTE: COORDINATES FOR ALIGNMENTS ARE IN NAD83 IOWA STATE PLANE, SOUTH ZONE, US FOOT.				



- DETAIL NOTES:**
- BARRICADES:** SPACE BARRICADES END TO END, THERE IS TO BE NO SPACE BETWEEN BARRICADES
 - CONNECTION BETWEEN 2x4 FOOT AND REFLECTIVE BOARD** SHALL BE FRANGIBLE. FRANGIBLE SHALL NOT EXCEED 3 INCHES.
 - BARRICADES:** FASTEN TO SURFACE OR WEIGH DOWN TO PREVENT DISPLACEMENT FROM PROP WASH, JET BLAST, OR OTHER WINDS.
 - BARRICADES** SHALL BE PLACED OUTSIDE THE ACTIVE RUNWAY SAFETY AREA (RSA) AND/OR TAXIWAY OBJECT FREE AREA (TOFA).



BARRICADE DETAIL
NO SCALE

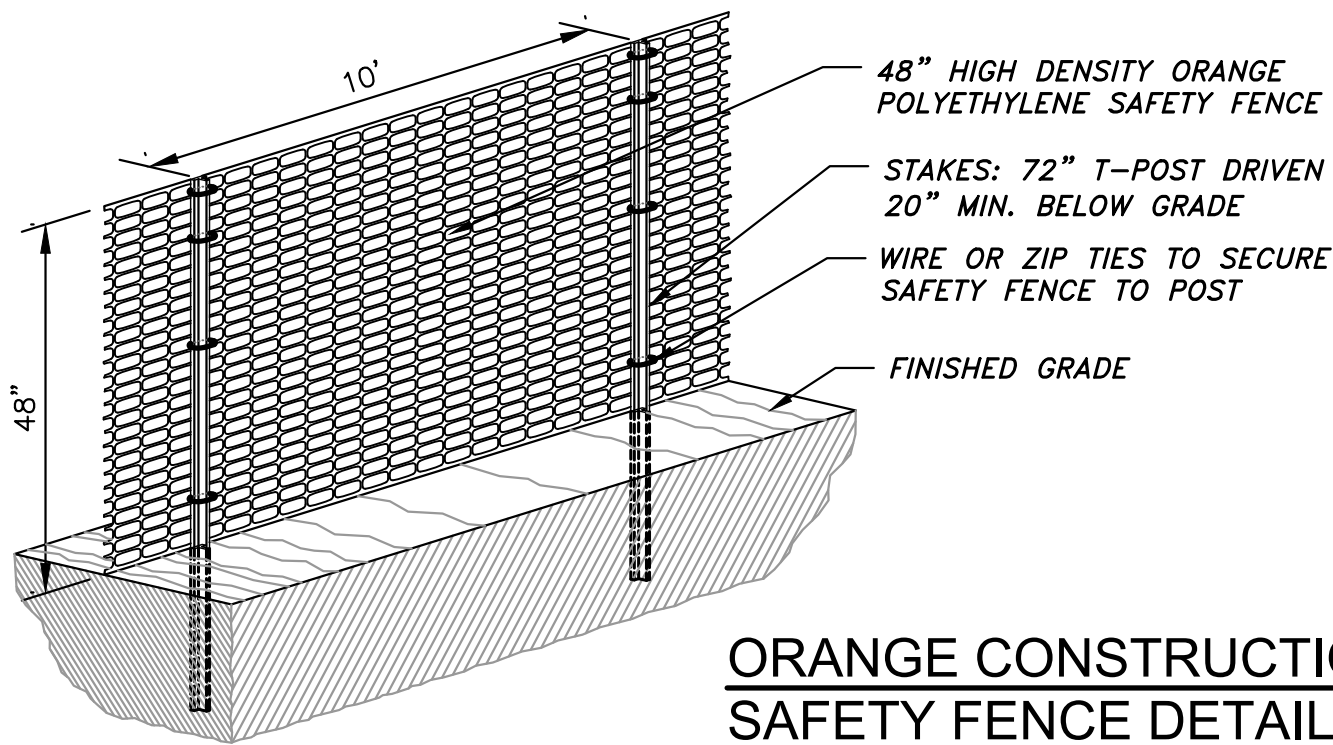


LEGEND

- LIMITS OF CONSTRUCTION
- CONTRACTOR SITE ACCESS, HAUL ROUTES, AND STAGING AREA
- BARR ROW OF BARRICADES
- RSA RUNWAY SAFETY AREA (RSA)
- OFA OBJECT FREE AREA (OFA)
- RPZ RUNWAY PROTECTION ZONE (RPZ)
- OFZ OBSTACLE FREE ZONE (OFZ)
- TOFA TAXIWAY OBJECT FREE AREA (TOFA)
- TSA TAXIWAY SAFETY AREA (TSA)
- CONSTRUCTION FENCING

SAFETY NOTES

- STAGING AREA — CONTRACTOR STAGING, STORAGE, AND EQUIPMENT PARKING.
- BARRICADE (SEE BARRICADE DETAILS AND NOTES)
- HAUL ROUTE/ACCESS ROUTE
- MAINTAIN ACCESS TO FUEL SYSTEM (COORDINATE WITH AIRPORT MANAGER)
- CONSTRUCTION FENCING



ORANGE CONSTRUCTION SAFETY FENCE DETAIL
NO SCALE

CONSTRUCTION SAFETY AND STAGING NOTES

- NO LATER THAN 10 WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL OF THE SPONSOR A SAFETY/PHASING PLAN INDICATING HOW THEY INTEND TO COMPLY WITH THE MINIMUM REQUIREMENTS ILLUSTRATED ON THIS SHEET, AC 150/5370-2G, AND THE CONSTRUCTION SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE TO THE AIRPORT MANAGER PRIOR TO THE CLOSURE OR OPENING OF ANY RUNWAY, TAXIWAY, TAXILANE, APRON, OR OTHER AIRPORT FACILITY. THE CONTRACTOR SHALL NOT COMMENCE WORK ACTIVITIES IN ANY ACTIVE RUNWAY SAFETY AREA OR TAXIWAY/TAXILANE OBJECT FREE AREA UNTIL ALL APPROPRIATE NOTAMS ARE IN PLACE. CONTACT THE AIRPORT MANAGER FOR ISSUANCE OF NOTAMS. SEE 'AIRPORT AND EMERGENCY CONTACTS' ON THIS SHEET FOR AIRPORT MANAGER'S CONTACT INFORMATION.
- DAILY COORDINATION WILL BE MANAGED THROUGH THE AIRPORT MANAGER.
- THE CONTRACTOR SHALL PROVIDE A 24-HOUR EMERGENCY CONTACT PERSON AND PHONE NUMBER.
- THE CONTRACTOR WILL MARK AND LIGHT EQUIPMENT AND VEHICLES IN THE WORK AREA AS PER AC 150/5210-5D.
- THE CONTRACTOR IS REQUIRED TO FILE A FAA-7460-1 FORM FOR ANY EQUIPMENT EXCEEDING 15 FEET IN HEIGHT WITHIN THE WORK AREA. THE CONTRACTOR MUST SUBMIT THIS FORM AT LEAST 45 DAYS PRIOR TO INSTALLATION.
- ALL PROVIDED DIMENSIONS ON THIS PAGE ARE FOR CLARIFICATION PURPOSES AND SHALL BE FIELD VERIFIED TO CONFORM TO THE CRITERIA ESTABLISHED IN THE CONSTRUCTION NOTES.
- THE CONTRACTOR'S OPERATION AND MOVEMENTS ARE RESTRICTED TO THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT ENTER INTO OTHER AREAS WITHOUT PRIOR APPROVAL BY THE AIRPORT MANAGER.
- CONSTRUCTION TRAFFIC SHALL UTILIZE DESIGNATED AREAS FOR ALL HAUL ROUTES DURING CONSTRUCTION. THE USE OF RUNWAYS, TAXIWAYS, APRONS, OR OTHER AIRPORT PAVING FOR HAUL ROUTES OR WORKING PLATFORMS IS NOT PERMITTED.
- HAUL ROUTES FOR CONCRETE TRUCKS SHALL BE COORDINATED WITH THE AIRPORT MANAGER.
- AXLE LOADS MUST NOT EXCEED 12,500 LBS. ON PAVEMENT AREAS. DAMAGE TO PAVEMENT AREAS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- WHEN NOT IN USE, ALL EQUIPMENT WILL BE STORED IN THE AREA DESIGNATED "CONTRACTOR STAGING AREA". ANY DEVIATIONS IN EQUIPMENT MOVEMENT AND STORAGE WILL BE CONFIRMED IN WRITING BY THE OWNER.
- HIGH PROFILE EQUIPMENT SUCH AS CRANES SHALL BE LOWERED WHEN NOT IN USE.
- OPEN TRENCHES ARE NOT PERMITTED WITHIN SAFETY AREAS WHEN RUNWAYS, TAXIWAYS, AND TAXILANES ARE OPEN.
- STOCKPILES WILL BE LOCATED IN THE DESIGNATED "CONTRACTOR STAGING AREA".
- ALL TEMPORARY STOCKPILES, CONSTRUCTION STAGING AREAS, AND TEMPORARY ACCESS ROADS WILL BE REMOVED AND THE AREAS RE-ESTABLISHED TO THE PRE-CONSTRUCTION CONDITION PRIOR TO OPENING THE NEWLY CONSTRUCTED HANGAR AND DRIVES.
- NON-COMPLIANCE WITH AC 150/5370-2G AND THE APPROVED SAFETY PLAN COULD RESULT IN THE REMOVAL OF EMPLOYEES OR STOPPAGE OF WORK.

SCOPE OF WORK

THIS PROJECT CONSISTS OF CONSTRUCTING 8" P.C.C. CONCRETE PAVEMENT FOR AN APRON EXTENSION AS SHOWN ON THE PLANS. DURATION OF THE PROJECT IS 40 WORKING DAYS.

PHASE 1

THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE. WORK CONSISTS OF EARTHWORK OPERATIONS TO BRING THE SUBGRADE ELEVATIONS TO GRADE, INSTALLATION OF 4" DRAIN TILE, PLACEMENT OF NEW 8-INCH P.C.C. PAVEMENT FOR THE APRON, INSTALLATION OF TIE DOWNS, AND RELOCATING AND ADDING FENCING.

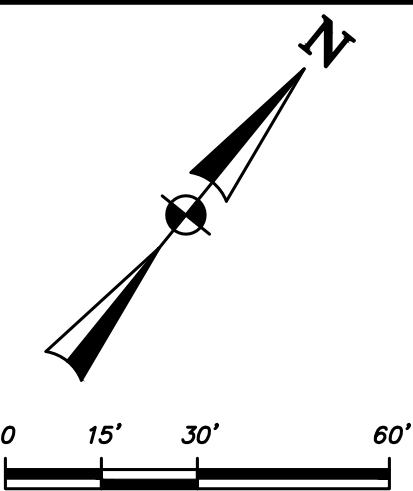
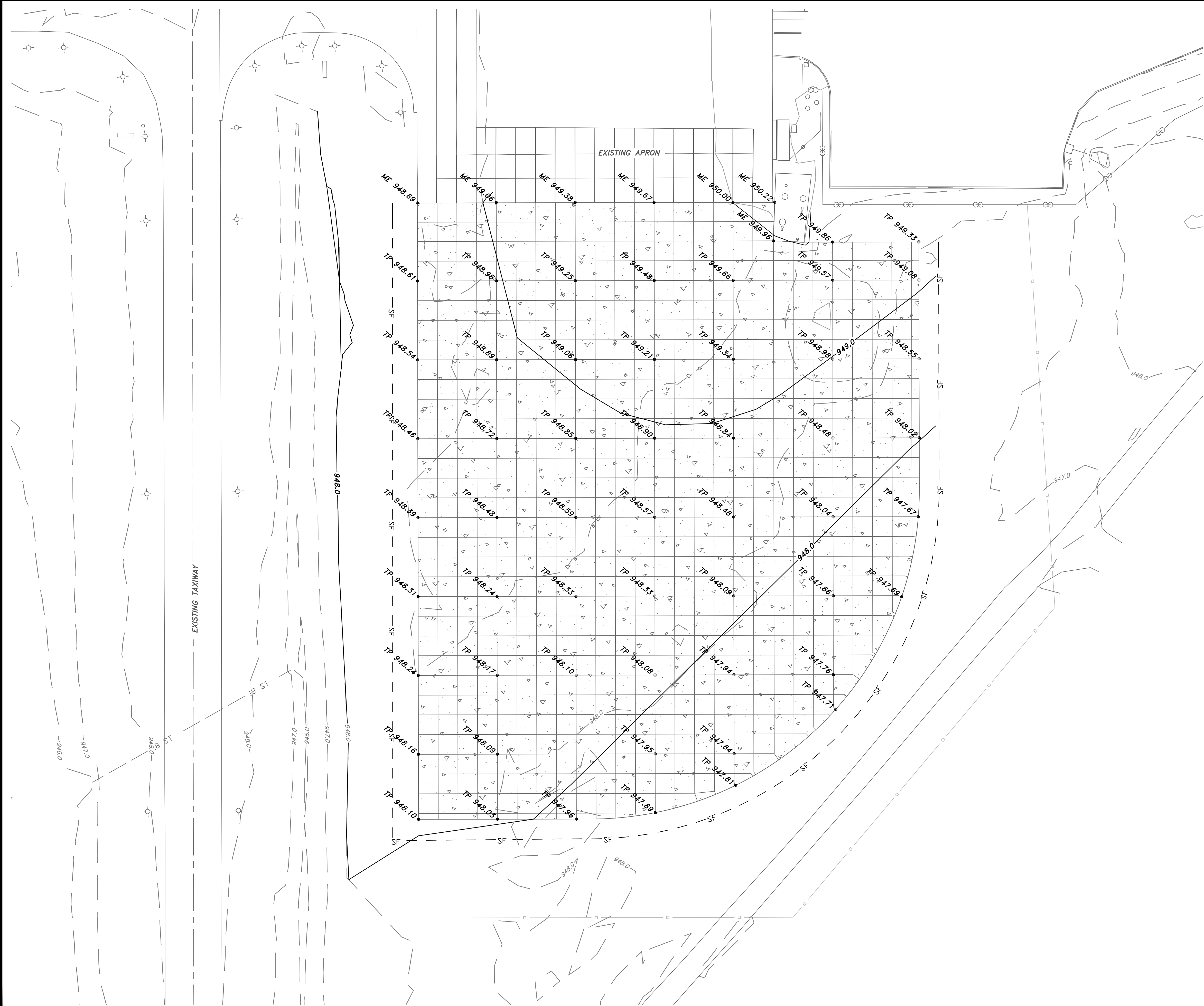
THE AIRPORT AND RUNWAYS 14/32 WILL REMAIN OPEN FOR THE DURATION OF CONSTRUCTION. THE AIRPORT MANAGER WILL COORDINATE WITH AIRCRAFT USERS NEAR THE PROJECT LOCATION PRIOR TO CONSTRUCTION.

AIRPORT AND EMERGENCY CONTACTS:

ETHAN NASALROAD (AIRPORT MANAGER)
641-792-1292
NEWTON FIRE DEPARTMENTS
641-792-3347 OR 911
NEWTON LAW ENFORCEMENT
641-791-0850 OR 911
NEWTON HEALTH CARE CENTER
641-792-7440 OR 911

SAFETY AREA DISTANCE

RUNWAY 14/32	
RSA	300
OFA	500
OFZ	250
ADG 1	
TSA	49
TOFA	79



LEGEND:

- CONSTRUCTION LIMITS
- EXISTING CONTOURS (5.0' MAJOR, 1.0' MINOR)
- PROPOSED CONTOURS (2.5' MAJOR, 0.5' MINOR)
- FLOW DIRECTION
- SPOT ELEVATION AT TOP OF PAVEMENT
- FINISHED GRADE SLOPES
- SEEDING AND MULCHING
- SILT FENCE
- 4-INCH PERFORATED UNDERDRAIN PIPE

—— SF —— SILT FENCE		
⊕	DESCRIPTION	LF.
1	SILT FENCE	993

SEEDING AND MULCHING	
DESCRIPTION	AC
SEEDING AND MULCHING (ENTIRE PROJECT)	1

POINT LEGEND	
POINT	DESCRIPTION
ME	MATCH EXISTING
EG	EXISTING GRADE
TP	TOP OF PAVEMENT
TC	TOP OF CURB

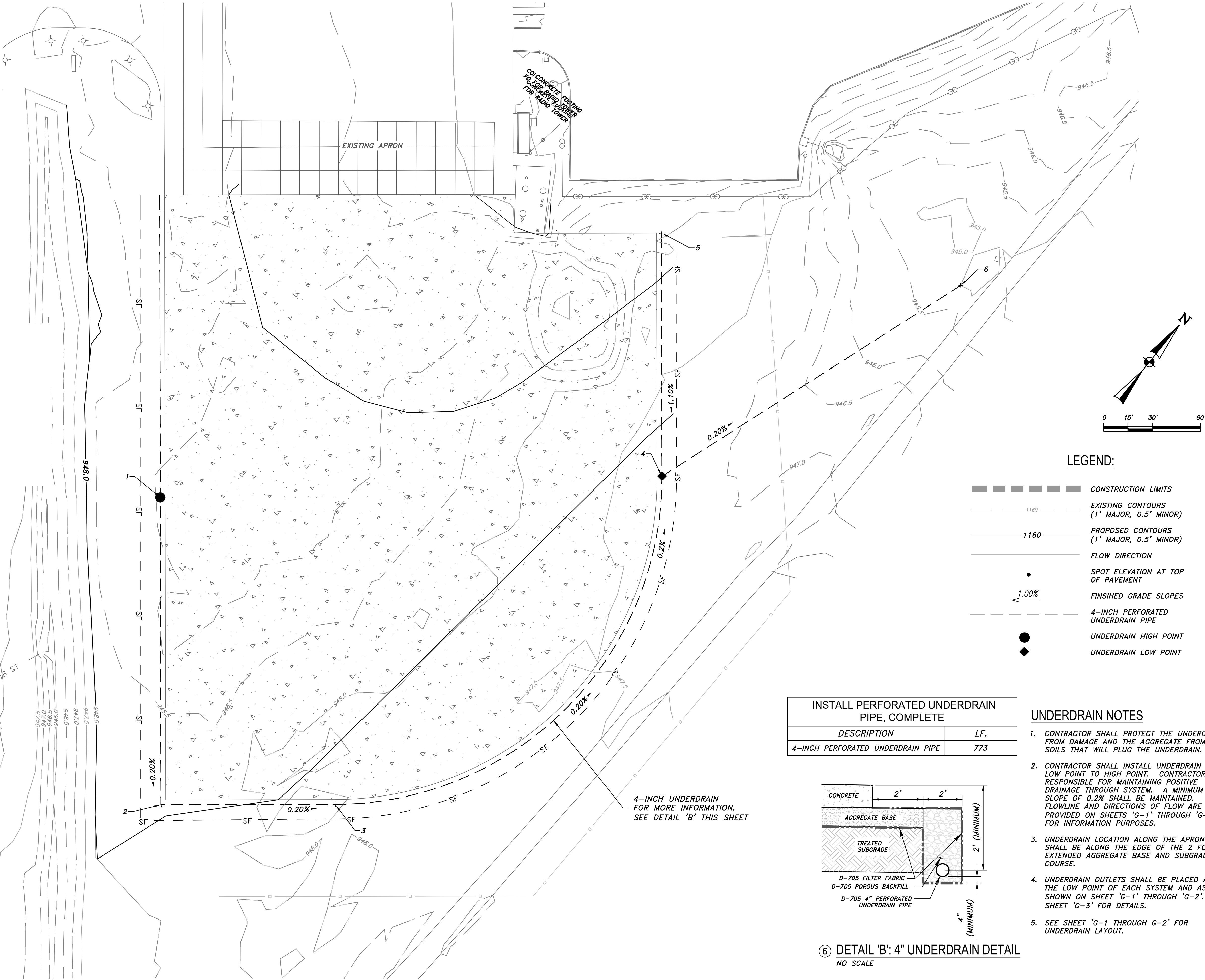
GENERAL GRADING NOTES

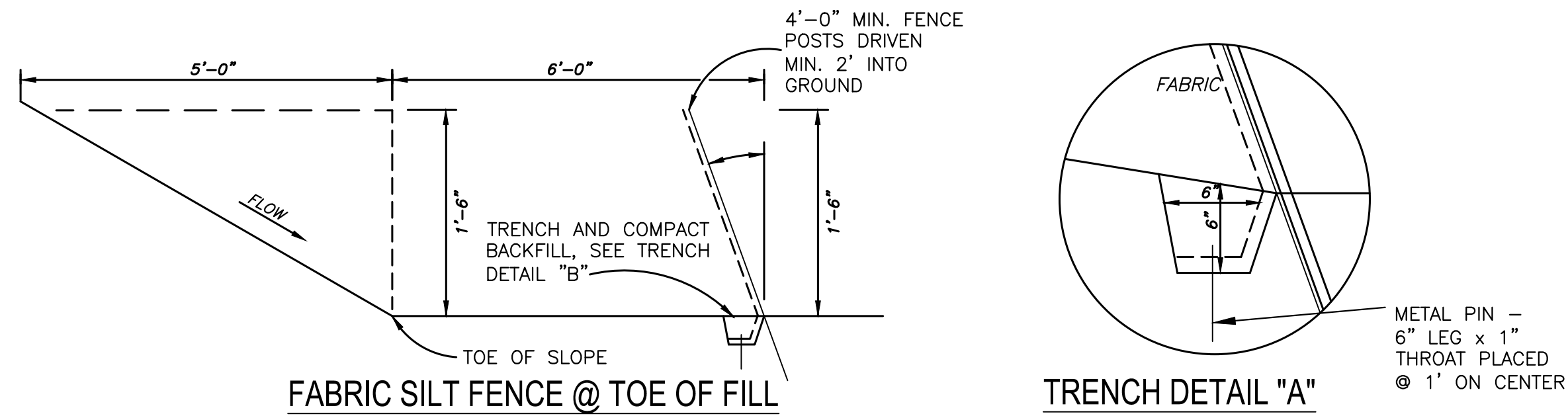
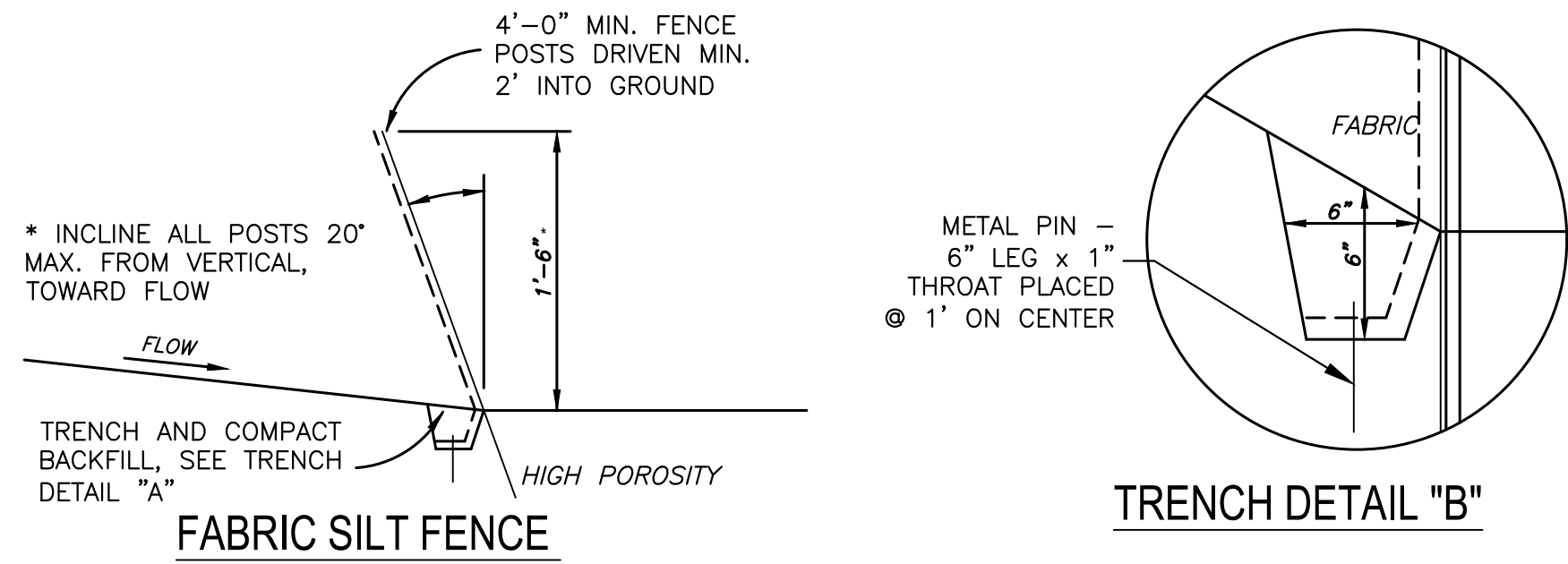
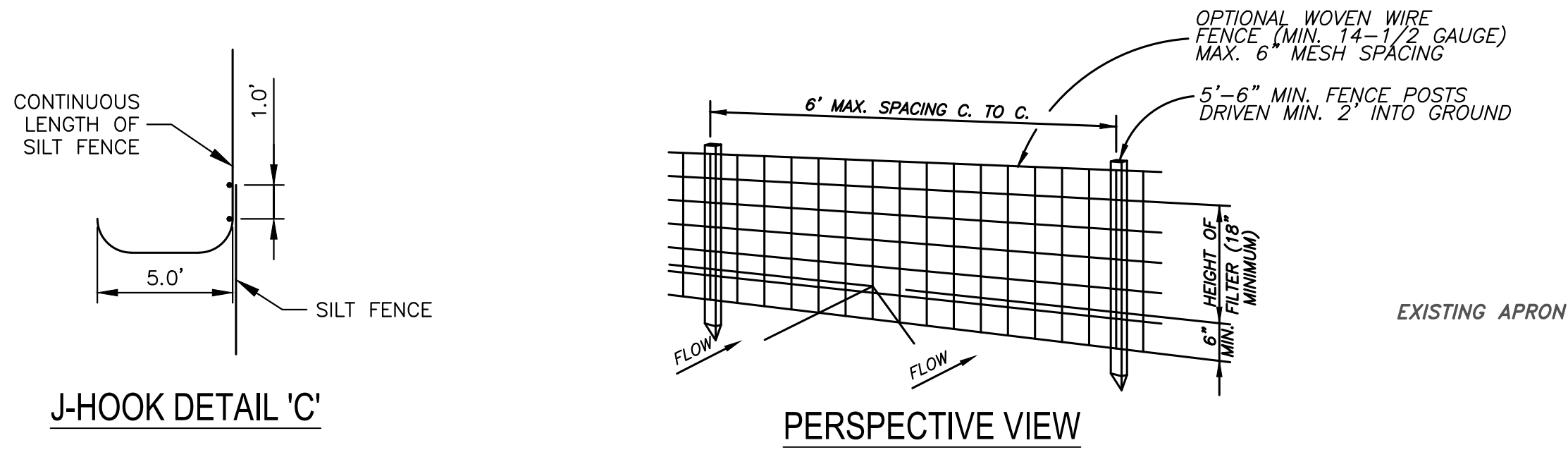
- EROSION CONTROL WILL BE INSTALLED TO CONTROL SEDIMENT FROM THE EXISTING CONSTRUCTION SITE. MAINTENANCE AND REMOVAL OF SILT SOCK IS THE RESPONSIBILITY OF THE CONTRACTOR.
- PROTECT EXISTING PAVEMENT NOT TO BE REMOVED.
- THE CONTRACTOR SHALL OBTAIN NECESSARY SAMPLES OF SOIL TO BE COMPACTED AND DELIVERED TO A QUALIFIED GEOTECHNICAL LABORATORY TO CALCULATE THE MAXIMUM DENSITY AND OPTIMUM MOISTURE (STANDARD PROCTOR) OF THE SAMPLES.
- ALL ELEVATIONS SHOWN ARE TOP FINISH PAVEMENT GRADES. ADDITIONAL GRADING REQUIREMENTS ARE SHOWN IN THE TYPICAL SECTIONS ON SHEET 'P-1'.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL AND EROSION CONTROL. ANY DAMAGE FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE ACCESS ROAD CLEAN AND CLEAR OF DEBRIS (STREET SWEEPING, ETC.) TO REDUCE OFF-SITE TRACKING AND DISCHARGE OF SOILS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SPILL PREVENTION METHODS FOR FUEL AND/OR LUBRICANTS BROUGHT ONTO THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP AND DISPOSAL OF ALL BYPRODUCTS OF CONCRETE TRUCK WASHING, SANITATION, SPILLED FUEL AND/OR LUBRICANTS, AND ANY OTHER SOLID WASTE DISPOSAL.

GENERAL UNDERDRAIN/GRADING NOTES

1. PROTECT EXISTING PAVEMENT.
2. ALL ELEVATIONS SHOWN ARE TOP FINISHED PAVEMENT AND FINISHED GROUND GRADES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL AND EROSION CONTROL. ANY DAMAGE FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE ACCESS ROAD CLEAN AND CLEAR OF DEBRIS (STREET SWEEPING, ETC.) TO REDUCE OFF-SITE TRACKING AND DISCHARGE OF SOILS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SPILL PREVENTION METHODS FOR FUEL AND/OR LUBRICANTS BROUGHT ONTO THE SITE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP AND DISPOSAL OF ALL BYPRODUCTS OF CONCRETE TRUCK WASHING, SANITATION, SPILLED FUEL AND/OR LUBRICANTS, AND ANY OTHER SOLID WASTE DISPOSAL.
6. ALL DISTURBED SOIL SHALL BE STABILIZED WITH SEED AND MULCH. ALL DISTURBED AREAS OUTSIDE CONSTRUCTION LIMITS SHALL BE SUBSIDIARY.
7. REFER TO THE DETAILS ON THIS SHEET FOR ADDITIONAL UNDERDRAIN SYSTEM INFORMATION.
8. REFER TO SHEETS 'G-1' FOR GRADING AND EROSION CONTROL INFORMATION.

* SEE SHEETS 'G-3' FOR UNDERDRAIN DETAILS

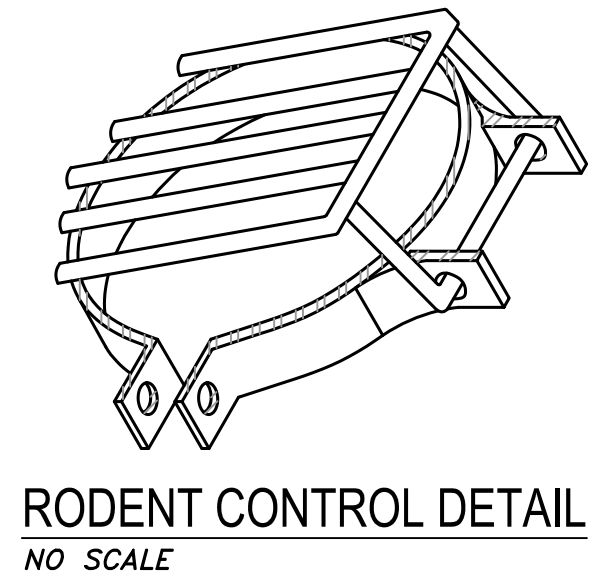
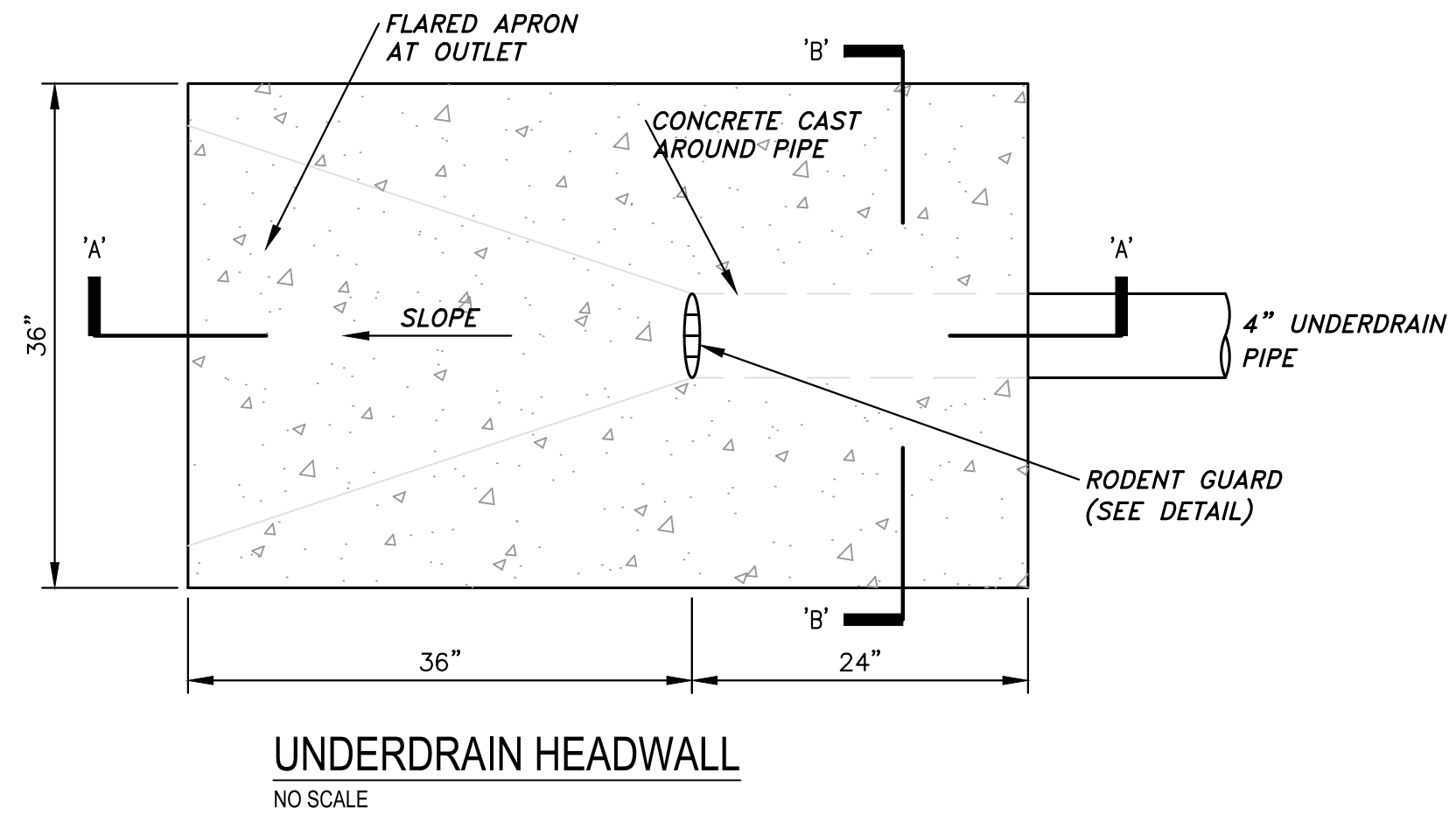




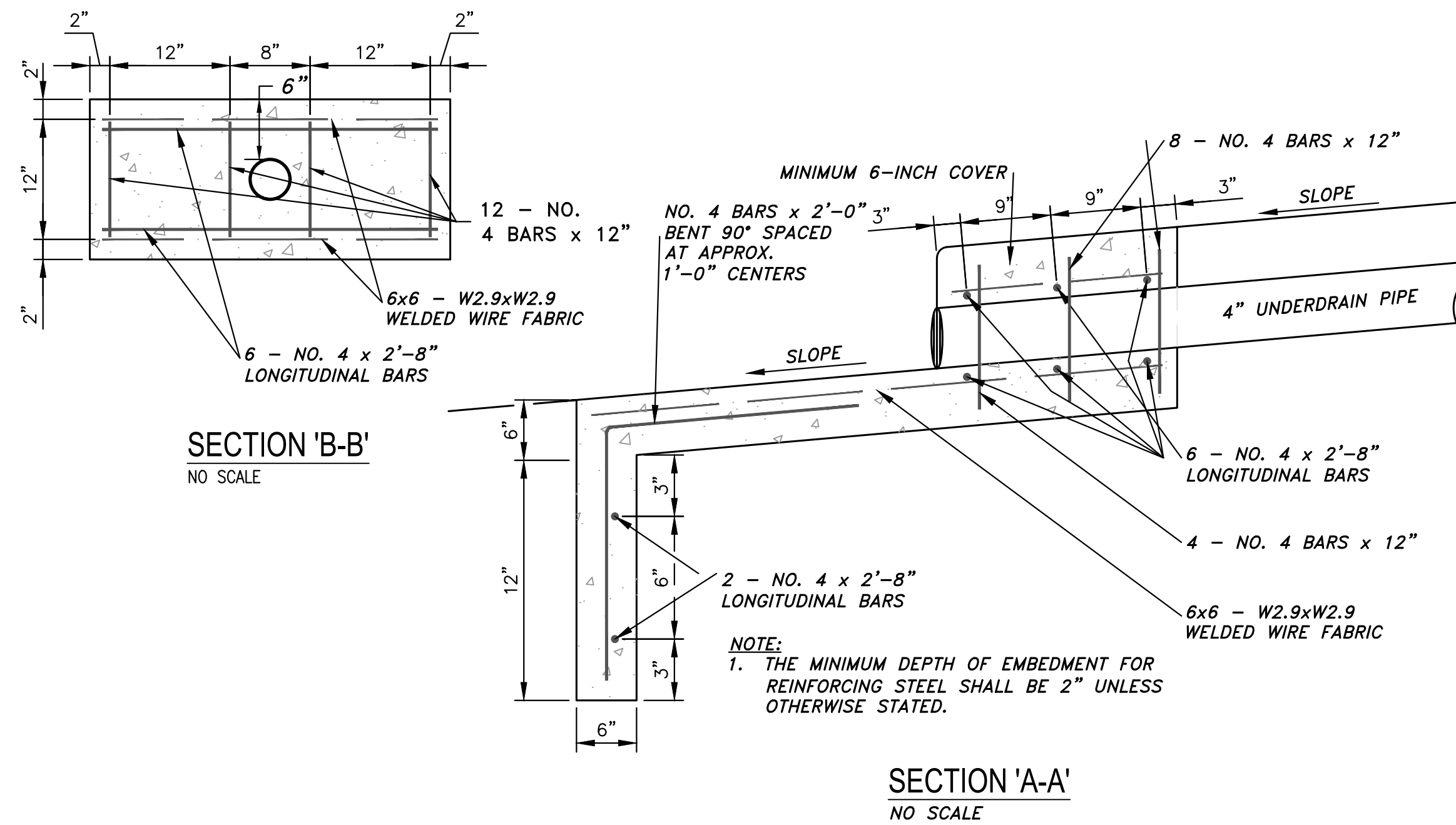
- NOTES:**
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH TIES OR STAPLES.
 2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" @ TOP AND MID SECTION.
 3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6" AND FOLDED.
 4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
 5. ALL SILT FENCE SHALL BE REMOVED BY THE CONTRACTOR AFTER VEGETATION HAS BEEN ESTABLISHED AND APPROVED BY ENGINEER (SUBSIDIARY TO SILT FENCE).
 6. 'J'-HOOKS SHALL BE CONSTRUCTED EVERY 100 FEET ALONG THE 4:1 SLOPE AND EVERY 300 FEET ALONG FLATTER FORE SLOPES.

FABRIC SILT FENCE

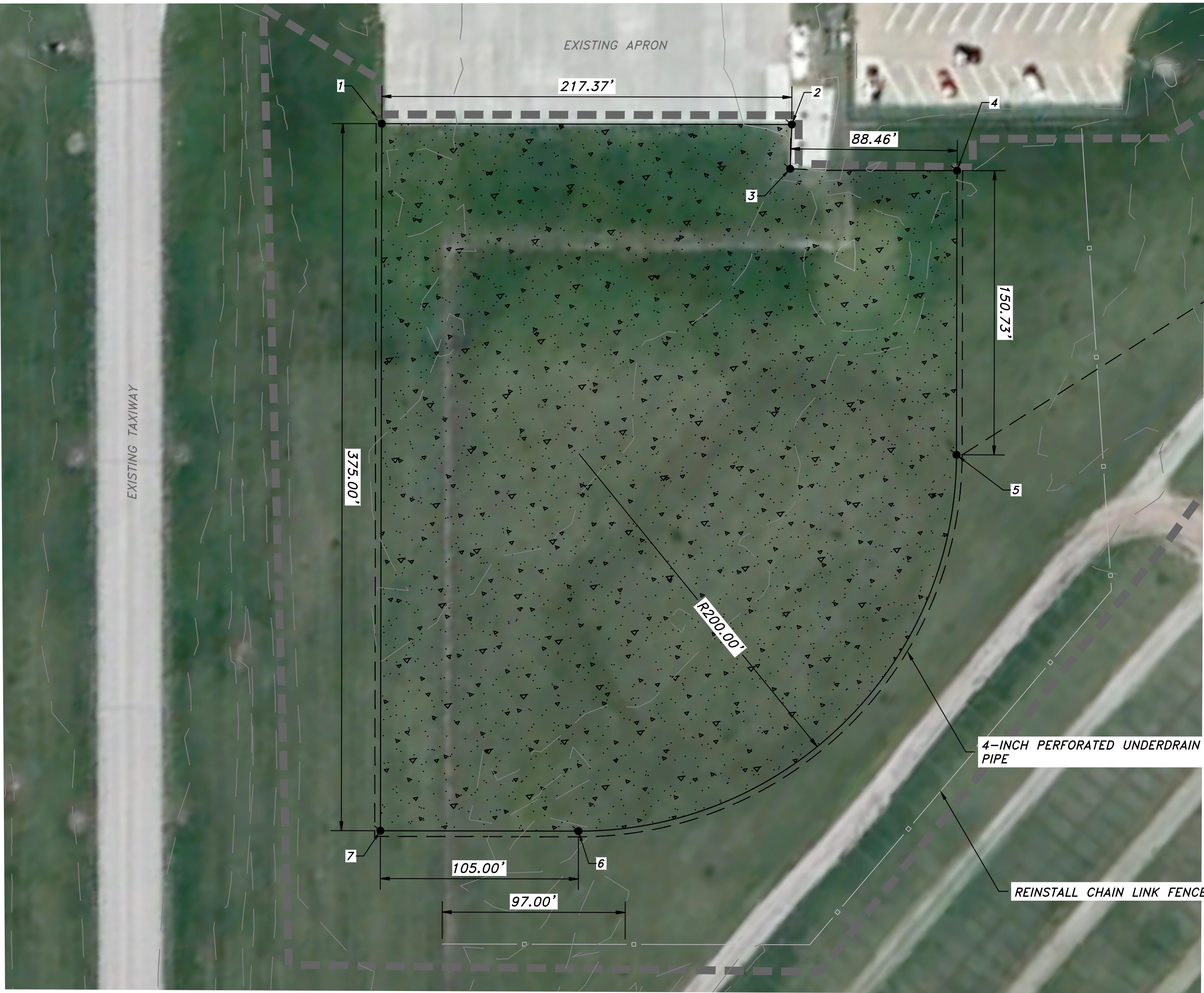
NO SCALE



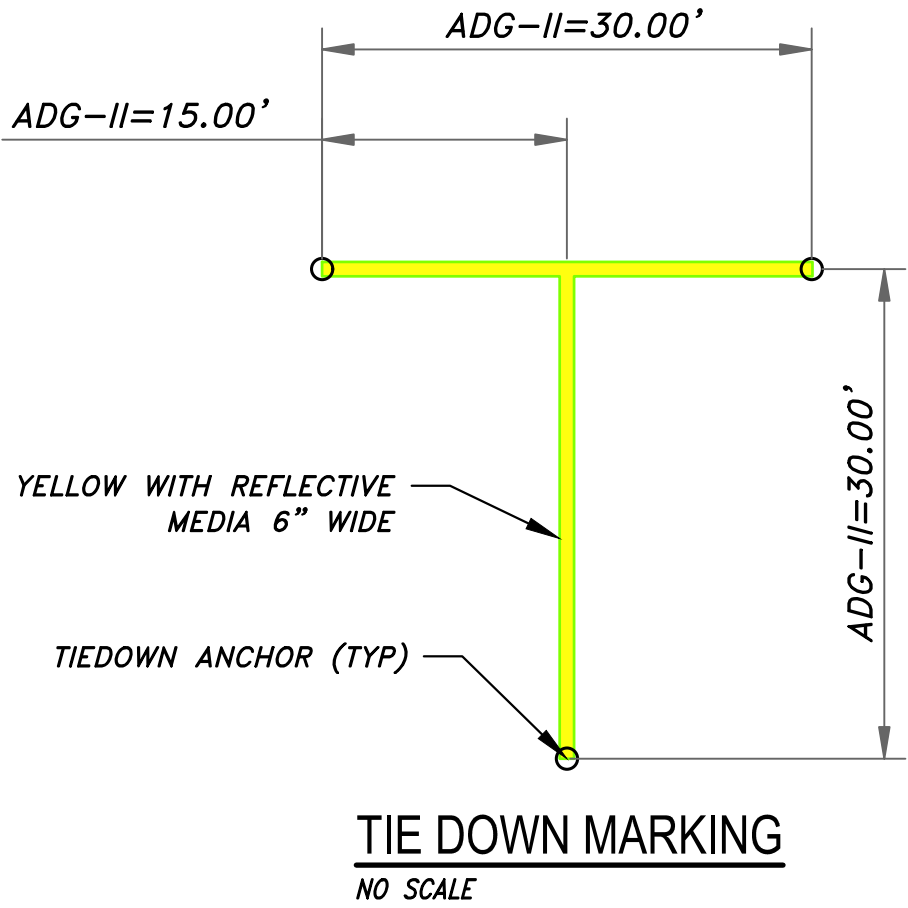
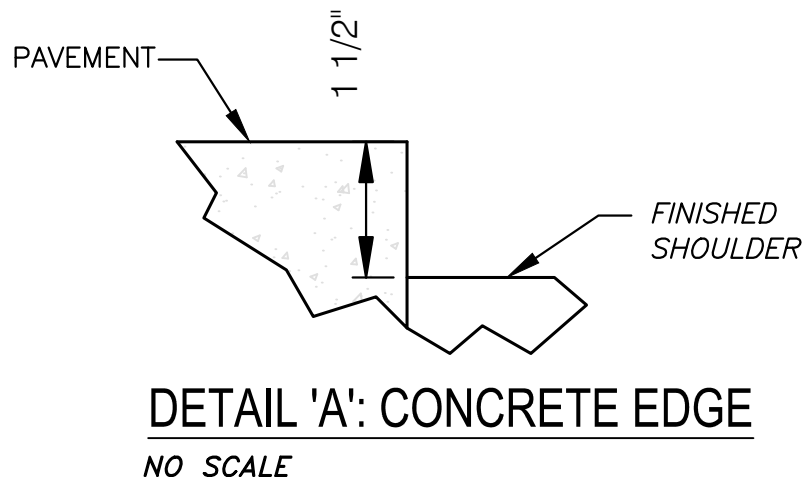
- NOTES:**
1. THE CONTRACTOR SHALL DAYLIGHT 4" PVC TO ENSURE POSITIVE DRAINAGE.
 2. THE CONTRACTOR SHALL SECURE RODENT GUARD TO END OF PVC.



UNDERDRAIN PIPE OUTLET DETAILS

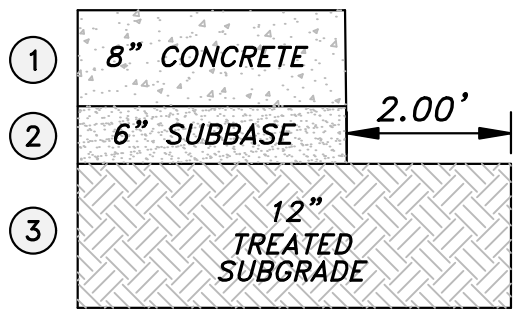


PAVING POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
1	END POINT	611129.8850	1771194.0420
2	END POINT	611267.0354	1771362.6796
3	END POINT	611248.3285	1771376.8365
4	END POINT	611303.4898	1771445.9864
5	BEGINNING OF CURVE	611186.5525	1771541.0880
6	ENDING OF CURVE	610905.1975	1771512.1167
7	END POINT	610838.9475	1771430.6570



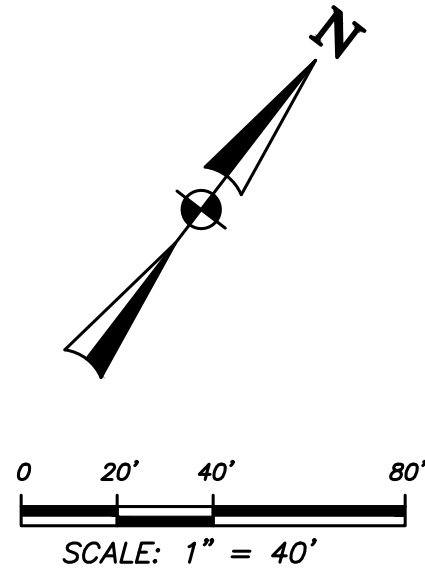
GENERAL MARKINGS NOTES

- ALL MARKINGS SHALL BE SOLID. BASIS OF PAYMENT SHALL BE PER SQUARE FOOT OR GROSS AREA FOR THE NOMINAL DIMENSIONS SHOWN.
- ALL PAINT SHALL COMPLY WITH ITEM P-620.
- ALL THE YELLOW MARKINGS SHALL CONTAIN REFLECTIVE MEDIA.
- CONTRACTOR SHALL RE-PAINT ALL MARKINGS DAMAGED BY CONSTRUCTION ACTIVITIES THAT ARE NOT CALLED OUT ON THE PLANS. RE-PAINTED MARKINGS DAMAGED AS A RESULT FROM CONSTRUCTION OPERATIONS SHALL BE CONSIDERED INCIDENTAL.



TYPICAL SECTION NOTES

- 8-INCH P.C.C. (P-501)
- 6-INCH AGGREGATE BASE (P-209)
- 12-INCH TREATED SUBGRADE (P-157)



LEGEND

- CONSTRUCTION LIMIT
- PROPOSED 8-INCH P.C.C.
- PERFORATED UNDERDRAIN PIPE
- RELOCATED CHAIN LINK FENCE

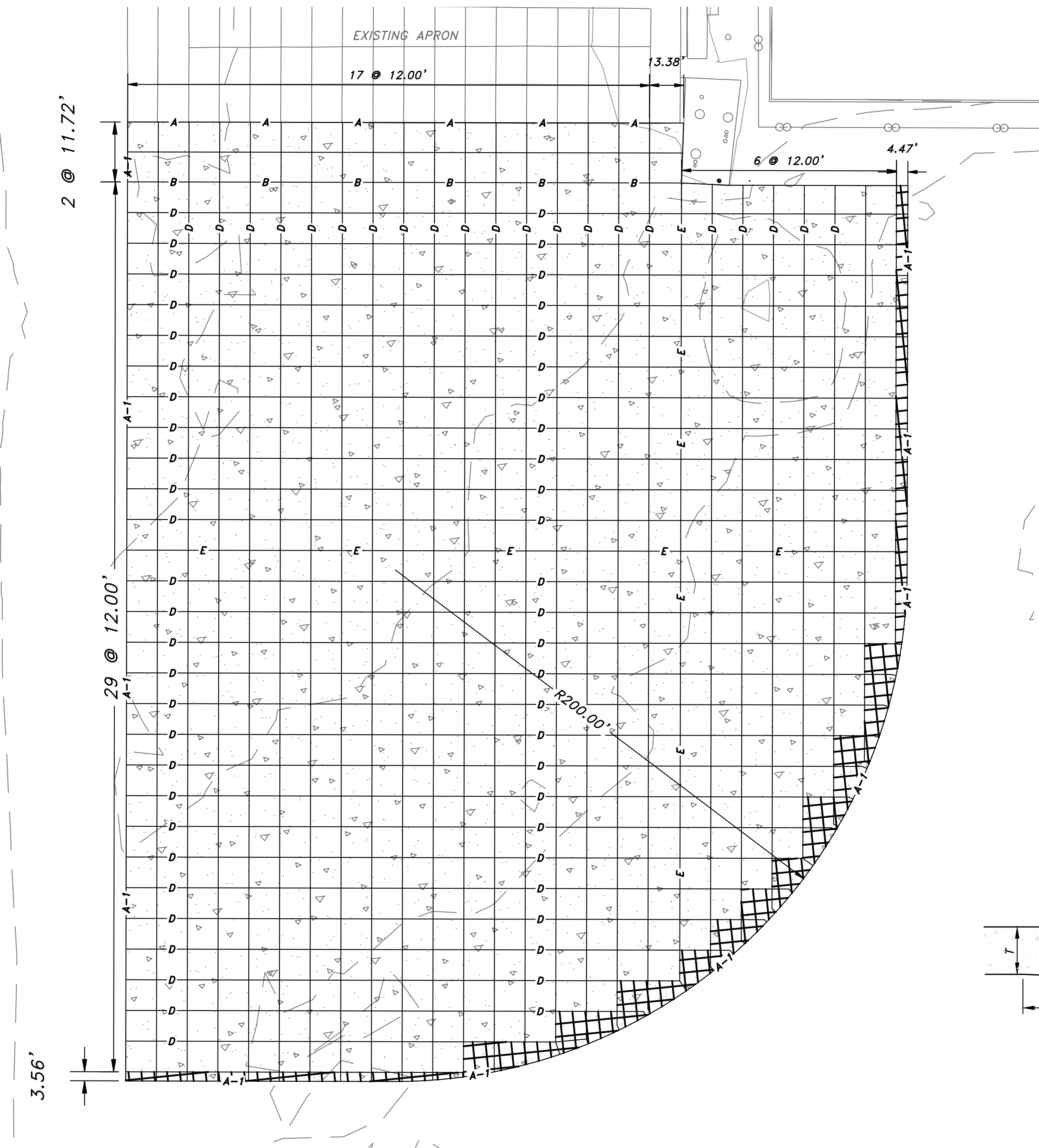
GENERAL PAVING NOTES

- 8-INCH P.C.C.
- CONCRETE TRUCKS ARE NOT ALLOWED ON THE COMPACTED SUBGRADE.

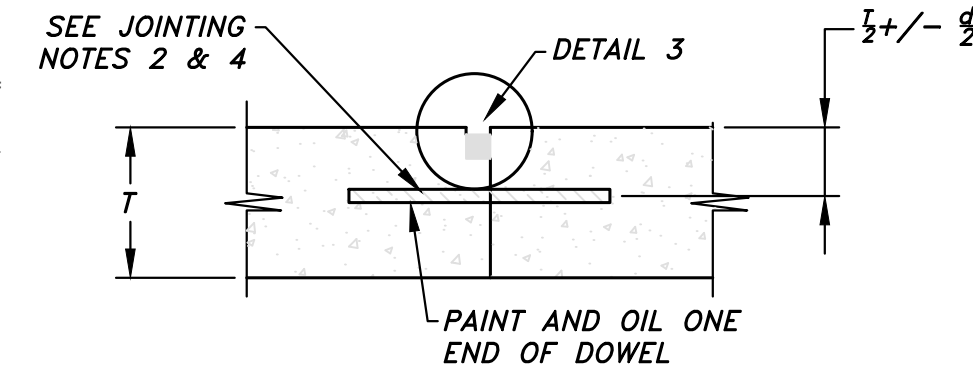
8-INCH P.C.C. (P-501)	
DESCRIPTION	S.Y.
APRON	11,518

PAVEMENT MARKING	
DESCRIPTION	EA
TIE DOWNS	9

INSTALL FENCE	
DESCRIPTION	EA
CHAIN LINK FENCE	97

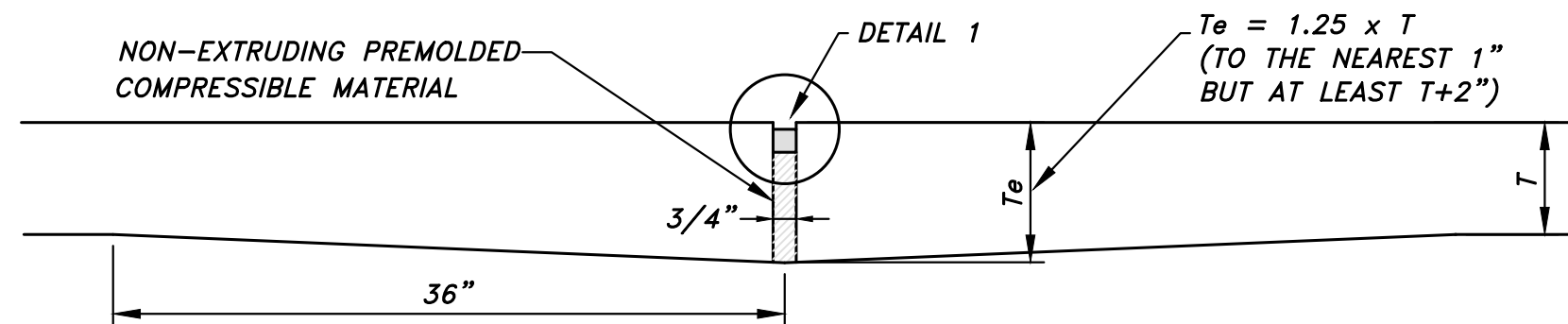


CONSTRUCTION JOINTS

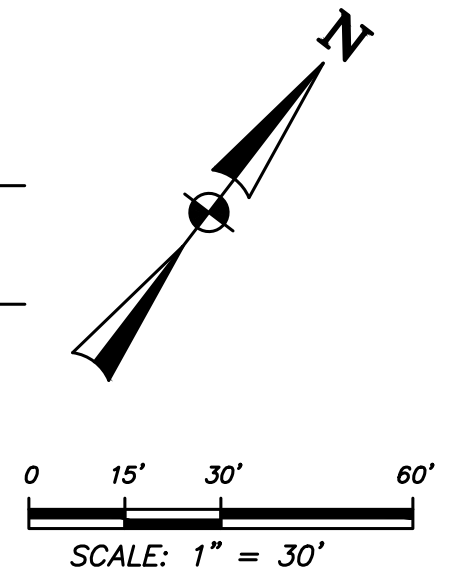


TYPE "E" DOWELED
NO SCALE

ISOLATION JOINT



TYPE "A" THICKENED EDGE
NO SCALE

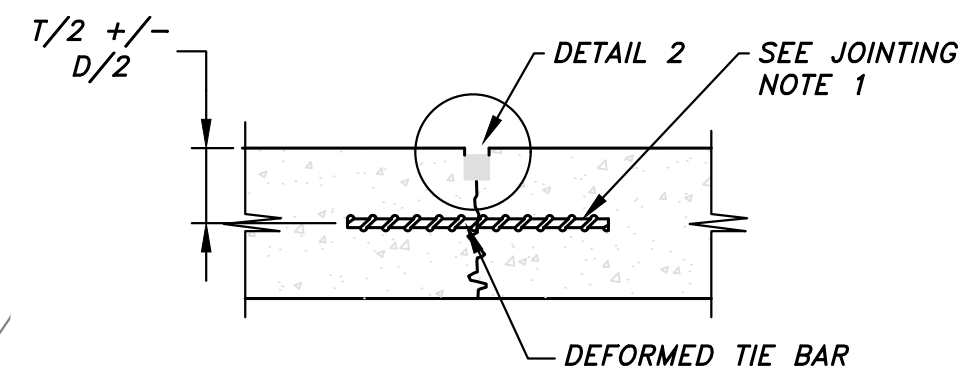


LEGEND

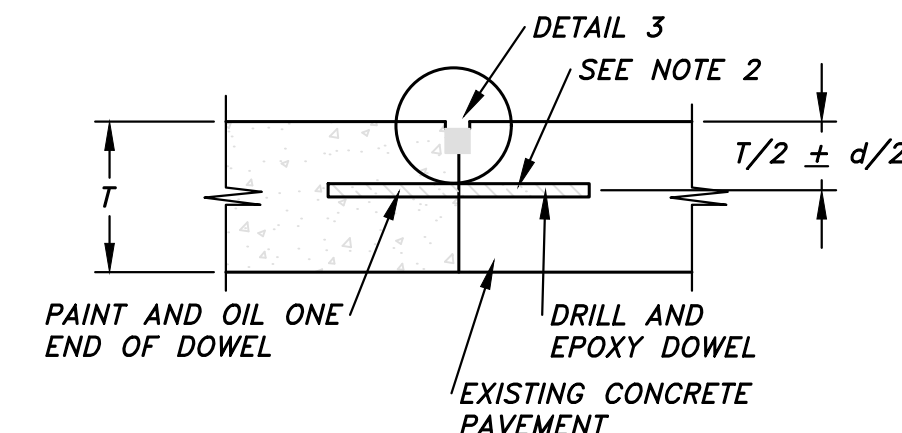
- PROPOSED PAVEMENT
- REINFORCED PANEL - NO. 4 BARS GRADE 60 @ 18" ON CENTERS EACH WAY

- TYPE 'A' JOINT
- TYPE 'A-1' JOINT
- TYPE 'B' JOINT
- TYPE 'D' JOINT
- TYPE 'E' JOINT
- TYPE 'E-1' JOINT

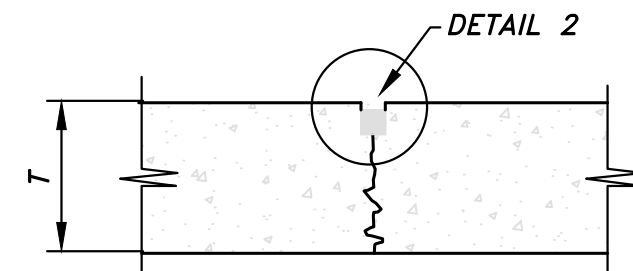
CONTRACTION JOINTS



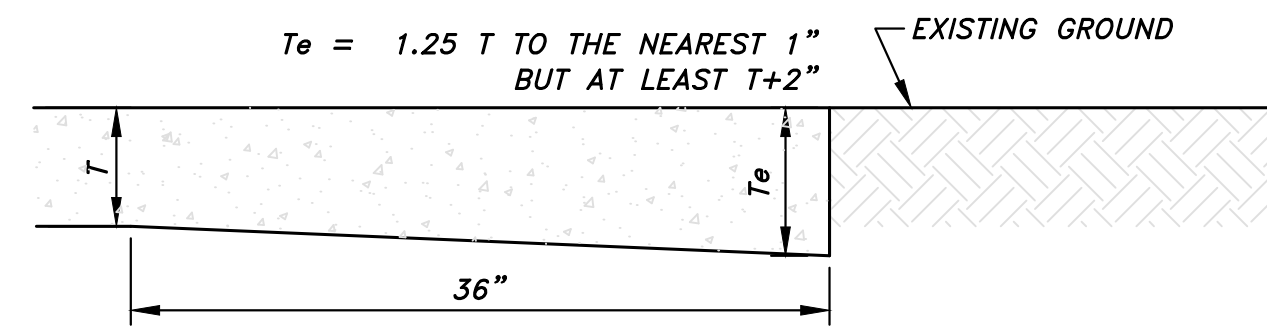
TYPE "B" HINGED
NO SCALE



TYPE "E-1" DOWELED
NO SCALE



TYPE "D" DUMMY
NO SCALE



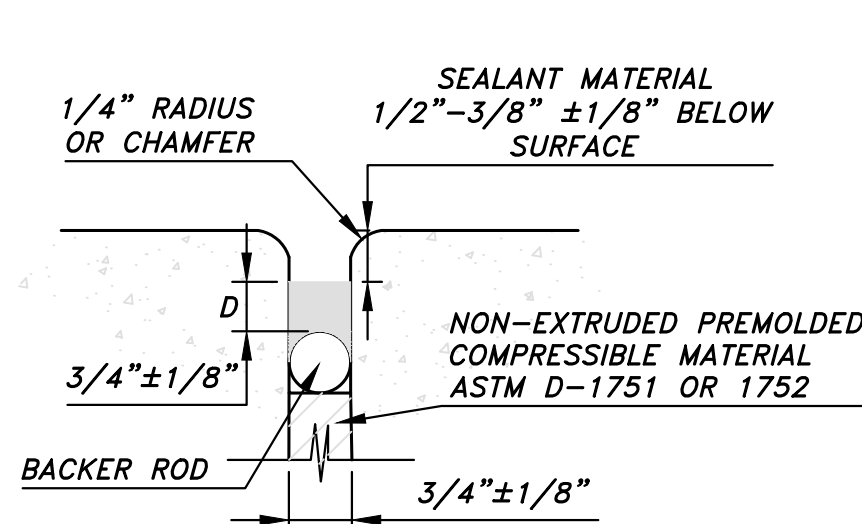
TYPE "A-1" THICKENED EDGE
NO SCALE

JOINTING NOTES

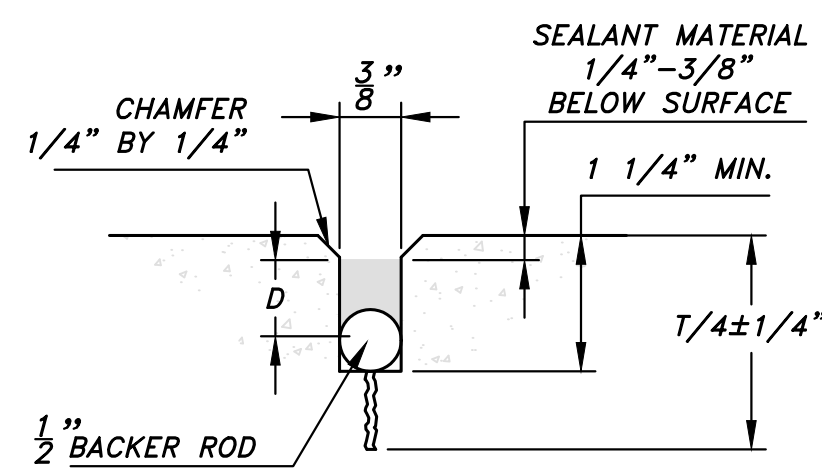
- FOR TYPE 'B' JOINTS, ALL TIE BARS WILL BE NO. 4 GRADE 60 DEFORMED BARS, 20" IN LENGTH. TIE BARS SHALL BE SPACED 36" ON CENTER STARTING 12" FROM EXISTING PAVEMENT OR 12" FROM THE EDGE OF PAVEMENT AND PLACED AT MID-DEPTH OF THE SLAB. IF A TIE BAR FALLS WITHIN 12" OF A JOINT, IT WILL BE EXCLUDED AND THE TIE BAR SPACING WILL BE CONTINUED WITH THE NEXT TIE BAR.
- FOR TYPE 'E' JOINTS, ALL DOWEL BARS WILL BE 3/4" GRADE 60, 18" IN LENGTH. DOWEL BARS SHALL BE SPACED 12" ON CENTER STARTING 12" FROM EXISTING PAVEMENT OR 12" FROM THE EDGE OF PAVEMENT AND PLACED AT MID-DEPTH OF THE SLAB. IF A DOWEL BAR FALLS WITHIN 12" OF A JOINT, IT WILL BE EXCLUDED AND THE DOWEL SPACING WILL BE CONTINUED WITH THE NEXT DOWEL.
- A TYPE 'E' JOINT WILL BE INSTALLED AT THE LAST FULL SLAB AND ANY PARTIAL SLAB SHALL BE REMOVED ANYTIME PAVING IS STOPPED FOR 30 MINUTES OR MORE.
- CONTRACTOR SHALL SUBMIT REQUEST FOR JOINT MODIFICATIONS 10 DAYS PRIOR TO PRE-CONSTRUCTION MEETING.

NOTES: DETAILS 1 THROUGH 3

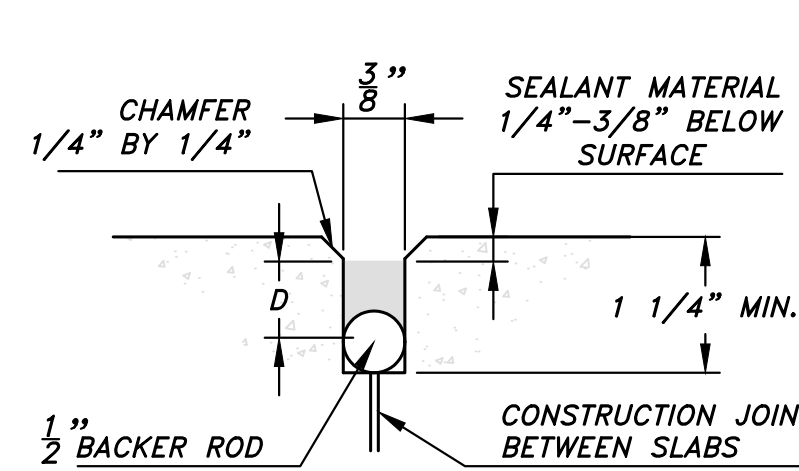
- SEALANT RESERVOIR SIZED TO PROVIDE PROPER SHAPE FACTOR, W/D. FIELD POURED AND PREFORMED SEALANTS REQUIRE DIFFERENT SHAPE FACTORS FOR OPTIMUM PERFORMANCE.
- BACKER ROD MATERIAL MUST BE COMPATIBLE WITH THE TYPE OF SEALANT USED AND SIZED TO PROVIDE THE DESIRED SHAPE FACTOR.
- CHAMFERED EDGES ARE REQUIRED FOR DETAILS 2 AND 3.
- D - JOINT SEALANT DEPTH



DETAIL 1:
ISOLATION JOINTS
NO SCALE



DETAIL 2:
CONTRACTION JOINTS
NO SCALE



DETAIL 3:
CONSTRUCTION JOINTS
NO SCALE

City of Newton Council Report

**Item:**

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 2025-01 PCC Patching Project

Summary:

Accept plans and order bids for the 2025-01 PCC Patching Project

Financial Impact:

\$817,986.40 from 2024 RUT Revenue Bond funds

Report Number: 2025-206

Date:

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The 2025-01 PCC Patching Project is a public improvement initiative designed to enhance the infrastructure within the City of Newton. The base bid includes repairing, adjusting, and improving roadways and utility structures across six locations in the city. This involves carrying out 5,667 square yards (SY) of full depth PCC patches to address deteriorated areas, performing 17 minor manhole adjustments to level them with the surrounding pavement, and making 7 intake adjustments to improve drainage and prevent flooding. Additionally, 4 water valve adjustments will be made to ensure valves are flush with the pavement, and 8 ADA-compliant ramps will be installed to improve accessibility. There will also be 268 square yards (SY) of pavement widening to improve traffic flow.

Bid Alternate 1 adds 1,901 square yards (SY) of full depth PCC patches, 5 more manhole adjustments, 2 additional water valve adjustments, and 1 more ADA ramp.

The project aims to improve the structural integrity of the roads, enhance water management, and ensure greater accessibility and safety for residents and visitors in the area.

Plans and specifications have been prepared by the Public Works Department and reviewed by Bolton & Menk Engineering and are ready to be placed out for bid.

The bid opening for the project will occur on April 10, 2025, and the public hearing to award the work will take place at the regularly scheduled council meeting on April 21, 2025. The engineer's estimate of construction cost is \$817,986.40, paid from 2024 RUT Revenue Bond funds.

Recommendation:

Approval to accept the plans, set dates, and obtain bids for the 2025-01 PCC Patching Project

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

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 2025-01 PCC PATCHING PROJECT

WHEREAS, the 2025-01 PCC Patching Project is a public improvement initiative designed to enhance the infrastructure within the City of Newton, and

WHEREAS, the base bid includes repairing, adjusting, and improving roadways and utility structures across six locations in the city. This involves carrying out 5,667 square yards (SY) of full depth PCC patches to address deteriorated areas, performing 17 minor manhole adjustments to level them with the surrounding pavement, and making 7 intake adjustments to improve drainage and prevent flooding; and

WHEREAS, Additionally, 4 water valve adjustments will be made to ensure valves are flush with the pavement, and 8 ADA-compliant ramps will be installed to improve accessibility. There will also be 268 square yards (SY) of pavement widening to improve traffic flow; and

WHEREAS, Bid Alternate 1 adds 1,901 square yards (SY) of full depth PCC patches, 5 more manhole adjustments, 2 additional water valve adjustments, and 1 more ADA ramp; and

WHEREAS, the total cost estimate is \$817,986.40.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2025-01 PCC Patching Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction; and the project be paid for with 2024 RUT Revenue Bond funds; and

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by the City of Newton and reviewed by Bolton & Menk Engineering for the construction of the 2025-01 PCC Patching Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the City Clerk for public inspection; and

That the City Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Public Works Director at 11:00 AM on the 10th day of April 2025. There the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications, and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 21st day of April 2025, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of March, 2025

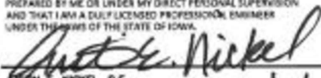
APPROVED this _____ day of March, 2025.

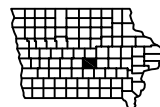
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
		
	JUSTIN E. NICKEL, P.E.	DATE: <u>3/3/25</u>
	REG. NO. <u>18950</u>	MY LICENSE RENEWAL DATE IS <u>Dec. 31, 2025</u>
PAGES OR SHEETS COVERED BY THIS SEAL:		
<u>Entire Document</u>		
_____ _____ _____		



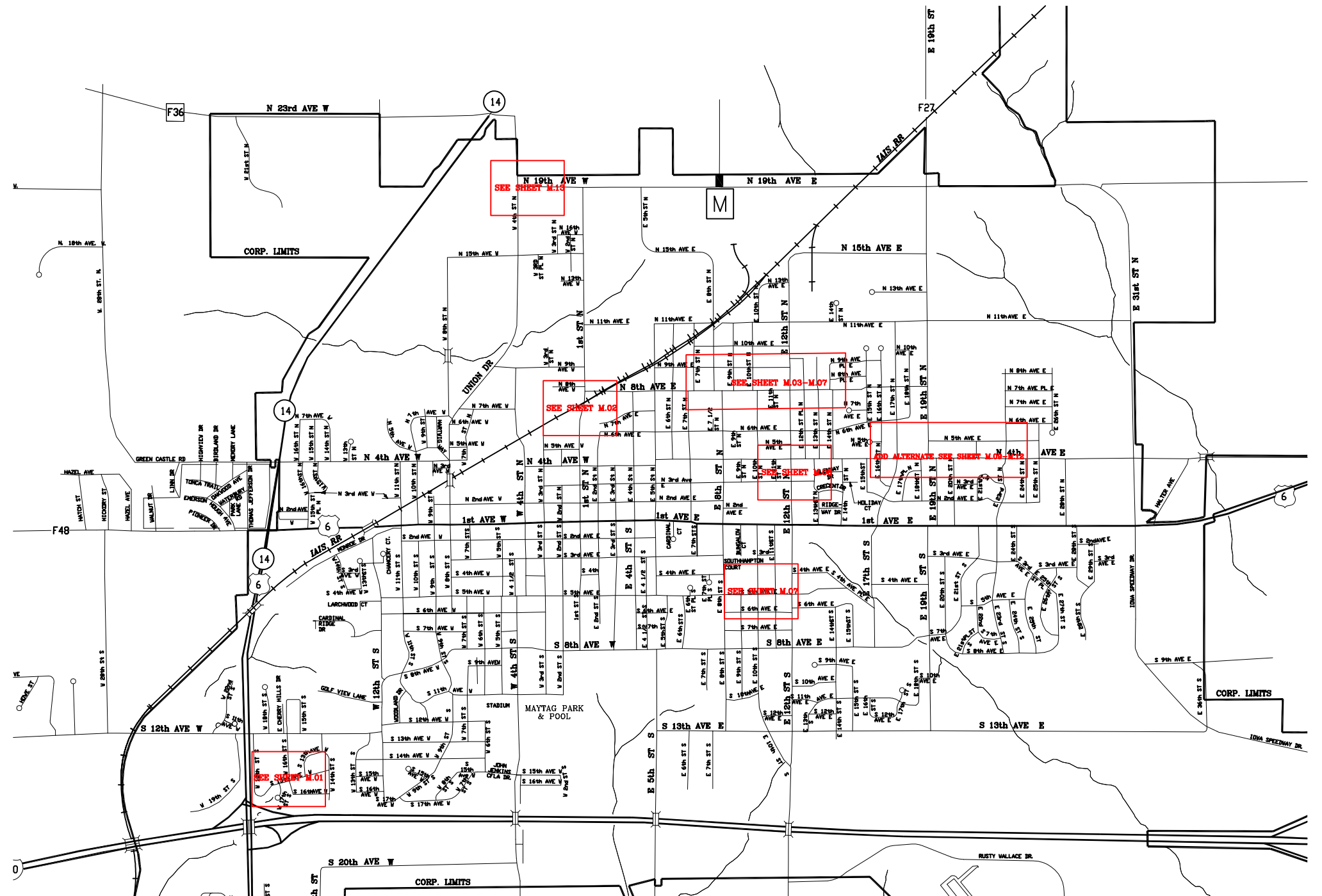
NOT TO SCALE

CITY OF NEWTON PUBLIC WORKS
303 W 4TH ST N, SUITE 501
NEWTON, IOWA 50208
(641) 792-6622 FAX (641) 792-0670

THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE ADA REQUIREMENTS IN CONSTRUCTION ZONES. PEDESTRIAN PATH CLOSURES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR PER THE TRAFFIC CONTROL PLAN AND REFERENCED SPECIFICATIONS.



THE IOWA SUDAS STANDARD SPECIFICATIONS, SERIES 2025, PLUS THE CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS TO SAID SUDAS SPECIFICATIONS; AND REFERENCED IOWA DOT STANDARD SPECIFICATIONS AND DETAILS SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.



LEGEND

	Contour w/ Elevation		Interstate Highway Symbol
	Chain Link Fence		U.S. Highway Symbol
	Board Fence		State Highway Symbol
	Barbed Wire Fence		County Road Symbol
	Woven Fence		Benchmark
	Barbed Wire & Woven Fence		Concrete Monument
	Tree Line		Terrace
	Tree Stump		Earth Dam or Dike
	Deciduous Tree		Edge of Water
	Coniferous Tree		Drainage Flow Arrow
	Tree To Be Removed		Well
	Shrub		Traffic Signal Pedestal
	Soil Boring		Traffic Signal w/ Mast Arm
	Telephone		Traffic Signal Cabinet Controller
	Overhead Telephone		Flared End Section
	Fiber Optic		Guy Anchor
	Electric		Mailbox
	Electric-Overhead		Speed Limit Sign
	Cable Television		Mile Marker Post
	Cable Television-Overhead		Stop Sign
	Gas Main		Railroad Signal Control Box
	Gas Valve		Top of Embankment
	Water Main		Drainage Course
	Sanitary Sewer		Rip Rap
	Septic Tank		Gabion
	Storm Sewer		PC Concrete (PCC) Surface
	Sanitary Sewer Manhole		Granular Surface
	Storm Sewer Intake		Hot Mix Asphalt (HMA) Surface
	Storm Sewer Manhole		Building
	Fire Hydrant		Removal Area
	Water Main Valve		Concrete Wall
	Water Service Valve		Timber Wall
	Utility Pole		Railroad Track
	Street/Yard Light		Section Corner
	Traffic Sign		Property Corner
	Electric Box		Spot Elevation
	Telephone Junction Box		Communications Tower
	Propane Tank		Detectable Warning Panel
	CATV Junction Box		
	Guard Post or Bollard		
	Underground Storage Tank		
	Above Ground Storage Tank		
	Satellite Dish		

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE IOWA ONE-CALL SYSTEM (811 OR 800-292-8989) AT LEAST 48 HOURS PRIOR BEGINNING WORK.
2. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE WHETHER SHOWN OR NOT ON THESE PLANS. THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE ONLY. DO NOT SCALE PLANS FOR UTILITY LOCATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL PER MUTCD STANDARDS. TRAFFIC CONTROL IS INCIDENTAL TO THE PROJECT.
4. THE CONTRACTOR SHALL LIMIT THEIR OPERATIONS TO WITHIN THE PUBLIC RIGHT-OF-WAY (R.O.W.) OR CONSTRUCTION EASEMENTS, IF ACQUIRED. NO EQUIPMENT OR MATERIALS SHALL BE STORED WITHIN ANY AREAS OF R.O.W. THAT ARE OPEN TO TRAFFIC. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ANY STAGING OR STORAGE AREAS NEEDED FOR THEIR OPERATIONS..
5. CONSTRUCTION STAKING BY THE CITY OF NEWTON. PROVIDE 48 HOURS ADVANCE NOTICE OF ALL STAKING NEEDS. CONTRACTOR SHALL PROTECT ALL SURVEY STAKES AND CONTROL, AND SHALL BE RESPONSIBLE FOR ANY RESTAKING NEEDED DUE TO ACTIONS OF THE CONTRACTOR OR THEIR SUBCONTRACTORS.
6. APPROVED CONCRETE WASH-OUT BASINS OR DEVICES, IF NEEDED BY THE CONTRACTOR, SHALL BE SUPPLIED BY THE CONTRACTOR INCIDENTAL TO THE PAVEMENT ITEMS. REMOVAL SHALL BE COMPLETED BY THE CONTRACTOR, AGAIN INCIDENTAL TO THE PAVEMENT ITEMS.
7. THE CONTRACTOR SHALL PRESERVE, OR REPLACE IF DISTURBED, ALL PROPERTY MONUMENTS ON THE PROJECT SITE AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA."

04-15-08

213-1

It shall be the contractor's responsibility to provide waste areas or disposal sites for excess material (excavated material or broken concrete) which is not desirable to be incorporated into the work involved on this project.

It shall be the contractor's responsibility to ensure that areas (including haul roads) selected for waste or disposal not impact 1)culturally sensitive sites or graves or 2)wetlands or "Waters of the U.S.", including streams or stream banks below the "ordinary high water mark", without an approved U.S. Army Corps of Engineers Section 404 Permit.

No payment for overhaul will be allowed for material hauled to these sites. No material shall be placed within the right-of-way, unless specifically stated in the plans.

10-28-97

232-10

The contractor is expected to have materials, equipment, and labor available on a daily basis to install and maintain erosion control features on the project. This may involve seeding, silt fence, rock ditch checks, silt basins, or silt dikes.

01-20-84

223-6

The Contractor is required to exercise care in shaping and compacting the resurfacing in the area of inlets to storm sewer intakes. The resurfacing course shall be shaped as necessary to insure maximum drainage into the intakes.

UTILITY CONTACT INFORMATION

Alliant Energy (Electric)	641-791-3222
Black Hills Energy (Natural Gas)	641-791-5415
Windstream (Telephone)	641-787-2511
Newton Utilities (Water)	641-792-6622 Ext.2701
Newton Utilities (Sewer)	641-792-3422
Newton Public Works (Storm)	641-792-6622
Mediacom (Cable TV)	800-362-1895
MCG (Fiber)	641-676-1000
Iowa One-Call	800-292-8989

ABBREVIATIONS

B-B	BACK OF CURB TO BACK OF CURB
PCC	PORTLAND CEMENT CONCRETE
PT	POINT OF TANGENCY
O.C.	ON CENTER
TYP.	TYPICAL
STA	STATION
EX.	EXISTING ELEVATION
INT	INTAKE
GRT	GRATE, STORM SEWER GRATE
ELEV	ELEVATION
INV	INVERT ELEVATION
PROP.	PROPOSED ELEVATION
BJ	BUTT JOINT
BOP	BEGINNING OF PROJECT
EOP	END OF PROJECT

DRAWN BY:	BLS	APPROVED:	
DATE:	DECEMBER, 2024	DATE:	
SURVEY DATE:	NOV, 2024		

REVISIONS:	

LEGEND



CITY OF NEWTON PUBLIC WORKS
303 W 4TH ST N, SUITE 501
NEWTON, IOWA 50208
(641) 792-6622 FAX (641) 792-0670

2025 PCC PATCHING
PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
A.02

PROJECT SCHEDULE

1. PROJECT COMPLETION: 09/30/2025

LIQUIDATED DAMAGES: \$500 / CALENDAR DAY

2. PHASE 3 & 6 MUST BE COMPLETED BETWEEN MAY 30TH 2025 AND AUGUST 20TH 2025

STANDARD CONSTRUCTION NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), CITY OF NEWTON'S SUPPLEMENTAL SPECIFICATIONS AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2. ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SECTION 1050, 1.08 'REMOVAL OF DEFECTIVE WORK' OF THE STANDARD SPECIFICATIONS. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3. THE CONTRACTOR SHALL PRESERVE ALL SURVEY CONTROL, LINE AND GRADE STAKES IN ACCORDANCE WITH SECTION 1050, 1.10 'LINE AND GRADE STAKES' OF THE STANDARD SPECIFICATIONS.
4. PRIOR TO MOBILIZING OFF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SECTION 1050, 1.14 'FINAL INSPECTION AND ACCEPTANCE' OF THE STANDARD SPECIFICATIONS.
5. THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SECTION 1070, 1.03 'PERMITS AND LICENSES' OF THE STANDARD SPECIFICATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SECTION 1070, 2.02 'CONVENIENCE AND SAFETY' OF THE STANDARD SPECIFICATIONS
7. LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION IN ACCORDANCE WITH SECTION 1070, 2.04 'PROJECT AREA FOR THE WORK' OF THE STANDARD SPECIFICATIONS.
8. IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY.
9. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10. THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH SECTION 1070, 2.09 'LAND MONUMENTS' OF THE STANDARD SPECIFICATIONS.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT THEIR EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SECTION 1070, 2.15 'FINISHING AND CLEANUP REQUIREMENTS' OF THE STANDARD SPECIFICATIONS.
12. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SECTION 1080, 1.03 'WORK PROGRESS AND SCHEDULE' OF THE STANDARD SPECIFICATIONS.
13. IF PROJECT IS SUBSTANTIALLY COMPLETED AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SECTION 1080,
14. PLACEMENT OF EXPANSION JOINT MATERIAL, DOWELS, AND RELATED MATERIAL IS INCIDENTAL TO CONTRACT.
15. ON-SITE INSPECTOR SHALL RESERVE FINAL DECISION IN THE TYPE AND LOCATION OF JOINTS.

UTILITY COORDINATION NOTES:

1. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2. ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 1070, 2.07 'PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4. IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.
5. SEE PLAN TITLE SHEET FOR UTILITY CONTACTS

PROJECT NOTES:

1. EXISTING SIDEWALKS NOT MARKED FOR REMOVAL ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
2. CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS.
3. CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
4. CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 7:00 PM.
5. ALL DISTURBED AREAS SHALL BE SEEDED AND/OR MULCHED (DEPENDING ON DATE) UPON COMPLETION OF GRADING.

TRAFFIC CONTROL NOTES:

1. PHASE 4 AND 5 MUST MAINTAIN ONE LANE OF TRAFFIC AT ALL TIMES DUE TO BEING A TRUCK ROUTE
2. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3. IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
5. PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
6. THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
7. ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
8. SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
9. ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
10. THE CONTRACTOR SHALL COORDINATE WITH CITY OF NEWTON PERSONNEL TO REMOVE ALL PERMANENT STREET SIGNS CONFLICTING WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL REMOVE ALL OTHER SIGNS AS DETERMINED BY THE ENGINEER AND THEY SHALL REMAIN THE PROPERTY OF THE RESPECTIVE OWNERS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK.
11. AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
12. THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
13. AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.

DRAWN BY: BLS DATE: DECEMBER, 2024 SURVEY DATE: NOV, 2024		APPROVED: DATE:	REVISIONS:	GENERAL NOTES	GET TO KNOW Newton	CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 PCC PATCHING PROJECT CITY OF NEWTON, IOWA	SHEET NO. A.03

ADJUSTMENT OF FIXTURES				
NO.	LOCATION STATION	TYPE OF FIXTURE	ADJUSTMETNTS	NOTES
1	4+22.66	INTAKE-STORM	MINOR	DOUBLE SW 603, TYPE R
2	4+23.13	INTAKE-STORM	MINOR	DOUBLE SW 603, TYPE R
3	6+85.84	MANHOLE -SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
4	7+72.69	INTAKE-STORM	MINOR	SINGLE SW 603, TYPE R
5	13+16.77	MANHOLE -SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
6	13+79.85	INTAKE-STORM	MINOR	REUSE CASTING
7	15+56.40	MANHOLE -SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
8	19+17.56	MANHOLE -STORM	MINOR	SW-602, TYPE F(READS STORM SEWER)
9	19+27.90	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
10	21+12.09	MANHOLE-WATER	MINOR	SW 602, TYPE F(READS WATER)
11	21+22.08	INTAKE-STORM	MINOR	REUSE CASTING
12	21+38.53	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
13	25+75.63	MANHOLE -STORM	MINOR	SW-602, TYPE F(READS STORM SEWER)
14	26+02.86	WATER VALVE	MINOR	WATER VALVE
15	26+04.42	MANHOLE -STORM	MINOR	SW-602, TYPE F(READS STORM SEWER)
16	34+86.78	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
17	43+40.17	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
18	43+76.95	WATER VALVE	MINOR	WATER VALVE
19	44+10.55	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
20	44+20.86	MANHOLE-WATER	MINOR	SW 602, TYPE F(READS WATER)
21	47+65.64	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
22	47+70.58	WATER VALVE	MINOR	WATER VALVE
23	47+79.02	WATER VALVE	MINOR	WATER VALVE
24	49+46.84	INTAKE-STORM	MINOR	SINGLE SW 603, TYPE R
25	49+46.87	INTAKE-STORM	MINOR	SINGLE SW 603, TYPE R
ADD ALTERNATE 1				
26	54+27.36	WATER VALVE	MINOR	WATER VALVE
27	54+68.92	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
28	54+74.36	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
29	57+46.84	INTAKE-STORM	MINOR	SINGLE SW 603, TYPE R
30	57+89.49	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
31	58+09.05	INTAKE-STORM	MINOR	SINGLE SW 603, TYPE R
32	58+19.43	WATER VALVE	MINOR	WATER VALVE
33	61+28.63	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
34	67+19.88	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)

REMOVOL OF FIXTURES			
NO.	LOCATION STATION	TYPE OF FIXTURE	NOTES
1	43+48.77	FLUSH TANK	REMOVE AND FILL WITH CLASS A BACKFILL

FULL DEPTH TABULATIONS			
NO	START STATION	END STATION	SY
1	00+33.75	01+72.00	366.6
2	02+25.00	02+95.00	123.92
3	03+29.00	04+93.00	520.59
4	06+65.00	06+98.00	89.28
5	07+47.00	08+90.00	418.09
6	09+37.00	10+53.00	225.47
7	11+35.00	11+59.00	65.33
8	12+31.00	13+31.00	277.11
9	13+66.00	14+04.00	54.97
10	15+11.00	16+75.00	336.89
11	17+08.00	17+36.00	38.15
12	17+69.50	18+50.00	113.43
13	18+94.25	19+65.00	194.59
14	20+70.00	21+68.00	206.03
15	24+56.00	25+26.00	97.78
16	25+43.00	26+22.00	205.37
17	29+34.00	29+99.00	180.18
18	34+27.00	35+19.00	218.42
19	39+40.00	40+72.00	412.39
20	40+98.00	41+56.00	102.24
21	41+71.00	41+86.00	41.39
22	42+01.00	42+72.00	152.08
23	43+17.00	44+44.00	385.63
24	45+27.88	45+47.94	27.49
25	45+68.00	45+88.00	27.49
26	45+98.00	46+38.00	82.88
27	46+83.00	48+63.00	599.1
28	49+16.00	49+54.00	103.64
TOTALS			5666.53
ADD ALTERNATE 1			
29	50+80.00	51+70.00	125.16
30	52+15.00	52+74.00	162.72
31	53+05.00	54+84.00	518.44
32	57+20.00	57+63.00	130.55
33	57+70.00	58+27.00	171.86
34	59+47.00	59+78.00	73.22
35	59+93.00	60+73.00	97.43
36	61+03.00	61+33.00	91.55
37	65+74.00	65+95.00	71.57
38	66+91.00	67+73.00	458.16
TOTALS			1900.66

SANITARY SEWER NOTES

1. MANHOLE CASTINGS IN SHALL BE 2 PIECE FIXED CASTINGS. ALL MANHOLE CASTINGS SHALL BE BOLTED TO THE STRUCTURE AT ALL ATTACHMENT HOLE LOCATIONS IN THE CASTING. ALL CASTINGS SHALL COMPLY WITH FIGURES SW-601. ALL MANHOLES IN PAVING SHALL BE GASKETED.
- STORM SEWER NOTES
1. STORM SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH DIVISIONS 3, 4, AND 6 OF THE SPECIFICATIONS.
2. MANHOLE CASTINGS IN PAVEMENT SHALL BE TYPE F. ALL MANHOLE CASTINGS SHALL BE BOLTED TO THE STRUCTURE AT ALL ATTACHMENT HOLE LOCATIONS IN THE CASTING. ALL CASTINGS SHALL COMPLY WITH FIGURES SW-602.
3. INTAKE CASTINGS SHALL BE SW-603 TYPE R OR Q.

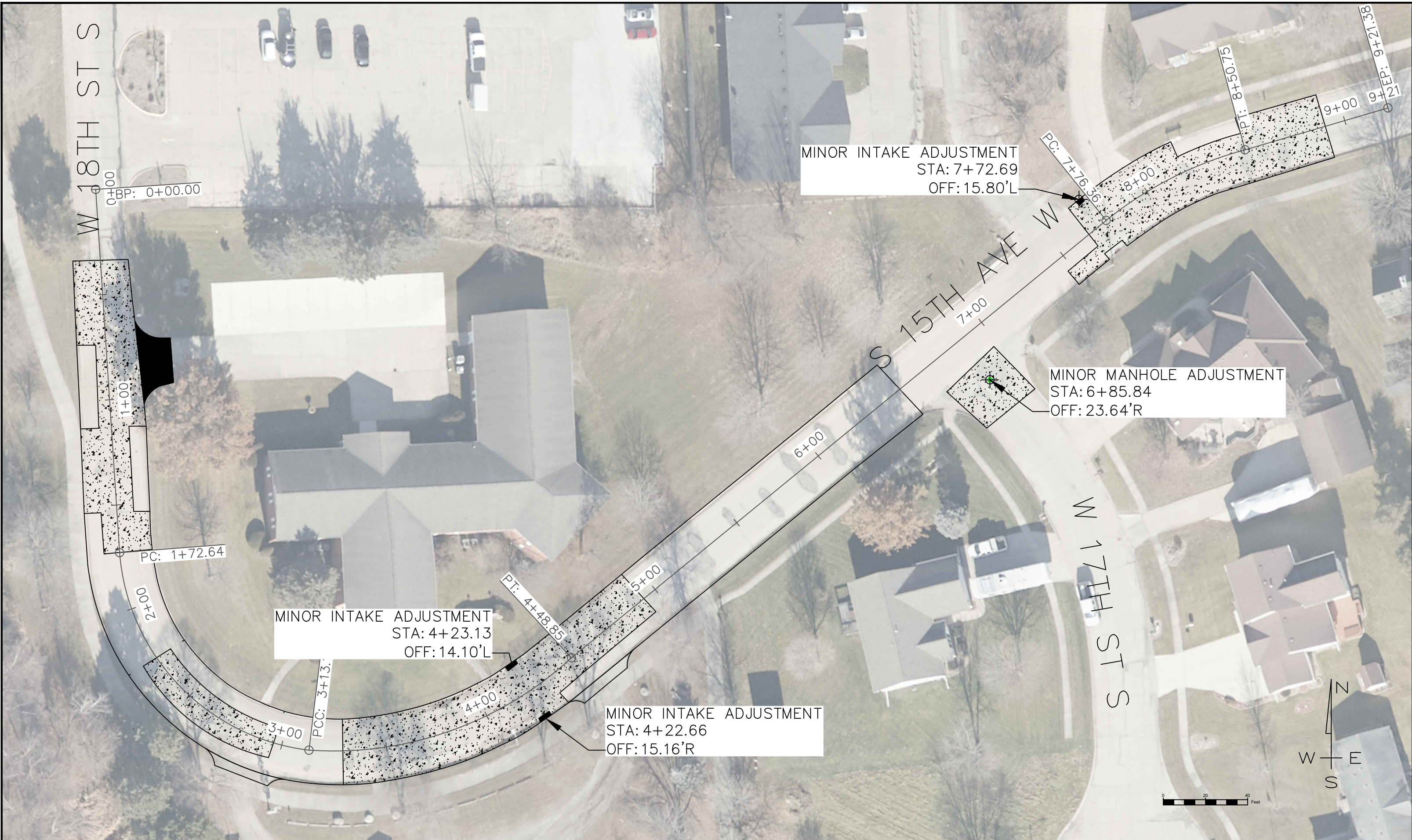
PCC FULL DEPTH PATCHING & WIDENING NOTES:

1. PAVING SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 7 OF THE SPECIFICATIONS.
2. THE CONTRACTOR SHALL SUBMIT INFORMATION TO THE ENGINEER FOR APPROVAL IN ACCORDANCE WITH SECTIONS 1050, 1.05 AND 7010, 1.03 OF THE STANDARD SPECIFICATIONS:

a. PCC PAVING MIX DESIGN

b. MATURITY CURVES FOR PAVING MIXES AND MATURITY READING RESULTS
3. PAVEMENT DESIGN SHALL INCLUDE A MINIMUM STRENGTH OF 4,000 PSI.
4. QUALITY CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 7010, 3.08 'QUALITY CONTROL' OF THE STANDARD SPECIFICATIONS.
5. IN ACCORDANCE WITH SECTION 7010, 3.02, K OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CLEAN AND SEAL ALLJOINTS BEFORE ANY PORTION OF THE NEWLY CONSTRUCTED PAVEMENT IS OPENED TO THE CONTRACTOR'S EQUIPMENT.
6. THE CONTRACTOR SHALL OPEN NEWLY CONSTRUCTED PAVEMENTTO TRAFFIC IN ACCORDANCE WITH SECTION 7010, 3.06 OF THE STANDARD SPECIFICATIONS. ALL NEWLY CONSTRUCTED PAVEMENT SHALL BE SCRAPPED AND SWEEPED CLEAN PRIOR TO OPENING TO TRAFFIC.
7. THE CONTRACTOR SHALL PROTECT PAVEMENT IN ACCORDANCE WITH SECTION 7010, 3.05 OF THE STANDARD SPECIFICATIONS AND SHALL NOT USE NEWLY CONSTRUCTED PAVEMENT AS AN AREA OF STOCKPILING MATERIALS.
8. DROP CURBS SHALL BE CONSTRUCTED AT INTERSECTIONS FOR PEDESTRIAN RAMPS AND SHALL BE CONSIDERED INCIDENTAL TO PAVING.
9. PEDESTRIAN RAMPS SHALL INCLUDE "DETECTABLE WARNING" PLATE.
10. ALL UTILITY FIXTURES (WATER VALVE BOXES, MANHOLES, AND STORM SEWER INTAKES) SHALL BE SET TO THEIR CORRESPONDING PAVEMENT ELEVATIONS.

ADA TABULATIONS				
NO	LOCATION STATION	6" PCC (SY)	4"PCC (SY)	ADA PAD (SF)
1	13+90.43	7	0	10
2	19+09.88	12	0	13
3	26+17.04	5	0	10
4	43+82.92	8	6	10
5	44+25.28	9	0	10
6	47+32.22	4.5	6	10
7	47+32.86	3	9	10
TOTALS		48.5	21	73
ADD ALTERNATE 1				
8	58+05.11	9	2	10
TOTALS		9	2	10



DRAWN BY:	BLS	APPROVED:	
DATE:	DECEMBER, 2024	DATE:	
SURVEY DATE:	NOV, 2024		

REVISIONS:	

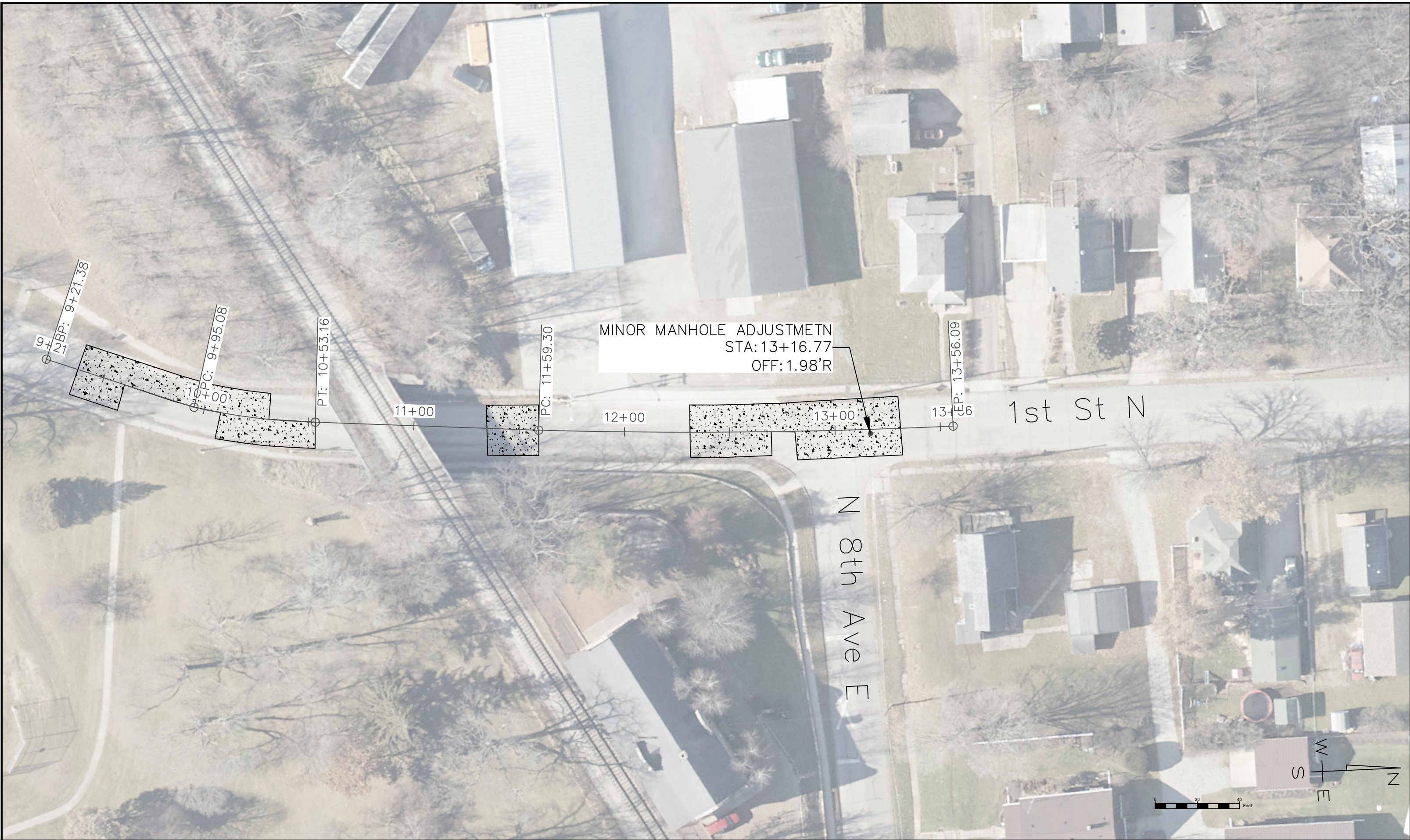
PHASE 1



CITY OF NEWTON PUBLIC WORKS
303 W 4TH ST N, SUITE 501
NEWTON, IOWA 50208
(641) 792-6622 FAX (641) 792-0670

2025 PCC PATCHING
PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
M.01



	DRAWN BY: BLS DATE: DECEMBER, 2024 SURVEY DATE: NOV, 2024	APPROVED: DATE:	REVISIONS:	PHASE 2	GET TO KNOW Newton	CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 PCC PATCHING PROJECT CITY OF NEWTON, IOWA	SHEET NO. M.02
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	DATE: DECEMBER, 2024	DATE:						
	SURVEY DATE: NOV, 2024							



PC: 26+21.23
PT: 26+25.19

DRAWN BY:	BLS	APPROVED:	
DATE:	DECEMBER, 2024	DATE:	
SURVEY DATE:	NOV, 2024		

REVISIONS:	

PHASE 3



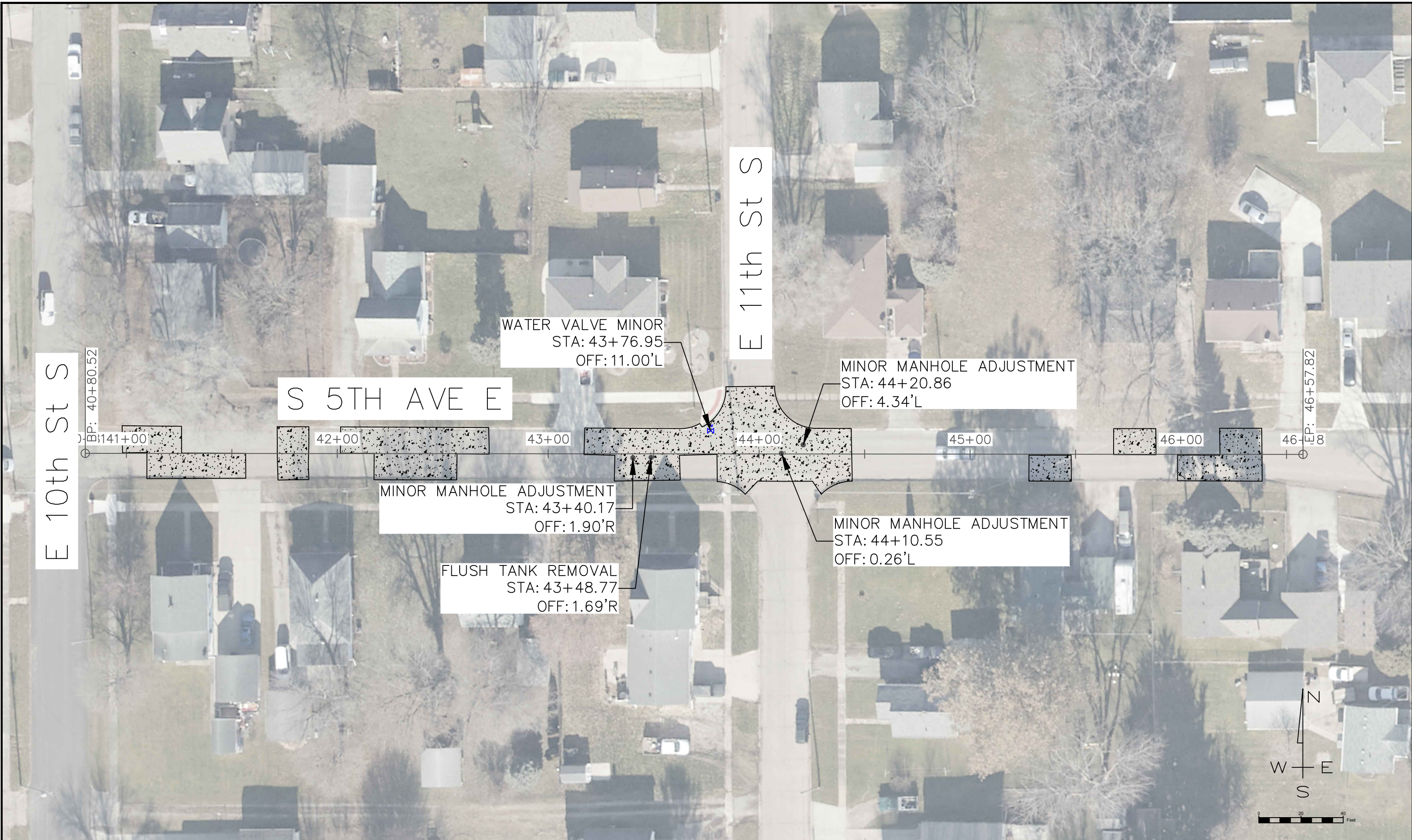
CITY OF NEWTON PUBLIC WORKS
303 W 4TH ST N, SUITE 501
NEWTON, IOWA 50208
(641) 792-6622 FAX (641) 792-0670

2025 PCC PATCHING
PROJECT
CITY OF NEWTON, IOWA

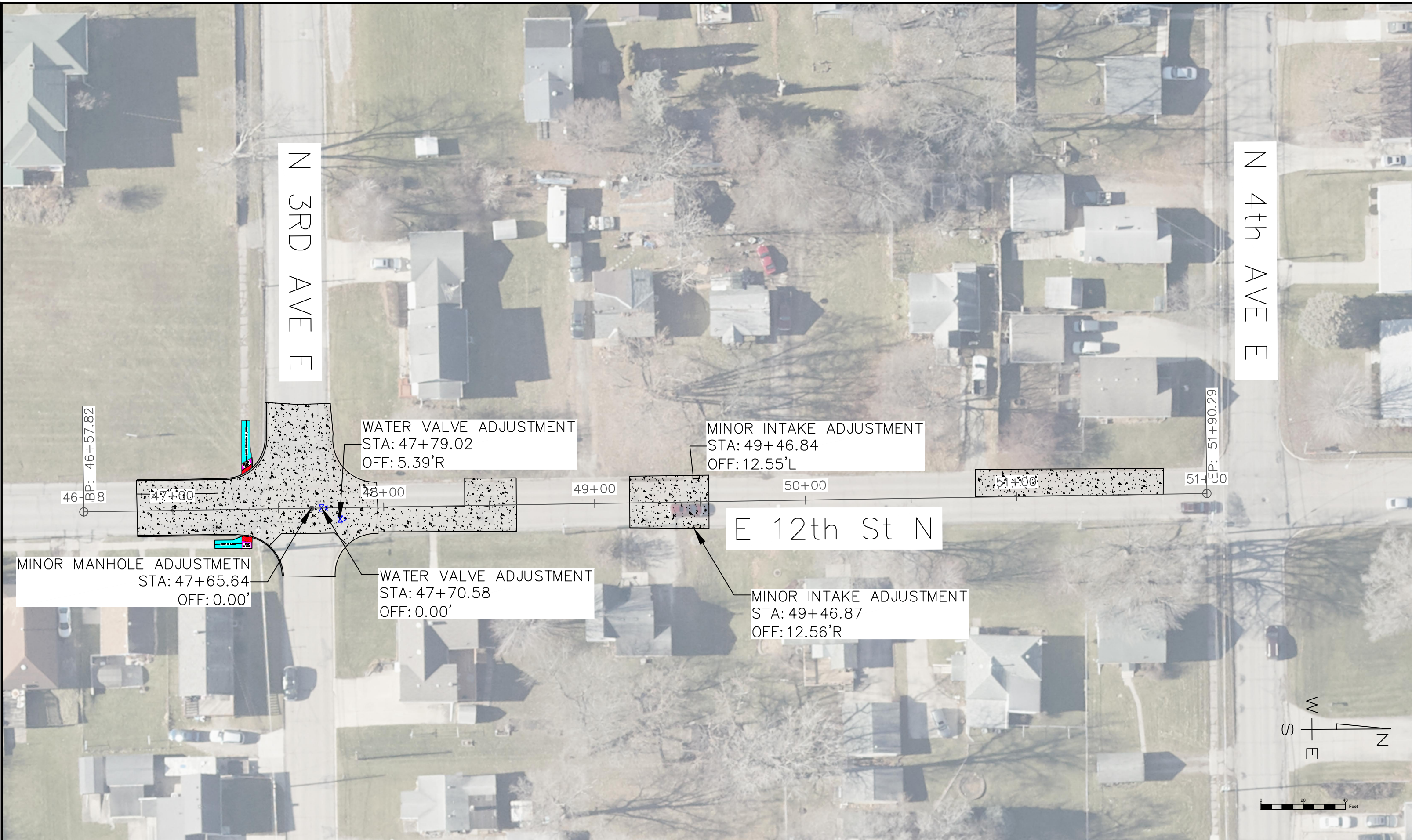
SHEET NO.
M.04



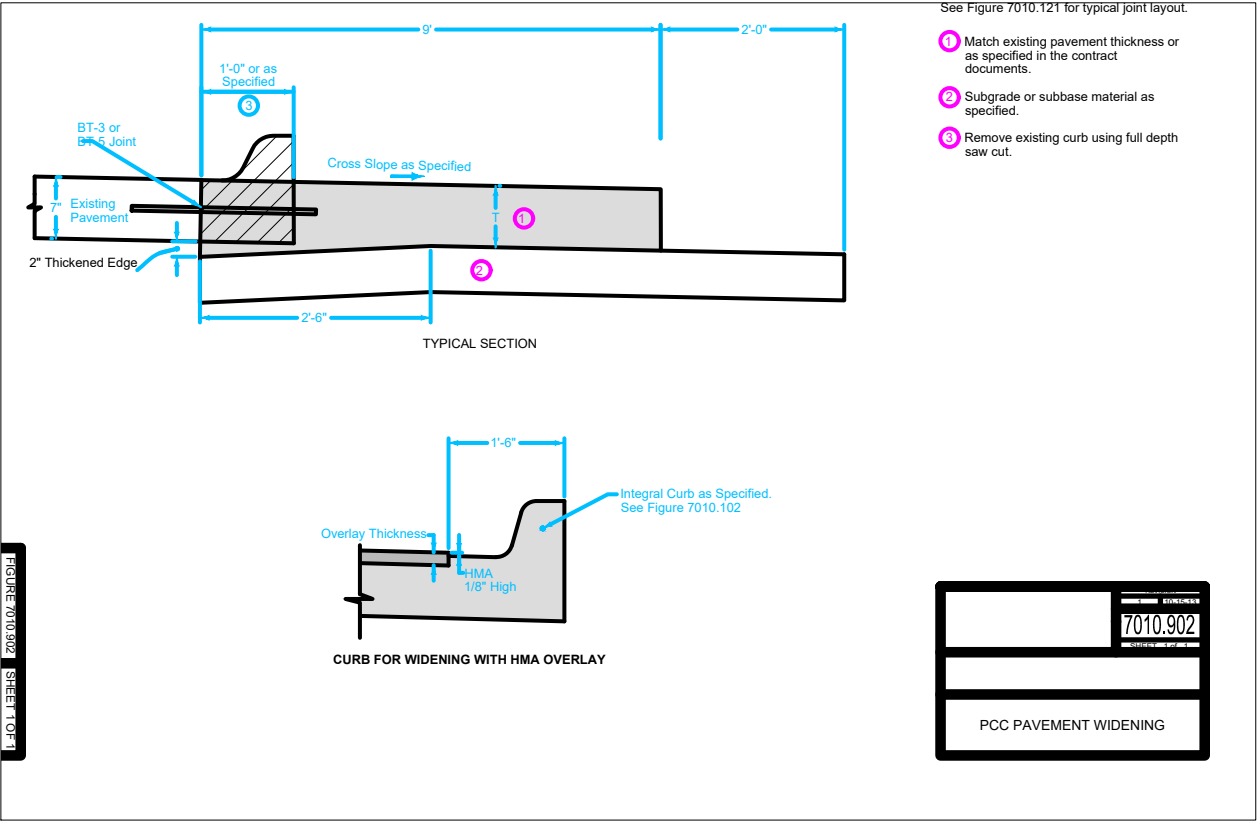
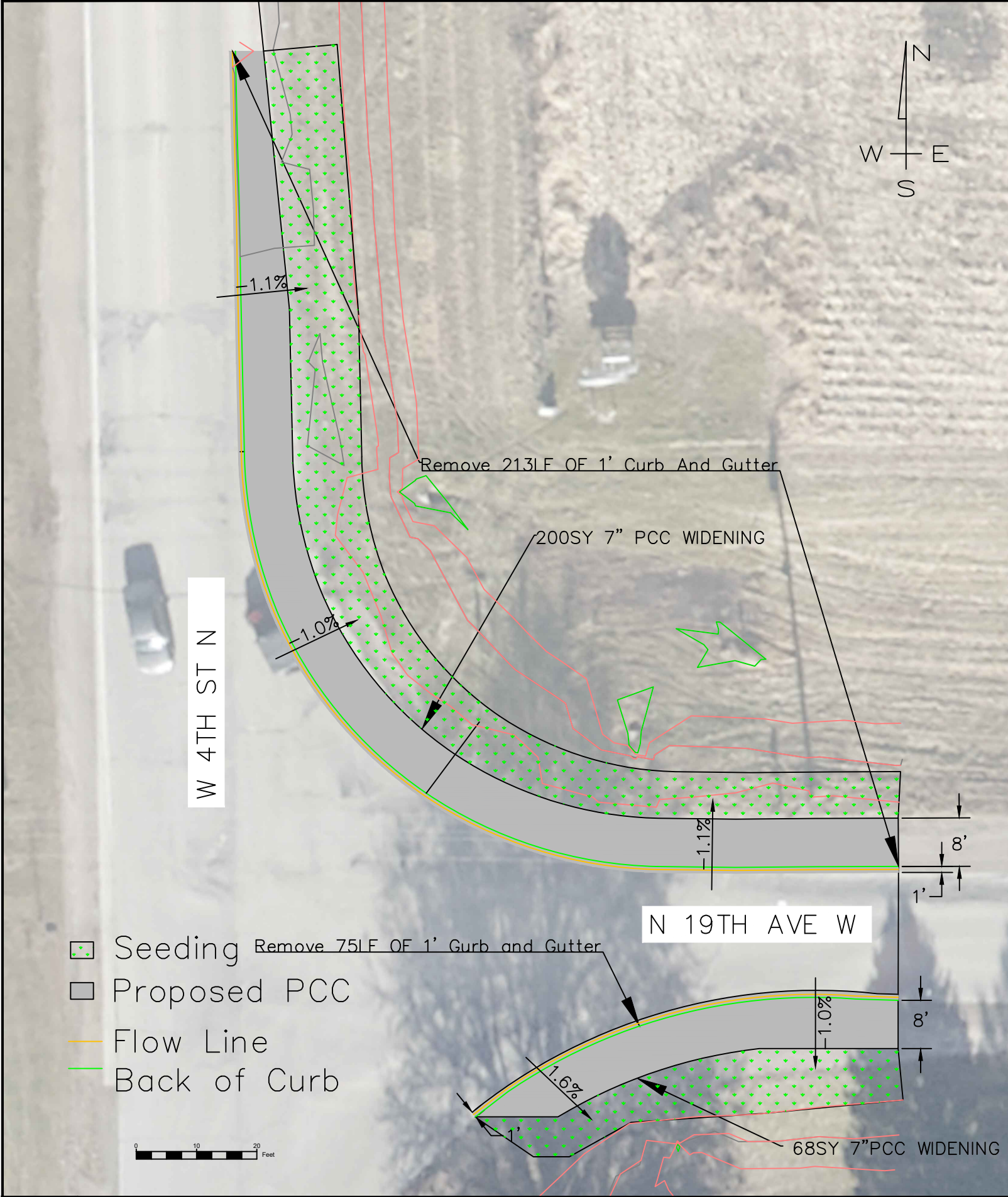
DRAWN BY: BLS DATE: DECEMBER, 2024 SURVEY DATE: NOV, 2024	APPROVED: DATE:	REVISIONS:	PHASE 3		CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 PCC PATCHING PROJECT CITY OF NEWTON, IOWA	SHEET NO. M.05
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	DRAWN BY: BLS DATE: DECEMBER, 2024 SURVEY DATE: NOV, 2024	APPROVED: DATE:	REVISIONS:	PHASE 4	GET TO KNOW Newton	CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 PCC PATCHING PROJECT CITY OF NEWTON, IOWA	SHEET NO. M.07
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DRAWN BY: BLS DATE: DECEMBER, 2024 SURVEY DATE: NOV, 2024			APPROVED: DATE:			REVISIONS:			PHASE 5		GET TO KNOW Newton		CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670		2025 PCC PATCHING PROJECT CITY OF NEWTON, IOWA		SHEET NO. M.08	
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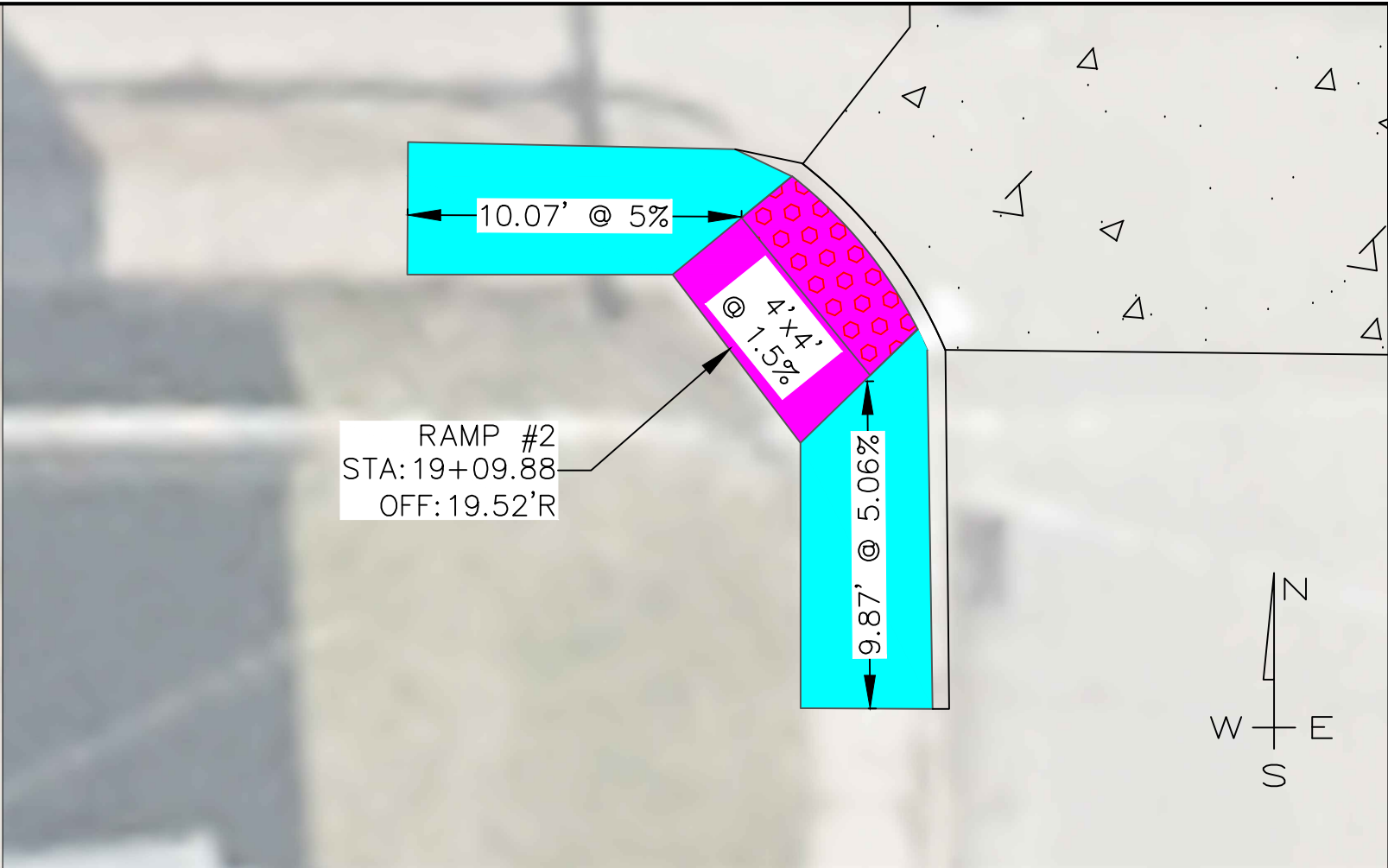
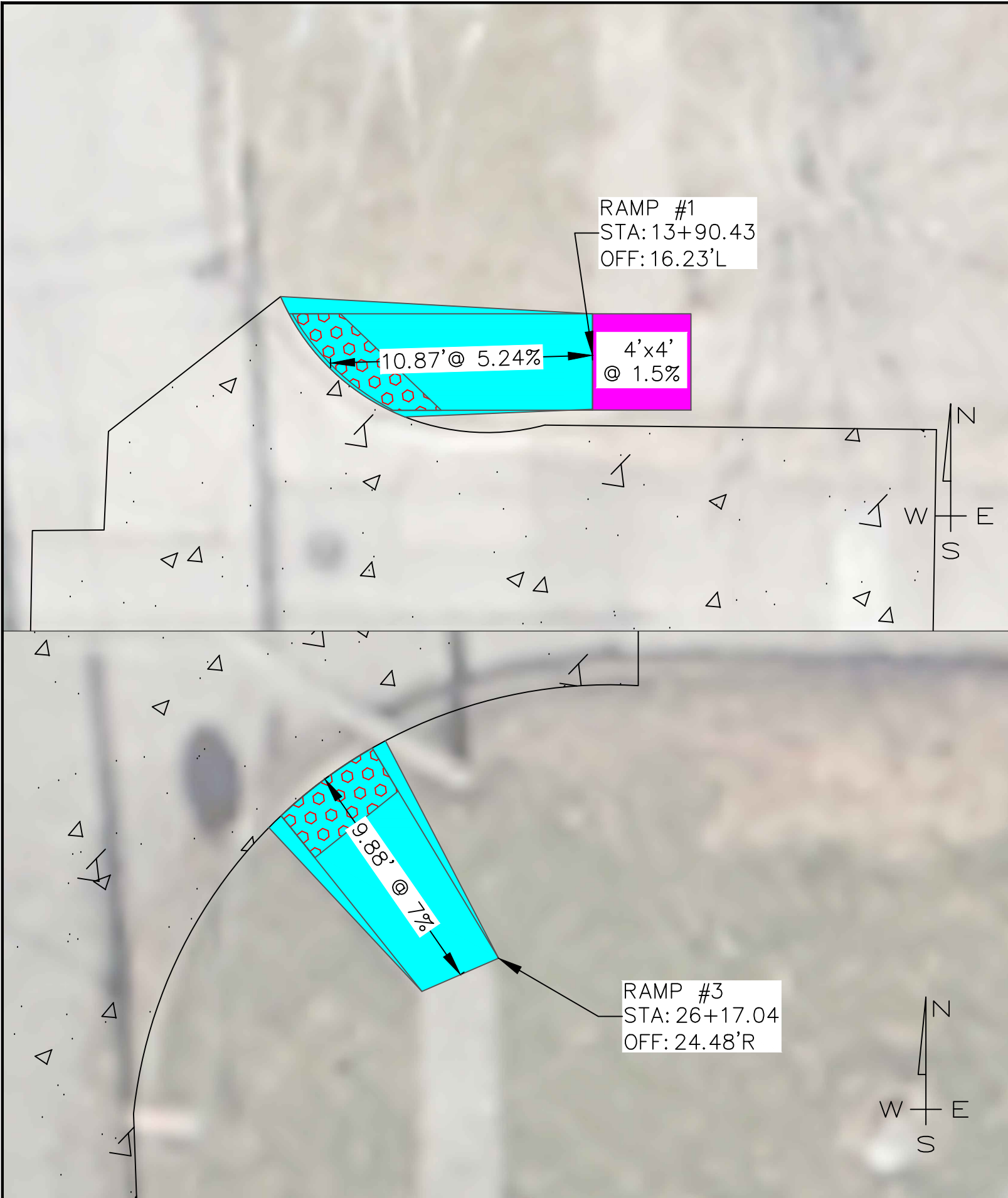
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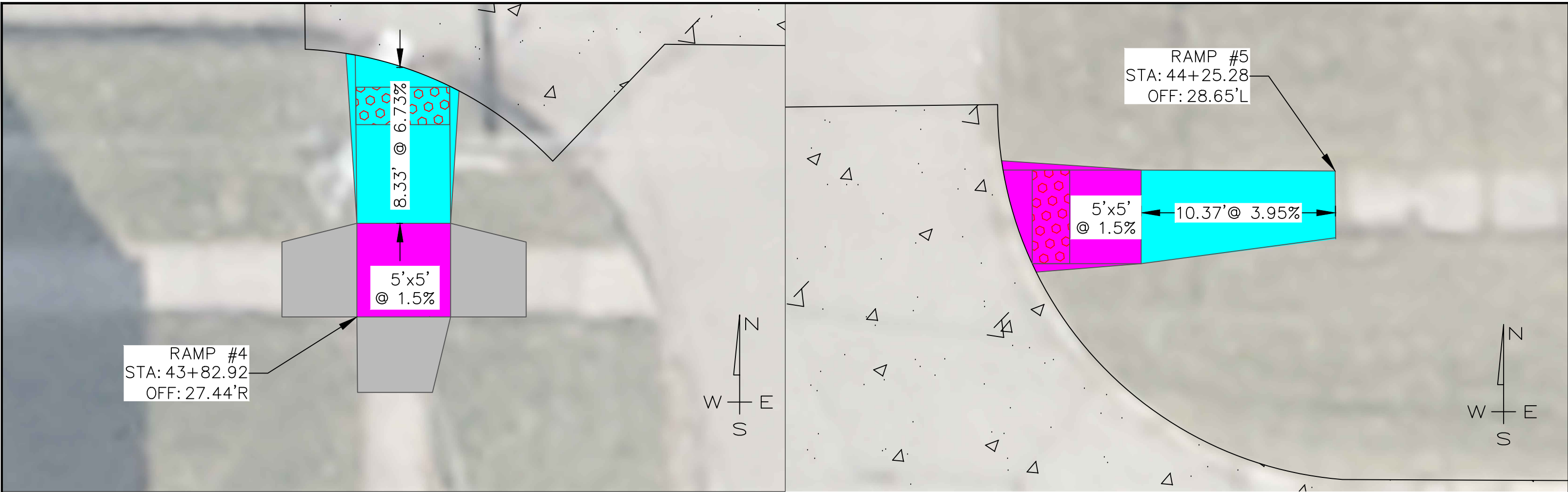
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Totals				
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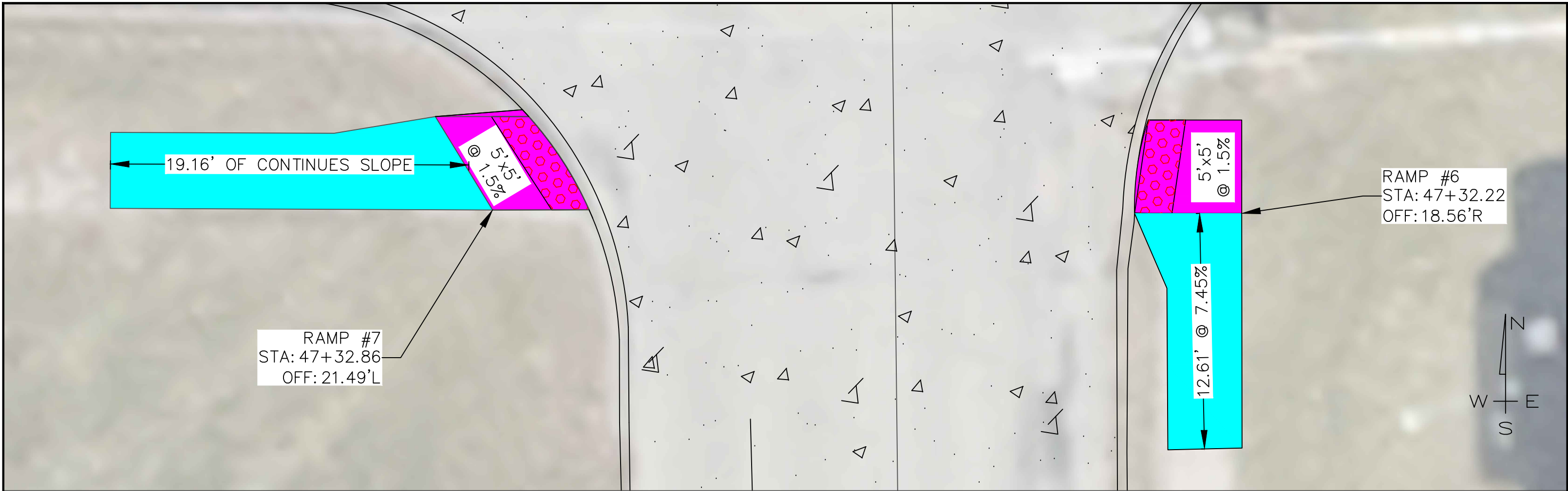
* Value adjusted by cut or fill factor other than 1.0



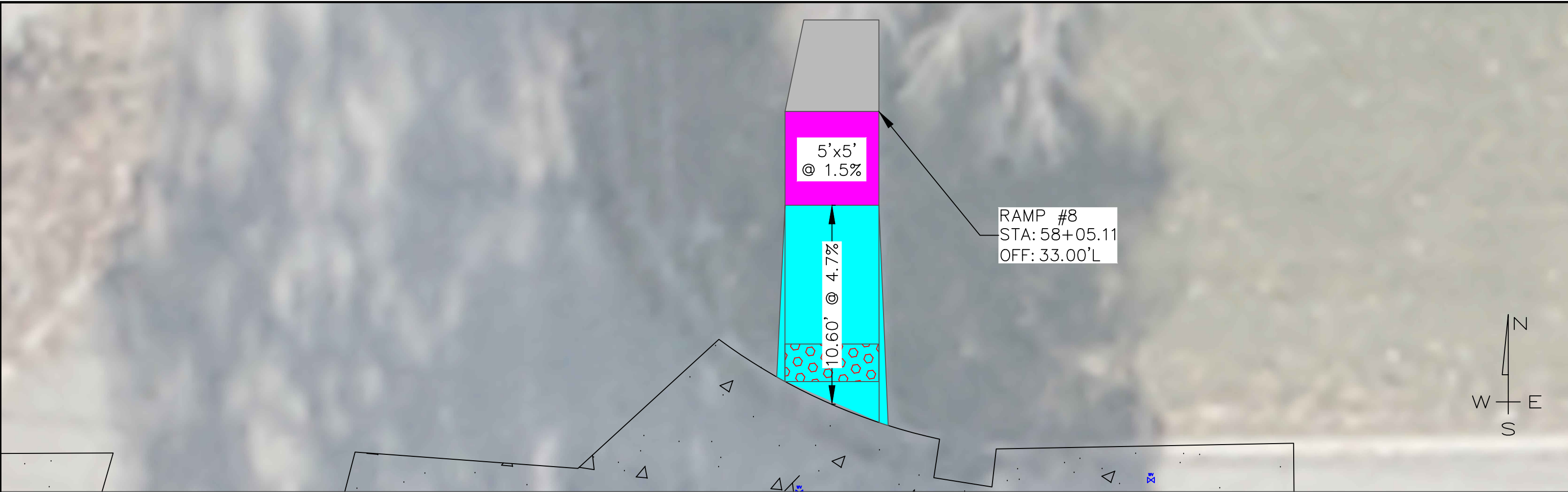
ADA TABULATIONS PHASE 3				
NO	LOCATION STATION	6" PCC (SY)	4" PCC (SY)	ADA PAD (SF)
1	13+90.43	7	0	10
2	19+09.88	12	0	13
3	26+17.04	5	0	10



ADA TABULATIONS PHASE 4				
NO	LOCATION STATION	6" PCC (SY)	4" PCC (SY)	ADA PAD (SF)
4	43+82.92	8	6	10
5	44+25.28	9	0	10



ADA TABULATIONS PHASE 5				
NO	LOCATION STATION	6" PCC (SY)	4"PCC (SY)	ADA PAD (SF)
6	47+32.22	4.5	6	10
7	47+32.86	3	9	10



ADA TABULATIONS PHASE 6					
NO	LOCATION STATION	6" PCC (SY)	4" PCC (SY)	ADA PAD (SF)	
8	58+05.11	9	2	10	



2025-01 PCC Patching Project

City of Newton, Iowa

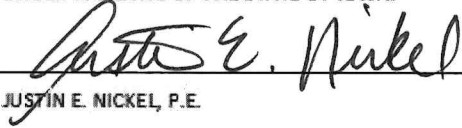
**PROJECT MANUAL
&
CONTRACT DOCUMENTS**

2025-01 PCC Patching Project

Table of Contents

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9. Performance, Payment and Maintenance Bond.....	27

City of Newton
Public Works Department
303 W 4th St N, Suite 501
Newton, IA 50208
Telephone (641) 792-6622

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
		
	JUSTIN E. NICKEL, P.E.	
	REG. NO. 18950	DATE: 3/3/2025
	MY LICENSE RENEWAL DATE IS Dec. 31, 2025	
PAGES OR SHEETS COVERED BY THIS SEAL:		
Entire Document		

NOTICE TO BIDDERS
CITY OF NEWTON, IOWA PUBLIC IMPROVEMENT PROJECT

Sealed bids for the work comprising the improvement as stated below must be filed before 11:00 am on April 10, 2025, in the office of the Public Works Director, 303 W 4th St N, Suite 501, Newton, IA.

Sealed proposals will be opened and bids tabulated at 11:00 am on April 10, 2025, in the Public Works Office, 303 W 4th St N, Suite 501, Newton, IA, for consideration by the Newton City Council at its meeting on April 21, 2025; at the Newton City Council Chambers. The City of Newton reserves the right to reject any and all bids.

Work on the improvement shall commence upon approval of the contract by the Council and issuance of the Notice to Proceed, and be completed as stated below.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. Said corporate surety bond shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Newton from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after acceptance of the contract. Said bid security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Newton reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

The City of Newton, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor shall fully complete the project on or before October 31, 2025, 2025. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500.00 per calendar day will be assessed for work not completed within the designated contract term.

The City of Newton does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

Copies of the contract bid documents and plans are available at no cost from the City of Newton Public Works Office, 303 W 4th St N, Suite 501, Newton, IA.

General Nature of Public Improvement:

2025-01 PCC Patching Project

The **2025-01 PCC Patching Project** is a public improvement project aimed at enhancing the infrastructure within the City of Newton. The base bid includes several tasks to repair, adjust, and improve roadways and utility structures in six specific locations across the city. These tasks included but are not limited to as follows

1. **Full Depth PCC Patches:** 5,667 square yards (SY) of concrete pavement patches will be carried out to address areas with significant deterioration.
2. **Manhole Adjustments:** 17 minor manhole adjustments will be completed to ensure manholes are level with the surrounding pavement for better accessibility and safety.
3. **Intake Adjustments:** 7 intake adjustments are planned to ensure proper drainage and prevent flooding or water buildup on road surfaces.
4. **Water Valve Adjustments:** 4 water valve adjustments will be made to ensure that water valves are flush with the pavement surface and accessible.
5. **ADA Ramps:** 8 ADA-compliant ramps will be installed to improve accessibility for people with disabilities at intersections or sidewalks.
6. **Pavement Widening:** 268 square yards (SY) of pavement will be widened in specific areas to improve road capacity and traffic flow.

Additionally, the **Bid Alternate 1** includes:

1. **Full Depth PCC Patches:** 1,901 square yards (SY) of additional patches to address more damaged areas.
2. **Manhole Adjustments:** 5 additional minor manhole adjustments.
3. **Water Valve Adjustments:** 2 additional water valve adjustments.
4. **ADA Ramp:** 1 additional ADA-compliant ramp.

This project aims to improve the structural integrity of the city's roads, make adjustments for better water management, enhance the accessibility of the infrastructure, and ensure the safety and comfort of the residents and visitors in the area.

The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before on or before October 31, 2025.

This Notice is given by authority of the City of Newton

/s/ _____
Katrina Davis, City Clerk, City of Newton,

Iowa

INSTRUCTIONS TO BIDDERS

Project Name: 2025-01 PCC Patching Project

The work comprising the above referenced project shall be constructed in accordance with the 2024 edition of the SUDAS Standard Specifications and as further modified by the 2024 City of Newton Supplemental Specifications to said SUDAS Standard Specifications, and project plans and special conditions in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the City of Newton. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. **The bid proposal and Bidder Status Form shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder**, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the **appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope**. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form (blank form included in Project Manual)</u>
2.	
3.	
4.	
5.	
6.	

- Part G – Identity of Bidder

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

SPECIAL CONDITIONS
2025-01 PCC Patching Project

Index

- | | |
|------------------------------|-----------------------|
| 1. INTENT | 6. SALES TAX |
| 2. ORDER OF CONSTRUCTION | 7. CONSTRUCTION WATER |
| 3. PROJECT COMPLETION | 8. BIDDER STATUS FORM |
| 4. NOTIFICATION OF UTILITIES | 9. FIELD TESTS |
| 5. PERMITS AND FEES | |

1. INTENT:

- 1.1 Where these “Special Conditions” are in conflict with the “Instruction to Bidders”, “General Requirements or Statewide Urban Design and Specifications Program – Standard Specifications Manual (SUDAS), 2024 Edition”, these “Special Conditions” shall apply.
- 1.2 It is automatically understood that all references to “Jurisdiction” in the Statewide Urban Design and Specifications Program – Standard Specifications Manual (SUDAS), 2024 Edition means one and the same as the City of Newton.

2. ORDER OF CONSTRUCTION:

- 2.1 The contractor shall coordinate work with the Public Works Director to assure orderly and expeditious progress of the work.

3. PROJECT COMPLETION:

- 3.1 The work shall commence upon issuance of the Notice to Proceed, and shall be completed per Part D – General of the Proposal section of the Project Manual and Contract Documents.

4. NOTIFICATION OF UTILITIES:

- 4.1 The contractor shall be responsible for the notification of all utility companies at least 48 hours prior to construction through the Iowa One-Call so that adequate provisions can be made for the location of utilities and any relocation that may be necessary.
- 4.2 In performing the work, the contractor shall exercise care to not disrupt utility service. In the event of disruption, the contractor shall immediately notify the proper utility company and repair made promptly and holds harmless the City of Newton and any property owner from any claim of damage caused by such disruption.
- 4.3 The contractor shall be responsible for damages to utilities that have been located.

5. PERMITS AND FEES:

- 5.1 All applicable building, mechanical, electrical, and/or plumbing permits shall be obtained prior to the beginning of work.
- 5.2 City of Newton permit fees shall be waived.

6. SALES TAX:

- 6.1 Owner is exempt from Iowa state sales taxes and local option sales taxes on all materials and equipment to be incorporated in the work. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
- 6.2 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The listing shall include the Federal Employer Identification Number (FEIN) for the Contractor and each subcontractor.
- 6.3 The Owner will complete an on-line application to register this Contract with the Iowa Department of Revenue and Finance and will furnish the Contractor and all listed subcontractors with an authorization letter and Tax Exemption Certificate for use in the purchase of supplies and materials to be incorporated into the Work. The Contractor and

subcontractors may make copies of the tax exemption certificates and authorization letters and provide a copy to each supplier providing construction materials to be incorporated into this project.

6.4 If on-line registration is not available from the Department of Revenue and Finance at the time this Contractor is approved by the Owner, the Contractor shall pay all applicable Iowa sales/use taxes and submit a form 35-002 to the Owner for all Iowa sales/use tax paid. The Owner will subsequently refund to the Contractor the amount of taxes paid and certified on form 35-002. Refunds will only be provided if the on-line registration is not available, not at the Contractor's option.

6.5 The Contractor shall be responsible for complying with all applicable provisions of Iowa Code Section 422.

7. CONSTRUCTION WATER:

7.1 The owner will not supply construction water. The contractor may contact Newton Waterworks at 641-792-2003 to arrange the rental of a hydrant meter, and shall be responsible for all costs to rent the hydrant meter and to pay for water usage.

8. BIDDER STATUS FORM:

8.1 All contractors shall complete the Bidder Status Form included in the Project Manual, and submit it with their proposal as noted in the Instruction to Bidders and Part F – Additional Requirements of the Proposal.

9. FIELD TEST:

9.1 Certified Plant inspection, density analysis and air void testing provided by the contractor for both phases.

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Newton, Iowa, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Public Works Director, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION:

2025-01 PCC Patching Project

The **2025-01 PCC Patching Project** is a public improvement project aimed at enhancing the infrastructure within the City of Newton. The base bid includes several tasks to repair, adjust, and improve roadways and utility structures in six specific locations across the city. These tasks included but are not limited to as follows

7. **Full Depth PCC Patches:** 5,667 square yards (SY) of concrete pavement patches will be carried out to address areas with significant deterioration.
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Additionally, the **Bid Alternate 1** includes:

5. **Full Depth PCC Patches:** 1,901 square yards (SY) of additional patches to address more damaged areas.
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7. **Water Valve Adjustments:** 2 additional water valve adjustments.
8. **ADA Ramp:** 1 additional ADA-compliant ramp.

This project aims to improve the structural integrity of the city's roads, make adjustments for better water management, enhance the accessibility of the infrastructure, and ensure the safety and comfort of the residents and visitors in the area.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, payment, and maintenance bond; and
2. Provide proof of insurance in accordance with Section 1070 of the 2024 edition of the SUDAS Standard Specifications.
3. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
4. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project on or before October 31, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

(CONT. – PROPOSAL)

Project Name: 2025-01 PCC Patching Project

4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>complete & include Bidder Status Form with Proposal</u>
2.	<u></u>
3.	<u></u>
4.	<u></u>
5.	<u></u>
6.	<u></u>

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Joint-venture: all parties must join-in and
execute all documents

☐ Other

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number
shall result in the bid being read under
advisement. A contract will not be executed
until the Contractor is registered.

By

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above.**

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies,
facsimiles, or electronic signatures will not be accepted.**

(CONT. – PROPOSAL)

Project Name: 2025-01 PCC Patching Project
PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	2010-108-E-1	CLASS 10 EXCAVATION:	CY	114		
2	5020-108-F	WATER VALVE ADJUSTMENT, MINOR:	EA	4		
3	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR:	EA	14		
4	6010-108-E-1	INTAKE ADJUSTMENT, MINOR:	EA	7		
5	6010-108-H-1	REMOVAL OF FLUSH TANK AND MANHOLE:	LS	1		
6	7010-108-k-3	7"PCC PAVEMENT WIDENING:	SY	268		
7	7030-108-A-0	REMOVAL OF SIDEWALK:	SY	64		
8	7030-108-E-0	PCC SIDEWALK 4"	SY	21		
9	7030-108-E-0	PCC SIDEWALK 6":	SY	48.5		
10	7030-108-E-0	PCC DRIVEWAY 6"	SY	44		
11	7030-108-G-0	DETECTABLE WARNINGS:	SF	73		
12	7040-108-A-1	FULL DEPTH PATCHING, PCC:	SY	5667		
13	7040-108-I-3	CURB AND GUTTER REMOVAL:	LF	288		
14	8030-A-1	TEMPORARY TRAFFIC CONTROL:	LS	1		
15	9010-A-1	SEEDING:	ACER	0.07		
Total						

ADD ALTERNATE 1						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
A1	2010-108-E-1	CLASS 10 EXCAVATION:	CY	2		
A2	5020-108-F	WATER VALVE ADJUSTMENT, MINOR:	EA	2		
A3	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR:	EA	5		
A4	6010-108-E-1	INTAKE ADJUSTMENT, MINOR:	EA	2		
A5	7030-108-A-0	REMOVAL OF SIDEWALK:	SY	11		
A6	7030-108-E-0	PCC SIDEWALK 4"	SY	2		
A7	7030-108-E-0	PCC SIDEWALK 6":	SY	9		
A8	7030-108-G-0	DETECTABLE WARNINGS:	SF	10		
A9	7040-108-A-1	FULL DEPTH PATCHING, PCC:	SY	1901		
A10	8030-A-1	TEMPORARY TRAFFIC CONTROL:	LS	1		
Total						

(CONT. – PROPOSAL)

Project Name: 2025-01 PCC Patching Project

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

ITEM 1 - Bidder Status Form shall be included as an attachment to this Proposal.

BID BOND

Bid Bond Form

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal,
and _____, as Surety, are held
and firmly bound unto the City of Newton, Iowa, as Oblige, (hereinafter referred to as "the
Jurisdiction"), in the penal sum of _____

_____ Dollars and _____ Cents (\$_____
____), or _____ percent of the amount bid in lawful money of the United States, for which payment
said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the
Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into
a contract in writing, for the following described improvements;

2025-01 PCC Patching Project

The **2025-01 PCC Patching Project** is a public improvement project aimed at enhancing the
infrastructure within the City of Newton. The base bid includes several tasks to repair, adjust,
and improve roadways and utility structures in six specific locations across the city. These tasks
included but are not limited to as follows

13. **Full Depth PCC Patches:** 5,667 square yards (SY) of concrete pavement patches will
be carried out to address areas with significant deterioration.
14. **Manhole Adjustments:** 17 minor manhole adjustments will be completed to ensure
manholes are level with the surrounding pavement for better accessibility and safety.
15. **Intake Adjustments:** 7 intake adjustments are planned to ensure proper drainage and
prevent flooding or water buildup on road surfaces.
16. **Water Valve Adjustments:** 4 water valve adjustments will be made to ensure that water
valves are flush with the pavement surface and accessible.
17. **ADA Ramps:** 8 ADA-compliant ramps will be installed to improve accessibility for people
with disabilities at intersections or sidewalks.
18. **Pavement Widening:** 268 square yards (SY) of pavement will be widened in specific
areas to improve road capacity and traffic flow.

Additionally, the **Bid Alternate 1** includes:

9. **Full Depth PCC Patches:** 1,901 square yards (SY) of additional patches to address
more damaged areas.
10. **Manhole Adjustments:** 5 additional minor manhole adjustments.
11. **Water Valve Adjustments:** 2 additional water valve adjustments.
12. **ADA Ramp:** 1 additional ADA-compliant ramp.

This project aims to improve the structural integrity of the city's roads, make adjustments for
better water management, enhance the accessibility of the infrastructure, and ensure the safety
and comfort of the residents and visitors in the area.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in
no way impaired or affected by any extension of the time within which the Jurisdiction may accept
such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree
that the venue thereof shall be Jasper County, State of Iowa. If legal action is required by the
Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the
monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay
the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of
this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and

(CONT. BID BOND)

Project Name: 2025-01 PCC Patching Project

not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By _____
Bidder

Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, ZIP: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, ZIP: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, ZIP: _____

You may attach additional sheets if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation:

You may attach additional sheets if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____

Date: _____

**You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.**

This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the Corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of State nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been cancelled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of State that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or cancelled.

CONTRACT DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, _____, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Public Works Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2024 Edition of the SUDAS Standard Specifications, the 2024 City of Newton Supplemental Specifications to said SUDAS Standard Specifications and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2025-01 PCC Patching Project

The **2025-01 PCC Patching Project** is a public improvement project aimed at enhancing the infrastructure within the City of Newton. The base bid includes several tasks to repair, adjust, and improve roadways and utility structures in six specific locations across the city. These tasks included but are not limited to as follows

19. **Full Depth PCC Patches:** 5,667 square yards (SY) of concrete pavement patches will be carried out to address areas with significant deterioration.
20. **Manhole Adjustments:** 17 minor manhole adjustments will be completed to ensure manholes are level with the surrounding pavement for better accessibility and safety.
21. **Intake Adjustments:** 7 intake adjustments are planned to ensure proper drainage and prevent flooding or water buildup on road surfaces.
22. **Water Valve Adjustments:** 4 water valve adjustments will be made to ensure that water valves are flush with the pavement surface and accessible.
23. **ADA Ramps:** 8 ADA-compliant ramps will be installed to improve accessibility for people with disabilities at intersections or sidewalks.
24. **Pavement Widening:** 268 square yards (SY) of pavement will be widened in specific areas to improve road capacity and traffic flow.

Additionally, the **Bid Alternate 1** includes:

13. **Full Depth PCC Patches:** 1,901 square yards (SY) of additional patches to address more damaged areas.
14. **Manhole Adjustments:** 5 additional minor manhole adjustments.
15. **Water Valve Adjustments:** 2 additional water valve adjustments.

16. **ADA Ramp:** 1 additional ADA-compliant ramp.

This project aims to improve the structural integrity of the city's roads, make adjustments for better water management, enhance the accessibility of the infrastructure, and ensure the safety and comfort of the residents and visitors in the area.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project on or before October 31, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred dollars (\$ 500.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: 2025-01 PCC Patching Project

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)

ATTEST:

By _____

Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

(CONT. CONTRACT)

Project Name: 2025-01 PCC Patching Project

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	2010-108-E-1	CLASS 10 EXCAVATION:	CY	114		
2	5020-108-F	WATER VALVE ADJUSTMENT, MINOR:	EA	4		
3	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR:	EA	14		
4	6010-108-E-1	INTAKE ADJUSTMENT, MINOR:	EA	7		
5	6010-108-H-1	REMOVAL OF FLUSH TANK AND MANHOLE:	LS	1		
6	7010-108-k-3	7"PCC PAVEMENT WIDENING:	SY	268		
7	7030-108-A-0	REMOVAL OF SIDEWALK:	SY	64		
8	7030-108-E-0	PCC SIDEWALK 4"	SY	21		
9	7030-108-E-0	PCC SIDEWALK 6":	SY	48.5		
10	7030-108-E-0	PCC DRIVEWAY 6"	SY	44		
11	7030-108-G-0	DETECTABLE WARNINGS:	SF	73		
12	7040-108-A-1	FULL DEPTH PATCHING, PCC:	SY	5667		
13	7040-108-I-3	CURB AND GUTTER REMOVAL:	LF	288		
14	8030-A-1	TEMPORARY TRAFFIC CONTROL:	LS	1		
15	9010-A-1	SEEDING:	ACER	0.07		
Total						

ADD ALTERNATE 1						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
A1	2010-108-E-1	CLASS 10 EXCAVATION:	CY	2		
A2	5020-108-F	WATER VALVE ADJUSTMENT, MINOR:	EA	2		
A3	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR:	EA	5		
A4	6010-108-E-1	INTAKE ADJUSTMENT, MINOR:	EA	2		
A5	7030-108-A-0	REMOVAL OF SIDEWALK:	SY	11		
A6	7030-108-E-0	PCC SIDEWALK 4"	SY	2		
A7	7030-108-E-0	PCC SIDEWALK 6":	SY	9		
A8	7030-108-G-0	DETECTABLE WARNINGS:	SF	10		
A9	7040-108-A-1	FULL DEPTH PATCHING, PCC:	SY	1901		
A10	8030-A-1	TEMPORARY TRAFFIC CONTROL:	LS	1		
Total						

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SAMPLE

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as
Principal (hereinafter the "Contractor" or "Principal" and
_____, as Surety are held and firmly bound unto
the City of Newton, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
_____ dollars
and _____ cents (\$ _____), lawful money of the United States, for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal
representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a
contract with the Jurisdiction, bearing date the _____ day of _____,
_____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to
construct the following described improvements:

2025-01 PCC Patching Project

The **2025-01 PCC Patching Project** is a public improvement project aimed at enhancing the
infrastructure within the City of Newton. The base bid includes several tasks to repair, adjust,
and improve roadways and utility structures in six specific locations across the city. These tasks
included but are not limited to as follows

25. **Full Depth PCC Patches:** 5,667 square yards (SY) of concrete pavement patches will
be carried out to address areas with significant deterioration.
26. **Manhole Adjustments:** 17 minor manhole adjustments will be completed to ensure
manholes are level with the surrounding pavement for better accessibility and safety.
27. **Intake Adjustments:** 7 intake adjustments are planned to ensure proper drainage and
prevent flooding or water buildup on road surfaces.
28. **Water Valve Adjustments:** 4 water valve adjustments will be made to ensure that water
valves are flush with the pavement surface and accessible.
29. **ADA Ramps:** 8 ADA-compliant ramps will be installed to improve accessibility for people
with disabilities at intersections or sidewalks.
30. **Pavement Widening:** 268 square yards (SY) of pavement will be widened in specific
areas to improve road capacity and traffic flow.

Additionally, the **Bid Alternate 1** includes:

17. **Full Depth PCC Patches:** 1,901 square yards (SY) of additional patches to address
more damaged areas.
18. **Manhole Adjustments:** 5 additional minor manhole adjustments.
19. **Water Valve Adjustments:** 2 additional water valve adjustments.
20. **ADA Ramp:** 1 additional ADA-compliant ramp.

This project aims to improve the structural integrity of the city's roads, make
adjustments for better water management, enhance the accessibility of the
infrastructure, and ensure the safety and comfort of the residents and
visitors in the area

and to faithfully perform all the terms and requirements of said Contract within the time therein
specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in, which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2) year(s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be

limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Jasper County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

(CONT. – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CONT. – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

PRINCIPAL:

Contractor

By: _____

Signature

Title

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

SURETY:

Surety Company

By: _____

Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
Acushnet Company	Golf	Merchandise	\$ 3,218.46
Airgas USA LLC	Fire	Supplies	\$ 375.40
Alliant Energy/IPL	All	Utilities	\$ 66,311.79
Alphacard	Maytag Pool	Supplies	\$ 271.14
Amazon Capital Services	All	Supplies	\$ 2,730.12
American Business Phones	Planning & Zoning	Utilites	\$ 2,860.00
American Legal Publishing Corporation	Administration	Service	\$ 5.85
American Red Cross	Maytag Pool	License	\$ 300.00
Armor Equipment	Water Pollution Control	Supplies	\$ 1,365.13
Ascendance Trucks Midwest LLC	City Garage	Supplies	\$ 998.07
Baker Group	City Center	Service	\$ 1,794.00
Bolton & Menk Inc	All	Service	\$ 79,926.75
Bound Tree Medical LLC	Fire	Supplies	\$ 3,474.86
Brick Gentry P.C.	Legal Services	Service	\$ 37,480.00
Brisel, Dustin	Police	Reimbursement	\$ 56.00
Britton, Julie	Police	Reimbursement	\$ 229.93
Cablecast Community Media	Administration	Service	\$ 800.00
Caldwell Brierly & Chalupa PLLC	D&D	Services	\$ 1,170.00
Card Services	All	Service	\$ 5,480.44
Carter, Nick	Building	Refund	\$ 250.00
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 2,275.00
Chamber of Commerce	Community Marketing	Service	\$ 110.00
Cintas	Water Pollution Control	Supplies	\$ 62.26
Computer Resource Specialists	Administration	Service	\$ 135.00
Continental Research	City Garage	Supplies	\$ 328.65
Cupples, Shawn	Utility Billing	Refund	\$ 852.55
Davis Equipment Corp	Golf	Supplies	\$ 471.84
Dell Marketing L.P.	Golf	Supplies	\$ 475.95
DIAL / Spa & Pool Facility	Maytag Pool	License	\$ 105.00
Des Moines Stamp Mfg	City Garage	Supplies	\$ 121.00
Dinges Fire Company	Fire	Service	\$ 66.43
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 1,617.64
Drunk Busters of America LLC	Police	Supplies	\$ 238.00
EZ Lease	Fire / WPC	Services	\$ 251.01
Farnsworth Group Inc	Street	Service	\$ 4,283.47
Fink, Keith	Engineering	Reimbursement	\$ 16.43
Fire Service Training Bureau	Fire	Service	\$ 200.00
Flock Group Inc	Police RESO 2023-393	Supplies	\$ 30,000.00
Forbes Office Solutions	All	Supplies	\$ 539.70
Galls LLC	Fire / Police	Supplies	\$ 240.74
Garcia, Jose	Police	Reimbursement	\$ 347.96
GFS Automotive	Fire	Service	\$ 166.43
Girard & Associates	Fire	Service	\$ 450.00
Grainger Inc	Water Pollution Control	Supplies	\$ 197.29
Gralnek-Dunitz	Water Distribution	Supplies	\$ 65.86
Gregg Young Auto Center	Parks / Police	Service	\$ 983.18
Hach Co	Water Treatment Plant	Supplies	\$ 89.25

Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 4,196.00
HD Supply	Landfill	Supplies	\$ 104.31
Hillyard / Des Moines	Fire	Supplies	\$ 508.17
HLW Engineering Group	Landfill	Service	\$ 1,500.00
Home Instead Senior Care	Utility Billing	Refund	\$ 28.30
Hometown Press	Landfill	Supplies	\$ 102.64
I & S Group Inc	Golf Clubhouse	Service	\$ 3,580.00
IAPFC	Fire	Service	\$ 140.00
IMFOA	Admin /Executive	Training	\$ 400.00
IMWCA	All	Service	\$ 6,505.88
Inland Truck Parts Co	City Garage	Supplies	\$ 412.31
Iowa Fire Marshals Association	Fire	Service	\$ 100.00
Iowa League of Cities	Executive	Training	\$ 150.00
Iowa One Call	Engineering / WPC	Service	\$ 57.30
J Higgins	Fire	Supplies	\$ 86.00
Jasper Construction Services	Water Distribution / WPC	Supplies	\$ 113.98
Jasper County Sheriff	Fire	Service	\$ 1,350.00
JETCO Inc	Water Treatment Plant	Services	\$ 681.25
Johnson Aviation	Airport	Service	\$ 55.78
Key Cooperative	All	Fuel	\$ 14,070.29
Kirkham Michael	Airport RESO 2025-022	Services	\$ 54,490.69
Laboratory Corp of America Holdings	Fire	Service	\$ 55.30
Lawson Products Inc	Snow Removal	Supplies	\$ 212.80
Lynch Dallas PC	Legal Services	Service	\$ 1,050.00
Martin Marietta Materials	Snow Removal / Street	Supplies	\$ 4,336.51
Maxim Advertising	Administration	Service	\$ 215.00
Mellen & Associates	Water Treatment Plant	Supplies	\$ 2,134.71
Menards-Ankeny	Golf	Supplies	\$ 842.46
MercyOne Newton	Executive	Service	\$ 1,140.00
MercyOne Occupational Health Clinic	Fire	Service	\$ 990.00
Metering and Technology Solutions	Water Dist RESO 2025-014	Supplies	\$ 20,598.48
Microbac Laboratories Inc	Water Distribution / WPC	Services	\$ 4,493.50
Mid Country Machinery Inc	Water Distribution	Supplies	\$ 423.42
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 16,469.01
Mohler, Dan	Utility Billing	Refund	\$ 17.29
MTI Distributing Inc	Golf	Supplies	\$ 45,711.79
Municipal Collections of America Inc	Fire	Refund	\$ 2,779.31
Municipal Supply Inc	Water Distribution / WPC	Supplies	\$ 46,513.91
Murphy Tractor / PowerPlan	Landfill	Supplies	\$ 500.19
NAPA Auto Parts	All	Supplies	\$ 1,640.38
National Railroad Safety Services Inc	Engineering	Training	\$ 180.00
News Printing Company	All	Services	\$ 5,970.05
Newton Clinic PC	Fire	Service	\$ 370.80
Newton Community School	Police	Supplies	\$ 9.50
Newton Main Street	Executive	Service	\$ 350.00
Niemann Ace Hardware 650	All	Supplies	\$ 266.97
O'Reilly Auto Parts	All	Supplies	\$ 463.43
Parkview Animal Hospital	Animal Control	Service	\$ 571.50
Per Mar Security Services	Landfill	Service	\$ 226.56
Petty Cash - Public Works	Disaster Services	Supplies	\$ 8.96
Phelps Uniform Specialists	All	Service	\$ 159.65
Pittman, Keith	Police	Reimbursement	\$ 142.22

Premier Office Equipment	Police / Finance	Service	\$ 606.15
Quill Corporation	Fire / P & Z	Supplies	\$ 93.21
R&R Products Inc	Golf	Supplies	\$ 241.80
Ryan's Tire & Auto	Golf	Supplies	\$ 215.00
Schneider Geospatial LLC	All RESO 2025-043	Services	\$ 27,017.00
Smith, Anissa	Utility Billing	Refund	\$ 16.58
Smith Quality Rental	Fire	Supplies	\$ 85.00
Spahn & Rose Lumber Co	All	Supplies	\$ 169.14
State Hygienic Laboratories	Water Distribution	Services	\$ 21.00
State Steel of Des Moines	Landfill / Snow Removal	Supplies	\$ 456.96
Sullivan Auto Body	Fire	Service	\$ 1,400.20
Superior Welding Supply	City Garage	Supplies	\$ 97.15
T Mobile	All	Supplies	\$ 1,072.08
T2 Systems Inc	Police	Service	\$ 59.76
Tameca's Elite Styles	Utility Billing	Refund	\$ 31.34
Teleflex LLC	Fire	Supplies	\$ 1,330.00
Theisen's	All	Supplies	\$ 1,146.05
TK Elevator	City Center	Service	\$ 211.89
Two Rivers Cooperative	All	Fuel	\$ 4,020.97
ULINE	Water Pollution Control	Supplies	\$ 40.50
United Healthcare Ins Co	Fire	Refund	\$ 58.81
United States Cellular	Golf / Water Treatment	Utilities	\$ 749.37
USPS	Utility Billing / WPC	Services	\$ 8,400.00
Veenstra & Kimm Inc	Building	Services	\$ 3,999.00
Ventling, Elizabeth	Parks	Reimbursement	\$ 293.68
Volk, Ryan	Fire	Reimbursement	\$ 10.00
Warnick Mechanical	Police	Service	\$ 467.40
Watts Technologies Inc	Utility Billing	Services	\$ 300.00
Wells Fargo Financial Leasing Inc	Utility Billing	Services	\$ 206.38
Williams Scotsman Inc	Golf	Service	\$ 1,884.00
Winchell, Wayne	Police	Reimbursement	\$ 229.31
Windstream	Police	Utilities	\$ 138.04
Total			\$ 556,332.95

Pre-Authorized Payments

AT&T Mobility	Police	Utilities	\$ 306.89
Beverage Distributors of Iowa	Golf	Concessions	\$ 386.88
Black Hills Energy	All	Utilities	\$ 7,536.07
Capital One	All	Supplies	\$ 564.33
Dinges Fire Company	Fire	RESO 2024-215	\$ 7,196.00
Doll Distributing	Golf	Concessions	\$ 593.20
Iowa Beverage Systems	Golf	Concessions	\$ 440.80
Johnson Brothers of Iowa	Golf	Concessions	\$ 652.80
Newton Senior Residence	Property Tax Rebate FY24/25	RESO 2025-064	\$ 25,000.00
T Mobile	Police	Utilities	\$ 566.80
Van Maanen Electric	Disaster Services	RESO 2024-035	\$ 550.40
Windstream	Airport / City Center	Utilities	\$ 911.86
Total:			\$ 44,706.03

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title V, Chapter 54, Waterworks Section 54.02 – 54.19 by adding or deleting language

Summary:

amending Waterworks code to reference Utilities Department, instead of Public Works, adding language from former “Rules of Operations” into the city code and numerous other updates.

Financial Impact:

Estimated increase in annual revenue \$15,000.

Report Number: 2025-200**Date:**

March 17, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

When the governance of the waterworks was placed under the city council, the Divisions of Water Treatment and Water Distribution were placed under the Department of Public Works. In November of 2022 Newton City Council approved a reorganization, creating a new Utilities Department, placing waterworks under the Department of Utilities. Numerous language changes throughout this ordinance are to reflect the Department of Utilities, versus Public Works, other changes include:

- 54.10 CONNECTION TO WATER MAIN Updating requirements for service line connections
- 54.11 MAINTENANCE OF SERVICE LINE. Adding language for clarification and actions for failure to maintain private water service lines
- 54.12 WATER METERS. Adding “remote radio read endpoints” language
- 54.13 EXTENSION OF DISTRIBUTION WATER MAINS. Adding language to the ordinance, that exists in the former Waterworks Board of Trustees, Water Customer Service Handbook “Rules of Operations”
- 54.17 SHUT OFF OF SERVICE. Adding language for discontinuing service for non-compliance with the city code
- 54.19 FEE SCHEDULE. Adjusting fees schedule for NSF, account set up, removing discount for paying by due date, adjusting late fee charge, adding late fee or discontinue of service for non-compliance of backflow testing
- 54.19 FEE SCHEDULE. Adding existing tap fee schedule and existing Capital Recovery Charge fee schedule to the ordinance fee schedule.

Recommendation:

Approval of the proposed ordinance

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025,
TITLE V, CHAPTER 54 WATERWORKS, SECTION 54.02 - 54.19 BY ADDING OR DELETING
LANGUAGE**

WHEREAS, at its March 18, 2022 meeting, the NWW Board of Trustees voted that the NWW Board of Trustees should be dissolved and that governance of NWW should be permanently placed with the Newton City Council; and

WHEREAS, the NWW Board of Trustees was originally established by election of the voters pursuant to Iowa Code §388.2; and

WHEREAS, Iowa Code §388.2 requires that a proposal to discontinue a utility board is subject to the approval of the voters of the City; and

WHEREAS, pursuant to Iowa Code §388.2(1)(b), a City can submit a proposal to discontinue the utility board at a general election, a regular city, election, or at a special election called for that purpose; and

WHEREAS, the City Council of the City of Newton, IA passed a resolution on April 18, 2022 setting a special City election on Tuesday, September 13, 2022, at which election the following question was submitted to the registered voters of the City of Newton, Iowa:

“Shall the Newton WaterWorks Board of Trustees be dissolved and the City Council of Newton, Iowa, in the County of Jasper, Iowa assume the obligations of managing and controlling the Newton WaterWorks.”; and

WHEREAS, Newton Waterworks was placed under the Department of Public Works; and

WHEREAS, In November of 2022 Newton City Council approved a reorganization, creating a new Utilities Department and placing waterworks under the Department of Utilities; and

WHEREAS, this requires numerous department reference language changes; and

WHEREAS, numerous other updates, including previously approved “rules of operation”, within the “Water Customer Service Handbook”, but were not included in the City of Newton code of ordinances, the changes are as follows:

CHAPTER 54: WATERWORKS

Section

- 54.01 Purpose
- 54.02 Powers and duties
- 54.03 Definitions
- 54.04 Control of funds
- 54.05 Accounting
- 54.06 Discriminatory rates illegal
- 54.07 Treasurer
- 54.08 Certification of unpaid water rates, charges to create lien on real property
- 54.09 Denial of application for service line
- 54.10 Connection to distribution water main
- 54.11 Maintenance of service line
- 54.12 Water meters
- 54.13 Extension of distribution water mains
- 54.14 Private fire protection

- 54.15 Information supplies to plumbers and interested parties
- 54.16 City not liable for damages by turning on water
- 54.17 Shut off of service
- 54.18 Private wells restricted
- 54.19 Fee schedule

§ 54.01 PURPOSE.

The purpose of this chapter is to provide for the operation of the municipally-owned Water Utility by City Council.

(Ord. 2421, passed 11-8-2022)

§ 54.02 POWERS AND DUTIES.

(A) Pursuant to an election, September 13, 2022 the City Council of Newton, Iowa, in the County of Jasper, Iowa; shall be the governing body of the Newton Waterworks Utility.

(B) The administrative management of the Waterworks Utility shall be under the direction of the City Administrator.

(C) The operations management of the Waterworks Utility shall be under the direction of the ~~Public Works~~Utilities Director, who shall function as its Director. In that capacity, the Director or the Director's designee shall supervise the day-to-day operation of the Waterworks Utility, shall enforce this chapter and the provisions of all ordinances and regulations adopted by the City Council and shall carry out the policy directives of the City Council acting in its role as governing body of the Waterworks Utility.

(D) The Waterworks Utility shall have the following powers, duties and responsibilities:

(1) Prepare ordinances as needed to implement this chapter and place them for consideration and adoption by the City Council, and adopt such regulations and procedures as are required to implement this chapter and carry out its duties and responsibilities.

(2) Administer the acquisition, design, construction, maintenance and operation of the Water Utility system, including capital improvements.

(3) Administer and enforce this chapter and all ordinances, regulations and procedures related to design, construction, maintenance, operation and alteration of the Water Utility system, including, but not limited to the quantity and quality of the Water Utility.

(4) Inspect private water systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted by this chapter.

(5) Review plans, approve or deny, inspect and accept extensions to the water system.

(6) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines, and other revenues of the Water Utility, and to make recommendations regarding adjustment to such fees, charges, fines and other revenues.

(7) Prepare and file an annual operating budget for the Water Utility and make recommendations regarding the financing of the cost of extending and replacing portions of the water system.

(8) Acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, repair, conduct, manage, and finance such facilities, operations, and activities, as are deemed by the city to be proper and reasonably necessary for a water system. These facilities may include, but are not limited to, wells, pumps, water treatment plant, maintenance buildings, transmission mains, ~~watertowers~~water towers, distribution mains and such other facilities relating to municipal Water Utility system.

(Ord. 2421, passed 11-8-2022)

§ 54.03 DEFINITIONS.

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

CITY. City of Newton Iowa, Newton Waterworks.

COMPLAINT. A statement or question by anyone, whether a Utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or Utility obligation.

CONTIGUOUS LOCATIONS. Those where one customer has more than one building on the same property or on adjacent property separated only by a public right-of-way.

CONTRACT. Any claim, account, demand against, or agreement with, the Utility, express or implied.

CONTRACTOR. Any person, firm, or corporation performing work for a customer.

CUSTOMER. Any person, firm, association, or corporation, any agency of the federal, state, or local government, or legal entity responsible by law for payment for the water from the Utility. In the case of a residence, CUSTOMER also means other adult persons occupying the residence.

DELINQUENT OR DELINQUENCY. An account for which a service bill or service payment agreement has not been paid in full on or before the last date for timely payment.

DISTRIBUTION WATER MAIN. Water pipe owned, operated or maintained by the city and used for the purpose of distribution of potable water.

DUAL PURPOSE WATER METER. A city owned and city furnished device used to measure the volume of water passing through the service line which is discharged into the city wastewater treatment facilities.

GOVERNING BODY. The City of Newton Iowa, City Council.

PREMISES. A tract of land, building, part of a building or facility to which water service is provided.

PRIVATE FIRE PROTECTION SYSTEMS. Connection from the distribution water mains to the building or point of service, including any and all of the following: pipe(s), valve(s), fire hydrant(s) and pump(s).

SERVICE AREA. The areas served by city water.

SERVICE LINE. The pipe laid from the distribution water main to the point of service or building served. The service line shall include tap, stop boxes, pipes and valves between the distribution water main and the water meter.

SERVICE RULES. These rules as adopted by the Newton City Council.

SINGLE PURPOSE WATER METER. A city-owned and city-furnished device used to measure the volume of water passing through the service line which is not discharged into the wastewater treatment facilities.

STOP BOX/CURB VALVE/CURB BOX. A shutoff valve on a service line that can be opened and closed from the surface of the ground.

TIMELY PAYMENT. A payment on a customer's account, made on or before the date shown on a current bill for service, or on a form which records an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account.

UTILITY. City of Newton Waterworks.

WATER METER. A city-owned and city-furnished device used to measure the volume of water passing through a service line.

(Ord. 2421, passed 11-8-2022)

§ 54.04 CONTROL OF FUNDS.

The City Council shall control revenues as all moneys derived from operations.

(Ord. 2421, passed 11-8-2022)

§ 54.05 ACCOUNTING.

Utility moneys must be held in a separate utility fund, with a separate account or accounts for each utility or combined utility system.

(Ord. 2421, passed 11-8-2022)

§ 54.06 DISCRIMINATORY RATES ILLEGAL.

A Utility may not provide use or service at a discriminatory rate, except to the city or its agencies, as provided in Iowa Code § 384.91.

(Ord. 2421, passed 11-8-2022)

§ 54.07 TREASURER.

The City Treasurer shall serve as the Treasurer of the Water Utility as provided by law.

(Ord. 2421, passed 11-8-2022)

§ 54.08 CERTIFICATION OF UNPAID WATER RATES, CHARGES TO CREATE LIEN ON REAL PROPERTY.

The provisions of Iowa Code § 384.84 are hereby adopted by reference the same as if fully set out herein, and hereby made applicable to water rates and charges established by the Newton City Council. Water rates and charges which remain unpaid in violation hereof shall be certified by Newton Waterworks staff to the Jasper County Treasurer, shall become a lien on the premises, and shall have such priority and be collectable as provided by said Iowa Code § 384.84.

(Ord. 2421, passed 11-8-2022)

§ 54.09 DENIAL OF APPLICATION FOR SERVICE LINE.

The Director of ~~Public Works~~Utilities may deny an application for a water service line when, in the judgment of the Director, the extension of a distribution water main rather than a service line is necessary to provide adequate service or to assure the future development of the city Water Utility.

(Ord. 2421, passed 11-8-2022)

§ 54.10 CONNECTION TO DISTRIBUTION WATER MAIN.

Water main taps. The Utility or the contractor may make taps to the city mains for water service connections, and install the corporation stop. If the installation requires a tapping valve and sleeve, the customer or contractor shall pay for this as part of service line. The customer is responsible for installation of the water service from the corporation stop or tapping valve and sleeve. Excavation of the water main shall be the responsibility of the plumbing contractor and must conform to the Utility's safety standards and be in full compliance with OSHA rules. The customer or plumber will be charged for the cost of the water main taps.

(A) Application for service. Application for water service line connections shall be made, in writing, to the Department of ~~Public Works~~Utilities by the owner of the property to be served or by the owner's agent. Such application shall state the official address(es) of the property to be served, the size of the pipe required and the approximate location.

(B) Service lines.

(1) Cost of installation to property owner. All service lines, including the connection to the distribution water main, shall be installed at the expense of the owner of the property to be served.

(2) New lines. The size of all new service lines shall be as set forth in the standards on file in the Department of ~~Public Works~~Utilities.

(a) when disconnecting a water service, Newton Water requires the old service line corporation stop be removed from the water main, if not being reused. Lead line corporation stops on the top of the water main cannot be reused and must be removed; this will require a new tap on the side of the water main at owner's expense.

(3) Adjacent private property. A water service line shall not be installed on adjacent private property unless the plans have been reviewed and approved by the Utility, and the property owner has procured an easement.

(4) Backflow prevention. The utility will require backflow prevention to be installed on new or replaced water lines where backflow is likely to result in contamination.

(a) Backflow devices installed will be required to meet the minimum requirement for containment. This means that the device will protect the potable water source from actual or potential connection, physical or otherwise, between the city potable water supply system and any plumbing fixture or tank, receptacle, equipment, or device, through which it may be possible for non-potable, used unclean, polluted, and contaminated water, or other substance, to enter into any part of the potable water system under any condition.

~~(b) The Utility will recommend the appropriate piping arrangement and type of backflow preventer based on the degree of hazard that will be encountered. The unit must be installed as close to the service entrance as possible.~~

(c) Backflow prevention is required on all service piping where there is a potential exposure to contamination. A licensed installer and tester shall inspect the device, upon installation.

(d) The customer shall be responsible for having the backflow device tested annually by a licensed tester, and the result shall be forwarded to the Utility, or utilities administrator of the program for documentation.

(5) Separate connections. There shall be separate service lines from the distribution water main to each building service. Such service lines shall be installed according to the standards adopted by City Council, except as follows here and elsewhere in these rules.

(a) Multiple occupancy buildings. Each unit shall be considered a separate customer and shall be metered and billed separately; except service to apartments or offices under one roof in which the owner or landlord assumes responsibility for payment of water consumed by the tenants, and may be billed under one meter.

(b) Combined bill. Any firm or corporation under one roof or group of buildings at one contiguous location separated only by public property, may be furnished water through one or several meters. At the discretion of the utility, customers served by more than one meter may receive a combination usage bill.

(c) Mobile home parks. Each mobile home park shall be considered a single customer, served by one meter, and shall be billed accordingly. Water shall be billed to the owner or designee at the multi-family rate using commercial water rate schedule.

(d) Subdivisions. At the Utility's discretion, a master meter may be required to meter a whole subdivision. This is used when the Utility does not maintain the water main system within the subdivision. This meter shall be billed at the multi-family rate.

(6) Extension. After a service line has been laid, no person shall make any attachment or connection to said service line in order to serve any other property or buildings.

(7) Shutoff required.

(a) An outside ~~stop box~~curb valve shall be provided for each individual building or property for each service line, shall be located between the curb and property line, shall be visible from the

sidewalk or public right of way and be accessible to the city. For a building or dwelling with more than one dual purpose water meter, an individual shutoff valve shall be provided for each such meter. This can either be done by installing a separate outside ~~stop box~~curb valve for each meter or by installing the shutoff valves and meters in a common utility space. If the shutoff valves are located in a utility space, access to this space must be provided to the city, including a key. This requirement shall also pertain to an existing building that is being modified to provide for multiple meters.

(b) For those buildings so modified prior to October 3, 2022; where no common utility space with outside access is available, the account(s) attributable to the ~~stop box~~curb valve shall be placed in the property owner's name, unless otherwise agreed upon in writing by the ~~Public Works~~Utilities Director.

(Ord. 2421, passed 11-8-2022)

§ 54.11 MAINTENANCE OF SERVICE LINE.

(a) All service lines shall be maintained at the expense of the owner of the property. Any leak or other defect in the service line shall be promptly repaired by the owner. If not repaired promptly, the water may, after written notice to the owner, be turned off by the city, until such repairs have been made.

(b) RESPONSIBILITY FOR WATER SERVICE PIPE.

All costs and expenses incident to the installation, connection and maintenance of the water service pipe from the main to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

(c) FAILURE TO MAINTAIN.

When any portion of the water service pipe, which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance the City may do so and assess the costs thereof to the property.

(A) Vacant structure service lines. All service lines which are not currently active shall continue to pay the fees, as set forth in the schedule of fees (§ 54.19), unless the service line is permanently disconnected from the distribution main.

(B) Demolition of property. All service lines which are no longer used must be permanently closed off at the distribution water main at the expense of the property owner. This work shall be completed at the time of demolition. If not completed in the required time, the city or its agent, after written notice to the owner, shall complete the work and bill the property owner, if not paid shall assess the costs to the owner of the property.

(Ord. 2421, passed 11-8-2022)

§ 54.12 WATER METERS.

(A) Metered water required.

(1) Requirements for installation of water meters.

(a) All water furnished by the city shall be metered unless otherwise provided in this chapter. The owner shall provide an easily accessible location and plumbing system for the water meter and remote read endpoint. The owner shall be responsible for contacting the city for the installation of each meter. On new construction, the water meter(s) and remote read endpoint shall be installed prior to or coincident with installation of plumbing fixtures. The water meter(s) shall be installed in accordance with city standards adopted by City Council.

(b) Plumbing systems shall be so constructed and the meters so placed that the volume of water passing through the service line shall be measured by the water meter(s).

(c) A meter charge in the amount set forth in the schedule of fees (§ 54.19), will be required for each meter provided by the city.

(d) All owners and occupants of property where water meters are located are deemed to have consented to the city's right to enter the owner's and/or occupant's property to upgrade, maintain or test water meters where the city has reasonable grounds to believe the water meter is not operating according to performance standards of appropriately installed and operating water meters. If access to the meter is not permitted, the water service may, after written notice to the property owner, be turned off by the city until access is allowed.

(2) Requirements for single purpose water meters. A person may apply to the Department of Public WorksUtilities for a single purpose water meter. If the department determines that such property is eligible for installation of a meter, it shall be inspected and installed by the city, upon payment of a nonrefundable single purpose meter fee, as set forth in the schedule of fees (§ 54.19), and upon payment of the meter deposit.

(a) A single purpose water meter shall be installed according to city standards.

(b) For residential, commercial, and industrial customers, a second meter, parallel to the dual purpose meter, may be installed to measure water flow to irrigation systems or other systems in which the water does not flow into the city's sewer system.

(c) The single purpose meter setting must be made on the street side of the existing meter. The setting must be separately valved and run directly to outside faucets.

(d) The irrigation meter shall be carried as a separate account. The account shall be billed at the existing water rate.

(e) During the winter months when the single purpose water meter is not being used, the account shall be billed at the minimum monthly water rate.

(f) If the single purpose water line is determined to cause potential backflow or cross connection problems, a suitable backflow prevention device will be required and the account holder shall have such installed and maintained.

(g) Proof prerequisite to installation. In a new building or structure, all plumbing involving water meters shall be approved by the city plumbing inspector after installation.

(3) Protection of meters and remote read endpoint.

(a) The owner of the property where a water meter is located shall be responsible for the care and protection of the water meter and remote read endpoint. In case of damage to the water meter or remote read endpoint or in case of its stoppage or improper operation, the property owner shall give immediate notice to the Newton WaterworksUtilities Department.

(b) In all cases where water meters or remote read endpoints are broken or damaged, except for ordinary wear and tear, the necessary repairs to the water meter or remote read endpoints shall be made by the city, and the cost of such repairs shall be paid by the property owner. If payment for damages is not received at the time of demand, the city may, after written notice, shut off the water and not restore service until full payment has been made.

(c) No person shall, in any way, interfere with installed water meters and remote read endpoints, except an authorized employee of the Newton Waterworks.

(4) Meter tests. Whenever the city has reasonable grounds to believe a water meter or remote read endpoint is not operating according to performance standards of an appropriately installed and operating meter or remote read endpoint, the owner of the property may request and the city may perform a test on the water meter or remote read endpoint.

(a) Inspections permitted. All persons occupying and/or owning property where city water meters and remote read endpoints are located shall permit the city to inspect all water meters or remote read endpoint on or within the property when the city has reasonable grounds to believe the water meter is not operating according to performance standards of an appropriately installed and operating water meter. If city access is not permitted to the meter or remote read endpoint, the water may, after written notice to the property owner, be turned off by the city until access is allowed. If city access is not permitted to the meter, the city may estimate water use for purposes of water and wastewater treatment charges.

(b) Removal of meters. Whenever water service is to be discontinued, the owner of the property shall grant the city access to the property for the purpose of removing the water meter and remote read endpoint.

(Ord. 2421, passed 11-8-2022)

§ 54.13 EXTENSION OF DISTRIBUTION WATER MAINS.

(A) No distribution water main shall be extended outside the limits of the city except to serve property within the city limits or under contract with the city.

(B1) Capital recovery distribution water mains necessary to provide a uniform supply of water throughout the service area shall be paid by a water tap fee for properties served as defined by the water service area map on file in the Department of ~~Public Works~~Utilities.

(a) In areas where the Utility installs water mains at utility expense, the developer, contractor, and or property owner shall pay a Capital Recovery Charge for property adjacent to new water main before a service line connection is made.

(b) The Capital Recovery Charge is based on the Growth Related method

(c) Water main requiring Capital Recovery Charges shall be designated and listed by the utility.

(d) The utility requires CRC fees on new mains to Protect existing customers served by the system from bearing the specific cost of extending Distribution system for the new customer and ensure that an adequate return be realized to pay for a portion of the extension and system over sizing.

(Ord. 2421, passed 11-8-2022)

§ 54.14 PRIVATE FIRE PROTECTION.

All private fire hydrants external to a building shall be installed according to standards established by the city and shall be maintained by the owner according to standards established by the city.

(Ord. 2421, passed 11-8-2022)

§ 54.15 INFORMATION SUPPLIED TO PLUMBERS AND INTERESTED PARTIES.

Information which may be obtained from the records, maps and employees of the Department of ~~Public Works~~Utilities relative to the location of distribution water mains and service lines will be furnished to licensed plumbers and interested parties, but such information shall not be construed as a guarantee of the accuracy of such records.

(Ord. 2421, passed 11-8-2022)

§ 54.16 CITY NOT LIABLE FOR DAMAGES BY TURNING ON WATER.

In turning on water, the city shall not be responsible for any damage that may occur by reason of ~~improperly installed or~~ improperly functioning plumbing fixtures, ~~or~~ connections, or fixtures left on.

(Ord. 2421, passed 11-8-2022)

§ 54.17 SHUT OFF OF SERVICE.

The city reserves the right to shut off the water in its distribution water mains at any time for maintenance and installations and as the city deems necessary to protect the city Water Utility system. The Superintendent may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Superintendent has ordered the water to be turned on. The City reserves the right to shut off the supply of water to any customer at any time for the purpose of repair or maintenance of the water system or its components, or for any other necessary purpose.

(Ord. 2421, passed 11-8-2022)

§ 54.18 PRIVATE WELLS RESTRICTED.

No person shall install a private water well within the city limits unless:

- (A) A determination has been made by the Public WorksUtilities Director that:
- (1) The property line is greater than 400 feet from an accessible distribution water main owned and controlled by the city;
 - (2) The proposed private well is located outside the influence of an existing or proposed city-owned well, or water distribution main; and
 - (3) The proposed private well is needed due to extraordinary circumstances of the location of the property within the city which, if private ground water sources were not used, would work an extraordinary hardship on the property; or
- (B) The well is being installed by a governmental entity on property owned by that entity; the Public WorksUtilities Director has determined that the installation of the well will not adversely affect city water; and the City Administrator has determined that the installation of a well is in the public interest.
- (1) The city may require owners of existing private wells to connect to a city-owned distribution water main in accordance with provisions of this chapter if the above conditions are not satisfied. Such connection shall be completed within 90 calendar days after official notice to do so, and the existing private wells abandoned as required by state law.
 - (2) A geothermal well is not a private water well for purposes of this section.

(Ord. 2421, passed 11-8-2022)

§ 54.19 FEE SCHEDULE.

NEWTON WATERWORKS RATE SCHEDULE

Water Rates - Inside City Limits

Residential

\$ 11.45

Minimum, 0-200 cubic foot (cf)

\$ 2.87

Each 100 cf after first 200 cf

Commercial

\$ 11.45

Minimum, 5/8" to 1.5" meter

\$ 12.80

Minimum, 2" meter

\$ 39.76

Minimum, 3" meter

\$ 49.75

Minimum, 4" meter

\$ 73.05

Minimum, 6" meter

\$ 99.68

Minimum, 8" meter

\$ 2.87

Each 100 cf ~~after first 200 cf~~

Water Rates - Outside City Limits

Residential

\$ 14.31

Minimum, 0-200 cubic foot (cf)

\$ 3.59

Each 100 cf after first 200 cf

Commercial

\$ 14.31

Minimum, 5/8" to 1.5" meter

\$ 16.00

Minimum, 2" meter

\$ 49.70

Minimum, 3" meter

\$ 62.19

Minimum, 4" meter

\$ 91.30

Minimum, 6" meter

\$ 124.59

Minimum, 8" meter

\$ 3.59

Each 100 cf ~~after first 200 cf~~

Iowa Regional Utilities Association (IRUA)

Effective July 1, 2024

\$ 301,630 (\$9.73/1,000 gallons

\$ 9.73/1,000 gallons

Monthly minimum, 0-31,000,000 gallons

Next 14,000,000 gallons

Next 48,000,000 gallons

\$ 9.79/1,000 gallons

\$ 304,110 (\$3.27/1,000 gallons)

\$ 3.34/1,000 gallons

\$ 3.43/1,000 gallons

Monthly minimum, 93,000,000 gallons

All over 93,000,000 gallons

All over peak usage of 3,500,000 gallons per day (only in the event that 93 MG/month minimum is reached. Otherwise, \$9.91/1,000 gallons)

A peak day usage is the 24 hour-period from 12:01 a.m. to the following 12:00 a.m. (midnight). Should a catastrophic event occur (includes broken main and the like), the City of Newton will review that situation.

Effective July 1, 2025

\$ 316,510 (\$10.21/1,000 gallons

\$ 10.21/1,000 gallons

Monthly minimum, 0-31,000,000 gallons

Next 14,000,000 gallons

Next 48,000,000 gallons

\$ 10.27/1,000 gallons

\$ 318,990(\$3.43/1, 000 gallons)

Monthly minimum, 93,000,000 gallons

All over 93,000,000 gallons

All over peak usage of 3,500,000 gallons per day (only in the event that 93 MG/month minimum is reached. Otherwise, \$10.40/1,000 gallons)

\$ 3.50/1,000 gallons

\$ 3.60/1,000 gallons

A peak day usage is the 24 hour-period from 12:01 a.m. to the following 12:00 a.m. (midnight). Should a catastrophic event occur (includes broken main and the like), the City of Newton will review that situation.

Contracted, Lambs Grove Sewer Charge

*Residents of City of Lambs Grove only

\$ 24.00

Residential/commercial flat charge

Non-sufficient funds

\$ 30.00

Returned NSF, closed account, stop pay, etc. - checks, ACH, money order, etc.

Disconnection

\$ ~~25.00~~ 75.00

Water is shutoff for nonpayment of utility & et al.

Account set up charge

\$ 10.00

Existing service

\$ ~~25.00~~ 70.00

New service (new construction)

~~Past discount~~

~~\$ 1.00~~

Discount on water if paid by due date

Late charge

\$ ~~15.00~~ 25.00

Late charge subsequent to disconnection

Backflow annual testing, late Fee after 30 days

\$100.00 per month or discontinue water service

Meter Testing, if not faulty \$200

Tap Fees, Charged to contractor for connection to water main

1" Tap \$300.00

2" Tap \$400.00

4" Tap \$700.00

6" Tap \$800.00

8" Tap \$900.00

10" Tap \$1,000.00

12" Tap \$1,200.00

16" Tap \$1,400.00

Tap sleeve and valves are additional costs

(Ord. 2421, passed 11-8-2022)

The Water Main Capital Recovery Charge shall be charged to all new connections based on a factor of a single ¾" service line connection of \$429.00.

The charges are as follows:

<u>Service Line Size</u>	<u>Max Flow Rate</u>	<u>Factor</u>	<u>CRC Charge per Connection</u>
<u>¾"</u>	<u>20 gpm</u>	<u>1</u>	<u>\$429.00</u>
<u>1"</u>	<u>50 gpm</u>	<u>2.5</u>	<u>\$1,072.50</u>
<u>1 ½"</u>	<u>100 gpm</u>	<u>5.0</u>	<u>\$2,145.00</u>
<u>2"</u>	<u>160 gpm</u>	<u>8.0</u>	<u>\$3,442.00</u>
<u>3"</u>	<u>300 gpm</u>	<u>15</u>	<u>\$6,435.00</u>
<u>4"</u>	<u>600 gpm</u>	<u>30</u>	<u>\$12,870</u>
<u>6"</u>	<u>1250 gpm</u>	<u>62.5</u>	<u>\$26,812</u>
<u>8"</u>	<u>1600 gpm</u>	<u>80</u>	<u>\$34,320</u>
<u>10" and 12</u>	<u>2000 gpm</u>	<u>100</u>	<u>\$42,900</u>

*Residential Subdivision Developer shall be charged \$429.00 per lot

Water Mains Requiring Capital Recovery Charges to connect private lines or subdivisions to:

- 12” Main on E. 31st St N. from 1st Ave E. to N.19th Ave E.
- 12” Main on N.19th Ave E. from E. 19th St. N to E. 31st St. N.
- 12” Main on Speedway Drive from 1st Ave. E. to north side of I-80 interchange
- 12” Main on Speedway Drive from south if I-80 Bridge to Lincoln St.
- 12” Main on Rusty Wallace Drive from Speedway Drive to the Reasoner Road.
- 12” Main on S.13th Ave. E from E.19th St. S. to Speedway Drive
- 12” Main on E. 19th St. S. from S.8th Ave. E to S.13th Ave. E.
- 8” Main on S.12th Ave. W. from W.19th St. S. to Gun Club Road
- 12” Main on N.11th Ave. E from E. 19th St. N to E. 31st St.N.
- 8” Main on S. 24th Ave. W. from W.15th St. S to 2 blks West of Hwy 14 S.
- 10” Main on S. 22nd Ave. E (Metro East)
- 12” Main on S.22nd Ave. E. west side of Metro E.

*The WaterWorks shall construct water main to a terminal point that shall be determined by the WaterWorks. The Developer shall construct all water mains within the subdivision from the terminal point. The developer shall pay a CRC (Capital Recovery Charge) to connect to terminal point. The fee has been calculated at \$429.00 per residential lot.

NOW, THEREFORE, 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 V, Chapter 54, Section 54.02 - 54.19, is hereby amended by adding or ~~deleting~~ as stated above.

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

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

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

PASSED this ____ day of _____, 2025.
APPROVED this ____ day of _____, 2025.

(SEAL)

Evelyn George, 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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Second consideration of Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 52: Sewers

Summary:

Multiple changes to minimize Inflow & Infiltration, adding sub chapter 52.033 Backwater valves, to help prevent sewer backups in homes and increasing financial assistance to remove prohibited discharge into sanitary sewers

Financial Impact:

Estimated \$16,000.00 increase in Water Pollution Control Fund expenditures

Report Number: 2025-167

Date:

March 17, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

In May of 2024 Newton received a several rain events, including a single large rain event, in excess of seven inches, in just a few hours, which caused significant issues to public infrastructure and damage to personal property.

Inflow and Infiltration (I&I) is the process of water entering sanitary sewer systems from sources other than wastewater. This water can be groundwater or stormwater. The City of Newton Water Pollution Control Division of the Utilities Department has spent millions of dollars over several years upgrading public sanitary sewers and manholes in an attempt to reduce I&I. WPC will continue to invest in the public infrastructure to reduce I&I, but this does not address the entire problem of I&I. The public sanitary sewer system has approximately 96 miles of pipe, which accounts for approx. 50% of the overall sanitary sewer collection system. The remaining 50% is privately owned in private service laterals from homes and businesses, connecting to public sanitary sewer mains.

These proposed code changes are to help address I&I issues in the private sanitary sewer infrastructure, help reduce personal property damage from I&I and provide additional financial assistance for private sector to reduce I&I.

Proposed changes are as follows:

- Disconnect old faulty sanitary sewer service pipes from the public sanitary sewer main, at the time of demolition of an old building.
- Install backwater valves on all new sanitary sewer service lines, at the time of installation.
- Increase financial assistance to qualified applicants for reducing I&I

Recommendation:

Approval of Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 52: Sewers

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA, 2025, TITLE V, CHAPTER 52: SEWERS**

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

Section 1. Title V, Chapter 52, are hereby amended by adding or deleting the following:

CHAPTER 52: SEWERS

Section

Building Sewers and Connections

§ 52.026 EXISTING BUILDING SEWERS.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the authorized city representative, to meet all requirements of this chapter. If old sewer is found to be faulty, it must be disconnected from the sanitary sewer main, in an approved method, either by Building and Plumbing Code or other applicable rules and regulations of the City Representative.

(2011 Code, § 24.0307)

§ 52.033 BACKWATER VALVES.

A backwater valve shall be installed on all new sanitary sewer services in residential, commercial and industrial sewer installations. The valve shall be installed immediately inside or outside the footings. The valve is designed to be installed horizontally in the building drainage system and shall be installed with the access opening at the top to permit access to the valve for periodic maintenance and inspections.

PUBLIC SEWERS

§ 52.045 PROHIBITED DISCHARGE; REMOVAL.

(B) Removal.

(3) Financial assistance for removal.

(a) Any sanitary sewer system customer completing the removal of a prohibited discharge as defined in division (A) above which has been identified as such by an agent of the city prior to commencement of removal, shall under the provisions of this division (B) be entitled to a financial assistance payment from the city not to exceed ~~\$3,000~~\$4,500 of actual costs incurred for said removal. The allowable financial assistance payment shall be 50% of the actual labor and material cost, not to exceed ~~\$1,000~~\$1,500 for each of any of the following:

1. Installation of a sump pump including drain tile, discharge rigid piping and electrical outlet.
2. Removal of a prohibited discharge including rain gutter downspouts, exterior area drains, foundation drains and prohibited sump pump connections.
3. Removal and replacement of a faulty sewer service lateral.

§ 52.048 RESTRICTED WASTE.

(B) The substances prohibited are:

(8) Excess ~~PH~~pH. Any waters or wastes having a pH in excess of 9.5;

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

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

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

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

Evelyn George, 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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 800 block of East Fourteenth Street North

Summary:

Restrict street parking for safety purposes in alignment with City policy on-street parking restrictions

Financial Impact:

N/A

Report Number: 2025-180

Date:

March 17, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 800 blk of E 14th St N. The complaints are a result of vehicles being parked on both sides of streets that is too narrow to allow the current parking capacity and consistently allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 800 blk E 14th St N is only 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street, and allow space for vehicle traffic to safely yield to oncoming traffic with vehicles parked on the west side of the street. The City of Newton Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on the east of the street.

Surveys describing the recommended changes were sent to 14 adjacent property owners along E 14th St N. Surveys were returned with five (5) residents agreeing with the recommended changes and none (0) opposing the recommended changes.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 800 BLOCK OF EAST FOURTEENTH STREET NORTH.

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 VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or deleting the following:

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

STREETS, NORTHEAST QUADRANT

East Fourteenth Street North

- "No Parking Anytime".
- West side from First Avenue East north to Ridgeway Drive.
- West side from Glenway Drive north to North Fourth Avenue East.
- East side from First Avenue East north to North ~~Eighth~~ Ninth Avenue Place East.
- West side from North Fourth Avenue East north, fifty-seven feet

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 _____, 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

(SEAL) _____
Evelyn George, 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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk



Memorandum

TO: Jarrod Wellik, Interim City Administrator
FROM: Keith A. Laube, Public Works Director
DATE: December 2, 2016
RE: Street Parking Restriction Policy

In the recent past, staff has been directed to look at street parking restrictions after receiving a request from a citizen. Most of these requests were to add "No Parking" signs on one side of the street to allow traffic to flow without meandering from each side of the street to avoid parked vehicles and/or to allow passage when two vehicles are parked directly opposite of each other.

In 2011, staff evaluated all streets in the city based on Statewide Urban Design and Specifications (SUDAS) criteria, traffic volume, and street width. Street widths are measured from back of curb to back of curb. Rural section streets with ditches have been evaluated on a case-by-case basis. The streets were placed in two categories based on traffic volume and use:

Higher volume streets (>2,500 vehicles per day), collector/arterial, and truck routes:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	31 feet (provides two 11-foot travel lanes)
both sides	39 feet (provides two 11-foot travel lanes)

Lower volume streets (<2,500 vehicles per day) – local residential streets:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	26 feet (provides a 17-foot open roadway)
both sides	34 feet (provides a 17-foot open roadway)

Local jurisdiction discretion for existing residential streets:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	21 feet (provides a 12-foot open roadway)
both sides	31 feet (provides a 14-foot open roadway)

Two maps have been prepared. The first map shows streets where existing parking restrictions could be removed to allow for additional street parking. The second map shows streets that should have new parking restrictions to enable safe passage of traffic and provide a route for emergency vehicles.

Removal of Existing Parking Restrictions Map: The parking restrictions on some of these streets were based on traffic flows that existed due to Maytag operations (1st Street N and N 3rd Ave E) and previous school traffic patterns (E 3rd Street S). Since the current parking restrictions on the streets shown on this map do not cause any safety concerns, the parking restrictions could remain.

New Parking Restrictions Map: The majority of the proposed changes are to have parking on one side of the street instead of both sides (shown in orange on the map). Most of these streets are 25 feet wide and if two vehicles are parked directly opposite of each other, there is only 8 feet for traffic, an ambulance, or a fire truck to pass between the parked vehicles. A lane at least 12 feet wide is recommended for emergency vehicles. If vehicles are parked offset from one another, response time is decreased due a slower speed required to maneuver the emergency vehicle around the parked vehicles. The spacing of staggered parked vehicles significantly slows the speed of a long fire truck.

The streets shown in green on the map are proposed to have the parking changed from “no parking on one side” to “no parking on both sides”. Some of these streets are collectors or truck routes and are not wide enough to allow parking on one side and provide two free flowing traffic lanes. For example E 12th Street N is a truck route that is 26 feet wide and currently has parking on one side. This allows for 8½-foot wide lanes for northbound and southbound traffic. For a truck route, 12-foot wide lanes are recommended.

E 4th Street S is 25 feet wide with parking on one side from 6 pm to 8 am. This allows for 8-foot wide lanes for northbound and southbound traffic between 6 pm and 8 am. For a street with this volume of traffic, 11-foot lanes are acceptable and 12-foot lanes are preferred. Evening high school events may make travel on this street difficult if vehicles are parked on one side. Also E 4th Street is a direct route to the hospital. One solution for this street would be to allow parking on one side on Saturdays, Sundays and holidays; similar to N 4th Avenue E between E 5th Street and E 15th Street.

Some streets shown in green need to have updated traffic counts prior to recommending any parking changes. These streets include W 3rd Street S, E 4th Street N, and E 8th Street N. The new traffic counts will determine whether these streets are higher volume or lower volume streets.

return to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes

☒

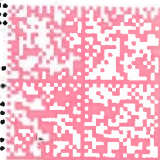
I oppose the proposed parking changes

☐

Comments from resident at: **813 E. 14th St. N.**



FIRST-CLASS



US POSTAGE IMMEDIATE PITNEY BOWES



ZIP 50208

02 7H

0006202378

\$ 000.56⁰

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

Parking Survey 800 blk E. 14th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of E. 14th St. N. from N. 8th Ave. E. to N. 9th Ave. Pl. E. and return to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **803 E. 14th St. N.**

No House should have 5+ vehicles parked on the street and

Parking Survey 800 blk E. 14th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the E. 14th St. N. from N. 8th Ave. E. to N. 9th Ave. Pl. E. and return to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **801 E. 14th St. N.**

Thank you for the proposed changes. It has always been a concern of ours. We need the change.

Parking Survey 800 blk E. 14th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the E. 14th St. N. from N. 8th Ave. E. to N. 9th Ave. Pl. E. and return to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **809 E. 14th St. N.**

About time so tired of trying to squeeze by or be forced to drive around the block just to get to the other side.

Parking Survey 800 blk E. 14th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of E. 14th St. N. from N. 8th Ave. E. to N. 9th Ave. Pl. E. and return to the City of Newton Police Department by February 10th, 2025.

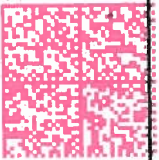
I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **802 E. 14th St. N.**

I appreciate this action. Always so much chaos on this street with cars, concerning residence.

FIRST-CLASS



US POSTAGE
IMMEDIATE DELIVERY
ZIP 50208
02 7H
0006202378
\$ 000.56⁰

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

DES MOINES IA 500

25 JAN 2025 PM 2 L

FIRST-CLASS



US POSTAGE
IMMEDIATE DELIVERY
ZIP 50208
02 7H
0006202378
\$ 000.56⁰

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

DES MOINES IA 500

27 JAN 2025 PM 2 L

FIRST-CLASS



US POSTAGE
IMMEDIATE DELIVERY
ZIP 50208
02 7H
0006202378
\$ 000.56⁰

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

DES MOINES IA 500

27 JAN 2025 PM 2 L

FIRST-CLASS



US POSTAGE
IMMEDIATE DELIVERY
ZIP 50208
02 7H
0006202378
\$ 000.56⁰

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

City of Newton Council Report

**Item:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1400-1500 Block of North Ninth Avenue Place East

Summary:

Restrict street parking for safety purposes in alignment with City policy on-street parking restrictions

Financial Impact:

N/A

Report Number: 2025-181**Date:**

March 17, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 1400-1500 blk N 9th Ave Pl E. The complaints are a result of vehicles being parked on both sides of streets that is too narrow to allow the current parking capacity and consistently allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 1400-1500 blk N 9th Ave Pl E is only 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street, and allow space for vehicle traffic to safely yield to oncoming traffic with vehicles parked on the south side of the street. The City of Newton Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on the south side of the street.

Surveys describing the recommended changes were sent to 22 adjacent property owners on N 9th Ave Pl E from E14th St N to E 16th St N. Surveys were returned with six (6) residents agreeing with the recommended changes and two (2) opposing the recommended changes.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 1400-1500 BLOCK OF NORTH NINTH AVENUE PLACE EAST.

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 VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

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

AVENUES, NORTHEAST QUADRANT

North Ninth Avenue Place East

"No Parking Anytime".
South side from East Fourteenth Street North, east to East Sixteenth Street North

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

(SEAL) _____
Evelyn George, 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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

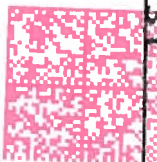
Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

DES MOINES IA 500

31 JAN 2025 PM 3 L

FIRST-CLASS



US POSTAGE
ZIP 50208
02 7H
0006202378
\$ 000.56⁰
JAN 23 2025

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



DES MOINES IA 500

10 FEB 2025 PM 3 L

FIRST-CLASS



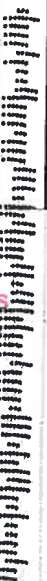
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JAN 23 2025

Newton Police Department

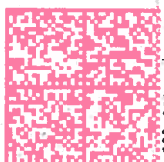
101 W. 4th St. S.

Newton, IA 50208

DES MOINES IA 500
31 JAN 2025 PM 2 L



FIRST-CLASS



US POSTAGE
ZIP 50208
02 7H
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\$ 000.56⁰
JAN 23 2025

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

DES MOINES IA 500

5 FEB 2025 PM 3 L

FIRST-CLASS



US POSTAGE
ZIP 50208
02 7H
0006202378
\$ 000.56⁰
JAN 23 2025

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave Pl E. and return it to the City of Newton Police Department by February 10th, 2025.

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

Comments from resident at: **1436 N. 9th Ave. Pl. E.**

AMEN!! I CANNOT BELIEVE
IT HAS EVER BEEN OK TO
PARK ON BOTH SIDES OF
NEWTON STREETS

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave Pl E. and return it to the City of Newton Police Department by February 10th, 2025.

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

Comments from resident at: **1416 N. 9th Ave. Pl. E.**

yes we agree, many times its hard
to get down our street when people are
parked on both sides of the street.

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave Pl E. and return it to the City of Newton Police Department by February 10th, 2025.

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

Comments from resident at: **1421 N. 9th Ave. Pl. E.**

Restrict parking on the North
side of the street. That would
stop people from parking large trucks
and trailers behind my drive.
The way the street curves it blocks the

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave Pl E. and return it to the City of Newton Police Department by February 10th, 2025.

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

Comments from resident at: **1413 N. 9th Ave. Pl. E.**

DES MOINES IA 500

27 JAN 2025 PM 2 L



US POSTAGE
MPTNEY BOWES
ZIP 50208
02 7H
0006202378
JAN 23 2025
\$ 000.560

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



DES MOINES IA 500

27 JAN 2025 PM 2 L



US POSTAGE
MPTNEY BOWES
ZIP 50208
02 7H
0006202378
JAN 23 2025
\$ 000.560

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



DES MOINES IA 500

29 JAN 2025 PM 2 L



US POSTAGE
MPTNEY BOWES
ZIP 50208
02 7H
0006202378
JAN 23 2025
\$ 000.560

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



DES MOINES IA 500

27 JAN 2025 PM 2 L



US POSTAGE
MPTNEY BOWES
ZIP 50208
02 7H
0006202378
JAN 23 2025
\$ 000.560

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208





Memorandum

TO: Jarrod Wellik, Interim City Administrator
FROM: Keith A. Laube, Public Works Director
DATE: December 2, 2016
RE: Street Parking Restriction Policy

In the recent past, staff has been directed to look at street parking restrictions after receiving a request from a citizen. Most of these requests were to add "No Parking" signs on one side of the street to allow traffic to flow without meandering from each side of the street to avoid parked vehicles and/or to allow passage when two vehicles are parked directly opposite of each other.

In 2011, staff evaluated all streets in the city based on Statewide Urban Design and Specifications (SUDAS) criteria, traffic volume, and street width. Street widths are measured from back of curb to back of curb. Rural section streets with ditches have been evaluated on a case-by-case basis. The streets were placed in two categories based on traffic volume and use:

Higher volume streets (>2,500 vehicles per day), collector/arterial, and truck routes:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	31 feet (provides two 11-foot travel lanes)
both sides	39 feet (provides two 11-foot travel lanes)

Lower volume streets (<2,500 vehicles per day) – local residential streets:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	26 feet (provides a 17-foot open roadway)
both sides	34 feet (provides a 17-foot open roadway)

Local jurisdiction discretion for existing residential streets:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	21 feet (provides a 12-foot open roadway)
both sides	31 feet (provides a 14-foot open roadway)

Two maps have been prepared. The first map shows streets where existing parking restrictions could be removed to allow for additional street parking. The second map shows streets that should have new parking restrictions to enable safe passage of traffic and provide a route for emergency vehicles.

Removal of Existing Parking Restrictions Map: The parking restrictions on some of these streets were based on traffic flows that existed due to Maytag operations (1st Street N and N 3rd Ave E) and previous school traffic patterns (E 3rd Street S). Since the current parking restrictions on the streets shown on this map do not cause any safety concerns, the parking restrictions could remain.

New Parking Restrictions Map: The majority of the proposed changes are to have parking on one side of the street instead of both sides (shown in orange on the map). Most of these streets are 25 feet wide and if two vehicles are parked directly opposite of each other, there is only 8 feet for traffic, an ambulance, or a fire truck to pass between the parked vehicles. A lane at least 12 feet wide is recommended for emergency vehicles. If vehicles are parked offset from one another, response time is decreased due a slower speed required to maneuver the emergency vehicle around the parked vehicles. The spacing of staggered parked vehicles significantly slows the speed of a long fire truck.

The streets shown in green on the map are proposed to have the parking changed from “no parking on one side” to “no parking on both sides”. Some of these streets are collectors or truck routes and are not wide enough to allow parking on one side and provide two free flowing traffic lanes. For example E 12th Street N is a truck route that is 26 feet wide and currently has parking on one side. This allows for 8½-foot wide lanes for northbound and southbound traffic. For a truck route, 12-foot wide lanes are recommended.

E 4th Street S is 25 feet wide with parking on one side from 6 pm to 8 am. This allows for 8-foot wide lanes for northbound and southbound traffic between 6 pm and 8 am. For a street with this volume of traffic, 11-foot lanes are acceptable and 12-foot lanes are preferred. Evening high school events may make travel on this street difficult if vehicles are parked on one side. Also E 4th Street is a direct route to the hospital. One solution for this street would be to allow parking on one side on Saturdays, Sundays and holidays; similar to N 4th Avenue E between E 5th Street and E 15th Street.

Some streets shown in green need to have updated traffic counts prior to recommending any parking changes. These streets include W 3rd Street S, E 4th Street N, and E 8th Street N. The new traffic counts will determine whether these streets are higher volume or lower volume streets.

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave PL E. and return it to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **1420 N. 9th Ave. Pl. E.**

*This will help the congestion on our street
+ help keep our kids safer*

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave PL E. and return it to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **1513 N. 9th Ave. Pl. E.**

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave PL E. and return it to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **1401 N. 9th Ave. Pl. E.**

My household agrees 100%!

Parking Survey 1400-1500 N. 9th Ave. Pl. E.

Please complete the survey to the City of Newton's recommendation to restrict parking on the south side of N 9th Ave PL E. and return it to the City of Newton Police Department by February 10th, 2025.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **1417 N. 9th Ave. Pl. E.**

City of Newton Council Report

**Item:**

First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title IX: General Regulations, Chapter 95: Cemeteries

Summary:

Updating Chapter 95 of City Code to reference Community Development Director

Financial Impact:

None.

Report Number: 2025-237**Date:**

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Due to a staff reorganization in 2024, references in Chapter 95: Cemeteries to the Community Services Manager are out dated. This ordinance amendment replaces Community Services Manager or Designee with Community Development Director or designee.

Due to the nature of the update, staff is comfortable with waiving the 2nd and 3rd reading of the ordinance if it is the desire of the Council.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA, 2025, TITLE IX: GENERAL REGULATIONS, CHAPTER 95:
CEMETERIES**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2025, Title IX: GENERAL REGULATIONS, Chapter 95: CEMETERIES, is hereby amended by **adding** or **deleting** the following:

§ 95.09 VETERAN'S PLOT

(B) *Proof of eligibility for burial.* No lot in the veteran's plot shall be deeded or conveyed, or permission given for the burial of any person therein, unless the eligibility of such persons for burial therein is first established to the satisfaction of the Community **Development Director Services Manager** or designee. Funeral homes shall provide to the Community **Development Director or designee Services Manager**, when requested, all paperwork or documents related to said proof of eligibility.

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 _____ 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

Evelyn George, 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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving Professional Services Agreement with Bolton/Menk for Westwood Golf Course Water Main loop design

Summary:

approving scope of work, design services, compensation and engineers' opinion of probable costs for installing new water main to Westwood Golf Course

Financial Impact:

\$30,200 bonded funds

Report Number: 2025-258**Date:**

March 17, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City of Newton's water distribution system currently terminates in a long dead-end near the driveway of Westwood Golf Course on Hwy F-48. Dead-end water mains are not ideal, as they can accumulate minerals and debris over time, reducing pipe capacity. This issue is particularly problematic for the already undersized water main in this area, which is insufficient to supply the new clubhouse with the necessary water flow to support its fire sprinkler system.

To address this, the proposed water main improvement project will install a new 8-inch diameter water main, connecting the existing 6-inch water main at W 28th St S to the existing 4-inch water service line at Westwood Golf Course. This will create a looped water distribution system, enhancing both capacity and reliability.

The project will ensure adequate water supply for the clubhouse's fire sprinkler system, improve fire flow capacity for the area along and north of Hwy F-48, and minimize future buildup within the pipes.

This project represents the first phase of a multi-phase strategy to enhance the diameter, flow, condition, and overall capacity of the water distribution system in this area.

The scope of services in this professional services agreement includes: Survey, Design, bidding assistance and opinion of probable costs.

Compensation:

Survey	\$11,600	Lump Sum
Preliminary Design	\$8,800	Lump Sum
Final Design, OPC	\$9,800	Lump Sum
Total	\$30,200	

Recommendation:

approve professional services agreement with Bolton/Menk Engineering of Des Moines, Iowa for professional services for the design of the Westwood Golf Course Water Main Loop Project.

Matt Muckler, City Administrator

**RESOLUTION APPROVING PROFESSIONAL SERVICES
AGREEMENT WITH BOLTON/MENK FOR WESTWOOD GOLF
COURSE WATER MAIN LOOP DESIGN**

WHEREAS, the City of Newton's water distribution system currently terminates in a long dead-end near the driveway of Westwood Golf Course on Hwy F-48. Dead-end water mains are not ideal, as they can accumulate minerals and debris over time, reducing pipe capacity; and

WHEREAS, this issue is particularly problematic for the already undersized water main in this area, which is insufficient to supply the new clubhouse with the necessary water flow to support its fire sprinkler system; and

WHEREAS, to address this, the proposed water main improvement project will install a new 8-inch diameter water main, connecting the existing 6-inch water main at W 28th St S to the existing 4-inch water service line at Westwood Golf Course. This will create a looped water distribution system, enhancing both capacity and reliability; and

WHEREAS, the project will ensure adequate water supply for the clubhouse's fire sprinkler system, improve fire flow capacity for the area along and north of Hwy F-48, and minimize future buildup within the pipes; and

WHEREAS, this project represents the first phase of a multi-phase strategy to enhance the diameter, flow, condition, and overall capacity of the water distribution system in this area; and

WHEREAS, the scope of services in this professional services agreement includes: Survey, Design, bidding assistance and opinion of probable costs.

Compensation:		
Survey	\$11,600	Lump Sum
Preliminary Design	\$8,800	Lump Sum
Final Design, OPC	\$9,800	Lump Sum
Total	\$30,200	

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the professional services agreement with Bolton/Menk Engineering of Des Moines, Iowa for the design of the Westwood Golf Course Water Main Loop Project, is hereby accepted, to be paid from bonded funds.

PASSED this _____ day of March 2025.

APPROVED this _____ day of March 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PROFESSIONAL SERVICES AGREEMENT

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

Date of Agreement: 3/10/2025

Agreement Number:

0A1.133348

Project Location: Newton, IA

Client

Name: City of Newton

Address: 101 West 4th Street S

Address: _____

City: Newton State Iowa Zip 50208

(hereinafter referred to as Client)

Phone No.:

641-792-2787

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

Agent or Person Ordering Services: Jody Rhone, Utilities Director

Address: _____

City: _____ State _____ Zip _____

Phone No.:

641-792-6622 ext. 2309

Fax No.:

Fee Arrangement

Hourly, Not-to-Exceed

Data Collection: \$11,600

Prelim Design: \$31,830

Final Design/Bidding: \$9,800

TOTAL: \$30,200

as per the 2025 Bolton & Menk rate schedule

Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the Westwood Water Main Loop.

Special Conditions

The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Newton dated March 19, 2024, and approved by the Newton City Council on April 9, 2024, unless modified by this Work Order.

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

Offered by: Bolton & Menk, Inc.



Matthew Ferrier, PE, Principal Engineer

March 11, 2025

Date

Accepted by: City of Newton, Iowa

Evelyn George, Mayor

Date

March 10, 2025

Jody Rhone
City of Newton Utilities Director
RE: Westwood Golf Course Water Main Loop

Mr. Rhone:

Bolton & Menk is pleased to submit this proposal to provide engineering services for the design of the Westwood Golf Course Water Main loop project. The proposed scope of services is listed below.

SCOPE OF SERVICES

TASK 1: DESIGN SERVICES

Subtask 1A: Topographic Survey

Description: Bolton & Menk will perform the following scope from the intersection of W 28th Street S to the newly constructed Westwood Golf course clubhouse.

- Locate site improvements within the survey limits, including existing structures, trees, landscaping, streets and observable evidence of utilities. Utility maps and locates will be requested through a design locate request.
- Survey existing ground to create surface model and contours for the site.
- CAD drafting to create electronic mapping.
- Development of a permanent easement for City staff to acquire from private property owners

Deliverables: Electronic mapping in DWG or DGN format. A text file for survey reference points.

Estimated Cost: \$11,600

Subtask 1B: Preliminary Design

Description: Bolton & Menk will develop the design and construction drawings for the water main. Preliminary design is approximately 60% of final design. Drawing will include:

- Proposed water main: alignment, profile and other applicable information. Proposed service connections to residences west of W 28th Street S
- Coordination Meeting with Newton Water Engineering. Comments from the review will be incorporated during the final design process.
- Coordination with other utilities in the project area.
- Perform flow testing at two hydrants along W 28th Street S

Deliverables: Preliminary design drawings, meeting minutes.

Estimated Cost: \$8,800

Subtask 1C: Final Design

Description: Bolton & Menk will revise the preliminary design drawing and bring them to the 100% design stage. This task includes:

- Finalize the construction drawings based on the preliminary design reviews and utility coordination
- Development of special project details
- Quantity Tabulations & Opinion of Probable Cost (OPC)
- Support bidding activities
- Finalize utility coordination

Deliverables: Final design drawings, OPC

Estimated Cost: \$9,800

COMPENSATION

The compensation for the base scope of services listed above is: **\$ 30,200.00**

Any service not listed above are excluded from this proposal. These additional services may be added as part of a change order or a new service proposal.

We are excited about working with you to complete this project. Please do not hesitate to contact me with any questions about our experience or this proposal.

City of Newton Council Report

**Item:**

Resolution Approving the Variance Request for Westwood Golf Course Clubhouse and Adherence to Variance Requirements

Summary:

This resolution is to accept conditional variance approval with Iowa Department of Inspections, Appeals, and Licensing for the clubhouse project and issue a letter of compliance.

Financial Impact:

There is no cost associated with this conditional variance approval. It is acknowledgement and agreement to abide by the requirements of the variance.

Report Number: 2025-283

Date:

March 17, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

During the construction process, it was discovered the water supply to the building and surrounding area is insufficient for supplying the designed automatic fire suppression system. The City entertained many options for resolution including, constructed fire wall separations, a tank and pump supply system, reduction of bar/restaurant space, and a new water supply line to the area. The costs for all options were substantial. The proposed solution is to install a new water supply line to the area which will provide adequate supply. This solution will also potentially augment an aged water distribution system on the west side of our city and provide the option for a future looped system in the area.

Request for Variance: The specific request is to open the building without a proper water supply for the automatic fire suppression system with the requirement of the upgraded water supply line to be installed within a given time parameter and complete the connection to the suppression system. As the Fire Chief, I have a responsibility to ensure the safety of the citizens and visitors to the City of Newton. Upon review of the circumstances, I find the following provisions of the new building and requirements stipulated for occupancy would, in my professional opinion, allow the building to be occupied without putting the public in danger: (See attached Variance Request)

Recommendation:

City Staff recommends Council accept the conditional variance approval and issue a letter signed by the Mayor stating the City will ensure compliance with the requirements listed in the variance request.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

RESOLUTION APPROVING THE VARIANCE REQUEST FOR WESTWOOD GOLF COURSE CLUBHOUSE AND ADHERENCE TO VARIANCE REQUIREMENTS

WHEREAS, the Westwood Clubhouse project is required by code to include an automatic fire suppression system; and

WHEREAS, it was found during construction the water supply to the area was not adequate for supplying the automatic fire suppression system; and

WHEREAS, the opening of the building without the automatic fire suppression system was not allowable without a variance from the Iowa Department of Inspections, Appeals, and Licensing; and

WHEREAS, a variance request was developed by the Fire Chief and sent for approval to the Iowa Department of Inspections, Appeals, and Licensing; and

WHEREAS, the Iowa Department of Inspections, Appeals, and Licensing has conditionally approved the variance request and requires a letter from the City stating they will comply with the variance requirements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the conditional variance approval is accepted and approves issuing a letter stating the City of Newton will comply with the requirements of the conditional variance.

PASSED this _____ day of March 2025.

APPROVED this _____ day of March 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



3/10/2025

Department of Inspections, Appeals, & Licensing
6200 Park Avenue
Suite 100
Des Moines, IA 50321

RE: Variance Request

City of Newton - Westwood Golf Course Clubhouse Project
3387 Hwy F48 W
Newton, IA 50208

Background: The City of Newton is in the process of building a new golf course clubhouse. The building is 6,000 square feet and includes a pro shop, bar/restaurant space, kitchen, bathrooms, and storage areas. The occupant load in the bar/restaurant area is in excess of 99 and an automatic fire suppression system is required. During the construction process, it was discovered the water supply to the building and surrounding area is insufficient for supplying the designed automatic fire suppression system. The City entertained many options for resolution including, constructed fire wall separations, a tank and pump supply system, reduction of bar/restaurant space, and a new water supply line to the area. The costs for all options were substantial. The proposed solution is to install a new water supply line to the area which will provide adequate supply. This solution will also potentially augment an aged water distribution system on the west side of our city and provide the option for a future looped system in the area.

Request for Variance: The specific request is to open the building without a proper water supply for the automatic fire suppression system with the requirement of the upgraded water supply line to be installed within a given time parameter and complete the connection to the suppression system. As the Fire Chief, I have a responsibility to ensure the safety of the citizens and visitors to the City of Newton. Upon review of the circumstances, I find the following provisions of the new building and requirements stipulated for occupancy would, in my professional opinion, allow the building to be occupied without putting the public in danger:

1. The City of Newton will provide a letter stating they understand that at no time will the building be occupied by more than 99 occupants. The City shall provide a posting within the structure stating the same that are easily identifiable.

2. The building is to be completed within current codes.
 - a. All exits are identified with lighted signage and provide emergency exit lighting.
 - b. Fire extinguishers shall always remain in clear view and be properly maintained.
 - c. The kitchen hood system is a Type 1 hood and has the proper automatic fire suppression required and is properly maintained.
 - d. The fire alarm system shall contain proper notification devices including smoke and/or heat as required by code for all spaces.
 - e. The automatic fire suppression system shall be complete and connected to the current available water system.
 - f. No open flame items will be allowed outside of the kitchen area or within 25 feet of the exterior of the building. i.e. candles, food warmers, other items used for food preparation or warming.
 - g. No smoking inside and will not be allowed within 25 feet of the exterior of the building.
3. During times of use where the occupant load could exceed 99, i.e. tournaments or other large public events, the City shall hire a trained fire watch officer whose primary role is to monitor the number of occupants and be charged with the quick identification of hazards that could cause, or have caused a fire. This position is responsible to ensure the criteria listed above are in compliance. This shall be the only responsibilities of this position.
4. The new water supply shall be designed by a certified engineer and be installed and completed by 12/31/2025.
5. The automatic fire suppression system is to be connected, tested, and inspected within two (2) weeks of the completion of the new water supply.

This list of requirements shall be posted in a conspicuous location that is available for inspection and review at any time. Violation of any of the above conditions may result in the Fire Chief, or his designee, revoking the certificate of occupancy and ordering the building immediately vacated.

Respectfully submitted,



Jarrod Wellik, Fire Chief
City of Newton Fire Department

VARIANCE REQUEST FORM

Return by mail to:

Department of Inspections, Appeals, and Licensing
Health and Safety Division/Fire Prevention Bureau
6200 Park Avenue Suite 100
Des Moines, IA 50321-1270
phone: (515) 725-6145

DATE: 3/11/2025

BUILDING INFORMATION

Name: Westwood Golf
Course Clubhouse

Address:

County:

OWNER INFORMATION

Name City of Newton

Address: 3387 F 38 W
Newton, IA
50208

JUSTIFICATION – SAFETY

The following is the justification for variance of Iowa Administrative Code, Public Safety [661] Chapter Rule(s): . The intent of the rules is being met and equivalent safety is being provided by (attach additional sheets if necessary):

See attached

JUSTIFICATION – UNREASONABLE HARDSHIP

The following is to demonstrate how the strict enforcement of the Iowa Administrative Code rule(s) would create an unreasonable hardship (attach additional sheets if necessary):

Estimated COST:

Duration of DISRUPTION resulting from Construction:

Availability of Financing:

Remaining Useful Life of the Building:

Other Comments:

- I hereby certify that the information listed above is correct and accurate and that I am the owner or the owner's authorized agent.

Signature:

Name & Title (Please print):

(over – FOR OFFICE USE ONLY)

**FIRE PREVENTION BUREAU CHIEF / BUILDING CODE COMMISSIONER
RECOMMENDATION**

Approval _____ Conditional Approval (*see below*) X Disapproval _____

Variance to open the building without proper automatic suppression is conditional on a letter from
Comments: the City of Newton confirming they will not occupy more than 99 occupants. During large public
events, where occupancy may be more than 99, they will have a continuous and dedicated fire watch
by a trained fire watch officer, and agreement to adhere to the conditions set forth and stipulated by
the Newton Fire Department for occupancy. Conditional variance is granted until 01/15/2026
whereby a new water supply system shall be installed and automatic suppression system connected
and tested fully operational.

Inspector Jennifer Ware 03/11/2025

STATE FIRE MARSHAL RECOMMENDATION

Approval _____ Conditional Approval (*see below*) _____ Disapproval _____

Comments:

Supervisor _____

DIRECTOR'S DETERMINATION
IOWA DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING

Approval _____ Conditional Approval (*see below*) X Disapproval _____

Comments:

See comments above.

- This variance is subject to periodic review and may be withdrawn by this office for just cause at any time. The granting of this variance shall NOT be considered as setting precedent. Each request for a variance shall be considered on its own merit.

Larry Johnson, Jr.

Larry Johnson, Jr., Director

3/11/25

Date _____

cc: Owner/Authorized Agent & Inspector
Date _____



3/18/2025

Department of Inspections, Appeals, & Licensing
6200 Park Avenue
Suite 100
Des Moines, IA 50321

RE: Variance Request

City of Newton - Westwood Golf Course Clubhouse Project
3387 Hwy F48 W
Newton, IA 50208

The City of Newton has agreed to comply with the following requirements stipulated for occupancy that will allow the building to be occupied without putting the public in danger:

1. The City of Newton understands that at no time will the building be occupied by more than 99 occupants. The City shall provide postings within the structure stating the same that are easily identifiable.
2. The building will contain the following features consistent within current codes.
 - a. All exits are identified with lighted signage and provide emergency exit lighting.
 - b. Fire extinguishers shall always remain in clear view and be properly maintained.
 - c. The kitchen hood system is a Type 1 hood and has the proper automatic fire suppression required and is properly maintained.
 - d. The fire alarm system shall contain proper notification devices including smoke and/or heat as required by code for all spaces.
 - e. The automatic fire suppression system shall be complete and connected to the current available water system.
 - f. No open flame items will be allowed outside of the kitchen area or within 25 feet of the exterior of the building. i.e. candles, food warmers, other items used for food preparation or warming.
 - g. No smoking inside and will not be allowed within 25 feet of the exterior of the building.
3. During times of use where the occupant load could exceed 99, i.e. tournaments or other large public events, the City will hire a trained fire watch officer whose primary role is to monitor the number of occupants and be charged with the quick identification of hazards that could cause, or have caused a fire. This position is

responsible to ensure the criteria listed above are in compliance. This will be the only responsibilities of this position.

4. The new water supply will be designed by a certified engineer and be installed and completed by 12/31/2025.
5. The automatic fire suppression system is to be connected, tested, and inspected within two (2) weeks of the completion of the new water supply.

This list of requirements will be posted in a conspicuous location that is available for inspection and review at any time. The City understands violation of any of the above conditions may result in the Fire Chief, or his designee, revoking the certificate of occupancy and ordering the building immediately vacated.

This letter was reviewed and approved by resolution of the City Council on 3/17/2025 at their regular meeting.

Respectfully submitted,

Evelyn George, Mayor
City of Newton

City of Newton Council Report

**Item:**

Resolution approving the purchase of Kitchen Equipment for the Westwood Clubhouse

Summary:

Purchase Kitchen Equipment for Westwood clubhouse.

Financial Impact:

\$103,332.90 Bond Funds

Report Number: 2025-227**Date:**

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Interior Improvements of the Westwood Clubhouse Construction Project is anticipated to be completed in Spring 2025, it is now timely to proceed with the purchase of the necessary kitchen equipment for Westwood Clubhouse.

Two kitchen equipment quotes were sought and received as follows:

- Bolton & Hay, Des Moines, IA: 101,332.90 (does not include freight- add \$2,000)
- TriMark, Des Moines, IA: 111,213.24 (includes freight)

The kitchen equipment includes the following:

- Walk-in cooler
- Reach-in refrigerator
- Reach-in freezer
- Sandwich/Salad prep refrigerator table
- Convection Oven
- 2 Conveyor Pizza Ovens
- Stainless steel prep/work tables and shelving units
- Dishwasher
- Ice maker
- Bar Cabinet

Recommendation:

Staff recommends purchasing the kitchen equipment s from Bolton & Hay of Des Moines, Iowa in the amount of \$101,332.90 plus a freight cost not to exceed \$2,000 for a total not to exceed of 103,332.90, paid for using bond funds

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING THE PURCHASE OF KITCHEN
EQUIPMENT FOR THE WESTWOOD CLUBHOUSE**

WHEREAS, Phase #2- Interior Improvements of the Westwood Clubhouse Construction Project is anticipated to be completed in Spring 2025; and

WHEREAS, it is now timely to proceed with the purchase of the necessary kitchen equipment for Westwood Clubhouse; and

WHEREAS, two kitchen equipment quotes were sought and received as follows:

Bolton & Hay, Des Moines, IA: 101,332.90

TriMark, Des Moines, IA: 111,213.24

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that kitchen equipment shall be purchased from Bolton & Hay of Des Moines, Iowa in the amount of \$101,332.90 plus a freight cost not to exceed \$2,000 for a total not to exceed of 103,332.90, paid for using bond funds.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the Demolition Project 2025-01

Summary:

Award of contract to complete abatement & demolition work at 427 N 3rd Ave E and 306 E 8th St S.

Financial Impact:

\$41,965.00 from the Dangerous and Dilapidated (D&D) Building Program funds.

Report Number: 2025-211

Date:

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

Curb appeal continues to be a focus of the City per the recommendations of the adopted comprehensive plan, Newton's Future. Abating dangerous buildings within the city is one way to improve the aesthetics of Newton neighborhoods.

The City acquired 427 N 3rd Ave E and 306 E 8th St S with the intent to demolish the structure on this property through the Dangerous and Dilapidated Program. The Community Services Department prepared plans and specifications for the proposed Demolition Project 2025-01 that included abatement and demolition.

The five bids were received and opened on March 6, 2025:

The apparent low bidder is D.W. Zinser Co. Inc of Walford, Iowa. City staff's cost estimate for this project was \$62,077.95. The completion date for the project is June 20, 2025. \$41,965.00 in Dangerous and Dilapidated Building Program funds will be used to pay for the abatement and demolition work.

Recommendation:

Council award the project D.W. Zinser Co. Inc of Walford, Iowa, for the amount of \$41,965.00

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING CONTRACT
FOR THE DEMOLITION PROJECT 2025-01**

WHEREAS, the City of Newton acquired 427 N 3rd Ave E and 306 E 8th St S with the intent to demolish the structures on this property through the Dangerous and Dilapidated Program; and

WHEREAS, the City of Newton Community Services Department prepared abatement and demolition plans and specifications for the Demolition Project 2025-01, and put said project out to bid; and

WHEREAS, City staff recommends that the City of Newton award a contract to D.W. Zinser Co. Inc of Walford, Iowa for the Demolition Project 2025-01 based on the low responsive, responsible bid received in the amount of \$41,965.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of D.W. Zinser Co. Inc of Walford, Iowa in the amount of Forty-One Thousand Nine Hundred and Sixty-Five Dollars and Zero Cents (\$41,965.00) for the Demolition Project 2025-01, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by D.W. Zinser Co. Inc of Walford, Iowa for the Demolition Project 2025-01 as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize the Dangerous and Dilapidated Building Program funds to pay for the abatement and demolition work.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and D.W Zinser Co. Inc, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City of Newton Public Works Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2025 Edition of the SUDAS Standard Specifications, the 2025 City of Newton Supplemental Specifications to said SUDAS Standard Specifications and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Demolition Project 2025-01

Project consists of asbestos abatement, lead paint abatement, and demolition work at 306 E 8th St S, and of asbestos abatement, lead paint abatement, and demolition work at 427 N 3rd Ave E along with 566 CY of class 10 excavation ; all in Newton, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Forty-One Thousand Nine Hundred and Sixty-Five Dollars and Zero Cents (\$41,965.00) which amount shall constitute the required amount of the performance and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and be fully completed on or before June 20, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of fifty dollars and zero cents (\$200.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: Demolition Project 2025-01

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

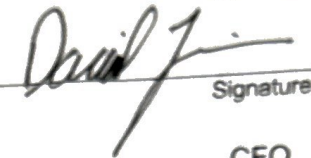
By _____

(Seal)
ATTEST:

CONTRACTOR

D.W. Zinser Co. Inc
Contractor

By


Signature

CFO
Title

1775 Commercial Dr
Street Address

Walford, IA 52351
City, State, Zip Code

319-846-8090
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 0 1 8 - 0 5 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Owner a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

(CONT. CONTRACT)

Project Name: Demolition Project 2025-01

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Linn County)

On this 11 day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, respectively, of the corporation _____, and _____, executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Bethany Anderson
Notary Public in and for the State of Iowa
My commission expires 12/27, 2026



CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

(CONT. CONTRACT)

Project Name: Demolition Project 2025-01

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	Abatement – 306 E 8th St S	Lump Sum	<u>\$1,400.00</u>	<u>\$1400.00</u>
2.	Demolition – 306 E 8th St S	Lump Sum	<u>\$14,901.00</u>	<u>\$14,901.00</u>
3.	Seed/Mulch/Fert-306 E 8th St S	Lump Sum	<u>\$500.00</u>	<u>\$500.00</u>
4.	PCC patching 306 E 8 th St S	5 SY	<u>\$100.00</u>	<u>\$500.00</u>
5.	Abatement-427 N 3 rd Ave E	Lump Sum	<u>\$2,200.00</u>	<u>\$2,200.00</u>
6.	Demolition-427 N 3 rd Ave E	Lump Sum	<u>\$16,000.00</u>	<u>\$16,000.00</u>
7.	Seed/Mulch/Fert.-427 N 3 rd E	Lump Sum	<u>\$1,200.00</u>	<u>\$1,200.00</u>
8.	Class 10 Excavation-427	549 CY	<u>\$4.00</u>	<u>\$2,264.00</u>
9.	4"Sewer Service 427 N 3 rd Ave E	40LF	<u>\$75.00</u>	<u>\$3,000.00</u>
			TOTAL COST	<u>\$41,965.00</u>

City of Newton Council Report

**Item:**

Resolution approving a low-moderate income housing set-aside grant for 203 East 8th Street South, Newton

Summary:

Grant to assist Low-Mod Income household with property improvements.

Financial Impact:

\$16,300 .00 in Low-Mod Income set-aside funds.

Report Number: 2025-236**Date:**

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has identified housing development as a serious need for the community. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community. To address such barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing throughout the community.

Recent residential development activity (Fairmeadows North and Arbor Estates) has been spurred utilizing TIF, and a LMI Housing set-aside fund has been slowly growing. By resolution 2023-093, City Council established the Low-Moderate Income Housing Set-Aside Funds Policy which has several program areas for which the set-aside dollars can be used. Program areas include: LMI Existing Housing Improvement Grant; State/Federal Affordable Housing Application Financial Support; Neighborhood Sidewalk Construction, Reconstruction & ADA improvements; and Neighborhood Revitalization and Blight Removal (which includes acquisition & demolition and dead/dying trees). The US Department of Housing & Urban Development (HUD) establishes the median family income for every county in the United States. Persons who meet the "low income" requirements have earnings at or below 80% of the median household income for the county, based on household size.

Eligible grant program areas include foundation work; permanent/semi-permanent interior work such as flooring, cabinetry, paint; windows and doors; HVAC; plumbing; electrical, exterior treatments; and roofing.

203 East 8th Street South:

The property owner of 203 East 8th Street South has made an application under the LMI Existing Housing Improvement Grant for the Plumbing & Exterior Improvement categories. The work entails removing and replacing existing sidewalk, and removing & replacing the existing water service line & connection.

Vanderpool Construction, Inc. of Indianola, Iowa has provided a quote for the work in a total amount of \$23,100.

The owner has submitted the necessary documentation, and staff has verified that the property owner income-qualifies for the City's LMI grant program.

Under the program, the property owners are required to pay the contractor 25% of the project cost,

and the City will directly pay the contractor 75% of the project cost.

The attached program agreement stipulates that the City of Newton will pay \$10,000.00 for the Plumbing work (maximum grant amount allowable) and \$6,300.00 for the Exterior work to Vanderpool Construction, Inc.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING A LOW-MODERATE INCOME
HOUSING SET-ASIDE GRANT FOR 203 EAST 8TH STREET
SOUTH, NEWTON**

WHEREAS, the City of Newton has identified housing development as a serious need for the community and utilizes Tax Increment Financing (TIF) to address this need; and

WHEREAS, State of Iowa law requires that the City of Newton set aside a portion of newly generated residential tax increment for Low-Moderate Income (LMI) housing needs; and

WHEREAS, Resolution 2023-093 established a Low-Moderate Income Housing Set-Aside Funds Policy that includes an Existing Housing Improvement Grant policy area; and

WHEREAS, Erin Hume, owner of 203 East 8th Street South, Newton meets the ownership and income requirements established by the policy; and

WHEREAS, Erin Hume proposes to remove & replace her existing private water service line and to remove & replace her existing sidewalk;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Low-Mod Income Existing Housing Improvement Grant Funds be issued to the contractor, Vanderpool Construction, Inc. of Indianola, Iowa, in an amount equal to 75% of the total project cost, up to a maximum of \$16,300.00;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the grant program agreement.

PASSED this 17th day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**LMI Existing Housing Improvement Grant Agreement
Between City of Newton and Erin Hume**

This Agreement made and entered into this _____ day of March 2025 by and between the City of Newton, Iowa, hereinafter called "City" and Erin Hume, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive LMI Existing Housing Improvement Grant funds for property located at 203 East 8th Street South; and

WHEREAS, the City's Community Development Department and Newton City Council reviewed and approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Project will receive a total **up to \$16,300.00** in grant funds for Plumbing improvements to install a new water service line from the City water main to inside the home, and Exterior improvements to remove & replace three sidewalk panels and remove & replace street pavement to facilitate the work, providing a 25% applicant cash match is met.

- a. Funding breakdown for Exterior Grant as follows:

- Total Estimated Project Cost - \$8,400.00
- 25% Applicant Cash Match - \$2,100.00
- **Exterior Improvement Grant - \$6,300.00**

- b. Funding breakdown for Plumbing Grant as follows:

- Total Estimated Project Cost - \$ 14,700.00
- Applicant Cash Match - \$4,700.00
- **Plumbing Improvement Grant - \$ 10,000.00 (maximum grant)**

- 2.) Required sign, building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors, when required.

- 3.) The City of Newton will provide the grant funding directly to the contractor that completed the work in the amount referenced above once the project is fully completed. The portion paid directly by the City of Newton shall be **tax exempt**. The City of Newton shall provide a copy of the City's Tax Exemption Certificate to the contractor upon request. The contractor shall provide the City of Newton a IRS 1099 form prior to payment.
- 4.) City staff will inspect and verify completeness of work prior to issuance of grant funds.
- a. The applicant shall provide a copy of the invoice from the licensed contractor that performed the work.
 - b. All work shall comply with applicable City Codes, including, but not limited to, zoning and building codes. All completed work shall be inspected and approved by the City's Building Official/Inspector.
- 5.) The applicant will provide a minimum 25% cash match to the grant funds for the approved work and pay that amount to the contractor directly.

Applicant:

Erin Hume

Date

For City of Newton:

Evelyn George, Mayor

Date

Contractor Acknowledgement:

James Crubaugh, Vanderpool Construction, Inc.

Date

City of Newton Council Report

**Item:**

Resolution approving a low-moderate income housing set-aside grant for 323 East 10th Street North, Newton

Summary:

Grant to assist Low-Mod Income household with property improvements

Financial Impact:

\$3,803.62 in Low-Mod Income Set Aside Funds

Report Number: 2025-238**Date:**

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has identified housing development as a serious need for the community. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community. To address such barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing throughout the community.

Recent residential development activity (Fairmeadows North and Arbor Estates) has been spurred utilizing TIF, and a LMI Housing set-aside fund has been slowly growing. By resolution 2023-093, City Council established the Low-Moderate Income Housing Set-Aside Funds Policy which has several program areas for which the set-aside dollars can be used. Program areas include: LMI Existing Housing Improvement Grant; State/Federal Affordable Housing Application Financial Support; Neighborhood Sidewalk Construction, Reconstruction & ADA improvements; and Neighborhood Revitalization and Blight Removal (which includes acquisition & demolition and dead/dying trees). The US Department of Housing & Urban Development (HUD) establishes the median family income for every county in the United States. Persons who meet the "low income" requirements have earnings at or below 80% of the median household income for the county, based on household size.

Eligible grant program areas include foundation work; permanent/semi-permanent interior work such as flooring, cabinetry, paint; windows and doors; HVAC; plumbing; electrical, exterior treatments; and roofing.

323 East 10th Street North:

The property owner of 323 East 10th Street North has made an application under the LMI Existing Housing Improvement Grant for the Plumbing category. The work entails removing and replacing tub/shower and adding grab bars.

Warnick Mechanical of Newton, Iowa has provided a quote for the work in a total amount of \$7,235.00.

The owner has submitted the necessary documentation, and staff has verified that the property owners income-qualify for the City's LMI grant program.

Under the program, the property owners are required to pay the contractor 25% of the project cost, and the City will directly pay the contractor 75% of the project cost. The attached program

agreement stipulates that the City of Newton will pay \$5,426.25 to Warnick Mechanical.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING A LOW-MODERATE INCOME
HOUSING SET-ASIDE GRANT FOR 323 EAST 10TH STREET
NORTH, NEWTON**

WHEREAS, the City of Newton has identified housing development as a serious need for the community and utilizes Tax Increment Financing (TIF) to address this need; and

WHEREAS, State of Iowa law requires that the City of Newton set aside a portion of newly generated residential tax increment for Low-Moderate Income (LMI) housing needs; and

WHEREAS, Resolution 2023-093 established a Low-Moderate Income Housing Set-Aside Funds Policy that includes an Existing Housing Improvement Grant policy area; and

WHEREAS, Mariya Dovganyuk, owner of 323 East 10th Street North, Newton meets the ownership and income requirements established by the policy; and

WHEREAS, Mariya Dovganyuk proposes to remove & replace her existing bathroom tub/shower with a new, accessible shower stall;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Low-Mod Income Existing Housing Improvement Grant Funds be issued to the contractor, Warnick Mechanical of Newton, Iowa, in an amount equal to 75% of the total project cost, up to a maximum of \$5,426.25;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the grant program agreement.

PASSED this 17th day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**LMI Existing Housing Improvement Grant Agreement
Between City of Newton and Mariya Dovganyuk**

This Agreement made and entered into this _____ day of March 2025 by and between the City of Newton, Iowa, hereinafter called "City" and Mariya Dovganyuk, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive LMI Existing Housing Improvement Grant funds for property located at 323 East 10th Street North; and

WHEREAS, the City's Community Development Department and Newton City Council reviewed and approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Project will receive a total of **up to \$5,426.25** in grant funds for Plumbing improvements to install a new accessible shower stall in the bathroom, providing a 25% applicant cash match is met.
 - a. Funding breakdown for Plumbing Grant as follows:
 - Total Estimated Project Cost - \$7,235.00
 - 25% Applicant Cash Match - \$1,808.75
 - **Improvement Grant - \$5,426.25**
- 2.) Required sign, building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors, when required.
- 3.) The City of Newton will provide the grant funding directly to the contractor that completed the work in the amount referenced above once the project is fully completed. The portion paid directly by the City of Newton shall be **tax exempt**. The City of Newton shall provide a copy of the City's Tax Exemption Certificate to the contractor upon request. The contractor shall provide the City of Newton an IRS 1099 form prior to payment.

- 4.) City staff will inspect and verify completeness of work prior to issuance of grant funds.
 - a. The applicant shall provide a copy of the invoice from the licensed contractor that performed the work.
 - b. All work shall comply with applicable City Codes, including, but not limited to, zoning and building codes. All completed work shall be inspected and approved by the City's Building Official/Inspector.
- 5.) The applicant will provide a minimum 25% cash match to the grant funds for the approved work and pay that amount to the contractor directly.

Applicant:

Mariya Dovganyuk

Date

For City of Newton:

Evelyn George, Mayor

Date

Contractor Acknowledgement:

Warnick Mechanical

Date

City of Newton Council Report

**Item:**

Resolution approving a low-moderate income housing set-aside grant for 605 East 27th Street South, Newton

Summary:

Grant to assist Low-Mod Income household with property improvements

Financial Impact:

\$750.00 in Low-Mod Income Set Aside Funds

Report Number: 2025-276

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has identified housing development as a serious need for the community. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community. To address such barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing throughout the community.

Recent residential development activity (Fairmeadows North and Arbor Estates) has been spurred utilizing TIF, and a LMI Housing set-aside fund has been slowly growing. By resolution 2023-093, City Council established the Low-Moderate Income Housing Set-Aside Funds Policy which has several program areas for which the set-aside dollars can be used. Program areas include: LMI Existing Housing Improvement Grant; State/Federal Affordable Housing Application Financial Support; Neighborhood Sidewalk Construction, Reconstruction & ADA improvements; and Neighborhood Revitalization and Blight Removal (which includes acquisition & demolition and dead/dying trees). The US Department of Housing & Urban Development (HUD) establishes the median family income for every county in the United States. Persons who meet the "low income" requirements have earnings at or below 80% of the median household income for the county, based on household size.

Eligible grant program areas include foundation work; permanent/semi-permanent interior work such as flooring, cabinetry, paint; windows and doors; HVAC; plumbing; electrical, exterior treatments; and roofing.

605 East 27th Street South:

The property owner of 605 East 27th Street South has made an application under the LMI Existing Housing Improvement Grant for the Plumbing category. The work entails repairing the water curb stop.

Randy Griffin (licensed contractor) of Newton, Iowa has provided a quote for the work in a total amount of \$1,000.00.

The owner has submitted the necessary documentation, and staff has verified that the property owners income-qualify for the City's LMI grant program.

Under the program, the property owners are required to pay the contractor 25% of the project cost, and the City will directly pay the contractor 75% of the project cost. The attached program

agreement stipulates that the City of Newton will pay \$750.00 to Randy Griffin.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING A LOW-MODERATE INCOME HOUSING SET-ASIDE GRANT FOR 605 EAST 27TH STREET SOUTH, NEWTON

WHEREAS, the City of Newton has identified housing development as a serious need for the community and utilizes Tax Increment Financing (TIF) to address this need; and

WHEREAS, State of Iowa law requires that the City of Newton set aside a portion of newly generated residential tax increment for Low-Moderate Income (LMI) housing needs; and

WHEREAS, Resolution 2023-093 established a Low-Moderate Income Housing Set-Aside Funds Policy that includes an Existing Housing Improvement Grant policy area; and

WHEREAS, Madison Barnes, owner of 605 East 27th Street South, Newton meets the ownership and income requirements established by the policy; and

WHEREAS, Madison Barnes proposes to replace/repair the water curb stop at the property;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Low-Mod Income Existing Housing Improvement Grant Funds be issued to the contractor, Randy Griffin of Newton, Iowa, in an amount equal to 75% of the total project cost, up to a maximum of \$750.00;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa: That the City shall obtain the signatures on the grant program agreement.

PASSED this 17th day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**LMI Existing Housing Improvement Grant Agreement
Between City of Newton and Madison Barnes**

This Agreement made and entered into this _____ day of March 2025 by and between the City of Newton, Iowa, hereinafter called "City" and Madison Barnes, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive LMI Existing Housing Improvement Grant funds for property located at 605 East 27th Street South; and

WHEREAS, the City's Community Development Department and Newton City Council reviewed and approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Project will receive a total of **up to \$750.00** in grant funds for Plumbing improvements to repair/replace water cub stop, providing a 25% applicant cash match is met.
 - a. Funding breakdown for Plumbing Grant as follows:
 - Total Estimated Project Cost - \$1,000.00
 - 25% Applicant Cash Match - \$250.00
 - **Improvement Grant - \$750.00**
- 2.) Required sign, building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors, when required.
- 3.) The City of Newton will provide the grant funding directly to the contractor that completed the work in the amount referenced above once the project is fully completed. The portion paid directly by the City of Newton shall be **tax exempt**. The City of Newton shall provide a copy of the City's Tax Exemption Certificate to the contractor upon request. The contractor shall provide the City of Newton an IRS 1099 form prior to payment.

- 4.) City staff will inspect and verify completeness of work prior to issuance of grant funds.
 - a. The applicant shall provide a copy of the invoice from the licensed contractor that performed the work.
 - b. All work shall comply with applicable City Codes, including, but not limited to, zoning and building codes. All completed work shall be inspected and approved by the City's Building Official/Inspector.
- 5.) The applicant will provide a minimum 25% cash match to the grant funds for the approved work and pay that amount to the contractor directly.

Applicant:

Madison Barnes

Date

For City of Newton:

Evelyn George, Mayor

Date

Contractor Acknowledgement:

Randy Griffin

Date

City of Newton Council Report

**Item:**

Resolution approving an agreement between the City of Newton, Iowa, Miller Property Solutions, LLC, Best Midwest Properties, LLC and Hundling Construction, Inc. regarding property located at 410 East 4 1/2 Street South, Newton, Iowa

Summary:

Agreement allowing a new owner to renovate a home that the City has filed a 657A.10A Abandoned Building petition upon.

Financial Impact:

None.

Report Number: 2025-251

Date:

March 17, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The property at 410 East 4 1/2 Street South is currently subject to an abandoned building litigation, *City of Newton, Iowa v. Miller Property Solution, LLC, EQCV123732*, as authorized by City Council Resolution #2024-047.

The property owner has found a new buyer for the property- Best Midwest Properties, LLC and Hundling Construction, Inc. (Jointly, the Buyer).

In order to see positive change in the subject property without further investment by the City of Newton, an agreement between Miller Property Solutions and the Buyer has been prepared.

The agreement allows for the renovation of the property, while keeping the door open on the City's abandoned property litigation (657A.10A case), until such a time that the rehabilitated property meets City Code. Specifically note the following in the agreement:

"The City has agreed to dismiss the Petition against Miller, and Miller has agreed to dismiss the Counterclaim against the City, contingent upon Miller or Buyer agreeing to complete rehabilitation of the Property and obtaining a Certificate of Occupancy from the City for the Property by December 15, 2025. The parties further agree to continue trial of this matter, currently set to begin June 4, 2025, to a date on or after March 1, 2026."

Recommendation:

Staff recommends approval of the resolution finding that it provides an opportunity for the private sector to address condition issues with this property while maintaining the City's ability to continue forward with the case at a later date if deadlines are not met.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
NEWTON, IOWA, MILLER PROPERTY SOLUTIONS, LLC, BEST
MIDWEST PROPERTIES,LLC AND HUNDLING CONSTRUCTION, INC.
REGARDING PROPERTY LOCATED AT 410 EAST 4 1/2 STREET
SOUTH, NEWTON, IOWA**

WHEREAS, the property at 410 East 4 ½ Street South is currently subject to an abandoned building litigation, *City of Newton, Iowa v. Miller Property Solution, LLC, EQCV123732*, as authorized by City Council Resolution #2024-047;

WHEREAS, an agreement between the City, Miller Property Solution, LLC, Best Midwest Properties, LLC and Hundling Construction, Inc. has been prepared to provide parameters for the rehabilitation of the subject property;

WHEREAS, City Council has reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, the aforementioned agreement for 410 East 4 ½ Street South is hereby approved and the Mayor is hereby authorized to sign said agreement.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

AGREEMENT BETWEEN THE CITY OF NEWTON, IOWA, MILLER PROPERTY SOLUTIONS, LLC, BEST MIDWEST PROPERTIES, LLC AND HUNDLING CONSTRUCTION, INC. REGARDING PROPERTY LOCATED AT 410 EAST 4 ½ STREET SOUTH, NEWTON, IOWA

The undersigned, City of Newton, Iowa (hereinafter “City”), Miller Property Solutions, LLC (hereinafter “Miller” or “Respondent”), Best Midwest Properties, LLC and Hundling Construction, Inc., (jointly hereinafter “Buyer”) hereby agree as follows:

1. On or about June 20, 2024 the City filed a Petition in the Iowa District Court for Jasper County, Case No. EQCV123732, alleging that the real property and improvements located at 410 East 4 ½ Street South, Newton and owned by Miller Property Solutions is an abandoned property (hereinafter “Property”).
2. On July 10, 2024 Miller filed an Answer and Counterclaim contesting the allegations made by the City in the Petition.
3. Subsequent to the filings, the City and Miller engaged in settlement negotiations regarding the Property.
4. In conjunction with its attempt to address the alleged violations, Miller subsequently attempted to negotiate the potential sale of the property to Buyer, subject to approval of the sale by the City.
5. Without input from or knowledge of the City, on or about January 14, 2025 Miller sold the Property to Buyer.
6. As of the date of this Agreement, the Petition filed by the City against Miller on June 20, 2024 remains in effect.
7. The City has agreed to dismiss the Petition against Miller, and Miller has agreed to dismiss the Counterclaim against the City, contingent upon Miller or Buyer agreeing to complete rehabilitation of the Property and obtaining a Certificate of Occupancy from the City for the Property by December 15, 2025. The parties further agree to continue trial of this matter, currently set to begin June 4, 2025, to a date on or after March 1, 2026.
8. The City agrees to issue a Certificate of Occupancy within the timelines set forth in this Agreement upon a finding that rehabilitation of the property is in full compliance with all relevant City building and property codes.

9. If either Miller or Buyer fails to bring the Property into full compliance with all relevant building and property codes of the City and fails to receive a Certificate of Occupancy for the Property by December 15, 2025, Respondent/Buyers shall be in violation of Iowa Code Sections 657A.1 and 657A.10B and subject to the relief the Court finds just and proper.
10. Notwithstanding the above, if, upon request of Respondent/Buyers and contingent upon compliance by the Defendant/Buyers of the terms and conditions of this Agreement, the City fails to issue a Certificate of Occupancy, Respondent/Buyers maintain the right to obtain an inspection from an independent third party. Such third party shall possess all relevant qualifications as evidenced by certification from the American Society of Home Inspectors, the International Association of Certified Home Inspectors, or similar agencies, or as determined by the Court. The findings of each party shall then be submitted to the Court for a determination regarding the issuance of a Certificate of Occupancy. If the Court determines that a Certificate of Occupancy should be issued, this matter shall be dismissed with prejudice. If the Court determines that a Certificate of Occupancy should not be issued, the Respondent/Buyers agree that they have not met the terms and conditions of this Agreement and are in violation of Iowa Code Sections 657A.1 and 657A.10B. Upon such finding, the parties agree to comply with the judgment of the Court regarding resolution of this matter.
11. This Agreement shall be of no force or effect unless and until approved by the City Council of the City of Newton, Iowa.

Dated this _____ day of March, 2025.

MILLER PROPERTY SOLUTIONS, LLC

Lee E. Miller, Miller Property Solutions, LLC

Hilary J. Montalvo
Attorney for Miller Property Solutions, LLC

Dated this _____ day of March, 2025.

BEST MIDWEST PROPERTIES, LLC

Managing Member

Dated this _____ day of March, 2025.

HUNDLING CONSTRUCTION, INC.

Phillip Hundling, President

Dated this _____ day of March, 2025.

CITY OF NEWTON, IOWA

Evelyn George, Mayor

ATTEST:

City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for 2025 fire hydrant painting project

Summary:

City Council awarding contract to J.R. Stelzer for sandblasting and painting 100 fire hydrants.

Financial Impact:

\$38,000.00 from water revenue funds

Report Number: 2025-254**Date:**

March 17, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

The Water Distribution Division of the Utilities Department maintains a network of fire hydrants to ensure public safety and fire protection throughout the water distribution system. To preserve their functionality and visibility, the hydrants require routine maintenance, including sandblasting and painting.

The Utilities Department issued a Request for Proposals (RFP) inviting qualified contractors to submit bids for the 2025 Hydrant Painting Project, which included a price per unit for sandblasting, priming and repainting 100 fire hydrants in the SE quadrant of the City of Newton.

The Utilities Department received two quotes at 11:00am on March 5, 2025, with the lowest responsive quote being J.R. Stelzer Co. of \$380.00 each equaling \$38,000.00 for all 100 fire hydrants.

Recommendation:

Award 2025 Fire Hydrant Painting Contract to J.R. Stelzer Co. of Lincoln Nebraska in the amount of \$38,000.00 for repainting of 100 fire hydrants.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION AWARDING CONTRACT FOR 2025 FIRE
HYDRANT PAINTING PROJECT**

WHEREAS, The Water Distribution Division of the Utilities Department maintains a network of fire hydrants to ensure public safety and fire protection throughout the water distribution system; and

WHEREAS, to preserve their functionality and visibility, the hydrants require routine maintenance, including sandblasting and painting; and

WHEREAS, the Utilities Department issued a Request for Proposals (RFP) inviting qualified contractors to submit bids for the 2025 Hydrant Painting Project, which included a price per unit for sandblasting, priming and repainting 100 fire hydrants in the SE quadrant of the City of Newton; and

WHEREAS, the Utilities Department received two quotes at 11:00am on March 5, 2025, with the lowest responsive quote being J.R. Stelzer Co. of \$380.00 each equaling \$38,000.00 for all 100 fire hydrants.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, the mayor is authorized to enter into a contract with J.R. Stelzer Co. of Lincoln Nebraska in the amount of \$38,000.00 for repainting of 100 fire hydrants, utilizing water revenue funds for this payment.

PASSED this _____day of March 2025.

APPROVED this_____ day of March 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, _____, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and J.R. Stelzer Co. hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City of Newton Utilities Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2024 Edition of the SUDAS Standard Specifications, the 2024 City of Newton Supplemental Specifications to said SUDAS Standard Specifications and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2025-01 Fire Hydrant Painting Project

The project includes Sandblasting and Apply primer coat, finish coat, and clear coat to 100 Fire hydrants in the SE quadrant of Newton, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Thirty-Eight Thousand Dollars and Zero Cents (\$38,000.00) which amount shall constitute the required amount of the performance and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and be fully completed on or before July 1, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars and zero cents (\$300.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)
Project

Project Name: 2025-01 Fire Hydrant Painting

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____

J.R. Stelzer Co.
Contractor

(Seal)

ATTEST:

By

Michael Stelzer
Signature

President
Title

5850 Russel Drive, Suite 1
Street Address

Lincoln, NE 68507
City, State, Zip Code

402-466-0726
Telephone

Maria Brumfield

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

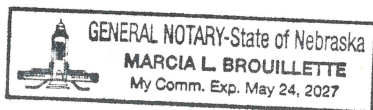
1. All Contractors: The Contractor shall enter its Public Registration Number C 0 8 9 6 - 9 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Owner a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

Project Name: 2025-01 Fire Hydrant Painting

CORPORATE ACKNOWLEDGMENT

State of Nebraska)
) SS
Lancaster (County)

On this 10th day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Michael Stelzer and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Michael Stelzer and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Marcia L. Brannellette
Notary Public in and for the State of Nebraska
My commission expires May 24, 20 27

(CONT. CONTRACT)

Project Name: 2025-01 Fire Hydrant Painting Project

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ESTIMATED PROJECT QUANTITIES-BASE BID					
Item No.	Item Code	Item	Est. Units	Unit Price	Amount
1		Fire Hydrant Painting(Sandblasting, primer, paint, and clearcoat	100	\$380.00	\$38,000.00
Total Quoted Cost to Perform the Work					\$38,000.00

City of Newton Council Report

**Item:**

Resolution approving change order #4 for the WPC Plant Improvements Project

Summary:

Approving change order #4 to Woodruff Construction

Financial Impact:

Change order #4 is a net deduct of (\$34,561.73). This project was paid from 2021 WPC Revenue bonds, to be paid back from WPC revenue

Report Number: 2025-255

Date:

March 17, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

Council previously approved a contract for \$5,897,300.00 on October 24, 2022 to Woodruff Construction LLC. for the WPC Plant Improvements Project. This project included multiple upgrades to the Water Pollution Control Treatment Plant, as well as the Southwest Pump Station.

Change order #4 includes multiple items, that have been combined into a single change order. The items are as follows; Item 1 – demolish and reinstall secondary wiring so that the transformer could be raised at the Southwest Pump Station = add \$3,310.68, item 2 – remove the requirement to install roof sheet metal and detailing for Digester 3 = deduct (\$6,972.10), item 3 – the original contract required removal of the original transformer foundation pads, it was decided to leave these foundations in place to serve as a sidewalk area = deduct (\$1,800.00), item 4 – the original contract includes allowances for Digester Cover Inspections, SCADA Hardware and Software, and PLC 5 Elimination = deduct (\$29,288.81), item 5 – additional repairs were required in the attic spaces of Digesters 1 and 2 to address leaks = add \$3,299.00, item 6 – some sidewalk paving was damaged by the Contractor through the course of construction. Rather than replace the sidewalk, the Contractor has offered a credit to have the damaged sidewalk left in place = deduct (\$3,110.50)

Total amount of change order #4 is a deduct of (\$34,561.73)

Recommendation:

Approval of the change order #4 from Woodruff Construction LLC. of Fort Dodge, Iowa in the deduct amount of (\$34,561.73).

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CHANGE ORDER #4 FOR THE
WPC PLANT IMPROVEMENTS PROJECT**

WHEREAS, City Council previously approved a contract for \$5,897,300.00 on October 24, 2022 to Woodruff Construction LLC. for the WPC Plant Improvements Project; and

WHEREAS, this project included multiple upgrades to the Water Pollution Control Treatment Plant, as well as the Southwest Pump Station; and

WHEREAS, change order #4 includes multiple items, that have been combined into a single change order; and

WHEREAS, the total amount of change order #4 is a deduct of (\$34,561.73); and

NOW, THEREFORE, BE IT RESOLVED, that change order #4 to Woodruff Construction, LLC. of Fort Dodge, IA is a deduct from previously approved contract amount of Thirty-Four Thousand, Five Hundred and Sixty-One Dollars and Seventy-Three Cents (\$34,561.73) for the WPC Plant Improvements Project, is hereby accepted.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

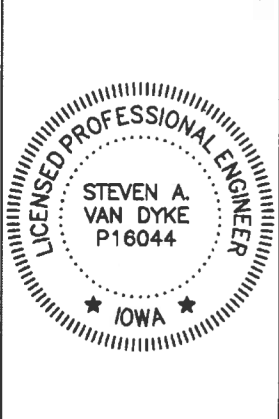
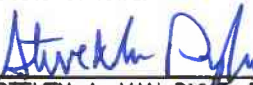
ATTEST:

Katrina Davis, City Clerk

Change Order No. 4
for
Treatment Plant & SW Pump
Station Improvements

Newton, Iowa

2022

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.   STEVEN A. VAN DYKE, P.E. DATE License number P16044 My license renewal date is December 31, 2025. Pages or sheets covered by this seal: All.
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Date of Issuance: March 17, 2025	Effective Date: March 18, 2025
Owner: City of Newton, Iowa	Owner's Contract No.: N/A
Contractor: Woodruff Construction, LLC	Contractor's Project No.:
Engineer: Strand Associates	Engineer's Project No.: 2423-20B
Project: Treatment Plant & SW Pump Station Improvements	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:
Descriptions:

Item 1 Demolish and reinstall secondary wiring so that the transformer could be raised at the Southwest Pump Station.

Add \$3,310.68 for this change.

Item 2 Remove the requirement to install roof sheet metal and detailing for Digester 3, as the roofing was eliminated from the project scope.

Deduct \$6,972.10 for this change.

Item 3 The original contract required removal of the original transformer foundation pads on the north side of the Dewatering & Storage Building as indicated on Sheet E3. After the transformers were removed, it was decided to leave these foundations in place to serve as a sidewalk area.

Deduct \$1,800.00 for this change.

Item 4 The original contract includes allowances for Digester Cover Inspections, SCADA Hardware and Software, and PLC 5 Elimination. The differences between the allowances and actual project costs are addressed in the table below:

Description	Allowance	Actual Cost	Difference
Digester Cover Inspections	\$10,000.00	\$2,400.00	-\$7,600.00
SCADA Hardware/Software	\$40,000.00	\$22,965.94	-\$17,034.06
PLC 5 Elimination	\$25,000.00	\$20,345.25	-\$4,654.75
Total	\$75,000.00	\$45,711.19	-\$29,288.81

Deduct \$29,288.81 for these changes.

Item 5 Additional repairs were required in the attic spaces of Digesters 1 and 2 to address leaks. This work is included under an allowance that was closed out in Change Order 3, so this is considered additional work under the contract.

Add \$3,299.00 for this change.

Item 6 Some sidewalk paving was damaged by the Contractor through the course of construction. Rather than replace the sidewalk, the Contractor has offered a credit to have the damaged sidewalk left in place. The Owner will replace the damaged sidewalk panels as part of a larger sidewalk replacement project in the future.

Deduct \$3,110.50 for this change.

Attachments: *None.*

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price:		Original Contract Times:	
\$5,897,300.00		Substantial Completion: <u>June 3, 2024</u>	
		Ready for Final Payment: <u>July 3, 2024</u>	
		days or dates	
Increase from previously approved Change Orders:		Increase Decrease from previously approved Change	
		Orders No. <u> </u> to No. <u> </u> :	
\$149,748.05		Substantial Completion: <u>N/A</u>	
		Ready for Final Payment: <u>N/A</u>	
		days	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$6,047,048.05		Substantial Completion: <u>June 3, 2024</u>	
		Ready for Final Payment: <u>July 3, 2024</u>	
		days or dates	
Decrease of this Change Order:		Increase of this Change Order:	
\$34,561.73		Substantial Completion: <u>392 days</u>	
		Ready for Final Payment: <u>362 days</u>	
		days or dates	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$6,012,486.32		Substantial Completion: <u>June 30, 2025</u>	
		Ready for Final Payment: <u>June 30, 2025</u>	
		days or dates	

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: <u></u>	By: _____	By: <u></u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized)			
Title: <u>Project Manager</u>	Title: _____	Title: _____			
Date: <u>March 6, 2025</u>	Date: _____	Date: _____			

2025-03-06
T07:51:42-06:00

City of Newton Council Report

**Item:**

Resolution awarding a Professional Services Agreement for Engineering and Design of 2025-01 Iowa Speedway Dr. Sidewalk Project

Summary:

Hiring Bolton/Menk Engineering to conduct Survey and Design

Financial Impact:

\$27,600 from Capital fund to be reimbursed with Eastmart TIF funds

Report Number: 2025-256**Date:**

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The City of Newton has a need to install a sidewalk along Iowa Speedway Dr for access to commercial properties for pedestrians. Many complaints have been received over the safety of those walking or riding along Iowa Speedway. Dr. City Council has previously determined this to be one of the top priority projects for 2025. Bolton/Menk Engineering clearly understands the scope of work and has quoted a reasonable fee for the service provided.

TASK I – ENGINEERING SERVICES

For the purposes of this specific project, the services to be provided by the CONSULTANT are as follows:

Subtask A – Topographic Survey

Subtask B – Preliminary Design

Subtask C – Final Design

The final design will be completed and placed to bid for this construction season.

Recommendation:

Approve a professional services agreement for Survey and Design with Bolton/Menk Engineering of Ames, Iowa for the quoted amount of \$27,600 to be paid from the Capital fund to be reimbursed with Eastmart TIF funds

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION AWARDDING A PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING AND DESIGN OF 2025-01 IOWA
SPEEDWAY DR SIDEWALK PROJECT**

WHEREAS, The City of Newton has a need to install sidewalk along Iowa Speedway Dr for access to commercial properties for pedestrians; and

WHEREAS, Bolton/Menk Engineering has a clear understanding of the scope of work and has quoted a reasonable fee for the service provided; and

WHEREAS, TASK I – ENGINEERING SERVICES
For purposes of this specific project, services to be provided by CONSULTANT are as follows:
Subtask A – Topographic Survey
Subtask B – Preliminary Design
Subtask C – Final Design; and

WHEREAS, the final Design will be completed and placed to bid this construction season; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the recommendation to approve a professional services agreement for Survey and Design with Bolton/Menk Engineering of Ames, Iowa is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said professional services agreement to be signed by the Mayor and City Clerk on behalf of the City, is hereby approved. The \$27,600 cost of the Survey and Design shall be paid from the Capital fund to be reimbursed with Eastmart TIF funds

PASSED this _____ day of March 2025.

APPROVED this _____ day of March 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PROFESSIONAL SERVICES AGREEMENT

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

Date of Agreement: 3/10/2025

Agreement Number:

0A1.133348

Project Location: Newton, IA

Client

Name: City of Newton

Address: 101 West 4th Street S

Address: _____

City: Newton State Iowa Zip 50208

(hereinafter referred to as Client)

Phone No.:

641-792-2787

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

Agent or Person Ordering Services: Brandon Schakel, Engineering Technician

Address: _____

City: _____ State _____ Zip _____

Phone No.:

641-792-6622 ext. 2309

Fax No.:

Fee Arrangement

Hourly, Not-to-Exceed

Data Collection: \$8,200

Prelim Design: \$8,100

Final Design/Bidding: \$11,000

TOTAL: \$27,300

as per the 2025 Bolton & Menk rate schedule

Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the E 31st Street Speedway Drive Sidewalk and Shared Use Path.

Special Conditions

The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Newton dated March 19, 2024, and approved by the Newton City Council on April 9, 2024, unless modified by this Work Order.

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

Offered by: Bolton & Menk, Inc.



Matthew Ferrier, PE, Principal Engineer

March 11, 2025

Date

Accepted by: City of Newton, Iowa

Evelyn George, Mayor

Date

March 10, 2025

Brandon Schakel

City of Newton Engineering Technician

RE: E 31st Street/ Iowa Speedway Drive Sidewalk/ Shared Use Path Design

Mr. Schakel:

Bolton & Menk is pleased to submit this proposal to provide engineering services for the design of the E 31st/ Iowa Speedway Drive Street Sidewalk/ Shared Use Path from E 1st Ave to Walmart Entrance. The proposed scope of services is listed below.

SCOPE OF SERVICES

TASK 1: DESIGN SERVICES

Subtask 1A: Topographic Survey

Description: Bolton & Menk will perform the following scope from the intersection of E 1st Ave and E 31st Street intersection to the northern entrance to Walmart.

- Locate site improvements within the survey limits, including existing structures, trees, landscaping, streets and observable evidence of utilities. Utility maps and locates will be requested through a design locate request.
- Survey existing ground to create surface model and contours for the site.
- CAD drafting to create electronic mapping.
- Development of two(2) permanent sidewalk/trail easement for City staff to acquire from private property owners

Deliverables: Electronic mapping in DWG or DGN format. A text file for survey reference points.

Estimated Cost: \$8,200

Subtask 1B: Preliminary Design

Description: Bolton & Menk will develop the design and construction drawings for the sidewalk/trail. Preliminary design is approximately 60% of final design. Drawing will include:

- Proposed sidewalk and shared use path: alignment, profile and other applicable information.
- Coordination Meeting with City of Newton Engineering. Comments from the review will be incorporated during the final design process.
- Coordination with other utilities in the project area.

Deliverables: Preliminary design drawings, meeting minutes.

Estimated Cost: \$8,100

Subtask 1C: Final Design

Description: Bolton & Menk will revise the preliminary design drawing and bring them to the 100% design stage. This task includes:

- Finalize the construction drawings based on the preliminary design reviews and utility coordination
- Development of special project details and project manual
- Quantity Tabulations & Opinion of Probable Cost (OPC)
- Support bidding activities
- Finalize utility coordination

Deliverables: Final design drawings, OPC

Estimated Cost: \$11,000

COMPENSATION

The compensation for the base scope of services listed above is: **\$ 27,300.00**

Any services not listed above are excluded from this proposal. These additional services may be added as part of a change order or a new service proposal.

We are excited about working with you to complete this project. Please do not hesitate to contact me with any questions about our experience or this proposal.

City of Newton Council Report

**Item:**

Resolution Combining Loan Agreements and Authorizing the use of a Preliminary Official Statement in Connection Therewith

Summary:

Resolution Combining Loan Agreements and Authorizing the use of a Preliminary Official Statement in Connection Therewith

Financial Impact:

Combines a Water Loan Agreement with the Existing 2025 Loan Agreements and Authorizes use of a Preliminary Official Statement

Report Number: 2025-264

Date:

March 17, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

During the construction phase of the Westwood Clubhouse, it was discovered that the water pressure is not sufficient for the fire suppression system. In order to move forward with construction of the clubhouse, it is necessary to upgrade the existing water lines to the facility in order to improve water pressure.

Staff researched financing solutions for this unforeseen expense and realized that a public hearing was held in December of 2024 on GO Bonds for water projects. Since that time, the Revenue bonds for the Water have been purchased but the authority for the GO Bonds remains. It is proposed to add 1.2 million dollars of Water Projects to the 2025 bond agreements that were approved at the March 3, 2025 meeting to cover these additional costs. This action will not increase the debt service levy paid by taxpayers.

The City Council intends to combine these 2 Loan Agreements into a single loan agreement and to issue General Obligation Corporate Purpose Bonds, Series 2025A.

In addition, the City Administrator and Finance Officer are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Disclosure Counsel and the Underwriter to prepare the Preliminary Official Statement describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Recommendation:

Staff recommends approval of the attached Resolution taking additional action in regards to the 2025 General Obligation bonds and use of a preliminary official statement.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

Resolution combining loan agreements and authorizing the use of a Preliminary Official Statement in connection therewith

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed \$4,200,000 for the purpose of paying the costs, to that extent, of (a) constructing street, alley, storm water drainage and sidewalk improvements, including other incidental public infrastructure elements; (b) acquiring equipment for municipal cemeteries; (c) acquiring vehicles and equipment for the municipal Police, Fire and EMS departments; (d) undertaking improvements to and equipping of existing municipal parks; (e) undertaking improvements to the municipal airport; (f) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; and (g) providing funding for the Newton Housing Initiative Program, a copy of which is on file for public inspection in the Office of the City Clerk, which is a program that provides for the acquisition, restoration or demolition of housing, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 3, 2025; and

WHEREAS, the City also proposed to enter into a general purpose loan agreement (the “Parks and Recreation Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$930,000 for the purpose of paying the costs, to that extent, of (a) undertaking tennis court surfacing and lighting improvements; (b) undertaking improvements to the municipal swimming pool; (c) undertaking recreation trail improvements; and (d) undertaking club house improvements at the municipal golf course, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of March 3, 2025, no petition had been filed with the City asking that the question of entering into the Parks and Recreation Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a general purpose loan agreement (the “Public Facilities Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of (a) undertaking improvements to municipal fire stations; (b) constructing training facilities for the municipal police and fire departments; (c) undertaking improvements to and equipping City Hall; and (d) constructing an animal control facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of March 3, 2025, no petition had been filed with the City asking that the question of entering into the Public Facilities Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a general obligation urban renewal loan agreement (the “Urban Renewal Loan Agreement” and together with the Essential Purpose Loan Agreement, the Parks and Recreation Loan Agreement, and the Public Facilities Loan Agreement, the “Loan Agreements”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and

to borrow money thereunder in a principal amount not to exceed \$200,000 for the purpose of paying the costs, to that extent, of undertaking the Downtown Housing Grant and Downtown Micro-Grant Programs, an authorized urban renewal project of the City in its North Central Urban Renewal Area, last approved by City Council action on August 15, 2022, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of March 3, 2025, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City took action on March 3, 2025, to combine the Loan Agreements into a single loan agreement (“Loan Agreement #1”); and

WHEREAS, the City also proposed to enter into a loan agreement (“Loan Agreement #2”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$2,900,000 for the purpose of paying the costs, to that extent, of undertaking improvements to, and equipment acquisition for, the Municipal Waterworks Utility, including, but not limited to, water meters, pump station equipment, wells, water treatment plant and water lines, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on December 2, 2024; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council intends to combine Loan Agreement #1 and Loan Agreement #2 into a single loan agreement (the “Loan Agreement”) and to issue General Obligation Corporate Purpose Bonds, Series 2025A (the “Bonds”) in evidence of its obligations thereunder; and

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

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

Section 1. Loan Agreement #1 and Loan Agreement #2 are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof.

Section 2. The City Administrator and Mayor are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Disclosure Counsel and the Underwriter to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Underwriter of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved. The Underwriter and Disclosure Counsel are hereby authorized to prepare and use a final Official Statement for the

Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator and/or Finance Officer are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Underwriter or Disclosure Counsel. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission

Section 4. Further action with respect to the Bonds is hereby adjourned to the City Council meeting scheduled for April 7, 2025.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 17, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to combining loan agreements and approving a preliminary official statement as referred to therein, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code). In the opinion of Bond Counsel, the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

\$5,250,000***City of Newton, Iowa****General Obligation Corporate Purpose Bonds, Series 2025A****Dated:** Date of Delivery**Due:** As shown on inside cover

The \$5,250,000* General Obligation Corporate Purpose Bonds, Series 2025A (the "Bonds"), are being issued in fully registered form in denominations of \$5,000 or any integral multiple thereof pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2025, as amended, and a resolution authorizing issuance of the Bonds (the "Resolution") expected to be adopted by the City of Newton, Iowa (the "Issuer" or the "City") on April 21, 2025*. The Depository Trust Company, New York, New York ("DTC") will act as the securities depository for the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by DTC. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the Bondholder, the principal of, premium, if any, and interest on the Bonds will be paid by BOKF, N.A., Lincoln, Nebraska, as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See "APPENDIX F – BOOK-ENTRY SYSTEM" herein.

The Bonds will bear interest from their dated date, payable semiannually on each June 1 and December 1, commencing December 1, 2025*.

[The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by Build America Mutual Assurance Company ("BAM" or the "Insurer"). See "BOND INSURANCE" and "APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.]



The Bonds are subject to mandatory sinking fund redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. All of the Bonds then outstanding are subject to optional redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on June 1, 2033*, or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium. See "THE BONDS – Redemption" herein.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "SECURITY AND SOURCE OF PAYMENT" herein.

Proceeds of the Bonds will be used for the purpose of paying the cost of financing the Projects, as further described in "PLAN OF FINANCING" herein.

The Bonds are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with the issuance of the Bonds. It is expected that the Bonds in the definitive form will be available for delivery through the facilities of DTC on or about May 7, 2025*.



The Date of this Official Statement is April __, 2025

* Preliminary, subject to change.

\$5,250,000*
City of Newton, Iowa
General Obligation Corporate Purpose Bonds, Series 2025A

MATURITY SCHEDULE

<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u> *	<u>Cusip Num.</u> **	<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u>	<u>Cusip Num.</u> **
June 1, 2026	\$915,000				June 1, 2036	\$240,000			
June 1, 2027	\$160,000				June 1, 2037	\$250,000			
June 1, 2028	\$170,000				June 1, 2038	\$265,000			
June 1, 2029	\$180,000				June 1, 2039	\$275,000			
June 1, 2030	\$185,000				June 1, 2040	\$285,000			
June 1, 2031	\$195,000				June 1, 2041	\$295,000			
June 1, 2032	\$205,000				June 1, 2042	\$305,000			
June 1, 2033	\$210,000				June 1, 2043	\$325,000			
June 1, 2034	\$225,000				June 1, 2044	\$335,000			
June 1, 2025	\$230,000								

\$,000* ____%* Term Bond due June 1, 20____, Yield ____%*, CUSIP** _____

* Preliminary, subject to change.

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

No dealer, broker, salesperson or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The information set forth herein has been obtained from the Issuer and from other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED “FORWARD-LOOKING STATEMENTS,” MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS “ANTICIPATED,” “PLAN,” “EXPECT,” “PROJECTED,” “ESTIMATE,” “BUDGET,” “PRO FORMA,” “FORECAST,” “INTEND,” OR OTHER WORDS OF SIMILAR IMPORT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

In connection with the issuance of the Bonds, the Issuer will enter into a Continuing Disclosure Certificate. See “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

[Build America Mutual Assurance Company (“BAM” or the “Insurer”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM, and presented under the headings “BOND INSURANCE” and “APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY”.]

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OFFICIAL STATEMENT

\$5,250,000*
City of Newton, Iowa
General Obligation Corporate Purpose Bonds, Series 2025A

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto (the “Official Statement”), is to set forth certain information in conjunction with the sale of \$5,250,000* General Obligation Corporate Purpose Bonds, Series 2025A (the “Bonds”), of the City of Newton, Iowa (the “Issuer” or the “City”). This Introduction is not a summary of this Official Statement, but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer.

The Bonds are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2025, as amended (collectively, the “Act”), and a resolution expected to be adopted by the Issuer on April 21, 2025* (the “Resolution”), to evidence the obligations of the Issuer under a loan agreement between the Issuer and the Underwriter (the “Loan Agreement”).

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “SECURITY AND SOURCE OF PAYMENT” herein.

Proceeds of the Bonds will be used for the purpose of paying the cost of financing the Projects, as further described in “PLAN OF FINANCING” herein. See “SOURCES AND USES OF FUNDS” herein.

THE ISSUER

The Issuer, with a 2020 U.S. Census population of 15,760, and a current U.S. Census population estimate of 15,688, comprises approximately 11.26 square miles. The Issuer operates under a statutory form of government consisting of a six-member City Council, of which the Mayor is not a voting member. Additional information concerning the Issuer is included in “APPENDIX A – INFORMATION ABOUT THE ISSUER” hereto.

THE BONDS

General

The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Interest on and principal of the Bonds are payable in lawful money of the United States of America.

The Bonds are dated as of the date of their delivery, will mature on June 1 in the years and in the amounts set forth on the inside cover page hereof, and will bear interest at the rates to be set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2025*, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the interest payment date, to the addresses appearing on the registration books maintained by the Registrar or such other address as is furnished to the Registrar in writing by a registered owner. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof.

Redemption

Optional Redemption. The Issuer reserves the right to optionally redeem part or all of the principal of the Bonds maturing after June 1, 2033* prior to and in any order of maturity on said date or on any date thereafter upon terms of par and accrued interest. If less than all

* Preliminary, subject to change.

* Preliminary, subject to change.

of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Mandatory Sinking Fund Redemption. The Bonds identified below are subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years set forth below at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

<u>Term Bond Maturing June 1, 20__</u>	
<u>Date</u>	<u>Amount</u>
June 1, 20__	\$ _____
June 1, 20__ (maturity)	\$ _____

Selection of Bonds for Redemption. If less than all of the Bonds of any like maturity are to be redeemed (other than mandatory sinking fund redemption), the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Notice of Redemption. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the Issuer's registration books not less than thirty (30) days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Registrar of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption.

SECURITY AND SOURCE OF PAYMENT

General

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "APPENDIX A – INFORMATION ABOUT THE ISSUER."

Section 76.2 of the Code of Iowa, 2025, as amended (the "Iowa Code") provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of such resolution shall be filed with the County Auditor in which the Issuer is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the Issuer, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose on all the taxable property in the Issuer in each of the years while the Bonds are outstanding. The Issuer shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the Issuer and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the Issuer and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Iowa Code, each year while the Bonds remain outstanding and unpaid, any funds of the Issuer which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the Issuer's budget. While not pledged to Bondholders, the Issuer may use tax increment revenues for the payment of the principal of and interest on the Bonds.

BOND INSURANCE

[to be provided by the Insurer]

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Bond Insurance

In the event of default of the payment of the regularly scheduled principal of and interest on the Bonds when due, any owner of the Bonds will have a claim under the Policy for such payments.

Default in the payment of principal of and interest on the Bonds does not obligate acceleration of the obligations of BAM without appropriate consent. BAM may direct and must consent to any remedies exercised and BAM's consent may be required in connection with amendments to the Resolution. The obligations of BAM under the Policy are general obligations of BAM and in an event of default by BAM, the remedies available to the Bondholders may be limited by laws related to insolvency. If BAM becomes insolvent or otherwise becomes subject to receivership or similar proceedings under state insurance law, Bondholders may become general unsecured creditors of BAM and, under such circumstances, timely payment of the principal of and interest on the Bonds might depend entirely on the ability of the Issuer to pay principal of and interest on the Bonds as described under the heading "SECURITY AND SOURCE OF PAYMENT" herein.

The ability of BAM to make payment of such defaulted principal or interest under the Policy may be adversely affected by the financial condition of BAM at such time. No assurance is given as to the current or future financial condition of BAM or the financial condition of any entity with which BAM may merge or by which it may be acquired.

In the event BAM is unable to make payment of principal and interest on the Bonds as such payments become due under the Policy, the Bonds are payable solely from the Issuer as described herein. In the event BAM becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability for the Bonds.

The long-term ratings of the Bonds are dependent in part on the financial strength of BAM and its claims-paying ability. BAM's financial strength and claims-paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of BAM and of the ratings on the Bonds will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability for the Bonds. See "RATING" herein.

The Issuer has made no independent investigation into the claims-paying ability of BAM, and no assurance or representation regarding the financial strength or projected financial strength of BAM is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Issuer to pay principal of and interest on the Bonds and the claims-paying ability of BAM, particularly over the life of the Bonds. See "BOND INSURANCE" herein for further information provided by BAM and the Policy, which includes further instructions for obtaining current financial information regarding BAM.

Tax Levy Procedures

The Bonds are general obligations of the Issuer, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the Issuer. As part of the budgetary process of the Issuer each fiscal year the Issuer will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the Issuer. A failure on the part of the Issuer to make a timely levy request or a levy request by the Issuer that is inaccurate or is insufficient to make full payments of the debt service on the Bonds for a particular fiscal year may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential negative impact, if any, on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular Bond or Note issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss

S&P Global Ratings, a division of Standard and Poor's Financial Services LLC ("S&P") has assigned a rating of "[]" to the Bonds. [S&P is expected to assign an insured rating of "AA" (stable outlook) to the Bonds based upon issuance and delivery of the municipal bond insurance policy by BAM at the time of the delivery of the Bonds.] Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of S&P, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy and Insolvency

The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, the Loan Agreement and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the Issuer were to file a petition under chapter nine of the federal bankruptcy code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the Issuer fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Sections 76.16 and 76.16A of the Iowa Code, a city, county, or other political subdivision may become a debtor under chapter nine of the federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "*debt*" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to Chapter 28E of the Iowa Code, or other political subdivision.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “anticipated,” “plan,” “expect,” “projected,” “estimate,” “budget,” “pro forma,” “forecast,” “intend,” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading “TAX EXEMPTION AND RELATED TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

The Issuer will designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. However, the Issuer’s failure to comply with such covenants could cause the Bonds not to be “qualified tax-exempt obligations” and banks and certain other financial institutions would not receive more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

It is possible that actions of the Issuer after the closing of the Bonds will alter the tax exempt status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “APPENDIX F – BOOK-ENTRY SYSTEM.”

Proposed Federal Tax Legislation

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Cybersecurity

The Issuer, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the Issuer will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the Issuer’s information systems could impact business operations and systems, and the costs of remedying any such damage could be significant.

The Issuer maintains cybersecurity insurance coverage. The Issuer cannot predict whether this coverage would be sufficient in the event of a cyber-incident.

Pension and Other Post-Employment Benefits (“OPEB”) Information

The Issuer contributes to the Iowa Public Employees’ Retirement System (“IPERS”), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer not covered by MFPRSI (defined herein) are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make monthly contributions to IPERS. Contribution amounts are set by State statute. The IPERS Annual Comprehensive Financial Report for its fiscal year ended June 30, 2024 (the “IPERS ACFR”), indicates that as of June 30, 2024, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 90.75%, and the unfunded actuarial liability was approximately \$4.375 billion. The IPERS ACFR identifies the IPERS Net Pension Liability at June 30, 2024, at approximately \$3.641 billion (market value), while its net pension liability at June 30, 2023, was approximately \$4.514 billion (market value). The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321.

Bond Counsel, Disclosure Counsel, the Underwriter and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS website.

In fiscal year ended June 30, 2023, the Issuer’s IPERS contribution totaled approximately \$432,165. The Issuer is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the Issuer’s identified portion at June 30, 2023, at approximately \$2,023,987, which is measured as of June 30, 2022. While the Issuer’s contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER FOR FISCAL YEAR 2023” for additional information on pension and liabilities of the Issuer.

The Issuer also contributes to the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”), which is a multiple-employer cost-sharing defined benefit pension plan for fire fighters and police officers, administered under Chapter 411 of the Iowa Code. MFPRSI plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to MFPRSI. Contribution amounts are set by State statute. The MFPRSI Annual Comprehensive Financial Report for its fiscal year ended June 30, 2024 (the “MFPRSI Report”) indicates that as of June 30, 2024, the date of the most recent actuarial valuation for MFPRSI, the funded ratio of MFPRSI was 84.47%, and the unfunded actuarial liability was approximately \$616.9 million. The MFPRSI Report identifies the MFPRSI Net Pension Liability at June 30, 2024, at approximately \$660.8 million (market value), while its net pension liability at June 30, 2023, at approximately \$626.2 million (market value). The MFPRSI Report is available on the MFPRSI website.

Bond Counsel, Disclosure Counsel, the Underwriter and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the MFPRSI website.

In fiscal year ended June 30, 2023, the Issuer’s MFPRSI contribution totaled approximately \$873,833. The Issuer is current in its obligations to MFPRSI.

Pursuant to Governmental Accounting Standards Board Statement No. 68, MFPRSI has allocated the net pension liability among its members, with the Issuer’s identified portion at June 30, 2023, at approximately \$6,073,166, which is measured as of June 30, 2022. While the Issuer’s contributions to MFPRSI are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER FOR FISCAL YEAR 2023” for additional information on pension and liabilities of the Issuer.

The Issuer operates a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees and their spouses. Group insurance benefits are established under the Iowa Code, Chapter 509A.13. The Issuer currently finances the benefit on a pay-as-you-go basis. For the year ended June 30, 2023, the Issuer contributed \$2,334,444 and plan members eligible for benefits contributed \$24,023 to the plan. At June 30, 2023, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. Individuals who are employed by the Issuer and are eligible to participate in the group health plan are eligible

to continue health care benefits upon retirement. Retirees under age 65 pay the same premium for the medical/prescription drug benefits as active employees, which results in an implicit rate subsidy. Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of service. At June 30, 2023, 107 active employees and 6 inactive employees or beneficiaries were covered by the benefit terms. See “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER FOR FISCAL YEAR 2023” for additional information on other post-employment benefits of the Issuer.

Risk of Audit

The Internal Revenue Service has an ongoing program to audit tax-exempt obligations to determine the legitimacy of the tax status of such obligations. No assurance can be given as to whether the Internal Revenue Service will commence an audit of the Bonds. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business; however, no litigation currently exists that is not believed to be covered by current insurance carriers and the Issuer is not aware of any pending litigation that questions the validity of these Bonds.

ACCOUNTANT

The financial statements of the Issuer as of and for the year ended June 30, 2023, included in this Official Statement as Appendix D, have been audited by Gronewold, Bell, Kyhnn & Co. P.C., Atlantic, Iowa, independent auditors, as stated in their report appearing herein. Gronewold, Bell, Kyhnn & Co. P.C., has not been engaged to perform, and has not performed, any procedures on the financial statements after June 30, 2023, and also has not performed any procedures relating to this Official Statement.

The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles.

The audited financial statements as of and for the year ended June 30, 2024, are not available; however, the Annual Financial Report of the Issuer attached hereto in Appendix E is an unaudited report that has been filed with the State of Iowa Department of Management for the fiscal year ended June 30, 2024. The audited financial statements for the fiscal year ended June 30, 2024, are expected to be filed on EMMA (defined herein) when they become available.

PLAN OF FINANCING

The Issuer will use the proceeds of the Bonds to provide funds for the purpose of paying the cost, to that extent, of (a) constructing street, alley, storm water drainage and sidewalk improvements, including other incidental public infrastructure elements; (b) acquiring equipment for municipal cemeteries; (c) acquiring vehicles and equipment for the municipal Police, Fire and EMS departments; (d) undertaking improvements to and equipping of existing municipal parks; (e) undertaking improvements to the municipal airport; (f) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; (g) providing funding for the Newton Housing Initiative Program, which is a program that provides for the acquisition, restoration or demolition of housing; (h) undertaking tennis court surfacing and lighting improvements; (i) undertaking improvements to the municipal swimming pool; (j) undertaking recreation trail improvements; (k) undertaking club house improvements at the municipal golf course; (l) undertaking improvements to municipal fire stations; (m) constructing training facilities for the municipal police and fire departments; (n) undertaking improvements to and equipping City Hall; (o) constructing an animal control facility; (p) undertaking the Downtown Housing Grant and Downtown Micro-Grant Programs, an authorized urban renewal project of the City in its North Central Urban Renewal Area last approved by City Council action on August 15, 2022; (q) undertaking improvements to, and equipment acquisition for, the Municipal Waterworks Utility, including but not limited to, water meters, pump station equipment, wells, water treatment plant and water lines (collectively, the “Projects”); and (r) paying certain costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS*

The following are estimated sources and uses of funds, with respect to the Bonds.

Sources of Funds	
Bond Principal	\$5,250,000*
Premium	\$
Total Sources of Funds	\$
Uses of Funds	
Project Fund	\$
Costs of Issuance & Contingency ⁽¹⁾	\$
Total Uses of Funds	\$

(1) Includes, among other things, payment of certain legal, financial and other expenses related to the issuance of the Bonds (including, without limitation, underwriters' discount [and bond insurance premium]). See the discussion under the caption "UNDERWRITING" herein.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers under the Code.

The opinion set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits, taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, and corporations that may be subject to the alternative minimum tax. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

* Preliminary, subject to change.

Qualified Tax-Exempt Obligations

In the resolution authorizing the issuance of the Bonds, the Issuer will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

Original Issue Discount

The Bonds maturing in the years _____ (collectively, the “Discount Bonds”) are being sold at a discount from the principal amount payable on such Discount Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under Section 1288 of the Code (“Section 1288”) is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under Section 1288 is added to the owner’s federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under Section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner’s tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see “TAX EXEMPTION AND RELATED TAX MATTERS” herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as “APPENDIX B – FORM OF BOND COUNSEL OPINION.” Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be

delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

RATING

The Bonds are rated “[]” by S&P. [S&P is expected to assign an insured rating of “AA” (stable outlook) to the Bonds based upon issuance and delivery of the municipal bond insurance policy by BAM at the time of the delivery of the Bonds.] The ratings reflect only the views of S&P, and an explanation of the significance of a rating may be obtained only from S&P and its published materials. The ratings described above are not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of S&P, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the ratings are still in effect. A downward revision or withdrawal of a rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

CONTINUING DISCLOSURE

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the Issuer (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than twelve months after the close of each fiscal year, commencing with the fiscal year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”).

During the previous five years, the Issuer has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by D.A. Davidson & Co. (the “Underwriter”). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of \$ _____ (reflecting the par amount of the Bonds with original issue premium of \$ _____ and an underwriter’s discount of \$ _____).

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolution and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entirety by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES [A, B, C, D, E, F and G] are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the Issuer.

City of Newton, Iowa

Lisa Frasier/Finance
Officer

APPENDIX A
INFORMATION ABOUT THE ISSUER
CITY OFFICIALS

Evelyn George , Mayor	December 31, 2025
Mark Hallam , Council Member – First Ward	December 31, 2027
Melissa Dalton , Council Member – Second Ward	December 31, 2025
Stacy Simbro , Council Member – Third Ward	December 31, 2027
Steve Mullan , Council Member – Fourth Ward	December 31, 2025
Joel Mills , Council Member – At-Large	December 31, 2027
Randy Ervin , Council Member – At-Large	December 31, 2025

CITY ADMINISTRATION
Matt Muckler, City Administrator
Katrina Davis, City Clerk
Lisa Frasier, Finance Officer

BOND AND DISCLOSURE COUNSEL
DORSEY & WHITNEY, LLP
801 Grand Avenue, Suite 4100
Des Moines, IA 50309

UNDERWRITER
D.A. Davidson & Co.
515 East Locust Street, Suite 200
Des Moines, IA 50309
515.471.2700

GENERAL INFORMATION

The City of Newton (the “City”), the county seat of Jasper County, is located in central Iowa on Interstate 80, one of the busiest interstate highways in the United States, and is just 25 miles from the Des Moines metropolitan area and Interstate 35. The City was first organized in 1857 and covers an area of 11.1 square miles.

The City of Newton has operated under a Mayor-Council form of government with an appointed City Administrator since 1982. Policy-making and legislative authority are vested in the governing Council that consists of a mayor and six-member council. The City Council is responsible for adopting ordinances, policy resolutions, the annual budget and five-year Capital Improvements Program, appointing committees, and hiring the City Administrator, City Clerk, and City Attorney. The City Administrator is responsible for overseeing the day-to-day operations of the government and for appointing and supervising the City’s department directors. The City Council is elected on a non-partisan basis to four-year staggered terms with three council members elected every two years. The Mayor is elected to a two-year term. Four of the council members are elected within their respective wards, and the Mayor and the two remaining council members are elected at-large.

The City provides a full range of services including police and fire protection; sanitation services; the construction and maintenance of roads, streets and infrastructure; inspection and licensing functions; maintenance of grounds and buildings; municipal airport; library; cemetery and parks and recreation activities. In addition to general government activities, the municipality owns and operates enterprises for a regional landfill, water pollution control facility, city water department, parking facilities, and golf course. Transportation facilities are provided by the Iowa Interstate Railroad and a network of paved county roads. Newton Municipal Airport provides both private and commercial charter air service. The Des Moines International Airport provides commercial air service to residents of Newton.

Educational services are provided to the community through the Newton Community School District that has a district population of 21,222 and estimated enrollment of 3,000. The District operates one high school, one alternative school, one middle school and four elementary schools. Continuing education opportunities are available through the Des Moines Area Community College Polytechnic Campus. The Newton Polytechnic Campus offers a wide selection of academic courses that lead to a two-year degree, as well as a unique partnership with business and industry in the area of employee training. The City has also formed a partnership with Buena Vista University, which allows students to obtain four-year degrees. Additional post-secondary education within commuting distance

of the City is provided by Drake University and Grand View College, Des Moines; Central College, Pella; Grinnell College, Grinnell; Simpson College, Indianola; Iowa State University, Ames; Marshalltown Community College, Marshalltown; University of Iowa, Iowa City; and the University of Northern Iowa, Cedar Falls.

Population trends for the city, county and state over the past four decades are as follows:

	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>
City of Newton	14,799	15,579	15,254	15,760
County of Jasper	34,795	37,213	36,842	37,813
State of Iowa	2,776,831	2,926,324	3,046,355	3,190,369

Source: U.S. Department of Commerce.

MEDIAN HOUSEHOLD INCOME

Newton had an estimated, median household income of \$56,321 compared to \$73,147 for the State of Iowa. The following table represents the distribution of household incomes for the City according to the 2019-2023 American Community Survey 5 year estimated table:

<u>Household Income</u>	<u># of Households</u>	<u>% of Households</u>
Less than \$10,000	209	3.12%
\$10,000 to \$14,999	232	3.46%
\$15,000 to \$24,999	715	10.67%
\$25,000 to \$34,999	543	8.11%
\$35,000 to \$49,999	1,315	19.63%
\$50,000 to \$74,999	1,430	21.35%
\$75,000 to \$99,999	621	9.27%
\$100,000 to \$149,999	922	13.77%
\$150,000 to \$199,999	367	5.48%
\$200,000 or more	344	5.14%
TOTAL	6,698	100.00%

Source: U.S. Census Bureau

BUILDING PERMIT TREND (Calendar Year)

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
<u>Single Family Homes</u>					
No. of New Homes	11	12	2	14	10
Valuation	\$3,705,000	\$4,162,435	\$335,000	\$3,814,624	\$2,258,400
<u>Multiple Family Dwellings</u>					
No. of New Buildings	2	0	1	0	1
Valuation	\$1,068,000	\$0	\$470,000	\$0	\$400,000
<u>Commercial/Industrial/Other</u>					
No. of New Buildings	6	6	3	9	1
Valuation	7,857,200	9,335,000	\$1,665,000	\$5,632,141	\$125,000
<u>Additions/Remodeling</u>					
No. of Additions/Remodeling	124	120	129	112	67
Valuation	<u>\$36,428,257</u>	<u>\$24,874,875</u>	<u>\$7,001,020</u>	<u>\$9,076,997</u>	<u>\$1,871,523</u>
Total Permits	143	138	135	135	79
Total Valuations	\$49,058,457	\$38,372,310	\$9,471,020	\$18,523,762	\$4,654,923

Source: The City.

AGRICULTURE STATISTICS

<u>Corn/Grain:</u>	<u>Jasper County</u>	<u>State of Iowa</u>
Harvested acres	167,200	12,550,000
Yield per acre (bu/acre)	218.0	201.0
Production (1,000 bu.)	36,450	2,522,550
<u>Soybeans:</u>		
Harvested acres	144,600	9,880,000
Yield per acre (bu/acre)	63.8	58.0
Production (1,000 bu.)	9,225	573,040

Source: 2024 Iowa Agricultural Statistics Bulletin, USDA, National Agriculture Statistics Service.

TAXABLE RETAIL SALES TREND

Year Ended	<u>City of Newton</u>		
<u>June 30</u>	<u>No. of Businesses</u>	<u>Retail Sales</u>	<u>Taxes Collected</u>
2023*	356	\$265,255,726	\$15,876,337
2022	508	246,065,320	14,751,411
2021	520	248,852,576	14,894,256
2020	524	237,736,477	14,230,307
2019	526	251,792,301	15,057,484

* FY2023 was the first year that monthly returns were required from the majority of taxpayers

Source: Iowa Department of Revenue and Finance, Iowa Retail Sales and Use Tax Reports.

UNEMPLOYMENT STATISTICS

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
County of Jasper	3.0%	3.1%	3.9%	5.2%	2.9%
State of Iowa	2.9%	2.8%	3.8%	5.2%	2.7%

Source: Iowa Workforce Development website.

LARGER EMPLOYERS

<u>Employer</u>	<u>Type of Business</u>	<u>Approximate Number of Employees</u>
Newton Community School District	Education	477
Hy-Vee	Food Retailer	288
Walmart	Retail	263
Van Maanen Electric	Electric Company	202
MercyOne Newton	Hospital	199
Graphic Packaging	Industrial	175
Thombert	Industrial	165
Progress Industries	Service Industry	150
Adapt Health	Services	120
Cline Tool	Manufacturing	110
Rock Communications/Mittera	Commercial Printing	110
Vernon Company	Specialty Advertising	100

Source: The City.

Larger employers in the Des Moines metropolitan area include:

		<u>Approx. No.</u>
Hy-Vee, Inc.	Retail Grocery	11,782
Wells Fargo & Co	Financial Services	11,000+
MercyOne	Healthcare	5,641
Principal	Financial Services	5,595
UnityPoint Health	Healthcare	5,147
Amazon	Data Center	4,100
John Deere	Ag Machinery	3,800
Vermeer Corporation	Agriculture	3,600
Nationwide	Insurance	3,300
JBS USA	Food Processing	2,300
Corteva Agriscience	Agribusiness	2,255
Pella Corporation	Home Construction	2,224

Source: The Greater Des Moines Partnership and company inquiries. The list is not to be construed as a complete profile.

LARGER TAXPAYERS BY VALUATION

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Jasper County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's tax levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the tax levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u>	<u>January 1, 2023 Taxable Valuation for FY 2024/25 Collection</u>
Iowa Speedway LLC	\$20,184,516
Phoenix Newton Industrial Investors LLC	13,208,107
ILPT Newton Iowa LLC	12,128,830
Wal-Mart Real Estate Business	8,115,316
Interstate Power & Light Co.	6,859,000
Hy-Vee Inc.	6,397,801
Wesley Retirement	5,738,508
Vanmaanen Land LLC	4,823,377
Newton Village, INC	4,419,143
West 20 LLC	<u>3,810,937</u>
Top 10 Taxable Valuation Total:	\$85,685,535
Top 10 as % of Total 2023 Taxable Valuation:	13.13%

Source: Jasper County.

TAX COLLECTION TREND (All Funds)

<u>Valuation Year</u>	<u>Collection Year</u>	<u>Amount Levied</u>	<u>Amount Collected*</u>	<u>Percent Collected</u>
2023	2024/25	\$9,643,428	<i>In the process of collection.</i>	
2022	2023/24	9,343,546	\$9,348,775	100.06%
2021	2022/23	8,650,936	8,682,537	100.37%
2020	2021/22	8,326,784	8,637,713	103.73%
2019	2020/21	8,278,899	8,300,368	100.26%

* Includes delinquent taxes, if any.

Source: The City.

BREAKDOWN OF CITY TAX LEVY

Valuation Year:	2023	2022	2021	2020	2019
<u>Collection Year:</u>	<u>2024/25</u>	<u>2023/24</u>	<u>2022/23</u>	<u>2021/22</u>	<u>2020/21</u>
General	8.37000	8.10000	8.10000	8.10000	8.10000
Outside \$8.10	0.68535	0.87717	0.78389	0.71999	0.75481
Debt Service	2.90896	2.34608	2.29622	2.26284	2.22668
Other	<u>5.13591</u>	<u>5.81675</u>	<u>5.95989</u>	<u>6.05717</u>	<u>6.05851</u>
Total Levy	17.10022	17.14000	17.14000	17.14000	17.14000
City Ag Land	3.00374	3.00375	3.00375	3.00374	3.00375

Source: Iowa Department of Management.

TAX RATE PER \$1,000 OF TAXABLE VALUATION (Combined Levy for all Taxing Districts)

Valuation Year:	2023	2022	2021	2020	2019
<u>Collection Year:</u>	<u>2024/25</u>	<u>2023/24</u>	<u>2022/23</u>	<u>2021/22</u>	<u>2020/21</u>
City of Newton	17.10022	17.14000	17.14000	17.14000	17.14000
Jasper County	6.48405	6.58326	7.08751	7.55742	7.84530
County Assessor	0.28841	0.23113	0.22743	0.23883	0.30697
Ag. Extension	0.15584	0.15908	0.16463	0.16794	0.17489
Newton CSD	15.86114	15.77776	15.78504	15.79199	15.79594
Des Moines Area	0.75916	0.74410	0.69448	0.67789	0.63533
State (Bruc./T.B.)	<u>0.00180</u>	<u>0.00180</u>	<u>0.00240</u>	<u>0.00260</u>	<u>0.00270</u>
Newton Resident:	40.65062	40.63713	41.10149	41.57667	41.90113

Source: Iowa Department of Management.

CURRENT FUND BALANCES (as of January 31, 2025)

Landfill Post Closure	\$6,562,800	Hotel/Motel Tax	\$160,666
Landfill	4,327,192	Storm Water	150,816
Road Use	2,854,061	Speedway/Prairie Fire TIF	150,137
General	2,282,328	TIF LMI Fund	113,175
Water Pollution Control	2,101,241	Housing Initiative	106,535
Water Fund	1,969,834	Hwy 14 S TIF	71,938
2023 A Bonds	1,529,544	Golf	71,693
2024 A Bonds	1,382,394	Memorial Park Perpetual Care	50,260
Self Funded Insurance	1,261,530	City Garage	40,460
Employee Benefits	876,811	Cardinal Ridge TIF	33,103
North Central TIF	858,957	Central Business District	31,491
2022 A & B Bonds	793,341	Golf Clubhouse	19,625
Debt	581,786	2020 A & B Bonds	15,687
ARPA Fund	416,487	2023 Park Bonds	5,867
Union Cemetery Perpetual Care	339,175	2017C Bonds	4,874
Maytag	233,320	McCann Urban Renewal	185
East Mart TIF	221,687	Fairmeadows N TIF	(260,721)
Tort Liability	205,809	Capital	(570,345)
1st Ave E TIF	172,418	Total:	\$29,166,162.27

Continued on next column...

Source: The City.

VALUATION BY PROPERTY CLASSIFICATION

The following table presents the 100% Assessed and Taxable Valuations of the City by property classification as January 1, 2023 and January 1, 2024 for collection in Fiscal Year 2024/25 and 2025/26.

	As of January 1, 2023 (2024/25 Collection)		As of January 1, 2024 (2025/26 Collection)*	
	100% Actual Valuation	Taxable Valuation (With Rollback)	100% Actual Valuation	Taxable Valuation (With Rollback)
Residential	\$915,313,079	\$415,409,230	\$913,160,513	\$423,960,997
Commercial	\$142,037,699	\$103,141,931	\$138,055,188	\$100,877,850
Industrial	\$27,286,657	\$22,197,439	\$32,382,991	\$26,812,265
Multiresidential	\$0	\$0	\$0	\$0
Railroads	\$485,205	\$481,347	\$484,479	\$432,970
Utilities w/o Gas & Electric	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
Gross Valuation	\$1,085,122,640	\$541,229,947	\$1,084,083,171	\$552,084,082
Less: Military Exemption	(\$2,304,000)	(\$2,304,000)	(\$2,200,000)	(\$2,200,000)
Less: Homestead Exemption	(\$3,201,250)	(\$3,201,250)	(\$6,786,000)	(\$6,786,000)
Net Valuation	\$1,079,617,390	\$535,724,697	\$1,075,097,171	\$543,098,082
TIF Increment	\$129,373,775	\$107,657,159	\$142,238,348	\$117,151,802
Taxed Separately				
Ag. Land	\$3,134,690	\$2,251,865	\$3,151,960	\$2,327,958
Ag. Buildings	\$78,780	\$56,593	\$78,780	\$58,184
Gas & Electric	\$68,212,427	\$9,456,483	\$69,041,370	\$9,476,786

Source: Iowa Department of Management.

TIF used to compute debt service levies and constitutional debt limit.

*Subject to final certification July 1, 2025.

VALUATION TREND

Valuation Year	Payable Fiscal Year	100% Actual Valuation	Taxable Valuation (With Rollback)	Taxable Increment Valuation (TIF)	Total Taxable Valuation
2024*	2025/26	\$1,289,607,629	\$552,574,868	\$117,151,802	\$669,726,670
2023	2024/25	\$1,280,417,062	\$545,181,180	\$107,657,159	\$652,838,339
2022	2023/24	\$1,092,808,199	\$530,770,916	\$95,759,601	\$626,530,517
2021	2022/23	\$999,673,572	\$491,160,425	\$90,694,235	\$581,854,660
2020	2021/22	\$924,588,012	\$473,085,445	\$84,594,768	\$557,680,213
2019	2020/21	\$919,354,430	\$472,107,780	\$73,179,022	\$545,286,802

The 100% actual valuations, before rollback and after reduction of military exemption, include ag land and buildings, TIF increment, and gas and electric utilities and are used for calculating debt capacity. The taxable valuations, with the rollback and after the reduction of military exemption, include gas and electric utilities, exclude ag land and buildings and exclude taxable TIF increment value, which is shown separately. Iowa cities certify operating levies against taxable value excluding TIF increment. However, debt service levies are certified against taxable value including TIF increment.

Source: Iowa Department of Management.

*Subject to final certification July 1, 2025.

DEBT LIMIT CALCULATION

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by constitutional debt limit which is an amount equal to 5% of the value of taxable property within its limits as ascertained by the last state and county tax lists. The Issuer's debt limit, based upon 2023 property valuations (payable FY 2024-25), is illustrated below:

Total Actual Market Value, 2023	\$1,283,618,312
Less: Military Exemption	(2,304,000)
Less: Homestead Exemption	(3,201,250)
Actual Value for Debt Limit Calculation:	\$1,280,417,062
	x 5%
Legal Debt Limit (A)	\$64,020,853
Debt Applicable to Limit:	
Total Bonds/Notes Subject to Debt Limit (B)	\$36,996,000*
TIF Rebate Obligation (Total Development Agreements)	386,050
Iowa Workforce Development Loan Guarantee ¹	356,745
	\$37,738,795
Legal Debt Limit Available (A - B)	\$26,282,058
Percentage of Debt Limit Available	41.05%

- 1) City has guaranteed a Workforce Housing Loan through the Iowa Finance Authority ("IFA"). The total loan amount of \$450,000 has been drawn with \$356,745 currently outstanding. While the developer repays the debt, it is a general obligation of the City (IFA and the City execute the loan and assign interest to an outside lender and developer, respectively).

**Preliminary subject to change*

GENERAL OBLIGATION DEBT

General Obligation Debt

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding as of May 7, 2025
6/2015A	\$4,790,000	Various Improvements Urban Renewal Projects & Refunding (Taxable)	6/2025	\$610,000
6/2015B	4,705,000	Various Improvements & Urban Renewal Projects	6/2026	1,145,000
8/2017A	1,448,000	Various Improvements & Urban Renewal Projects	6/2028	905,000
8/2017B	1,626,000	Various Improvements & Urban Renewal Projects	6/2028	1,067,000
12/2017C	2,388,000	Various Improvements & Urban Renewal Projects	6/2032	1,499,000
4/2019A	4,310,000	Various Improvements & Urban Renewal Projects	6/2038	3,505,000
4/2019B	3,095,000	Various Improvements & Urban Renewal Projects (Taxable)	6/2034	3,020,000
11/2019C	1,995,000	Various Improvements & Urban Renewal Projects (Taxable)	6/2033	1,555,000
4/2020A	2,340,000	Various Improvements & Urban Renewal Projects	6/2033	2,340,000
4/2020B	1,230,000	Various Improvements & Urban Renewal Projects (Taxable)	6/2033	1,230,000
10/2020C	5,745,000	Current Refunding 2012 and 2014B	6/2025	900,000
10/2020D	1,530,000	Various Improvements/Urban Renewal Projects/Refunding 2014A (Taxable)	6/2040	420,000
4/2021A	2,740,000	Various Improvements & Urban Renewal Projects	6/2040	2,740,000
4/2021B	430,000	Various Improvements (Taxable)	6/2040	430,000
4/2022A	1,670,000	General Obligation Corporate Purpose Bonds	6/2041	1,600,000
4/2022B	385,000	Taxable General Obligation Corporate Purpose Bonds	6/2041	370,000
4/2023	4,760,000	General Obligation Corporate Purpose	6/2042	4,760,000
4/2024A	3,650,000	General Obligation Corporate Purpose	6/2043	3,650,000
5/2025	5,250,000	General Obligation Corporate Purpose	6/2044	5,250,000*
Total:				\$36,996,000

**Preliminary, subject to change.*

Annual Fiscal Year G.O. Debt Service Payments

Fiscal Year	Outstanding G.O. Debt			Series 2025A*			Total
	Principal	Interest	P+I	Principal	Interest	P+I	P+I
FY 2024-25	\$3,630,000	\$1,066,301	\$4,696,301				\$4,696,301
FY 2025-26	2,036,000	950,757	2,986,757	\$915,000	\$250,240	\$1,165,240	4,151,997
FY 2026-27	2,216,000	892,434	3,108,434	160,000	188,850	348,850	3,457,284
FY 2027-28	2,289,000	828,564	3,117,564	170,000	180,850	350,850	3,468,414
FY 2028-29	1,765,000	761,174	2,526,174	180,000	172,350	352,350	2,878,524
FY 2029-30	1,861,000	705,094	2,566,094	185,000	163,350	348,350	2,914,444
FY 2030-31	1,934,000	640,308	2,574,308	195,000	154,100	349,100	2,923,408
FY 2031-32	2,000,000	572,184	2,572,184	205,000	144,350	349,350	2,921,534
FY 2032-33	1,840,000	504,017	2,344,017	210,000	134,100	344,100	2,688,117
FY 2033-34	1,800,000	442,220	2,242,220	225,000	123,600	348,600	2,590,820
FY 2034-35	1,490,000	378,940	1,868,940	230,000	114,600	344,600	2,213,540
FY 2035-36	1,535,000	326,582	1,861,582	240,000	105,400	345,400	2,206,982
FY 2036-37	1,600,000	272,474	1,872,474	250,000	95,800	345,800	2,218,274
FY 2037-38	1,650,000	216,096	1,866,096	265,000	85,800	350,800	2,216,896
FY 2038-39	1,305,000	155,841	1,460,841	275,000	75,200	350,200	1,811,041
FY 2039-40	1,060,000	108,821	1,168,821	285,000	64,200	349,200	1,518,021
FY 2040-41	795,000	69,400	864,400	295,000	52,800	347,800	1,212,200
FY 2041-42	675,000	37,600	712,600	305,000	40,631	345,631	1,058,231
FY 2042-43	<u>265,000</u>	<u>10,600</u>	<u>275,600</u>	325,000	28,050	353,050	628,650
FY 2043-44				<u>335,000</u>	<u>14,238</u>	<u>349,238</u>	<u>349,238</u>
Total	\$31,746,000	\$8,939,407	\$40,685,407	\$5,250,000	\$2,188,509	\$7,438,509	\$48,123,916

*Preliminary, subject to change.

OTHER CITY DEBT

Tax Increment Revenue Debt/Obligations: The City has entered into various development agreements relating to urban renewal projects as follows:

Date of Issue	Original Amount	Purpose	Amount Obligated as of May 7, 2025
Various	Various	Urban Renewal Development Agreements	\$15,518,813

Sewer Revenue Debt: The City has revenue debt payable solely from net revenues of the sewer enterprise fund as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding as of May 7, 2025
4/2007	\$2,722,000	Improvements (SRF Loan)	6/2027	\$494,000
1/2010	548,000	Improvements (SRF Loan)	6/2030	173,000
4/2021C	4,840,000	Improvements	6/2041	<u>4,755,000</u>
			Total:	\$5,422,000

Road Use Tax Revenue Debt: The City has revenue debt payable solely from Road Use Tax revenues as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding as of May 7, 2025
4/2021D	\$1,990,000	Street Improvements	6/2033	\$1,315,000
4/2024B	1,205,000	Capital Improvement Projects	6/2033	<u>1,205,000</u>
			Total:	\$2,520,000

Water Revenue Debt: The City has revenue debt payable solely from net revenues of the water enterprise fund as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding as of May 7, 2025
2/2020	\$784,000	Projects (SRF Loan)	6/2040	\$573,000
12/2024	\$2,529,000	Improvements Private Placement	6/2032	<u>2,529,000</u>
			Total:	\$3,102,000

OTHER OBLIGATIONS

From time to time the City, pursuant to Section 403.9 of the Iowa Code and the Issuer's urban renewal plans, has entered into Development Agreements which contain payment obligations from the Issuer to an external party. The Issuer's payment requirements under these contracts are not structured as general liabilities of the Issuer, but rather are exclusively secured by and payable from a pledge of the City's incremental property tax revenues (TIF) to be derived from the taxable properties (or some subset thereof) contained within an urban renewal area of the Issuer pursuant to Section 403.19 of the Iowa Code. The City's payment obligations under these contracts are routinely contingent upon development or redevelopment performance requirements of the external party and are typically made subject to annual appropriation rights by the City Council. TIF Payments under these contracts are typically due and owing semi-annually on December 1 and June 1 of each fiscal year of the City.

The following table contains information on the City's more significant Development Agreements, each subject to annual appropriation by the City:

<u>Third Party Agreement Name</u>	<u>Agreement Date</u>	<u>Maximum Amount Outstanding</u>	<u>Last Payment Date</u>
Hotel Maytag	2017	\$326,617	2034
McCann Housing Partners	2019	\$424,890	2033
LeavenWealth Capital, LLC ¹	2018, reassigned 2022	\$521,506	2031
Circle Development	2020, revised June 2024	\$19,500,000	2048
Van Maanen Electric	2021	\$332,094	2027
Thiesen's Real Estate, LLC	2022	\$210,000	2028

¹Original agreement was with Lion Development Group in 2018 until being reassigned to LeavenWealth Capital, LLC in 2022.

INDIRECT GENERAL OBLIGATION DEBT

<u>Taxing District</u> ¹	<u>January 2023</u>		<u>G.O. Debt as of (as of May 2025)²</u>	<u>Allocable to City</u>	
	<u>Actual Valuation</u>	<u>Taxable Valuation</u>		<u>Percent</u>	<u>Amount</u>
Jasper County	\$4,213,602,673	\$2,287,149,932	\$12,060,000	27.39%	\$3,303,657
Newton CSD	\$2,044,913,514	\$1,083,020,383	17,590,000	57.85%	\$10,175,867
Des Moines Area CC ³	\$123,799,785,110	\$67,526,147,035	23,550,000	0.93%	\$218,505
			City's Share of Indirect Debt:		\$13,698,029

¹ Only political subdivisions with outstanding general obligation debts are included. The entire county, school district, or community college may not be within the boundaries of the City.

² Outstanding General obligation debt is as reported in the most recent available audited financial statements or final official statement available on EMMA if more recent than the most recent available audited financial statements.

³ Industrial New Jobs Training Certificates are NOT included.

Source: Audited financial statements, EMMA

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt as a Percentage of</u>		<u>Debt per Capita (15,760)</u>
		<u>2023 Actual Market Value of \$1,280,417,062</u>	<u>2023 Taxable Value of \$652,838,339</u>	
Total Direct General Obligation Debt*	\$36,996,000	2.89%	5.67%	\$2,347
City's Share of Indirect Debt	\$13,698,029	1.07%	2.10%	\$869
Total Direct and Indirect Debt	\$50,694,029	3.96%	7.77%	\$3,217

*Preliminary, subject to change.

APPENDIX B

FORM OF BOND COUNSEL OPINION*

***This form of bond counsel opinion is subject to change pending the results of the sale of the Bonds contemplated herein.**

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D

AUDITED FINANCIAL STATEMENTS OF THE ISSUER FOR FISCAL YEAR 2023

The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles.

APPENDIX E

ANNUAL FINANCIAL REPORT OF THE ISSUER FOR FISCAL YEAR 2024

The following is an unaudited report that has been filed with the State of Iowa Department of Management.

APPENDIX F

BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry system has been obtained from DTC. Neither the Underwriter nor the Issuer take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Book-Entry System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer does not take any responsibility for the accuracy thereof.

[APPENDIX G]
[SPECIMEN MUNICIPAL BOND INSURANCE POLICY]

City of Newton Council Report

**Item:**

Resolution approving an Engineering Services Agreement for the Design of the E 12th St and 1st Ave E Stormwater Improvements Project

Summary:

Approve agreement with HR Green for engineering planning services.

Financial Impact:

\$247,000 to be paid from 2025 bond funds and 1st Ave E TIF funds.

Report Number: 2025-208**Date:**

March 17, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

On May 21, 2024, the City of Newton received heavy rains, resulting in severe flash flooding in multiple locations. One of the hardest hit areas was the intersection of E 12th St and 1st Ave E. Flooding threatened nearby businesses and flooded automobiles caught in the waters.

This area was included in the stormwater study completed as part of the stormwater utility's initial enactment. City staff sought a proposal from HR Green to begin the design and phasing of a project to complete stormwater detention and sewer improvements.

This resolution seeks approval of a Professional Services Agreement from HR Green. Tasks included in this ESA include:

- Project Management
- Data Collection
- Coordinating and Permitting
- Modeling
- Concept, Preliminary, and Final Design.
- Bidding Assistance

Recommendation:

Approval of the \$247,000 Professional Services Agreement with HR Green for the E 12th St and 1st Ave E Stormwater Improvements Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING AN PROFESSIONAL SERVICES
AGREEMENT FOR THE E 12TH ST AND 1ST AVE E
STORMWATER IMPROVEMENTS PROJECT**

WHEREAS, on May 21, 2024, the City of Newton received heavy rains, resulting in severe flash flooding in multiple locations. One of the hardest hit areas was the intersection of E 12th St and 1st Ave E, threatening nearby businesses and flooding automobiles; and

WHEREAS, this area was included in the stormwater study completed as part of the stormwater utility's initial enactment; and

WHEREAS, staff sought a proposal from HR Green to begin the design and phasing of a project to complete stormwater detention and sewer improvements; and

WHEREAS, this resolution seeks approval of a Professional Services Agreement from HR Green. Tasks included in this ESA include; and

WHEREAS, tasks included in this engineering services agreement include:

- Project Management
- Data Collection
- Coordinating and Permitting
- Modeling
- Concept, Preliminary, and Final Design.
- Bidding Assistance; and

WHEREAS, this agreement includes two separate sets of engineering plans to allow the project to be bid in two phases with available funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$247,000.00 Professional Services Agreement with HR Green for the E 12th St and 1st Ave E Stormwater Improvements Project is hereby approved, with the costs to be paid from 2025 bonds 1st Ave E TIF funds.

BE IT FURTHER RESOLVED, that said Professional Services Agreement be signed by the Mayor on behalf of the City.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



▷ [HRGREEN.COM](https://www.hrgreen.com)

Technical Memorandum

Newton, IA 1st Avenue and 12th Street Drainage Study

February 2025

HR Green Project No: 2403428

Prepared for:

City of Newton, Iowa

101 West 4th St S

Newton, IA 50208



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Exhibits

1. Watershed and Storm Sewer Network Map
2. Survey Points
3. Existing Conditions 1-Year, 24-Hour Storm Results
4. Existing Conditions 10-Year, 24-Hour Storm Results
5. Existing Conditions 500-Year, 24-Hour Storm Results
6. Proposed Alternative 1: Detention Basin 1-Year, 24-Hour Storm Results
7. Proposed Alternative 1: Detention Basin 10-Year, 24-Hour Storm Results
8. Proposed Alternative 2: Detention Basin + Additional Storm Sewer 1-Year, 24-Hour Storm Results
9. Proposed Alternative 2: Detention Basin + Additional Storm Sewer 10-Year, 24-Hour Storm Results
10. Proposed Alternative 3: Additional Storm Sewer 1-Year, 24-Hour Storm Results
11. Proposed Alternative 3: Additional Storm Sewer 10-Year, 24-Hour Storm Results
12. Proposed Alternative 4: Upsized Additional Pipe + Detention Basin 1-Year, 24-Hour Storm Results
13. Proposed Alternative 4: Upsized Additional Pipe + Detention Basin 10-Year, 24-Hour Storm Results
14. Storm Sewer Size Map
15. Cost Estimates

Executive Summary

HR Green, Inc. was tasked by the City of Newton to model the storm sewer network contributing to the project area (Figure 1) and investigate the sources of flooding at the intersection of 1st Avenue and 12th Street. This study was prompted by a significant flooding event on May 21, 2024, which brought a reported 11-18 inches of rain and resulted in 2-3 feet of ponding, as shown in the accompanying photos.



Figure 1. Project Area



Photo 1. Just east of E 12th St and 1st Ave E, facing west the morning of May 21, 2024



Photo 2. Just north of E 12th St and 1st Ave E, facing south the morning of May 21, 2024

Using XPSWMM, a comprehensive hydrology and hydraulics software, HR Green, Inc. conducted an in-depth analysis utilizing available city GIS data, supplemented by survey and statewide LiDAR data. The team evaluated several potential solutions, including detention, sewer capacity improvements, and a combination of both approaches. For each alternative, estimated costs for construction and design were calculated, as well as improved inundation mapping exhibits.

Based on the findings, HR Green recommends that the City of Newton pursue a phased approach to improve storm sewer capacity while incorporating detention to mitigate flooding. The phased approach will ultimately aim to implement the most effective solution, Alternative 4, as city budget permits.

Modeling Assumptions and Set Up

Data Collection

Parameters needed to create the XPSWMM 2D model include terrain elevation, land cover types, precipitation data, and stormwater infrastructure. See below for details on how this data was obtained.

Terrain Elevation Data

HR Green obtained elevation data compiled from the most recent statewide LiDAR dataset. The raster was then processed into a Triangulated Irregular Network (TIN) in XPSWMM for hydraulic modeling.

Land Cover

Any buildings identified in the immediate area of the intersection of E 12th St and 1st Ave E were represented as “fill areas” in the model. A constant elevation value was assigned to the fill areas that represented the building height, and functioned to prevent 2D results from inaccurately impeding on those areas. The rest of the study area’s land cover was classified in GIS to vary the Manning’s roughness on the two-dimensional (2D) surface while modeling in XPSWMM. The impervious area shapefile received from the City was used to create the impervious land use layer which covered streets, sidewalks, and buildings/homes. The remaining area was categorized as grass and confirmed with aerial images.

Stormwater Infrastructure

The City provided storm sewer data with the existing storm sewer system layout. The layout was supplemented with the City's Storm Plat book, which labeled pipe sizes. A survey of a select number of the system's inverts and pipe sizes was taken to verify the Storm Plat data and to help gather missing information on pipe depth. (See Exhibit 2). The survey data taken was mainly focused around the intersection of interest, with additional points taken upstream in the network. Average pipe slopes were calculated and then applied to the system upstream of the intersection where data was still missing. Invert elevations were calculated using the assumed slopes for nodes upstream of the main intersection.

The uppermost branches of the storm sewer system were reduced to the main trunkline and junction points to simplify the model. This aided in reducing the model's complexity while not compromising the model's integrity at the area of interest.

Precipitation

Total rainfall depths for the 24-hour duration storm were obtained from the Iowa Stormwater Management Manual (https://www.iowadnr.gov/Portals/idnr/uploads/water/stormwater/manual/iswmm_chapter03-02.pdf) for Section 5-Central Iowa. Total rainfall depths for the study area are summarized in Table 1.

Table 1. Summary of 24-hour ISWMM precipitation data

Recurrence Interval	Rainfall Depth (inches)
1-Year	2.67
5-Year	3.81
10-Year	4.46
25-Year	5.44
50-Year	6.26
100-Year	7.12
500-Year	9.37

Methodology

In order to identify improvement opportunities within the stormwater management system, the 1D stormwater infrastructure system and 2D ground surface were modeled using Innovyze Software's XPSWMMv.2023.1 program. The program simulates natural rainfall-runoff processes and the performance of engineered conveyance and drainage systems. The simulation takes into account the different times at which flows, including peak flows, enter the stormwater management system from individual sub-catchments. Additionally, modeling capabilities include a 2D aspect that allows surcharged water to "spill-out" onto a representation of the ground topography (TIN discussed in "Terrain Elevation Data" section). This topography is represented by a grid of cells in which water is allowed to flow across, pond up on, and return to defined intakes. The grid itself is limited by the quality of the surface data and introduces rounding errors due to a limited minimum cell size that represents the average elevation of the cell area. Despite the rounding errors, 2D modeling provides more accurate overflow routes than 1D modeling alone and a better visual representation of the extent of ponding that is likely to occur during certain rainfall events. This visual aspect of 2D modeling allows for easier model calibration and ground truthing by those familiar with typical ponding and flood prone areas. All hydrologic and hydraulic analyses were performed using XPSWMM. Further detail is provided below.

Hydrology

The hydrology was modeled in XPSWMM using SCS runoff methods. Hydrologic inputs, including drainage area, cumulative rainfall depth, curve number, and time of concentration, were computed and entered into the program. The following equation is used within XPSWMM to calculate the precipitation excess or runoff, Q (in):

$$Q = \frac{(P - 0.2S)^2}{(P + 0.8S)}$$

$$S = \frac{1000}{CN} - 10$$

where P is the cumulative precipitation (in), S is the potential maximum retention (in), and CN is the SCS Curve number. XPSWMM assumes an initial abstraction value of $0.2S$ for each basin.

Sub-basin Delineation

HR Green delineated the watershed sub-basins using LiDAR terrain data, 2-ft contours, and GIS storm sewer data. Sub-basin delineation points for the drainage analysis were chosen based on major pipe connections or junctions. The uppermost parts of the storm system were simplified, i.e., one node in the model replaced the uppermost “branch” in the system. Sub-basins in these areas of the model were lumped together to represent one total area that collectively drains to the one node.

Rainfall Distribution

The runoff calculations utilize the SCS Type II, 24-hour rainfall distribution. This distribution has a very high peak intensity concentrated in a short duration within the middle of the curve.

Curve Number Calculations

Composite curve numbers were calculated for each sub-basin using impervious and pervious ratios. A weighted average formula was applied, where the CN for impervious areas was assumed to be 98, and the pervious area 60, based on average land cover type.

Time of Concentration Calculations

TR-55 methodology was also used for time of concentration (T_C) calculations. The TR-55 methodology estimates the total travel time within a watershed by combining travel time for different segments along the longest flow path through the watershed: sheet flow, shallow concentrated flow, and open channel flow. XPSWMM assumes a minimum T_C of five minutes. The Sheet Flow travel time, T_{SF} (hrs), is computed as follows:

$$T_{SF} = \frac{0.007[(n)(L)]^{0.8}}{\sqrt{P_2}S^{0.4}}$$

where n is Manning’s roughness coefficient, L is the flow length of the segment (ft), P_2 is the 2-year, 24-hour rainfall (in), and S is the slope of the hydraulic grade line (ft/ft). The shallow concentrated flow travel time, T_{SCF} (hrs), is computed as follows:

$$T_{SCF} = \frac{L}{3600V}$$

$$V = 16.1345(S)^{0.5}$$

(Unpaved)

$$V = 20.3282(S)^{0.5}$$

(Paved)

where L is the flow length of the segment (ft), V is the average velocity (ft/s), and S is the slope of the hydraulic grade line (ft/ft).

Hydraulics

The existing conditions drainage model was assembled using XPSWMM 2D software. XPSWMM has two major components for hydraulics: 1D pipe and channel hydraulics, and 2D overland flow hydraulics.

1D Pipe and Channel Network

The 1D pipe and channel data was compiled along with conduit length, rim elevations, invert elevations, and slopes for each link using the City's GIS database. This database was then imported into XPSWMM to build the existing condition 1D model. The existing storm sewer system is shown in Exhibit 14.

2D Surface

The 2D model was limited to the immediate area of interest where flooding had been reported, which was around the intersection of E 12th St and 1st Ave E. Modeled pipe systems have their upstream and downstream rim elevations linked to the 2D surface so that surcharged water can flow out of the structure and onto the 2D surface to the next downstream inlet. Inlet capacity was limited assuming orifice conditions. A 5 to 10-foot cell size was used for the 2D areas and the 2D modeling time step was set to 60 seconds.



Figure 2. 2D Grid Extents Modeled in XPSWMM

Roughness coefficients were defined for the different classifications of surfaces. Anything not categorized as impervious was assumed to be grass. Additionally, the 2D surface was manipulated in XPSWMM to prevent water from flowing through existing building structures in the immediate area of interest, using the “fill areas” previously mentioned.

Existing Conditions Results and Calibration

To ensure that the existing conditions XPSWMM model that was created was accurate to the actual conditions of the area, the City of Newton compared the model results in the 1, 10 and 500 year storms to images of flooding from significant events of similar intensity, in particular the May 21, 2024 storm event, which brought a reported 11-18 inches of rain. The City confirmed that the modeled results accurately represented the flooding that had been experienced in that area. They also confirmed that the 1-year storm results looked similar to flooding experienced from regular recurring events.

Several solutions that addressed the problems outlined by the existing conditions results were then tested using the existing conditions model as a base model. The alternatives are outlined below.

Alternative 1

Alternative 1 proposed adding a detention basin in the open-space parcel directly north of the Walgreens at the intersection of E 12th St and 1st Ave E. A depth of ~4 feet and a grade of 3:1 was decided on for the conceptual modeling of the basin based on current LiDAR and contours in the area. Pipe sizes at the outlet of the proposed basin were not reduced due to the large volume of water existing with existing infrastructure. Refer to Exhibits 6 and 7 for inundation results.



Figure 3. Proposed detention basin for Alternative 1

Alternative 2

Alternative 2 utilizes the same detention basin outlined in Alternative 1, but also includes installing additional 5' x 5' RCB to the main storm sewer junction on 1st Ave. E. The additional RCB would provide additional routes for conveyance when the main storm sewer is overwhelmed and would also be aided by the detention basin which could hold a portion of the water. Refer to Exhibits 8 and 9 for inundation results.

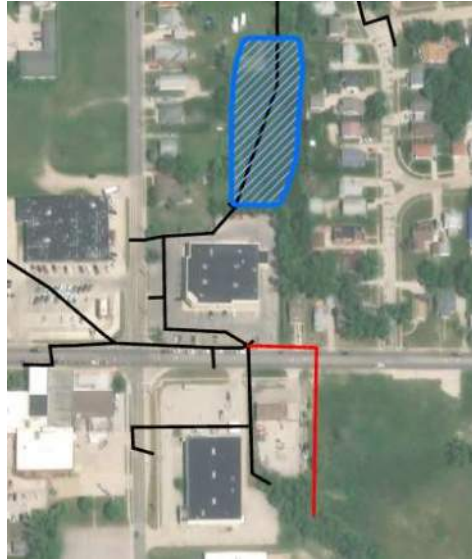


Figure 4. Proposed detention basin + RCB for Alternative 2

Alternative 3

Alternative 3 proposed implementing just the proposed 5' x 5' RCB as outlined in Alternative 2, but without the detention basin included. While it still does provide the system some relief with the additional conveyance route, the results suggest that this additional piping would be more effective with the detention basin included. Refer to Exhibits 10 and 11 for inundation results.



Figure 5. Proposed additional piping for Alternative 3

Alternative 4

Alternative 4 uses the same detention basin as Alternatives 1 and 2, and in addition upsizes the main section of trunkline on 1st Ave E to a 6' x 6' RCB and extending that past the main junction to add an additional conveyance route, much like Alternatives 2 and 3. Refer to Exhibits 12 and 13 for inundation results.

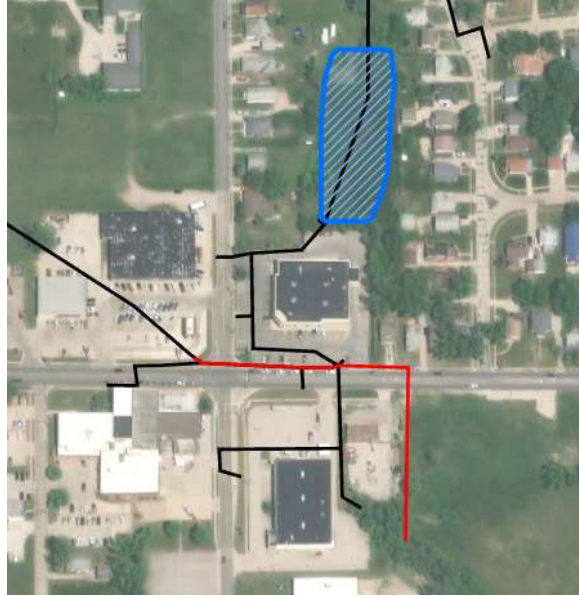


Figure 6. Proposed detention basin + piping for Alternative 4

Downstream Impacts

The proposed improvements would increase flow to the creek downstream of the project. To assess the extent of the increased flows, HR Green developed a HECRAS model using LiDAR data to analyze the impact of these 2-year, 10-year, and 100-year flow events for both existing conditions and Alternative 4. For the 100-year event, the flow generally stays within the channel for both existing and proposed conditions, with only about a 1-foot rise. However, one area suggests potential impacts to a nearby gravel road where proposed flows leave the channel. The final design should revisit this model using more detailed topographic data, as LiDAR can sometimes inaccurately represent actual conditions. Additional work may be needed in the final design to incorporate flood storage or easements to mitigate downstream impacts.

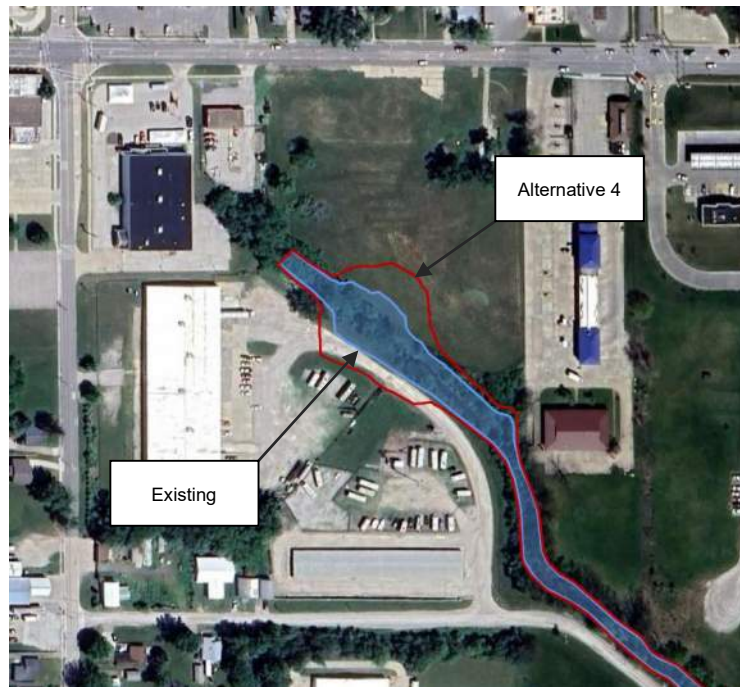


Figure 7. Downstream Impacts – Existing and Alternative 4 100-Year Flows

Opinion of Probable Project Cost Estimates

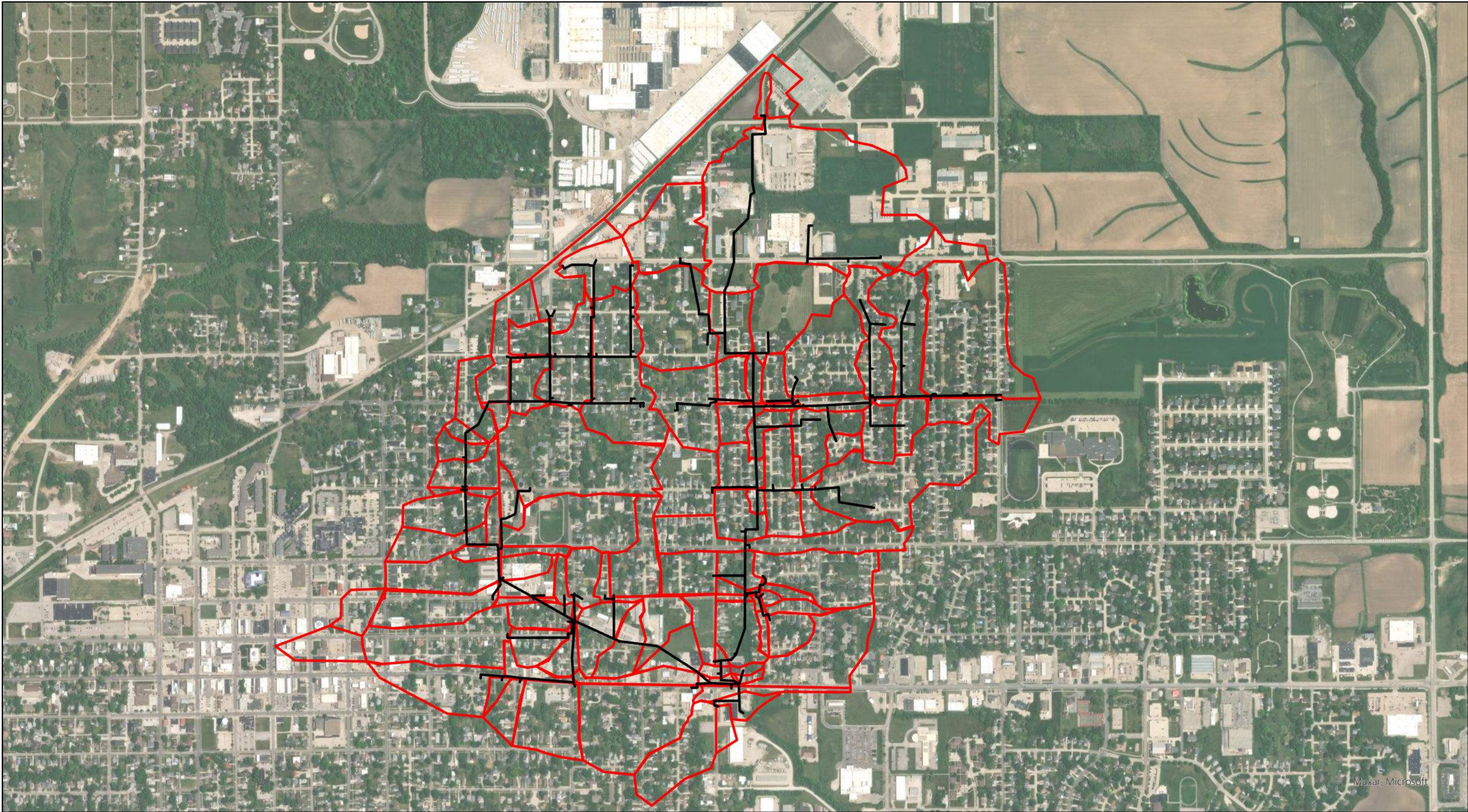
The table below summarizes the estimated total cost of each alternative solution. Please see Exhibit 15 for a more detailed estimated opinion of probable cost.

Table 2. Total Costs of Each Alternative

Alternative	Total Cost
1	\$ 353,000
2	\$ 1,252,000
3	\$ 903,000
4	\$ 2,346,000

Recommendations and Phasing

HR Green recommends a dual-phase approach to Alternative 4 to accommodate the City's funding availability and timeline. The first phase of the project would involve full design and constructing the detention basin, and the second phase would construct the 6' x 6' RCB extension + intersection upsizing. This approach is financially flexible to the City but also still impactful, as the detention basin as a standalone project will reduce flooding at the intersection of 1st Avenue and 12th Street, even if the construction of Phase 2 is delayed.



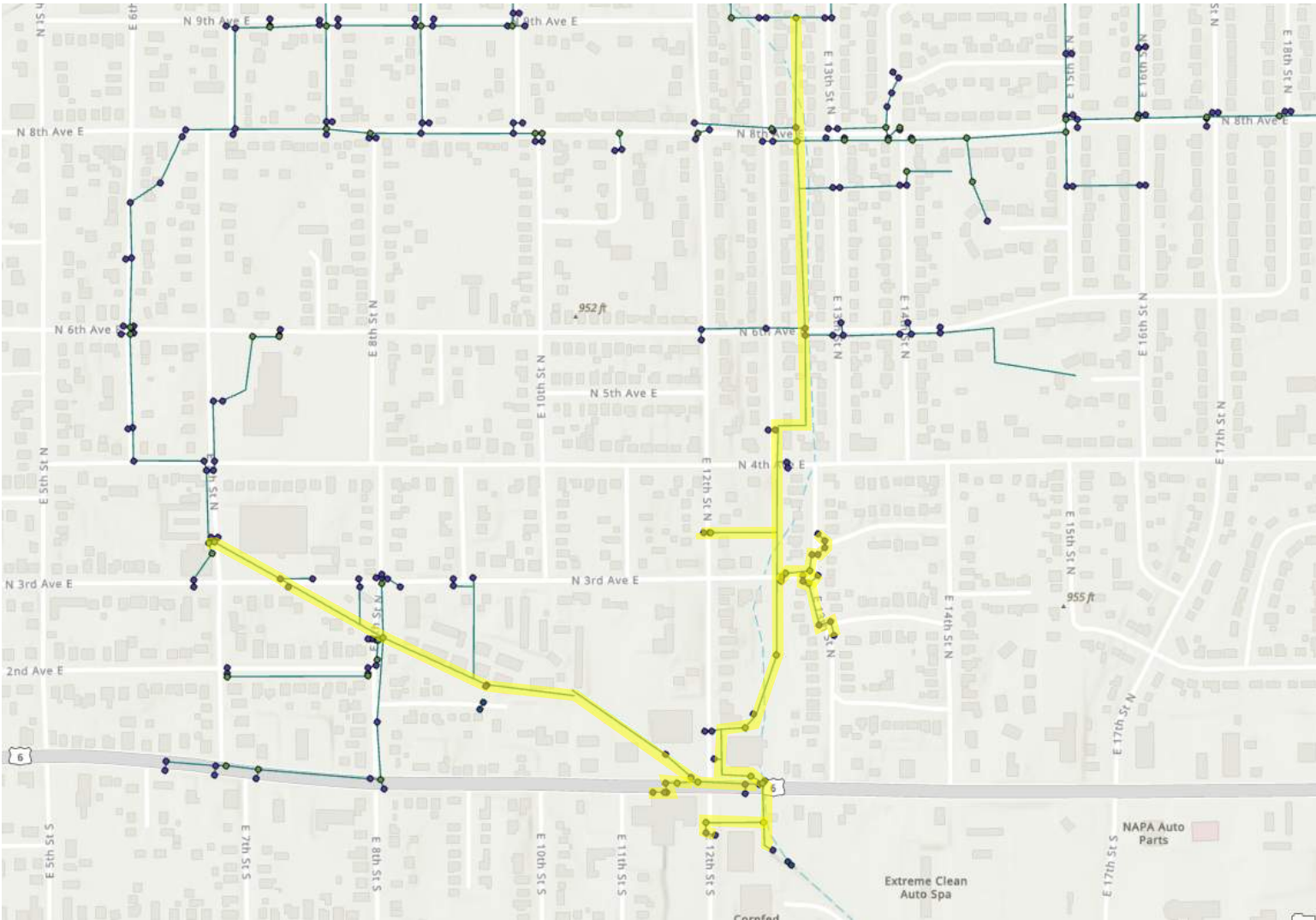
Maxar, Microsoft

City of Newton Exhibit 1 Watershed and Storm Sewer Network Map	— StormSewerMains □ DrainageAreas	Data Source: Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet Projection: Lambert Conformal Conic Datum: North American 1983 Units: Foot US    0 15000 Feet 1:10,000
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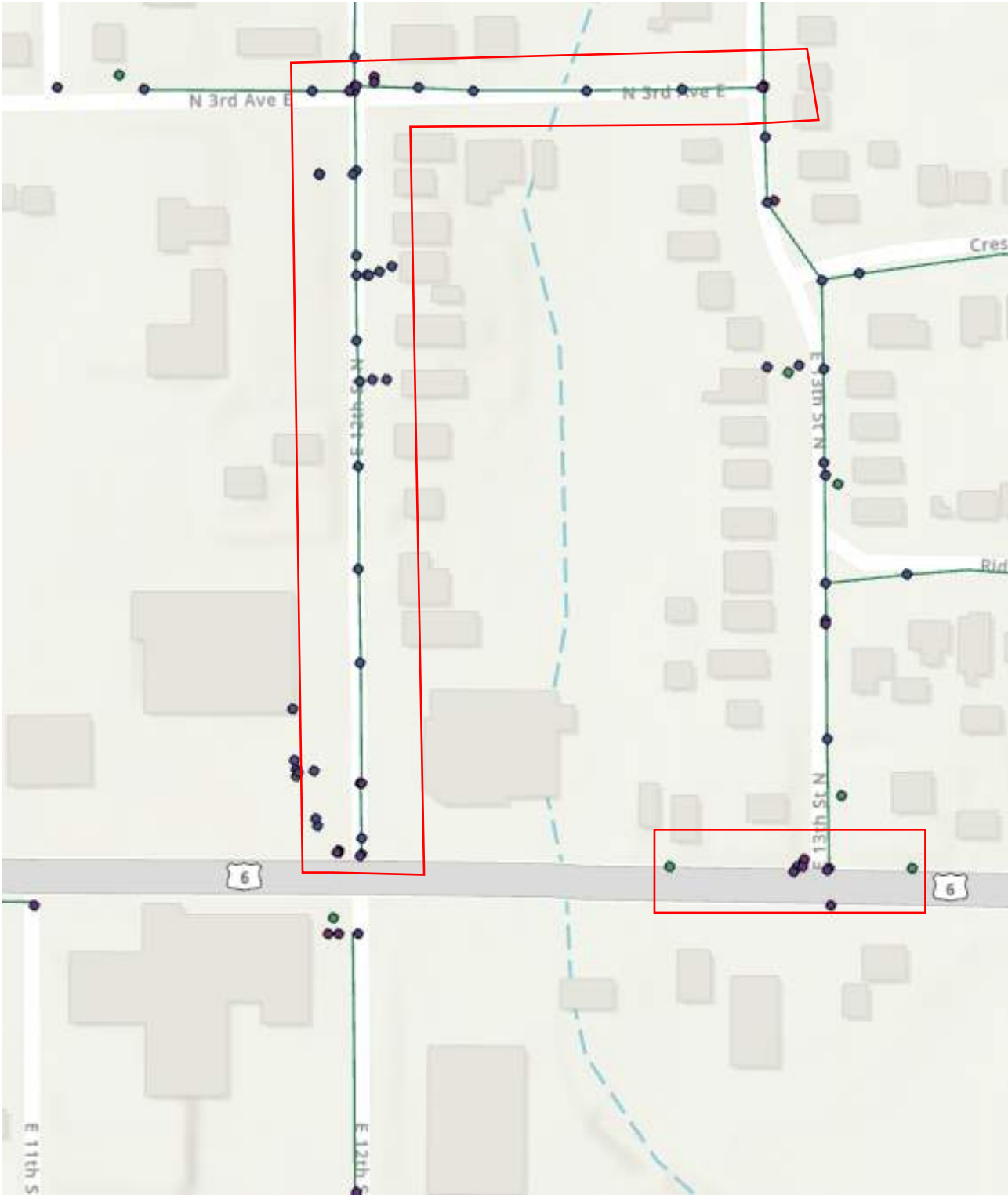
Exhibit 2

STORM SEWER SURVEY

- RIM
- INTAKE ELEVATION (IF DIFFERENT THAN RIM)
- STRUCTURE INVERT
- PIPE INVERTS
- PIPE DIAMETER
- PIPE MATERIAL



WATER



SANITARY

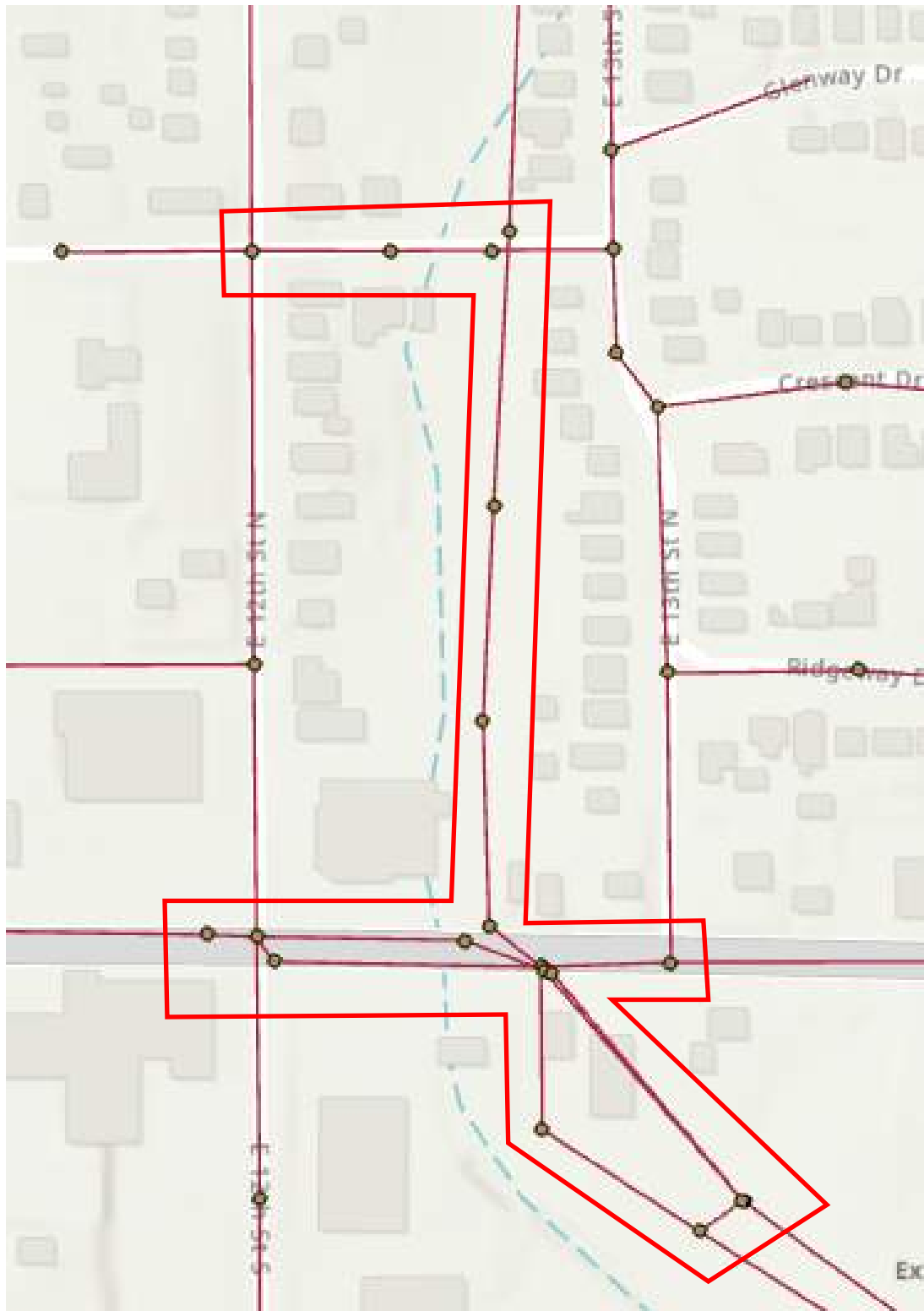
RIM

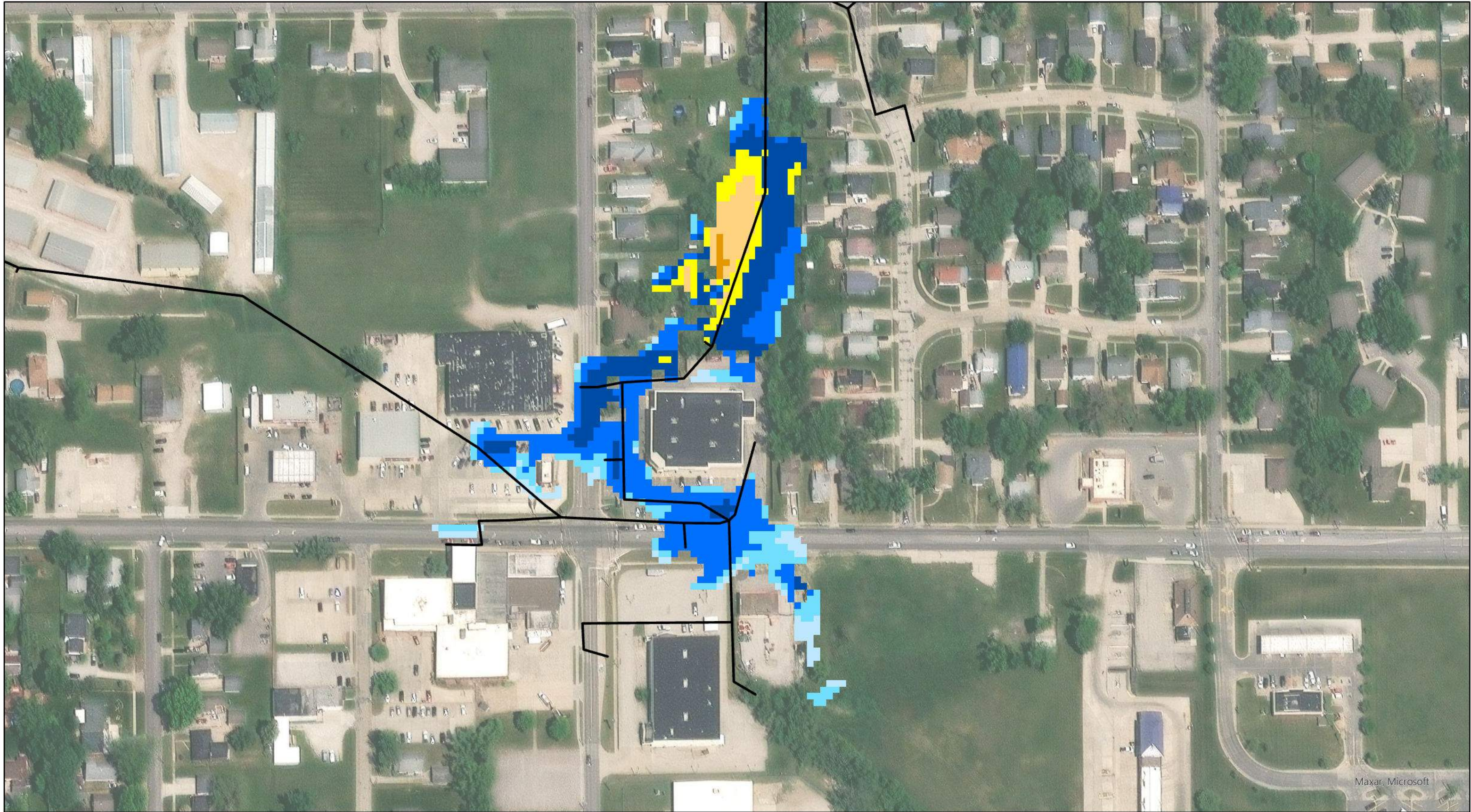
STRUCTURE INVERT

PIPE INVERT

PIPE MATERIAL

PIPE DIAMETER





City of Newton

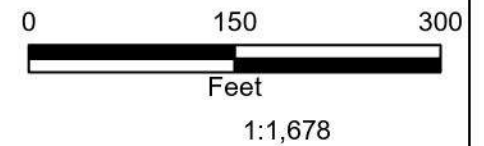
Exhibit 3
Existing Conditions
1-Year, 24-Hour Storm Results (2.67")

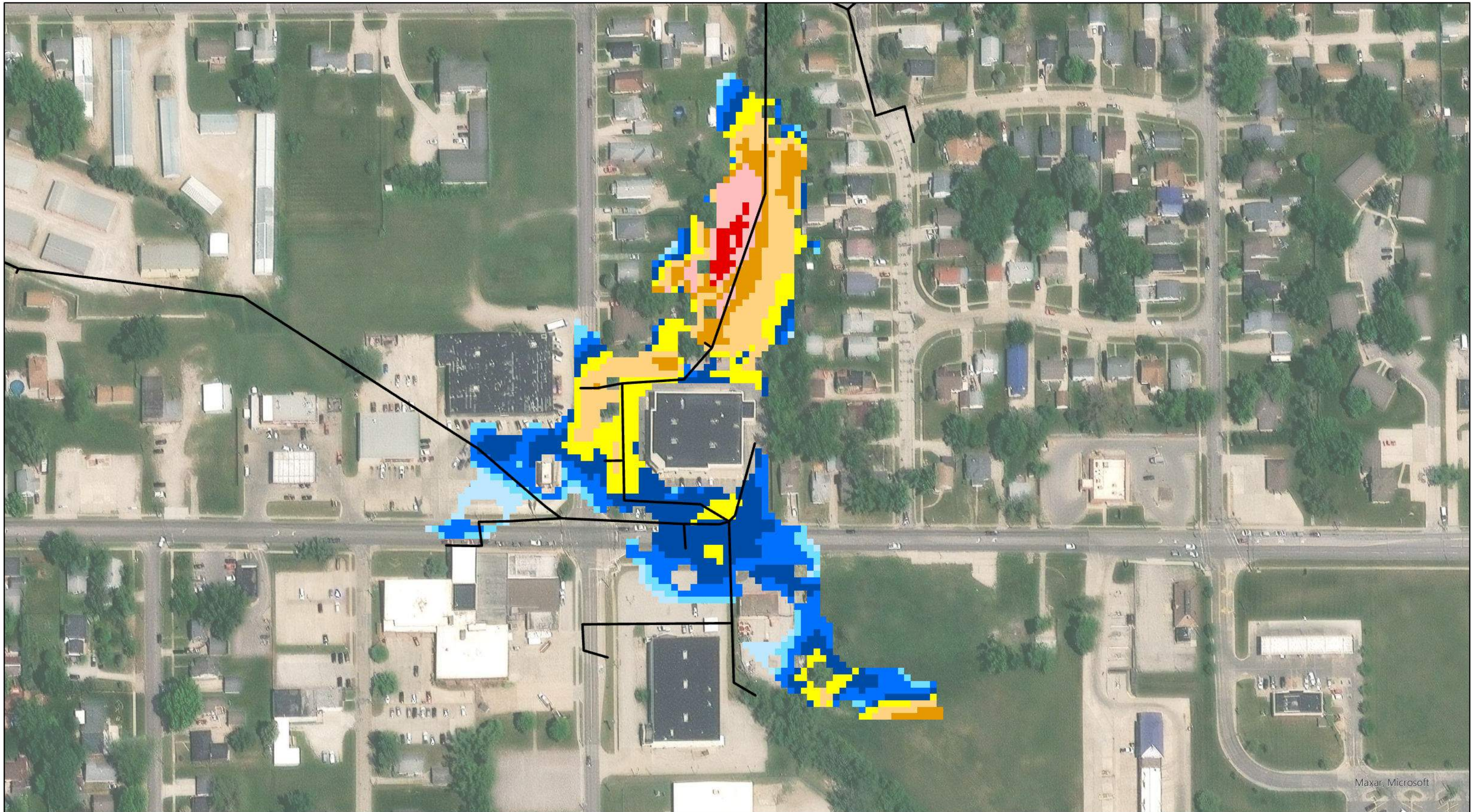
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

— Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





City of Newton

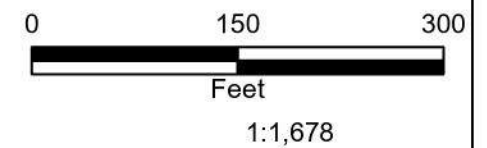
Exhibit 4
Existing Conditions
10-Year, 24-Hour Storm Results (4.46")

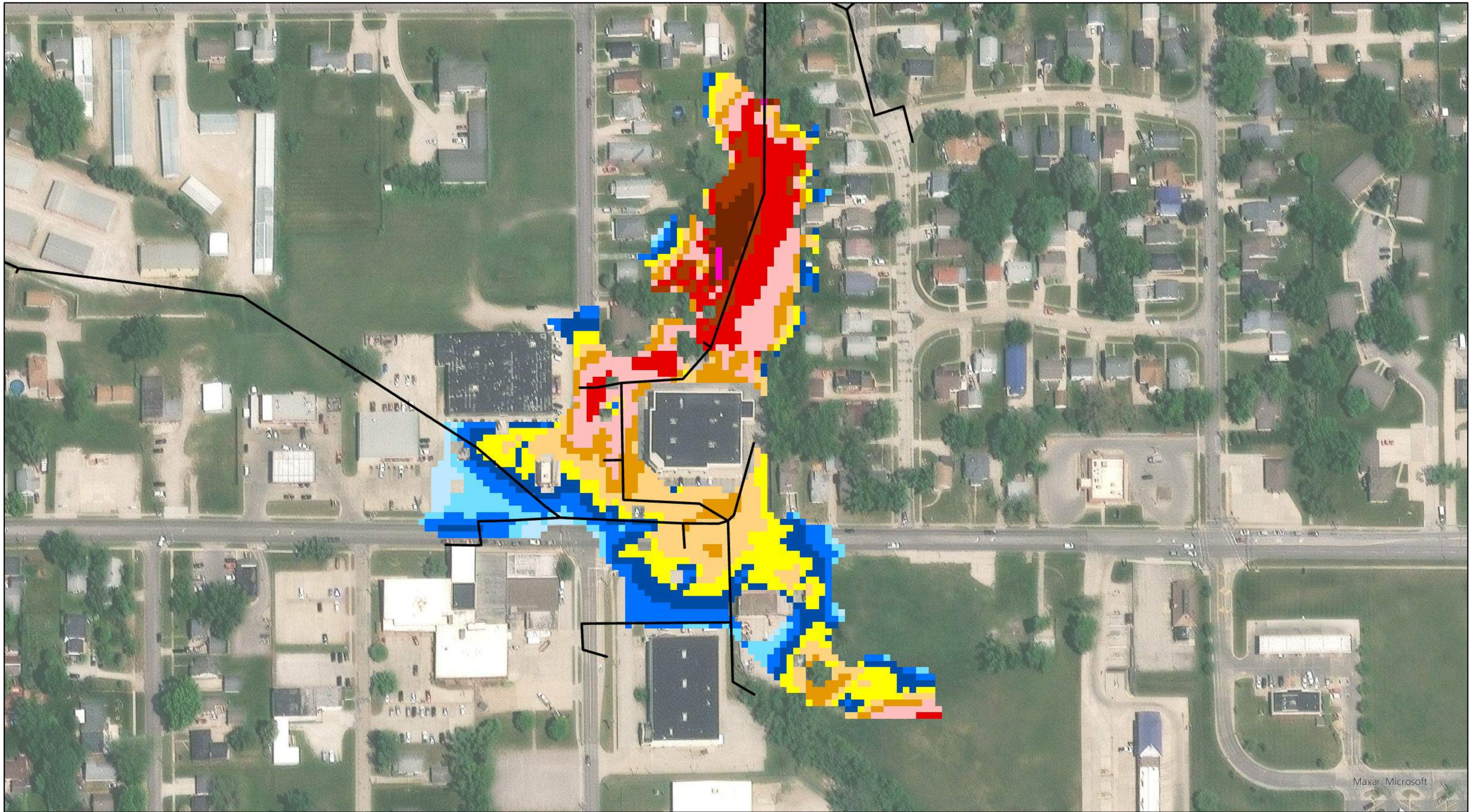
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

— Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





City of Newton

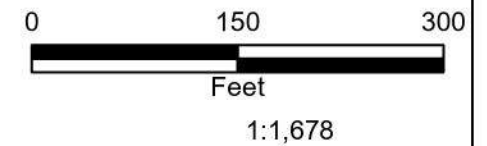
Exhibit 5
Existing Conditions
500-Year, 24-Hour Storm Results (9.37")

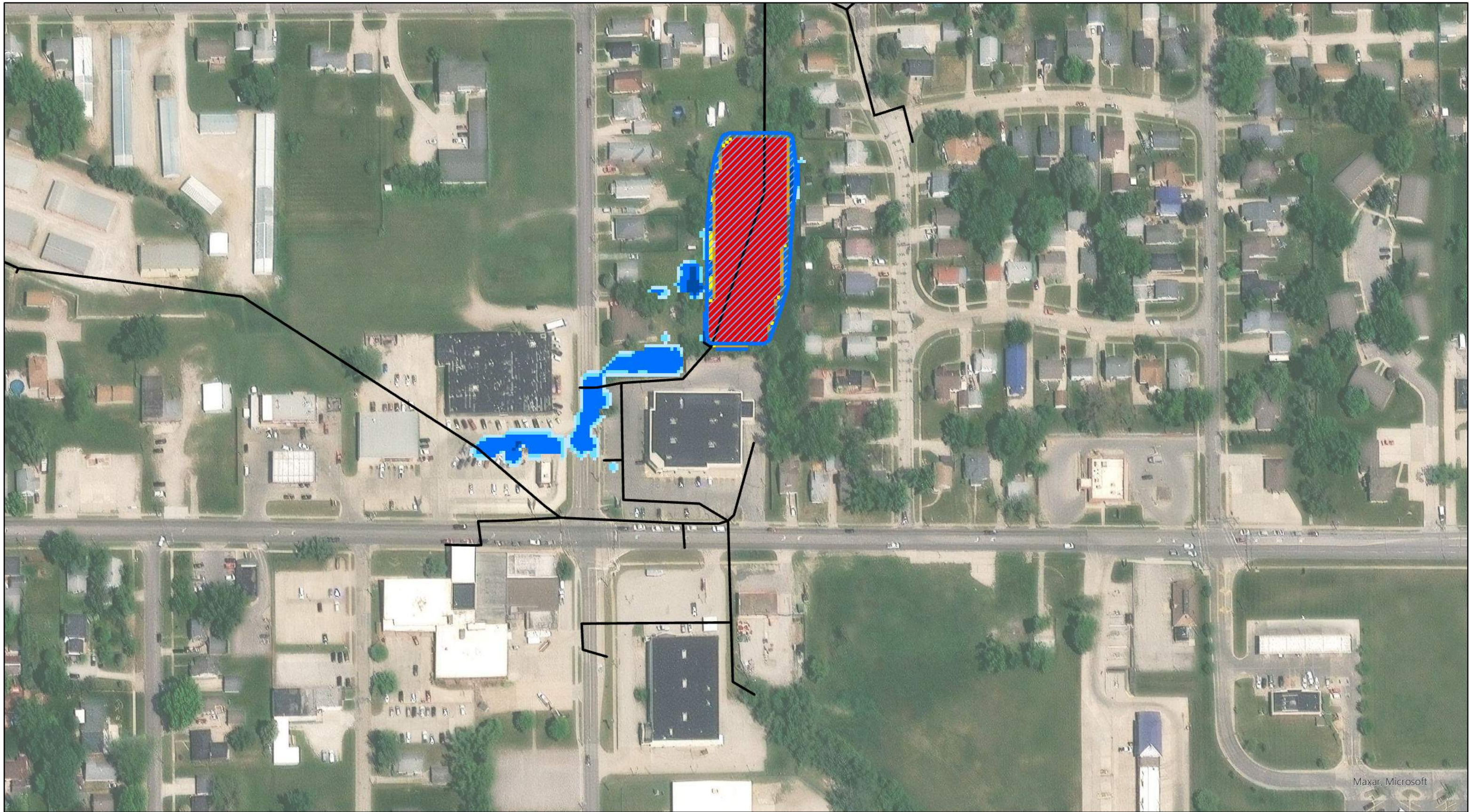
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

— Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





Maxar, Microsoft

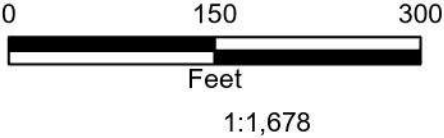
City of Newton

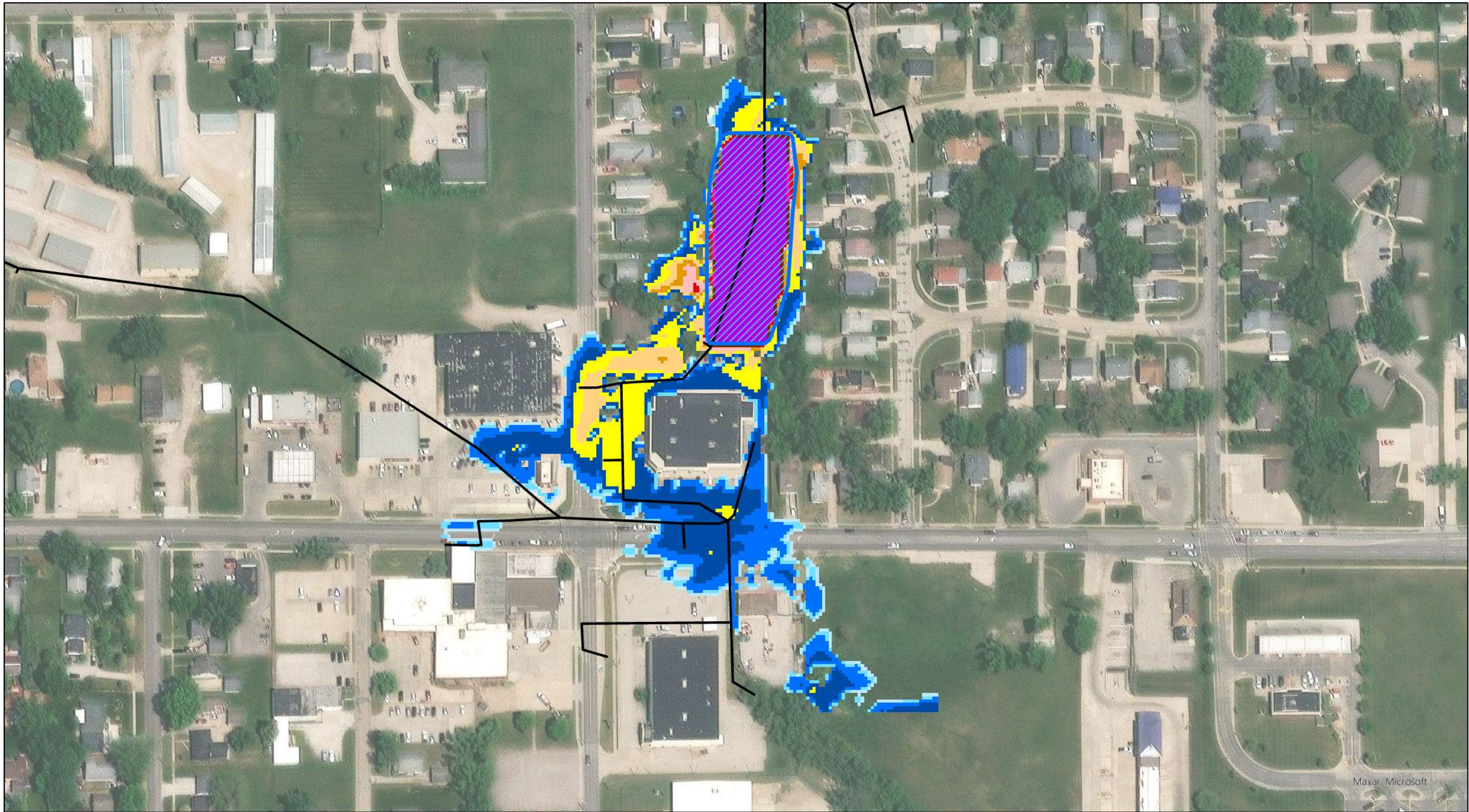
Exhibit 6
Proposed Alternative 1: Detention Basin
1-Year, 24-Hour Storm Results (2.67")

Inundation Depth (ft)			
0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

 Proposed Detention Basin
 Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





Maxar, Microsoft

City of Newton

Exhibit 7

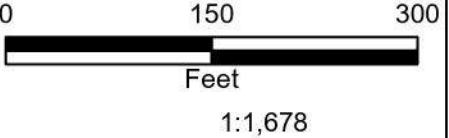
Proposed Alternative 1: Detention Basin
10-Year, 24-Hour Storm Results (4.46")

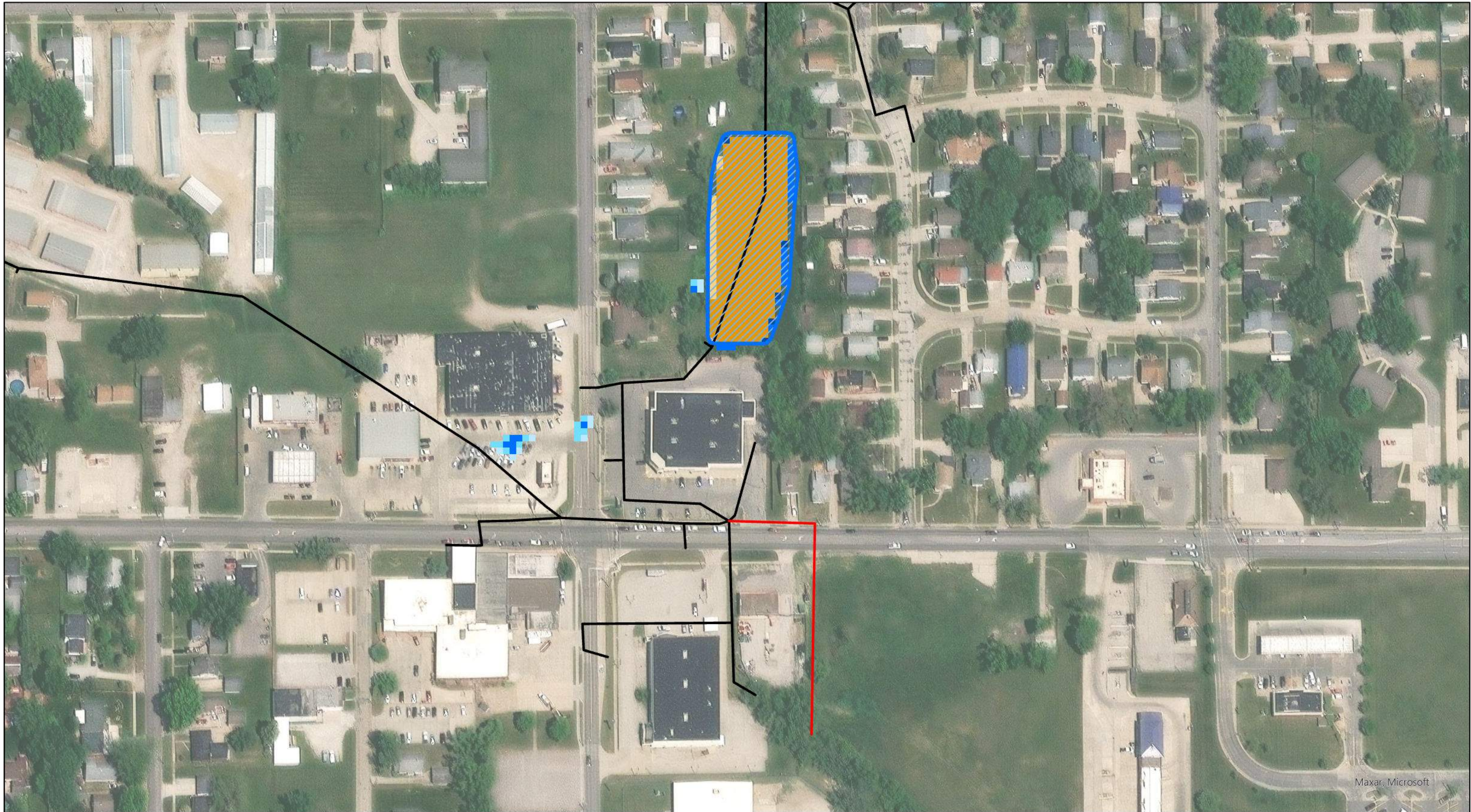
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

 Proposed Detention Basin
 Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





Maxar, Microsoft

City of Newton

Exhibit 8

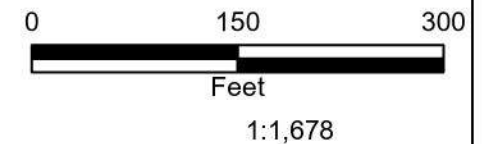
**Proposed Alternative 2: Detention Basin +
Additional Storm Sewer
1-Year, 24-Hour Storm Results (2.67")**

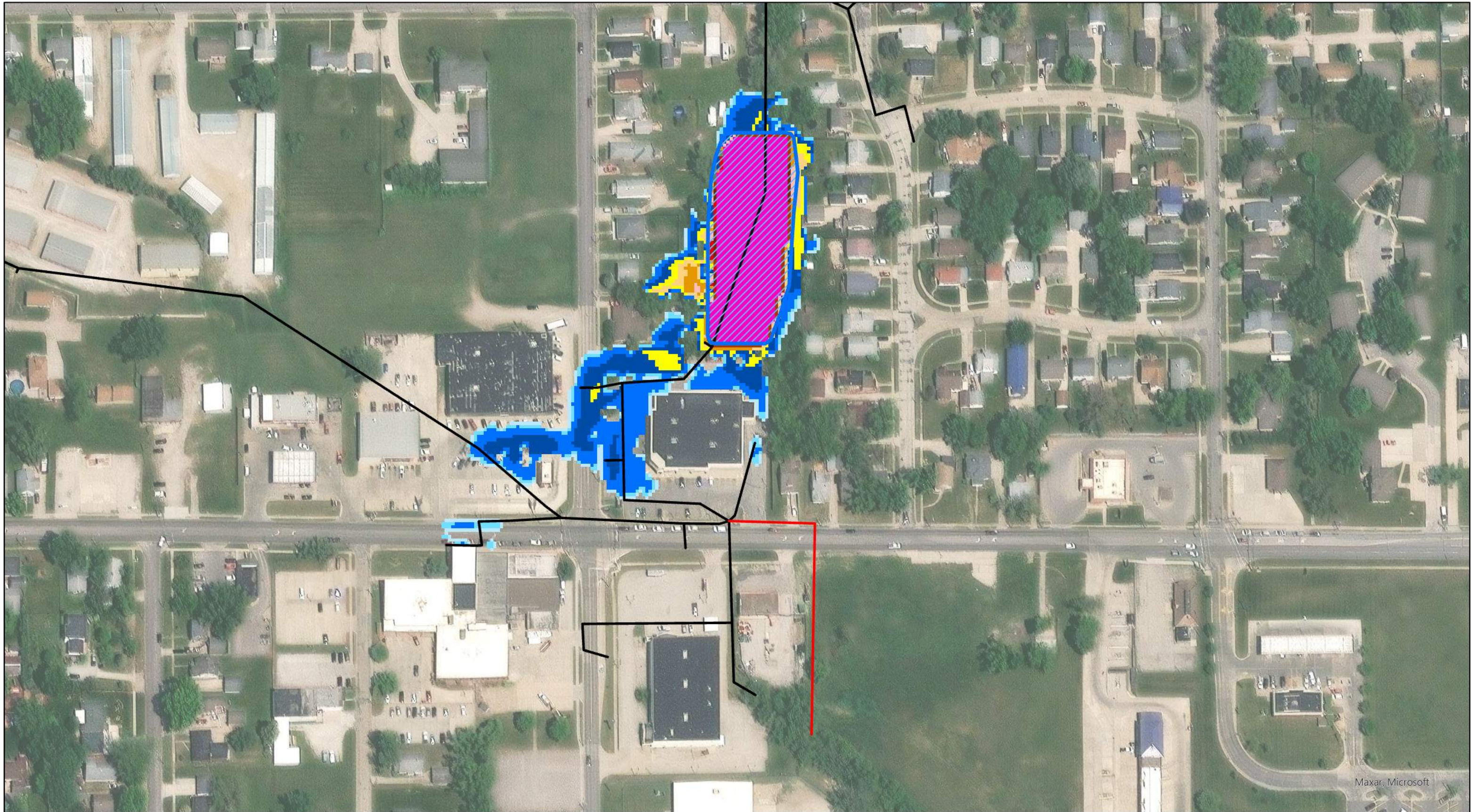
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

- Proposed Storm Sewer - 5' x 5' RCB
- Proposed Detention Basin
- Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





City of Newton

Exhibit 9

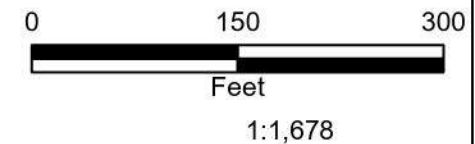
**Proposed Alternative 2: Detention Basin +
Additional Storm Sewer
10-Year, 24-Hour Storm Results (4.46")**

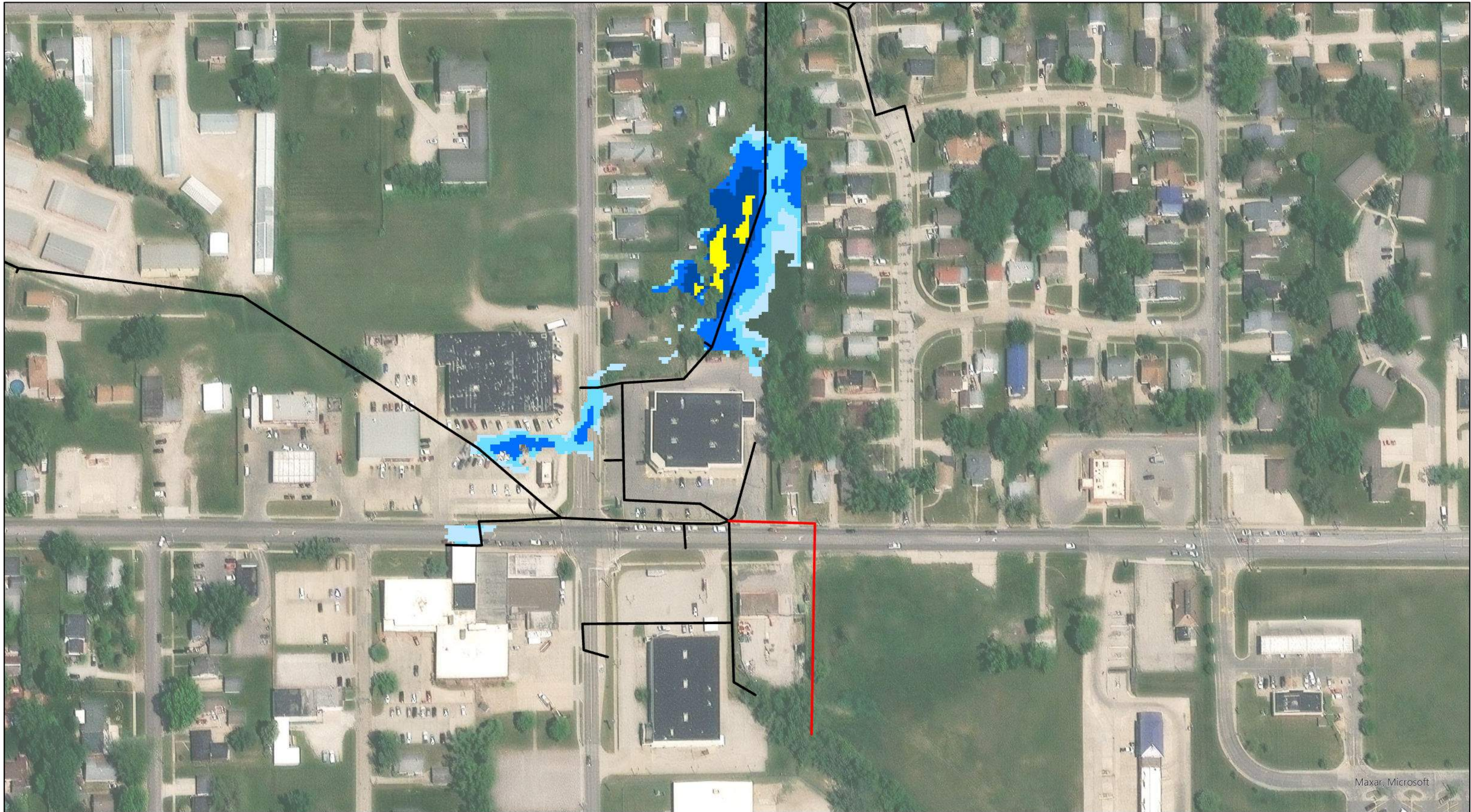
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

- Proposed Storm Sewer - 5' x 5' RCB
- Proposed Detention Basin
- Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





Maxar, Microsoft

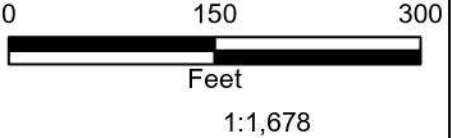
City of Newton

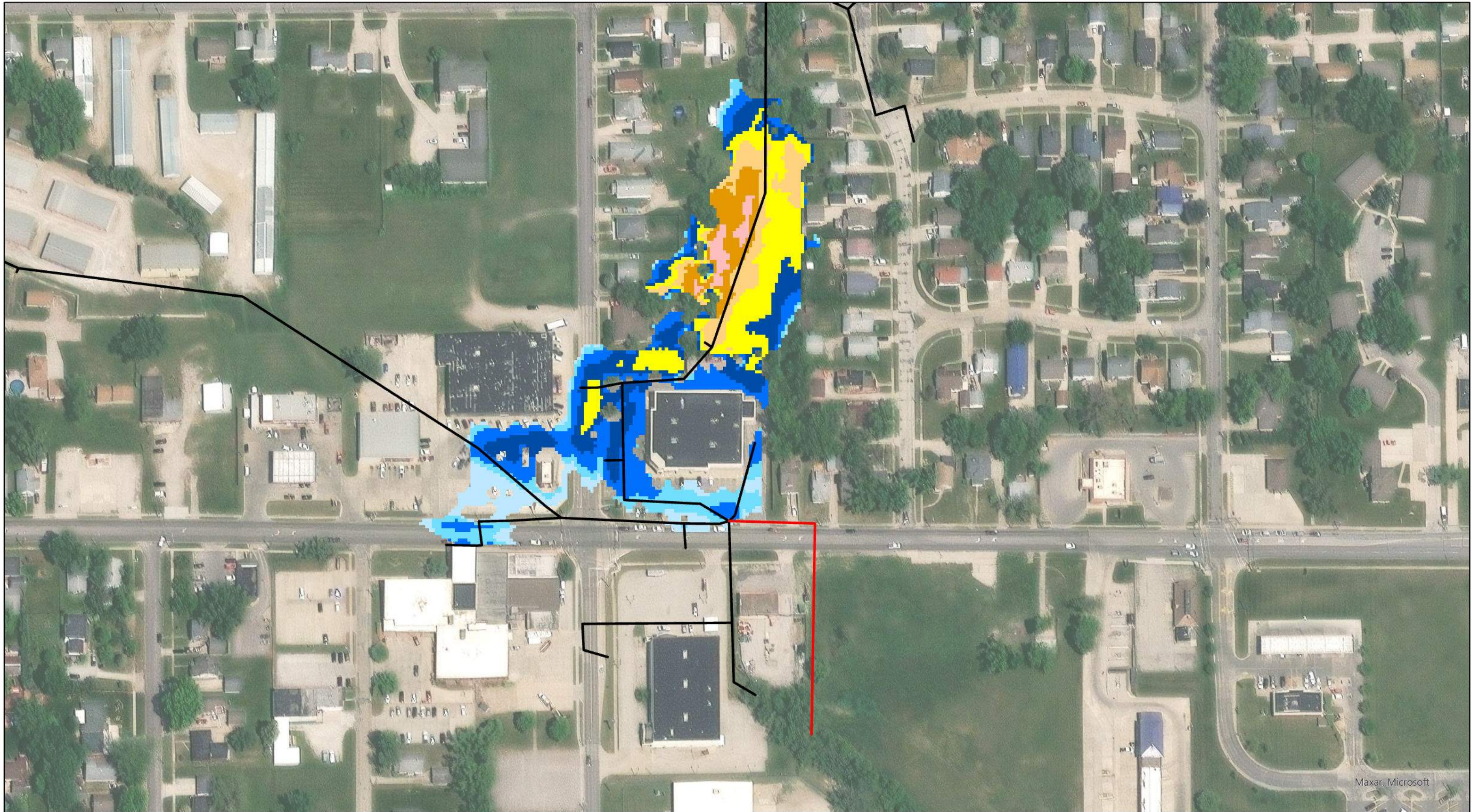
Exhibit 10
Proposed Alternative 3:
Additional Storm Sewer
1-Year, 24-Hour Storm Results (2.67")

Inundation Depth (ft)			
0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

- Proposed Storm Sewer - 5' x 5' RCB
- Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





Maxar, Microsoft

City of Newton

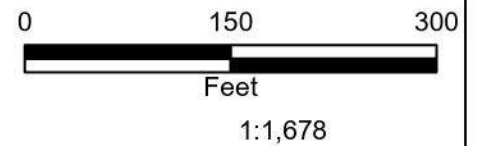
Exhibit 11
Proposed Alternative 3:
Additional Storm Sewer
10-Year, 24-Hour Storm Results (4.46")

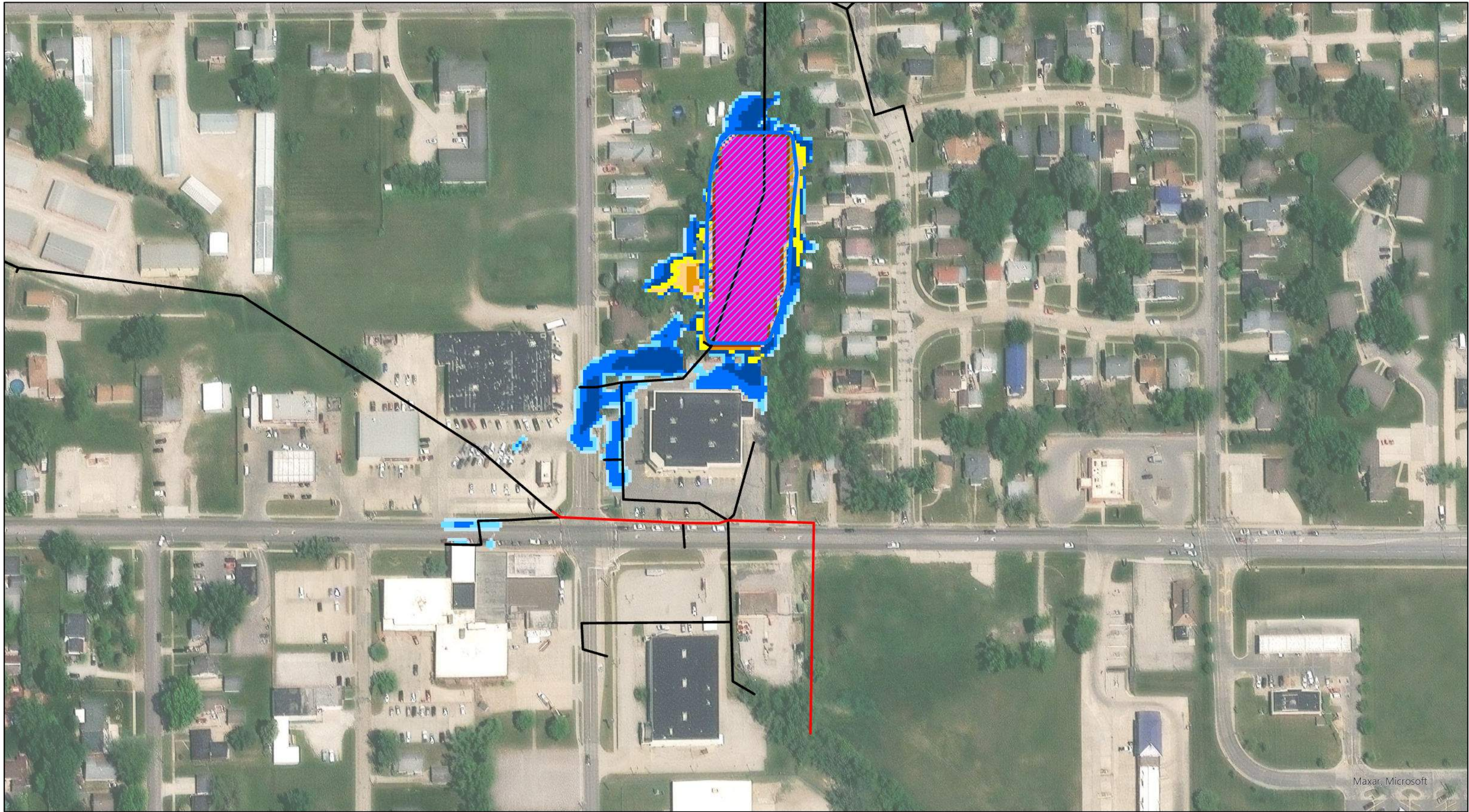
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

- Proposed Storm Sewer - 5' x 5' RCB
- Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





Maxar, Microsoft

City of Newton

Exhibit 13

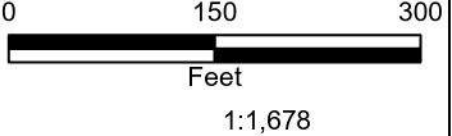
**Proposed Alternative 4: Upsized Additional
Pipe + Detention Basin
10-Year, 24-Hour Storm Results (4.46")**

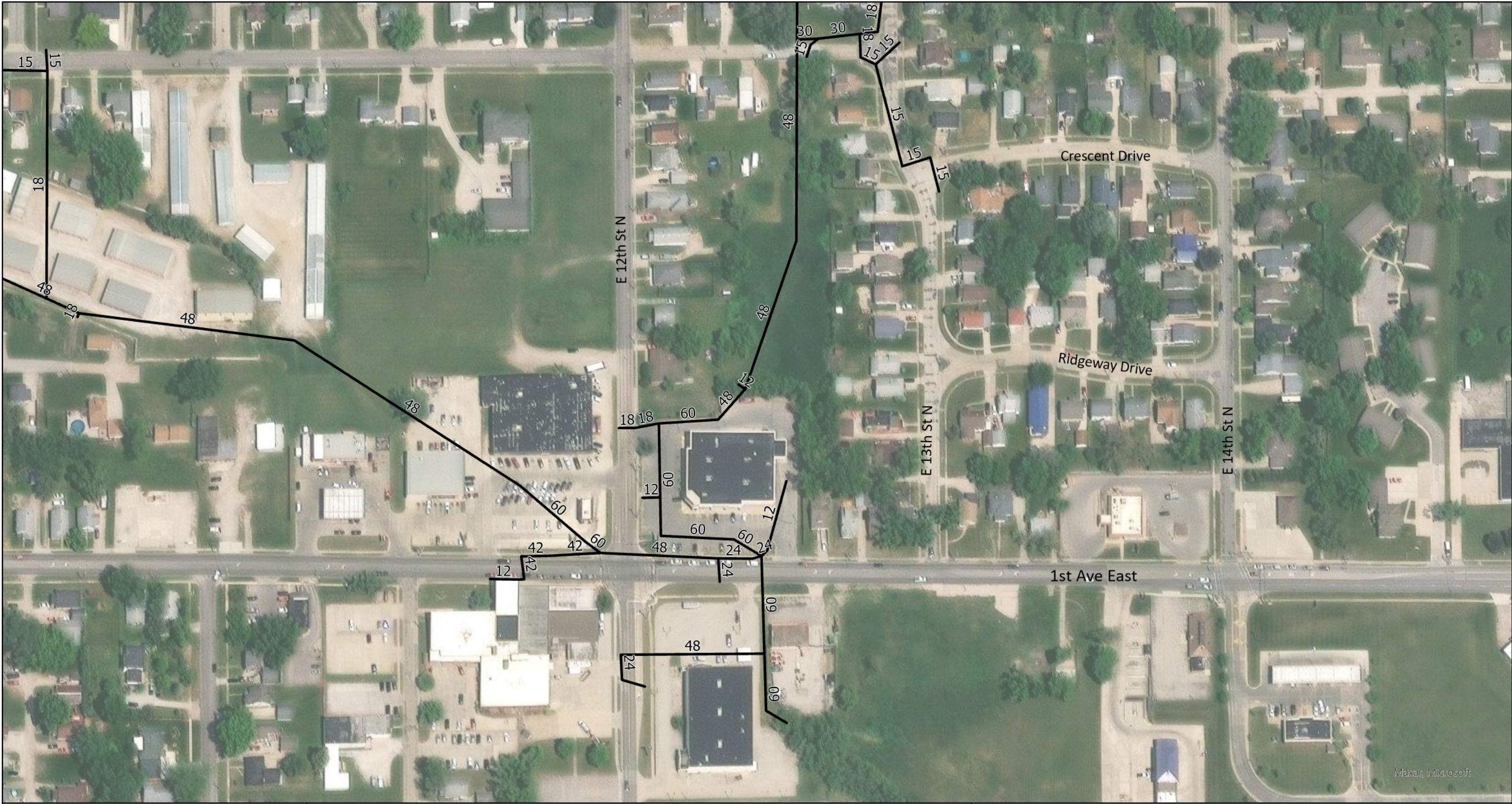
Inundation Depth (ft)

0.0 - 0.25	1.5 - 2.0	3.5 - 4.0	5.5 - 6.0
0.25 - 0.5	2.0 - 2.5	4.0 - 4.5	
0.5 - 1	2.5 - 3.0	4.5 - 5.0	
1.0 - 1.5	3.0 - 3.5	5.0 - 5.5	

- Proposed Storm Sewer - 6' x 6' RCB
- Proposed Detention Basin
- Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US





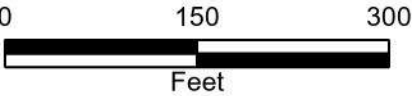
Maxar, Microsoft

City of Newton

Exhibit 14
Storm Sewer Size Map

— Existing Storm Sewer

Data Source:
Coordinate System: NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US



1:1,800



Opinion of Probable Project Costs
Prepared by HR Green, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ALT. 1		ALT. 2		ALT. 3		ALT. 4	
				DETENTION BASIN		DETENTION BASIN + ADD. STORM SEWER		ADD. STORM SEWER		DETENTION + UPSIZED PIPE ON 1ST AVE. E.	
				QTY	COST	QTY	COST	QTY	COST	QTY	COST
1	TOPSOIL, RESPREAD	CY	\$ 15	1,000	\$ 15,000	1,000	\$ 15,000		\$ -	1,000	\$ 15,000
2	EXCAVATION (HAUL-OFF)	CY	\$ 22	6,025	\$ 132,550	6,025	\$ 132,550		\$ -	6,025	\$ 132,550
3	STORM SEWER TRENCHED (6X6 RCB)	LF	\$ 985		\$ -		\$ -		\$ -	740	\$ 728,900
4	STORM SEWER TRENCHED (5X5 RCB)	LF	\$ 840		\$ -	430	\$ 361,200	430	\$ 361,200		\$ -
5	REMOVAL OF STORM SEWER (48-INCH)	LF	\$ 50	350	\$ 17,500	350	\$ 17,500		\$ -	350	\$ 17,500
6	REMOVAL OF STORM SEWER (RCB VARIES)	LF	\$ 50		\$ -		\$ -		\$ -	275	\$ 13,750
7	APRON AND FOOTING (6X6 RCB)	EA	\$ 8,500		\$ -		\$ -		\$ -	1	\$ 8,500
8	APRON AND FOOTING (5X5 RCB)	EA	\$ 7,500		\$ -	1	\$ 7,500	1	\$ 7,500		\$ -
9	APRON AND FOOTING (48-INCH)	EA	\$ 6,500	1	\$ 6,500	1	\$ 6,500		\$ -	1	\$ 6,500
10	MANHOLE	EA	\$ 25,000		\$ -	2	\$ 50,000	2	\$ 50,000	4	\$ 100,000
11	MODIFIED OUTLET STRUCTURE	EA	\$ 15,000	1	\$ 15,000	1	\$ 15,000		\$ -	1	\$ 15,000
12	PAVEMENT, PCC (PIPE PLACEMENT)	SY	\$ 150		\$ -	480	\$ 72,000	480	\$ 72,000	1,560	\$ 234,000
13	CURB AND GUTTER (PIPE PLACEMENT)	LF	\$ 40		\$ -	260	\$ 10,400	260	\$ 10,400	600	\$ 24,000
14	CURB AND GUTTER (DETENTION ACCESS)	LF	\$ 40	15	\$ 600	15	\$ 600		\$ -	15	\$ 600
15	REMOVAL OF SIDEWALK (DETENTION ACCESS)	SY	\$ 20	10	\$ 200	10	\$ 200		\$ -	10	\$ 200
16	REMOVAL OF CURB (PIPE PLACEMENT)	LF	\$ 20		\$ -	260	\$ 5,200	260	\$ 5,200	600	\$ 12,000
17	REMOVAL OF CURB (DETENTION ACCESS)	LF	\$ 20	15	\$ 300	15	\$ 300		\$ -	15	\$ 300
18	SIDEWALK, PCC (DETENTION ACCESS)	SY	\$ 110	10	\$ 1,100	10	\$ 1,100		\$ -	10	\$ 1,100
19	PAVEMENT REMOVAL (PIPE PLACEMENT)	SY	\$ 15		\$ -	480	\$ 7,200	480	\$ 7,200	1,560	\$ 23,400
20	TEMPORARY TRAFFIC CONTROL	LS	5% of other costs	1	\$ 10,200	1	\$ 36,100	1	\$ 26,100	1	\$ 67,700
21	CONVENTIONAL SEEDING (TYPE 1, BASIN)	AC	\$ 3,000	1	\$ 3,000	1	\$ 3,000		\$ -	1	\$ 3,000
22	CONVENTIONAL SEEDING (TYPE 1, OVER PIPE)	AC	\$ 3,000		\$ -	0	\$ 750	0	\$ 750	0	\$ 750
23	SWPPP PREP	LS	\$ 2,500	1	\$ 2,500	1	\$ 2,500		\$ -	1	\$ 2,500
24	SWPPP MANAGEMENT	LS	\$ 7,500	1	\$ 7,500	1	\$ 7,500		\$ -	1	\$ 7,500
25	EROSION CONTROL	LS	5% of other costs	1	\$ 10,200	1	\$ 36,100	1	\$ 26,100	1	\$ 67,700
26	RIPRAP, STILLING BASIN	TON	\$ 65		\$ -	75	\$ 4,875	75	\$ 4,875	75	\$ 4,875
27	SURVEY	LS	1% of other costs	1	\$ 2,100	1	\$ 7,300	1	\$ 5,300	1	\$ 13,600
28	MOBILIZATION	LS	8% of other costs	1	\$ 16,300	1	\$ 57,800	1	\$ 41,700	1	\$ 108,300
29	CONCRETE WASHOUT	EA	\$ 1,000	1	\$ 1,000	1	\$ 1,000	1	\$ 1,000	1	\$ 1,000
SUBTOTAL					\$ 241,550		\$ 859,175		\$ 619,325		\$ 1,610,225
CONTINGENCY (30%)					\$ 72,465		\$ 257,753		\$ 185,798		\$ 483,068
CONSTRUCTION COST					\$ 315,000		\$ 1,117,000		\$ 806,000		\$ 2,094,000
DESIGN ENGINEERING (12%)					\$ 38,000		\$ 135,000		\$ 97,000		\$ 252,000
TOTAL COST					\$ 353,000		\$ 1,252,000		\$ 903,000		\$ 2,346,000



PROFESSIONAL SERVICES AGREEMENT

For

**1st Avenue and 12th Street Drainage Improvements
Engineering Design Services**

Joe Grife, Public Works Director
City of Newton
101 W 4th Street S
Newton, IA 50208
641-792-6622

Mark Phipps, PE, Project Manager
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
HR Green Project Number 2403428.01

March 7, 2025

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THIS **AGREEMENT** is between City of Newton, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT seeks engineering services for the preparation of plans and specifications for a phased project that will improve drainage and reduce flooding near the intersection of 1st Avenue E and E 12th Street N (Alternative 4 from the COMPANY's February 2025 Technical Memorandum to CLIENT), as well as eliminate a sanitary sewer siphon along N 6th Avenue E, between E 12th Street Place N and E 13th Street N.

1.2 Design Criteria/Assumptions

CLIENT will provide COMPANY all existing documents, infrastructure data, plans, studies, and reports relevant to the CLIENT's project objectives. Engineering plans and specifications will be prepared to meet City of Newton engineering standards and the SUDAS Manual.

COMPANY will prepare two separate sets of engineering plans so the Project can be bid and constructed in two phases. Phase 1 will consist of the proposed detention basin to be constructed in the vacant lot north of the Walgreen's at 1204 1st Avenue E as well as elimination of the sanitary sewer siphon along N 6th Avenue E. Phase 2 will consist of the proposed storm sewer improvements along 1st Avenue E and between 1st Avenue E and the nearby stream to the south. All plans and specifications will be submitted to the CLIENT as electronic (PDF) files.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1 – Project Management

1. Project Monitoring and Progress Reports - Provide on-going Project management including budget and schedule management. Maintain the system for monitoring progress and expenditures to allow monthly tracking. Prepare and submit monthly progress reports outlining the following:
 - i. Tasks that were completed during the reporting period;
 - ii. Tasks that will be conducted during the upcoming period; and
 - iii. Any direction needed from the CLIENT to keep the Project moving forward according to schedule.
2. Project Progress Meetings - Conduct status review meetings with the CLIENT at the stages listed below to present a summary of the work completed on each task, discuss action items, and summarize the work status compared to the original Project schedule and budget. These meetings will also provide CLIENT staff with an opportunity to

provide input on various design aspects of the Project. Prepare and distribute meeting notes within one week of each meeting.

- i. Concept Design (30%)
 - ii. Preliminary Design (60%)
 - iii. Check Plan Design (90%)
3. Quality Assurance Plan - Establish review and checking procedures for Project deliverables. Designate responsibility for implementation of the plan. Quality control will be completed at the Concept, Preliminary, and Check Plan Design Phases of the Project.

Task 2 – Data Collection

1. Utility Coordination – Obtain and review the latest CLIENT GIS data, available sewer televising reports, and information from Iowa One Call.
2. Geotechnical – Obtain up to two (2) soil borings within the footprint of the proposed detention basin, including laboratory testing and a geotechnical report with boring logs and laboratory test results. Obtain two (2) additional soil borings along the alignment of the proposed storm sewer improvements. The borings will extend to a depth of twenty (20) feet. Laboratory testing will include: visual classification, water content, unit weight, unconfined compressive strength, Atterberg test limits, and grain size analysis.
3. Design Survey – Field survey the area within the anticipated construction limits, as indicated on Exhibits A and B. This includes right-of-way and boundary survey, as well as identifying the location and elevation of above-ground site features, such as structures, vegetation, driveways, walkways, streets, access points, and buried utility information that is marked in the field by others. Confirm the invert elevation and pipe sizes of utilities within the construction limits. Develop a site map with topographical contours, utilities, and site features needed to complete the design.

Task 3 – Coordination and Permitting

1. Stakeholder Coordination – Provide stakeholders, such as Iowa DOT and private utility companies, with Engineering Plans early in the design phase and request feedback regarding potential conflicts or design issues.
2. Preparation of Permit Applications - Participate in consultations with authorities having jurisdiction over the Project and assist in preparation of required permit applications. COMPANY will prepare appropriate permit applications and forward to the CLIENT for submission to the appropriate regulatory agency. For those permits that require publication in a newspaper of record, COMPANY will prepare a draft notice and forward to the CLIENT for publication. All fees associated with filing permits and/or publishing notice(s) will be the responsibility of the CLIENT. It is anticipated that the following permits will be applied for:
 - i. Right-of-Way Permits (Iowa DOT);
 - ii. Wastewater Construction Permit (Iowa DNR);

- iii. Section 404 Permit (USACE);
- iv. Floodplain Development Permit (Iowa DNR); and
- v. Floodplain Development Permit (City).

Task 4 - Modeling

1. 1D/2D Hydrologic and Hydraulic Model – COMPANY will refine the model previously prepared for CLIENT as the project moves from Concept Design to Final Design to confirm the proposed project maintains its expected flood reduction benefits.

Task 5 – Concept Design (30% Plan Preparation)

1. Plan Preparation – Evaluate and further develop the concept plan for the Project presented as Alternative 4 from the COMPANY's February 2025 Technical Memorandum. Preliminary plan sheets will be prepared for Phase 1 and Phase 2 plans including: cover sheet, drawing index, abbreviations and notes, legends, geotechnical data, preliminary detention basin grading plan, and plan and profile sheets. Proposed easements, if known at this stage, will be shown on the plans. Required specification sections will be determined.
2. Opinion of Probable Construction Cost – Prepare a conceptual opinion of probable construction cost.
3. Design Development Review - Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the Project across discipline lines. Update the construction sequence based on information determined from the design development phase.

Task 6 – Preliminary Design (60% Plan Preparation)

1. Plan Preparation - Major piping and the detention basin grading plan will all be finalized during this phase to allow final detailing in the next phase of design. Proposed easements will be shown on the plans, if required. CLIENT review comments and available feedback from the utilities and regulatory agencies will be taken into account. Prepare draft specifications.
2. Civil, Site, and Roadway – Finalize the detention basin grading plan and alignment and sizes of proposed storm and sanitary sewer improvements. Identify all proposed improvements within State right-of-way. Prepare schematic traffic control plans for Phase 1 and Phase 2.
3. Acquisition Plat Preparation – Prepare individual plats for each parcel with legal descriptions for each temporary easement taking or property acquisition. The plats and legal descriptions shall comply with the requirements of the Iowa Code. Negotiations with property owners shall be by the CLIENT in accordance with the

applicable requirements and shall occur prior to the bid period. Plats are assumed to be necessary for the five (5) properties listed below.

- A. 1204 1st Avenue E (1 property acquisition)
 - B. 1218 1st Avenue E (1 property acquisition)
 - C. 1220 1st Avenue E (1 property acquisition)
 - D. 1223 1st Avenue E (1 property acquisition)
 - E. 1300 S 2nd Avenue E (1 temporary construction easement and 1 property acquisition)
4. Opinion of Probable Construction Cost – Update the opinion of probable construction cost for the work, complete with description of bid items, estimated quantities, and unit prices reasonable for the scope, schedule, and anticipated job site conditions. Identify and track significant cost changes as cost trends.
5. Design Development Review - Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the Project across discipline lines. Update the construction sequence based on information determined from the design development phase.

Task 7 – Check Plan Design (90% Plan Preparation)

- 1. Plan Preparation - This phase of design consists of adding final details to the drawings and completing the specifications. Information developed in previous phases of design will be used to develop documents in this phase. Check plan sheets will be prepared including typical details and a detailed estimate of quantities.
- 2. Civil, Site, and Roadway - Prepare detailed drawings for the storm and sanitary sewer plan and profiles, grading, road improvements, and traffic control. Prepare specifications for Phases 1 and 2 of the Project.
- 3. Opinion of Probable Construction Cost – Prepare a check plan opinion of probable construction cost for the Project. Check plan opinion of probable construction cost shall be based on representative major Project elements and based on recent bid information. Detailed quantity takeoffs will be developed for the check plan opinion of probable construction cost. Identify and track significant cost changes as cost trends.
- 4. Design Development Review - Complete a constructability review to verify the proposed methods of construction and establish the durations needed for construction activities. Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the Project across discipline lines. Update the construction sequence based on information determined from the design development phase.

Task 8 – Final Design (100% Plan Preparation)

1. Plan Preparation – Complete final drafting of the plan sheets and specifications. Provide final plan information for permitting agencies.
2. Project Manual - Prepare the Project Manuals for Phase 1 and Phase 2, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.
3. Final Opinion of Probable Construction Cost - Prepare a final opinion of probable construction cost for the Project based on final Project quantities with description of bid items, estimated quantities and unit prices reasonable for the scope, schedule, and anticipated job site and conditions.
4. Construction Document Submittal - Submit electronic copies of final plans, Project manual and opinion of probable construction cost to the CLIENT for advertisement and bidding.

Task 9 – Bidding Assistance for Phase 1

1. Answer Questions, Issue Addenda, and Assemble Conformed Documents - The bid letting shall be administered by the CLIENT. Assist the CLIENT during the bid period in answering questions regarding the design intent. Address questions presented by the CLIENT and prepare addenda for distribution by the CLIENT. A conformed set of specifications and plans will be provided after the bid period for Phase 1 for use during construction.
2. Prepare Recommendation of Award - Review the bids for Phase 1 of the Project following the public opening, tabulate the bids, and provide the CLIENT with a recommendation of award regarding the construction contract.

3.0 Deliverables and Schedules Included in this Agreement

The deliverables for this Project will be the Construction Document Submittal described in Task 8 above.

<u>Task</u>	<u>Completion Date</u>
Data Collection	2 Months After Contract Award
Concept Design (30% Plans)	3 Months After Contract Award
Preliminary Design (60% Plans)	5 Months After Contract Award
Coordination and Permitting	5-8 Months After Contract Award
Check Plan Design (90% Plans)	7 Months After Contract Award
Final Design (100% Plans)	8 Months After Contract Award
Bidding Assistance	9 Months After Contract Award
Construction	Winter 2025-2026

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

1. Grant funding applications and management
2. Environmental testing of the soils within the Project area
3. Permit applications not listed under Task 3, Item 2 (applying for an Iowa DNR General NPDES Permit No. 2 will be the contractor's responsibility)
4. Structural design of non-SUDAS storm sewer structures
5. Plats of Topography, Highways, or Survey
6. Retracement Survey
7. Negotiation with private property owners regarding easement acquisition
8. Presentations to City Council
9. Pre-bid meeting
10. Construction Phase services
11. Bidding Assistance for Phase 2 (which is expected to be bid 1-2 years after Phase 1)

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Terracon will provide geotechnical services.

6.0 Client Responsibilities

1. Provide available data to aid in design, including GIS data, record drawings and/or inspection reports of existing infrastructure, previous studies and reports, and City standard bidding documents.
2. Provide available geotechnical reports of the Project area.
3. Notify adjacent property owners of the proposed improvements.
4. Provide written comments on all design team submissions as a single, vetted and coordinated document providing clear direction to the design team within two weeks of receiving submission.
5. Provide City standard front end documents for bidding.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30

days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$247,000.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

A blue ink signature of Mark Phipps.

Mark Phipps, PE

Approved by:

A blue ink signature of Teresa Stadelmann.

Printed/Typed Name: Teresa Stadelmann, PE

Title: Vice President, Principal

Date:

March 7, 2025

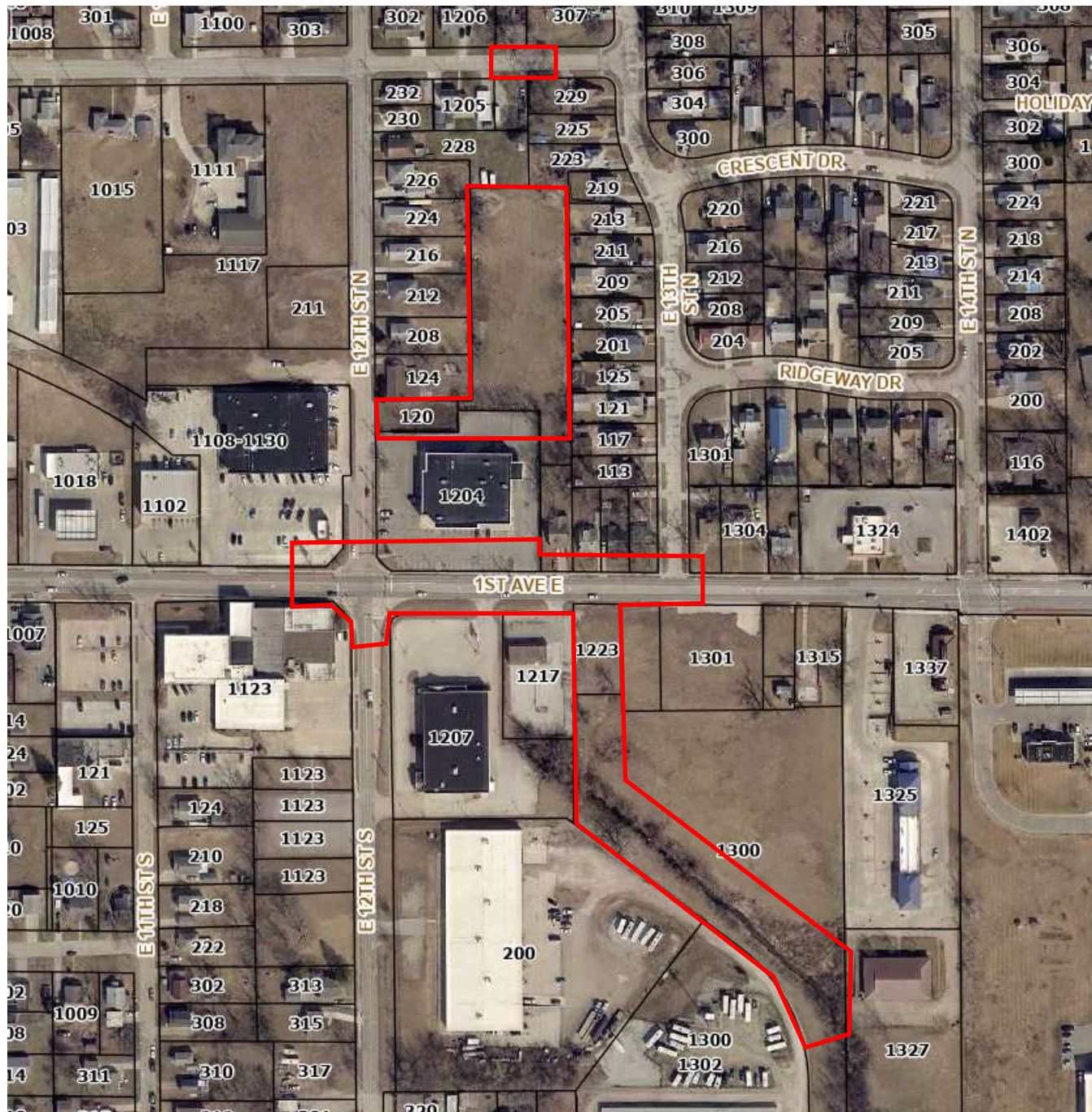
CITY OF NEWTON

Accepted by:

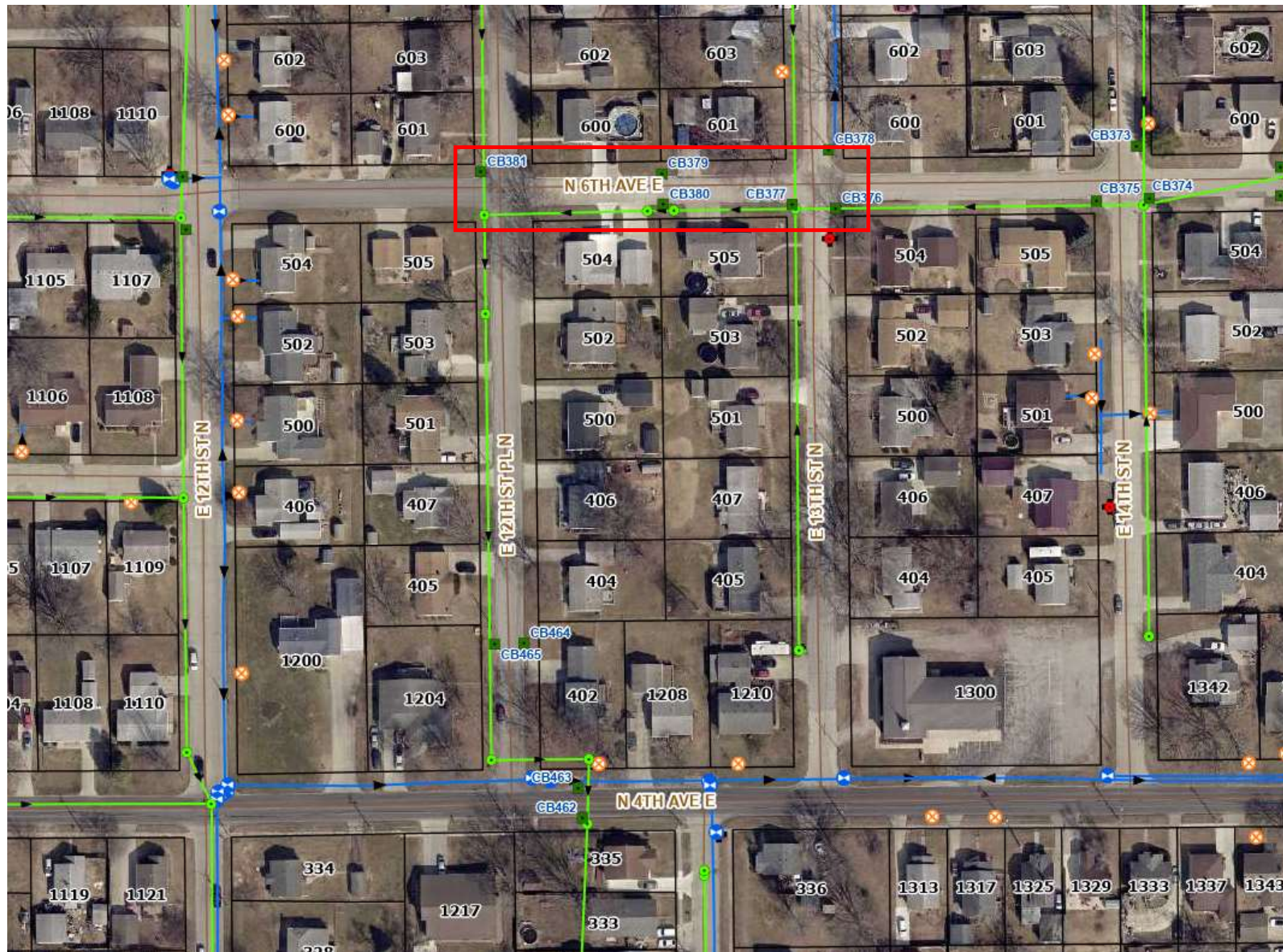
Printed/Typed Name:

Title:

Date:



 = LIMITS OF SURVEY AREA



 = LIMITS OF SURVEY AREA

City of Newton Council Report

**Item:**

Resolution approving the South Central Pump Station as the location of the Newton Animal Control Facility

Summary:

Approval location of the Newton Animal Control Facility

Financial Impact:

Total project not to exceed \$150,000

Report Number: 2025-27

Date:

March 17, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

In September 2024, the City received notice from Parkview Animal Hospital that the animal housing agreement would be dissolved effective October 15, 2024. The City is required per City Code to provide animal control services and all options were considered upon notice. The City Council approved the purchase of a modular kennel facility to bring animal control and housing in-house within the Police Department's Code Enforcement Division. The total project cost was budgeted at an amount not to exceed \$150,000. The modular kennel facility was delivered in November 2024 and has not been operational due to delays in approving a location. The kennel cost was \$84,831.

City Council had the opportunity to review 15+ potential sites within or on City property. Due to County zoning rules, the kennel cannot be located anywhere in unincorporated Jasper County. City Council recently approved updates to the zoning ordinance, providing better clarity on where a kennel, such as the proposed, may be located within city limits. After extensive review of potential City-owned sites, the South Central Pump Station was determined to be the most financially feasible and meets and exceeds the requirements of the newly approved zoning ordinance.

The South Central Pump Station is a City-owned waste water pump location that has existing utility infrastructure on-site, making it a lower cost option than other sites surveyed. The total cost for infrastructure install at this site is estimated to be \$53,000. Infrastructure for the site will include, but is not limited to: water, sewer, electric, emergency generator, concrete pad, gravel driveway, propane tank and gas line, fencing and the cost to move the kennel from the water distribution plant to this site. A temporary kennel system for in-town use and a storage shed for the site are on order at an additional cost of \$7,070. The total project cost as proposed is estimated at \$147,218, leaving \$2,782 for unforeseen project expenses.

Upon publication of the updated zoning ordinance and approval of this resolution, City staff will coordinate with contractors to begin work to install the infrastructure and building, weather permitting. The target date for animal control housing operations to begin is June - July 2025.

Recommendation:

Staff recommends approval of this resolution

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING THE SOUTH CENTRAL PUMP STATION AS THE
LOCATION OF THE NEWTON ANIMAL CONTROL FACILITY**

WHEREAS, the City was notified in September, 2024 that Parkview Animal Hospital requested to dissolve the animal housing agreement effective October 15, 2024; and

WHEREAS, the City is required to provide animal control services per City Code; and

WHEREAS, the City purchased a modular commercial kennel from Backyard Escapes of Pocomoke City, MD at a cost of \$84,831, with a total project cost not to exceed \$150,000; and

WHEREAS, the City has examined 15+ potential locations for the animal control facility and City Council has formally considered two of those locations without approval; and

WHEREAS, all locations had some challenges that would make it difficult or not cost effective to locate the facility on those sites; and

WHEREAS, based on City Council feedback, City staff believes the amended location of the South Central Pump Station is the most viable option; and

WHEREAS, the City of Newton owns the aforementioned property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the location of the South Central Pump Station for the future site of the Newton Animal Control Facility.

PASSED this _____ day of March, 2025.

APPROVED this _____ day of March, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the location of the Fire/Police Storage Facility

Summary:

This resolution is to approve the site of the Fire/Police Storage Facility

Financial Impact:

There is no cost associated with the selection of this site.

Report Number: 2025-275**Date:**

March 17, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

Both the Fire and Police Departments had storage areas they were forced to vacate.

The Fire Department had an indoor storage area at the current Water Works Operations building at 500 W 7th St N. Fire stored the reserve ambulance, hazardous materials mitigation supplies, hazardous materials response trailer, and other equipment inside the facility. In 2023, Water Works Operations purchased a vacuum truck that requires climate-controlled storage and the equipment stored there was moved out. We have been short our reserve ambulance since January of 2023 when we had a fire in one of our front-line ambulances. The Fire Department utilizes the parking lot at the fire station for various activities and training. The front apron of the new building could be used to complete this training and would eliminate closing of a public parking lot on days that we train in the current location. We will be receiving our replacement ambulance in April of this year and currently do not have space to store the reserve inside. This storage and training space is imperative for the Fire Department to conduct operations.

The Police Department's garage was demolished in 2021 to make room for a large City Hall parking lot and to extend an area for Fire Department vehicles to enter and exit their facility to improve safety. The Police Department has been without a storage facility since that time, which has created a situation where there has not been a location to securely store large pieces of evidence, no place to store emergency response vehicles (ie. armored rescue vehicle and motorcycle) in a City-owned climate-controlled facility, and no place to store oversized equipment or chemical munitions outside of the current Police Department facility. Finally, the City needs a location (outside of the current City Hall facility) to temporarily store evidence that may be considered a fire or health/safety risk. These items require certain types of containment and ventilation, which the City Hall complex currently does not provide and it would not be safe or cost-effective to make it compliant.



Recommendation:

City Staff recommends Council approve the location presented, 500 West 7th Street North (See attached location map), by the Fire and Police Departments for the construction of a new storage facility.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION APPROVING THE LOCATION OF THE FIRE/POLICE STORAGE
FACILITY AT 500 W 7TH STREET NORTH**

WHEREAS, the Fire and Police Departments have needs for storage for larger items that do not fit in currently occupied buildings; and

WHEREAS, the previous locations where these items were stored have been torn down or were forced to vacate; and

WHEREAS, this storage building could also serve for informal indoor and outdoor training space by both departments; and

WHEREAS, this site is located close to both police and fire departments allowing for better access and control.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the site location and selection at 500 W 7th Street North is approved.

PASSED this _____ day of March 2025.

APPROVED this _____ day of March 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Figure 1

City of Newton Council Report

**Item:**

Closed Session under Iowa Code Section 21.5.1.j, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property . The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed

Summary:**Financial Impact:****Report Number:** 2025-234**Date:**

March 17, 2025

Lead Department:

Administration

Recommendation:**Background:****Recommendation:**