



Newton City Council Agenda

June 16, 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

Presentation

2. Get to Know Newton Community Marketing Update - Mark Neyens and Brandon Bingham, Bing Bang

Citizen Participation

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

Consent Agenda

4. June 2, 2025 Regular City Council Meeting Minutes
5. Certify Fire Captain Promotional List
6. Approve 2025-2026 Cigarette/Tobacco/Nicotine/Vapor License for the following: GMR Marketing, LLC, 3333 Rusty Wallace Dr; Love's Travel Stop #361, 4400 S 22nd Ave E; Murphy USA #6513, 200 Iowa Speedway Dr; Newton Market, 321 1st Ave W; Newton Tobacco & Vape, 309 Iowa Speedway Dr; Raceway 80, 4300 S 22nd Ave E; Shop N Save, 404 S 11th Ave W. Approve 2025-2026 Device Permit for the following: Newton Tobacco & Vape, 309 Iowa Speedway Dr
7. Resolution Reappointing Jeffrey Maki to the Newton Downtown Self-Supported Municipal Improvement District Board for a Term Ending June 30, 2028
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-07)
9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-06)
10. Resolution approving the Fixed Base Operator salary for the Newton Municipal Airport in accordance with the previously approved Airport Management Contract

11. Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2025-2026
12. Resolution Authorizing Fund Transfers in FY 25/26
13. Resolution supporting the CIRTPA application to the Safe Streets For All Grant Program
14. Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2026
15. Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2026
16. Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2026
17. Resolution approving an agreement with the Newton YMCA for Fiscal Year 2026
18. Resolution approving purchase of Parks Zero Turn Mower
19. Resolution awarding contract for the 2025 Agnes Trail Improvement Project.
20. Resolution approving the Service Provider Agreement between Certified Payments and City of Newton for credit card and echeck processing
21. Resolution accepting completion of Roof Repair Project 2025-01 – Water Treatment
22. Resolution authorizing the purchase of a snowplow truck with wing and underbody scraper for the Public Works Department
23. Resolution accepting completion of the Landfill Lower Shop and City Garage Building Roof Rehabilitation Project
24. Resolution approving the rental of traffic control equipment from Iowa Plains Signing, Inc. for the 2025 July 4th Parade
25. Resolution awarding contract for the Demolition Project 2025-02
26. Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)
27. Resolution Approving the Memorandum of Understanding with Jasper County for a Waiver of Liability on the Westwood Clubhouse Project
28. Resolution Setting a Date for Public Hearing on Urban Renewal Plan Amendment for the North Central Urban Renewal Area
29. Resolution Setting a Date for Public Hearing on Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area
30. Resolution Setting a Date for Public Hearing on Urban Renewal Plan Amendment for the East-Mart Economic Development Urban Renewal Area
31. Resolution setting a public hearing on an ordinance establishing Industrial Property Tax Abatement for Parcel Identification Number 0826176015 (1601 North 15th Avenue East)
32. Approve Bills

Public Hearing

33. Public Hearing on a Resolution approving a Purchase and Redevelopment Agreement for 306 East 8th Street South, Newton, Jasper County, Iowa

- The City acquired the dilapidated home at 306 E 8th St S and has contracted for its demolition.
 - After publishing notice, one offer was received from Jeffrey Paul Homes in the amount of \$1,500.00 with the commitment to build a two-story, two-family attached home with a valuation in the \$350,000 range.
34. Resolution approving a Purchase and Redevelopment Agreement for 306 East 8th Street North, Newton, Jasper County, Iowa
35. Public Hearing on a Resolution awarding N.E. Pump Station Improvements Contract to WRH Inc.
- The NE Pump Station, constructed in 1999 to serve the Northeast Service Area with relatively low initial flow rates, was designed as a wet well/dry well type facility with future growth in mind.
 - Recent developments, including Arbor Estates and potential new development in the Industrial Area, have accelerated the need for expanded pumping capacity.
 - In anticipation of this growth, an upgrade to the Pump Station was identified in the 2024-2029 Capital Improvements Plan (CIP). Funding for design and construction was included in the FY25 operating budget.
 - Planned improvements include the removal of the existing grinder and the installation of a higher-capacity unit with advanced control systems. The project also calls for the addition of a third pump, with a variable frequency drive (VFD) and capable of handling flows between 800 and 900 gallons per minute. To support this, associated upgrades will include new piping, electrical infrastructure, and updated control systems.
36. Resolution awarding N.E. Pump Station Improvements contract to WRH Inc.

Ordinance

37. Third Consideration of an Ordinance repealing Ordinance #2443 and amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 54 Waterworks, Section 54.19 Fee Schedule by Adding or Deleting
- In September 2022, the citizens of Newton voted to place the governance of the municipal waterworks under the authority of the Newton City Council. Since that time, city staff and council have worked diligently to increase operational efficiency, improve transparency, and implement a proactive approach to managing the city's water infrastructure.
 - As part of this ongoing effort, the city has begun investing in critical infrastructure upgrades necessary to maintain a safe and reliable water system. Many components of the system have reached or exceeded their intended lifespan, and timely improvements are essential to avoid service disruptions and higher emergency repair costs.

- In addition to the cost of infrastructure improvements, inflation has significantly impacted the cost of chemicals, materials, equipment, and labor required to operate and maintain the system. These economic pressures have increased the financial demands on the water utility.
- Furthermore, it is important to note that water rates in Newton have not been adjusted in over six years. During this period, operational costs have dramatically risen, while revenues have remained static. To continue providing high-quality service and to maintain financial sustainability, a rate adjustment is now both prudent and necessary.

38. First Consideration of an Ordinance Amending Title 13, Chapter 135 of the Newton Code of Ordinances, "Fireworks"

- Governor Reynolds signed SF303 on May 19, 2025, relating to county and city regulation of consumer fireworks.
- The new Iowa law prohibits county and city governments from prohibiting or limiting consumer fireworks use on July 3, 4, and December 31.
- The proposed ordinance amends the City's fireworks language to comply with SF303.

Resolution

39. Resolution renewing Bing Bang as the agency of record for Marketing & Advertising Agency Services

- Bing Bang has provided Marketing and Advertising Agency Services for the City of Newton for the past year- resulting in new brand awareness, multiple promotional videos, and strategic marketing to drive economic growth in the community.
- It is necessary to renew Bing Bang as the agency of record for Marketing and Advertising Agency Services to continue this work which will include storytelling videos, social reels, website hosting, and so on.

40. Resolution approving the purchase of 209 South 15th Avenue West for the Dangerous and Dilapidated Program

- The subject property is an ideal candidate for the City's D&D Program as it is in very poor condition and is located directly adjacent to property that the City of Newton already owns and improves the redevelopment footprint.
- David Curtis, owner of 209 South 15th Avenue West has agreed to sell the property to the City for \$19,900.00. This acquisition price is 41.2% of the net assessed value.

41. Resolution Approving Support from the City of Newton to Des Moines Area Community College for the Community Attraction & Tourism Grant Application for the Legacy Plaza Green Space

- DMACC has requested City support and assistance for the CAT Grant application to support the development of the greenspace at Legacy Plaza.
- This resolution articulates the City's support and provides for \$10,000 of funding from the North Central Urban Renewal Area

42. Resolution awarding the 2025 Digester Coating Project to JC Toland Painting

- The City's Water Pollution Control Plant operates four digester tanks in need of exterior surface rehabilitation. Each tank stands approximately 25 feet tall, with diameters ranging from 24 to 45 feet.
- The tanks are insulated with a painted foam coating, which has deteriorated due to environmental exposure and aging. To extend the service life and improve the aesthetic appearance of these tanks, the application of a white elastomeric roof coating has been identified as a suitable and cost-effective restoration method.
- Based on the quotes received, the lowest responsive and responsible quote was submitted by JC Toland Painting of Des Moines, Iowa.

43. Resolution approving the Fifth Modification of the 1979 Water Purchase Contract with IRUA

- The term of the Fifth Modification of the Water Purchase Contract shall be twenty (20) years ending June 30, 2045.
- The maximum monthly purchase volume shall be 100 MG and the minimum monthly purchase by IRUA shall be 75 MG. Beginning July 1, 2030 IRUA may give the City of Newton three years notice in writing of an election to reduce its minimum monthly purchase to a number of its selection but no lower than 31 MG per month with its maximum purchase to be 35 MG above the new minimum and with a cap of 100 MG per month for the remaining term of the contract.
- Except as expressly modified by this instrument, the provisions of the prior July 9, 1979, Water Purchase Contract and all prior amendments shall remain in full force and effect during the term of this Modification of the Purchase Contract.

44. Resolution approving release and settlement agreement with IRUA

- This Release and Settlement Agreement ("Agreement") is entered into by and between the City of Newton, and the Iowa Regional Utilities Association ("IRUA"), on behalf of themselves and their respective divisions, subsidiaries, parent companies, affiliates, predecessors, successors, assigns, owners, officers, officials, directors, board members, agents, and attorneys.
- The parties previously entered into a Water Purchase Agreement on or about July 9, 1979, and subsequently became involved in

a dispute regarding the means and methods of rate modification under the Contract, which led to litigation in two lawsuits filed in the Iowa District Court for Jasper County. The parties now desire to fully and finally resolve and settle all claims, disputes, and issues related to the lawsuits and the Contract on the terms and conditions set forth in this Agreement.

45. Resolution creating a Public Works Street Laborer Position

- Public Works staff propose adding a Street Laborer position created during the Teamsters Local 120 union negotiations.
- This position was created to fill a need for a full-time staff member who performs semi-skilled and skilled work similar to full-time public works equipment operators but without requiring a commercial driver's license.
- Wages are to be paid from the traffic control, snow removal, and community beautification budgets, which are all funded from road use tax funds and start at an annual wage of \$48,906 plus benefits

46. Resolution approving an amendment to the Residential Solid Waste and Recycling Agreement

- The solid waste collection and hauling contract, which will go into effect on July 1, 2025, shall be between the hours of 9:00 p.m. the night prior to collection day and noon of the collection day.
- Dodd's Solid Waste and Recycling has requested that the approved contract be amended to allow collection to begin at 7:00 p.m.

47. Resolution adopting the 2025 Newton City Council Rules of Procedure

- Staff received a request to discuss and consider additional amendments to the 2023 Procedural Rules.
- After discussion at the May 19th council meeting, staff is providing an updated redlined version with only a few changes to Rule 8, Rule 15, Rule 16, Rule 22, and Rule 52.
- Council is invited to make a motion to amend the proposed rules prior to adopting the rules as they are presented.

48. Resolution expanding the Downtown Square area food truck premise permit location exemption

- Current ordinances do not allow the parking of mobile food units in the public right of way.
- An exception within the Code of Ordinances allows mobile food vendor units in the Downtown Square area
- This area is contiguous to the approved space and can be adjusted in the Mobile Food Vendor Administrative Manual

Staff Report

49. New State Legislation: Accessory Dwelling Units - Erin Chambers, Community Development Director

Mayor/Council Comments

50. Mayor and Council Comments

Adjourn

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

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
JUNE 2, 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: Mullan, Dalton, Hallam, Simbro, Ervin. Absent: Mills.

Presentation

2. Holmes Murphy, Benefits Broker - Joe Langel

The average claims and admin cost is \$987.11, which is 67.0% of the accrual rate. For the renewal, the total maximum annual cost increase would be 3.11% in admin cost. Two years ago, the city went to self-funded. The first year there was a \$709,425 savings compared to fully funded. So far this second year we are at a \$643,000 savings.

Citizen Participation

3. Bill Peters, on behalf of the Newton Cardinals, wanted to let everyone know about everything that will be going on for Newton Fest and the Alumni Weekend. The All-Class Reunion at Legacy Plaza is June 13th. On Saturday morning there will be the Cardinal breakfast and the Hall of Fame presentation. As well as a golf tournament that raises money for scholarships. Saturday night are the individual class reunions. Bruce Schowalter, NHDC announced an open house in Arbor Estate on Thursday to tour the new houses. Sierra White, 602 E 2nd St S, with the Backyard chicken friends, spoke in favor of allowing urban chickens. John Moore, wanted to bring attention to the fact that AccuJet was supposed to cover the cost of a sewer backup in his basement due to a warranty issue in the service lining project, but they have failed to follow through yet.

Consent Agenda

Moved by Dalton, seconded by Hallam to approve consent agenda items 4-23. AYES: Five. NAYS: None. Consent Agenda was adopted.

4. May 19, 2025 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Wal-Mart Supercenter #748 - LE0000974, 300 Iowa Speedway Dr, Class E Retail Alcohol License renewal
6. Approve 2025-2026 Cigarette/Tobacco/Nicotine/Vapor License for the following: Dollar General Store #3032, 1803 1st Ave E; Kwik Star 1001, 1910 1st Ave E; Newton 66 #963, 1806 S 12th Ave W; Pit Stop Liquors, 1324 1st Ave E; Tobacco Vape & E-Cig, 1126 1st Ave E; Walgreens #05942, 1204 1st Ave E; West End #961, 1325 1st Ave W
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-06)
Resolution 2025-208 adopted.
8. Resolution accepting change order #1 and completion of the Outdoor Warning Sirens Retro project.
Resolution 2025-209 adopted.
9. Resolution Approving a Property Tax Rebate for the Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2025-210 adopted.
10. Resolution Approving a Property Tax Rebate for the Hotel Maytag Investors, LLC Property Located Within the North Central Urban Renewal Area
Resolution 2025-211 adopted.
11. Resolution Approving a Property Tax Rebate for the Nehring Auto Property Located at 1800 1st Ave E Within the 1st Avenue East Urban Renewal Area
Resolution 2025-212 adopted.
12. Resolution Approving a Property Tax Rebate for the Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2025-213 adopted.

13. Resolution authorizing the City of Newton Fire Department to enter into the Jasper County EMS Affiliation Agreement
Resolution 2025-214 adopted.
14. Resolution authorizing the purchase of a ½ Ton 4WD Crew Cab pickup for Water Pollution Control
Resolution 2025-215 adopted.
15. Resolution awarding contract for the 2025 – Landfill Concrete Rubble Crushing Project
Resolution 2025-216 adopted.
16. Resolution approving change order #1 for the 1st Ave (Highway 6) Signal Improvement Project
Resolution 2025-217 adopted.
17. Resolution approving a Telecommunications Licensing Agreement with Mahaska Communication Group (MCG) – 2025-01
Resolution 2025-218 adopted.
18. Resolution approving the revised quote for purchasing a vacuum street sweeper for the Public Works Department
Resolution 2025-219 adopted.
19. Resolution approving a renewal of a 3-year Professional Services Agreement with Schneider Geospatial for the City of Newton's GIS needs
Resolution 2025-220 adopted.
20. Resolution consenting to Ahlers & Cooney, P.C.'s representation of Jasper County with respect to the Jasper County Rail Park Development Project
Resolution 2025-221 adopted.
21. Resolution approving the private sale and transfer of ownership of 615 South Fourth Avenue East, a property formerly owned by the City of Newton through the Dangerous and Dilapidated program
Resolution 2025-222 adopted.
22. Resolution directing the Planning and Zoning Commission to review the zoning ordinance with regards to the matter of urban chickens
Resolution 2025-223 adopted.

23. Approve Bills

Public Hearing

24. Public Hearing on a Resolution awarding contract for the 2025 Aurora Park Tennis Courts Lighting Project
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Mullan, seconded by Hallam to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed.
25. Resolution awarding contract for the 2025 Aurora Park Tennis Courts Lighting Project
Moved by Ervin, seconded by Dalton to adopt the Resolution. AYES: Five. NAYS: None. Resolution 2025-224 adopted.
26. Public Hearing on a Resolution awarding contract for the 2025 Aurora Park Tennis Courts Project
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Hallam, seconded by Mullan to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed.
27. Resolution awarding contract for the 2025 Aurora Park Tennis Courts Project
Moved by Dalton, seconded by Ervin to adopt the Resolution. AYES: Five. NAYS: None. Resolution 2025-225 adopted.
28. Public Hearing on a resolution adopting the FY26 through FY30 Capital Improvement Plan (CIP)
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Hallam, seconded by Simbro to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed.
29. Resolution adopting the FY26 through FY30 Capital Improvement Plan (CIP)
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Five. NAYS: None. Resolution 2025-226 adopted.

Ordinance

30. Third Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title III: Administration, Chapter 30: Mayor and Council
Moved by Ervin, seconded by Hallam to approve the third consideration of the

Ordinance. AYES: Five. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Ervin, seconded by Mullan, to adopt the Ordinance. AYES: Five. NAYS: None. Ordinance 2467 was adopted.

31. Third Consideration of an Ordinance Establishing Partial Tax Exemption for Industrial Property
Moved by Dalton, seconded by Hallam to approve the third consideration of the Ordinance. AYES: Five. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Mullan, seconded by Ervin, to adopt the Ordinance. AYES: Five. NAYS: None. Ordinance 2468 was adopted.
32. Second Reading Ordinance repealing Ordinance #2443 and amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 54 Waterworks, Section 54.19 Fee Schedule by Adding or Deleting
Moved by Simbro, seconded by Dalton to approve the second consideration of the Ordinance. AYES: Five. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

33. Resolution approving the Westwood Clubhouse Facility Rental Policy and Adding Westwood Clubhouse Facility Rental Fee to the City of Newton Comprehensive Fee Schedule
Moved by Hallam, seconded by Mullan to adopt the Resolution. AYES: Five. NAYS: None. Resolution 2025-227 adopted.
34. Resolution approving the granting of Downtown Improvement Grant funds for 104 1st St N, Newton, Iowa in the Signage and Awning Program Areas
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Five. NAYS: None. Resolution 2025-228 adopted.
35. Resolution adopting the 2025 Newton City Council Rules of Procedure
Moved by Hallam, seconded by Ervin to adopt the Resolution. Moved by Dalton, seconded by Ervin to postpone the resolution until all council members are present. AYES: Five. NAYS: None. the amendment to postpone passed.
36. Resolution approving a low-moderate income housing set-aside grant for 312 North 8th Avenue East, Newton
Moved by Hallam, seconded by Ervin to adopt the Resolution. Doris Cude, 312 N 8th Ave E, spoke about the issues in her basement and appreciated the program. AYES: Five. NAYS: None. Resolution 2025-229 adopted.
37. Resolution approving a low-moderate income housing set-aside grant for 1133 Monroe Drive, Newton
Moved by Ervin, seconded by Mullan to adopt the Resolution. Gina Robenson, owner, spoke about the restoration she has done on this historic AYES: Five. NAYS: None. Resolution 2025-230 adopted.
38. Resolution supporting the submission of an Iowa Economic Development Authority (IEDA) Application to the Workforce Housing Tax Credit Program by Front Porch Development, Inc.
Moved by Mullan, seconded by Hallam to adopt the Resolution. The Front Porch developer spoke regarding two houses they are working on and will present a larger project for next year. These two houses will be 2 bedrooms with a full basement that could accommodate 2 additional bedrooms. AYES: Five. NAYS: None. Resolution 2025-231 adopted.

Staff Report

39. Joe Grife, Public Works Staffing Report
Introduced a proposal to add one additional full-time employee to Public Works. This would be an entry-level Street Laborer position without the need for a CDL. This would allow them to train and work their way up. The current part-time employee that does this work would be offered the position and move from 30 hours per week to 40 hours per week to be paid from road use tax.
40. Katrina Davis, Administrative Services Manager
Davis presented FY24-25 projects, including various changes and updates that resulted in substantial savings. The Administration Department is also recruiting for an IT Support Specialist.

Mayor/Council Comments

41. Mayor and Council Comments
Hallam attended My Fair Lady at the Newton Community Theatre and it was fantastic. Newton Fest and the Alumni Weekend. There will be four members inducted into the

Hall of Fame. Mullan attended the Employee Recognition Committee. Mayor George indicated that the Library has kicked off the summer reading program; The Farmers Market will take place tomorrow night, and Yoga at Maytag on Tuesday evening, Wednesday Senior Walks, Arbor Estates Open House on Thursday and then Music at the Bowl, and a Splash Pad ribbon cutting on Friday at noon.

Adjourn

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

Katrina Davis, City Clerk

Evelyn George, Mayor



**City of Newton Civil Service Commission
Fire Captain Candidate List**

We the undersigned members of the City of Newton Civil Service Commission hereby certify the following list of candidates for the purpose of filling vacancies within the City of Newton Fire Department. The following list of candidates is listed alphabetically by last name and shall expire two (2) years from the date of certification, or upon exhaustion.

Fire Captain Candidates

Trent Baker
David Beck
Michael Browning
Kyle Esrey
Andrew Owen
Andrew Reed
Kyle Taylor

Date: June 16, 2025

Signed:

David Zellinger

Gary Johnson

Teresa Ray

Witness by:

Katrina Davis
City Clerk

Date:

City of Newton Council Report

**Item:**

Resolution Reappointing Jeffrey Maki to the Newton Downtown Self-Supported Municipal Improvement District Board for a Term Ending June 30, 2028

Summary:

Jeffrey Maki's most recent three-year SSMID board term is due to expire on June 30, 2025. With Mr. Maki's consent, Mayor George has re-appointed him to another three-year term that expires on June 30, 2028, subject to Council approval.

Financial Impact:

None.

Report Number: 2025-720

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Newton's Self-Supported Municipal Improvement District (SSMID) is an area of the downtown core that includes the Courthouse Square and a few blocks north, south, east and west of the Square. SSMID's purpose is to make improvements and maintain the curb appeal within the district, which is funded by a self-imposed tax of \$1.50 per thousand of assessed property values, authorized by the property owners in the district.

SSMID is governed by a five-member board, appointed by the Mayor and approved by City Council, all of which must be district property owners or their representatives. District property owner Jeffrey Maki has served three terms on the SSMID board, beginning in August 2017, and his most recent term is due to expire on June 30, 2025. Mr. Maki has agreed to serve another three-year term through June 30, 2028, and Mayor Evelyn George has re-appointed him, subject to Council approval.

Recommendation:

Staff recommends approval of this Resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

RESOLUTION REAPPOINTING JEFFREY MAKI TO THE NEWTON DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT BOARD FOR A TERM ENDING JUNE 30, 2028.

WHEREAS, Jeffrey Maki, Clemon-Maki Insurance, 220 1st Avenue W, currently serves on the Newton Downtown Self-Supported Municipal Improvement District Board, and his term expires on June 30, 2025, and

WHEREAS, Jeffrey Maki 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 Jeffrey Maki is hereby reappointed to the Newton Downtown Self-Supported Municipal Improvement District Board for a three-year term expiring June 30, 2028.

PASSED this 16th day of June, 2025

APPROVED this _____ day of June, 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. 25-07)

Summary:

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

Financial Impact:

Cost Recovery: \$2,250.00

Report Number: 2025-708

Date:

June 16, 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. 25-07)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 25-07: 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 25-07: 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 25-07: 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 25-07: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-07: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Abe Property Solutions LLC	833277005	527 1st Ave W	Newton	\$233,190	\$100.00	\$150.00	\$250.00	WOODROW'S SD LOT 1 BLK 1	5/1/2025
Devani Dearmond	834436004	1002 S 8th Ave E	Newton	\$227,650	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 7 BLK 10	5/5/2025
Frankie Homes LLC	835405011	522 E 21st St S	Newton	\$92,740	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 23 BLK D	5/5/2025
Robin Maddison	834303020	525 W 2nd St S	Newton	\$173,550	\$100.00	\$150.00	\$250.00	STONE'S ADD LOT E	5/5/2025
MVP Homes Inc	833206003	1116 1st Ave W	Newton	\$57,310	\$100.00	\$150.00	\$250.00	EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE	5/1/2025
Linda Rice	835402011	514 E 20th St S	Newton	\$157,750	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 11 BLK E	5/5/2025
Betty Snodgrass	833104014	1600 1st Ave W	Newton	\$42,740	\$100.00	\$150.00	\$250.00	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	5/8/2025
Solid Capital LLC	833276002	718 S 2nd Ave W	Newton	\$102,990	\$100.00	\$150.00	\$250.00	WEST NEWTON LOT 5 BLK B & 16.5' ALLEY ADJ ON N	5/8/2025
Jacqueline Wert	833282017	611 S 3rd Ave W	Newton	\$147,930	\$100.00	\$150.00	\$250.00	WEST NEWTON N 200.5' LOT 19 BLK C	5/8/2025
TOTAL:							\$2,250.00		

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-06)

Summary:

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

Financial Impact:

Cost Recovery: \$1,164.00

Report Number: 2025-707

Date:

June 16, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$1,164.00.

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

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-06).

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 25-06)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner’s failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 25-06 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 25-06, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on July 2, 2025, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-06: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Anthony Vieth	834183001	202 E 4th St S	Newton	\$120,290	\$214.00	\$150.00	\$364.00	ORIGINAL PLAT LOT 5 OUTLOT 22	3/31/2025
Erick Fuerte	834204021	731 N 4th Ave E	Newton	\$99,960	\$100.00	\$150.00	\$250.00	EAST ADD LOT 10 BLK D EX PARCEL A	4/28/2025
Betty Snodgrass	833104014	1600 1st Ave W	Newton	\$42,740	\$100.00	\$150.00	\$250.00	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	4/28/2025
York Properties of Monroe Co	835177004	1803 1st Ave E	Newton	\$1,153,680	\$150.00	\$150.00	\$300.00	ITTER'S SD 35-80-19 LOT 5	4/29/2025
TOTAL:							\$1,164.00		

City of Newton Council Report

**Item:**

Resolution approving the Fixed Base Operator salary for the Newton Municipal Airport in accordance with the previously approved Airport Management Contract

Summary:

Approving the July 1st FBO salary in accordance with the previously approved contract.

Financial Impact:

3% increase for FY 25-26 over FY24-25

Report Number: 2025-630

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Resolution 2019-113 approved the Fixed Base Operator Lease & Fuel Fee Agreement with Johnson Aviation Inc. As part of that agreement, annual salary increases for the FBO are stipulated as follows: The greater of 2% or CPI-U (Consumer Price Index-Urban). CPI-U for 2025 is 3%.

This resolution approves the salary increase of 3% for Johnson Aviation, Inc. The monthly salary beginning July 1, 2025 will be \$3,743.66.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025- _____

RESOLUTION APPROVING THE FIXED BASE OPERATOR SALARY FOR THE
NEWTON MUNICIPAL AIRPORT IN ACCORDANCE WITH THE PREVIOUSLY
APPROVED AIRPORT MANAGEMENT CONTRACT

WHEREAS, by Resolution2019-113 the FBO Lease and Fuel Fee Agreement
with Johnson Aviation, Inc. was approved; and

WHEREAS, per the terms of the agreement the FBO salary annual adjustment is
based upon the greater of the Consumer Price Index-Urban (CPI-U) or 2.0%, whichever
is greater; and

WHEREAS, CPI-U for 2025 is 3%;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Newton, Iowa, that the Fixed Base Operator Monthly Salary paid to Johnson Aviation,
Inc. is adjusted by 3% to \$3,743.66 beginning July 1, 2025.

PASSED ____ day of June, 2025

APPROVED ____ day of June, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2025-2026

Summary:

This Resolution formally allocates the Local Option tax revenues per the adopted 2025-26 budget.

Financial Impact:

Appropriates approximately \$2,250,000 per the adopted 2025-26 budget

Report Number: 2025-645

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

The voters of the City of Newton instituted a one-cent Local Option Sales and Service Tax in 2006. The approval language on the ballot required that at least 35% of the tax collections be utilized for property tax relief. The remainder of the taxes could be used for any other governmental purpose.

The City has budgeted to satisfy the property tax relief requirement by transferring 35% of the sales tax revenues directly to the City's Employee Benefits fund. For the 2025-26 fiscal year, \$787,500 of the budgeted \$2,250,000 in local option sales tax has been applied to the employee benefits fund. This "buys down" the City's tax levy by over \$1.43 per \$1,000 of taxable valuation.

In addition to property tax relief, when the Local Option Sales and Service Tax was originally passed, it was made clear that an acceptable use of those funds would be to assist local community organizations. Through its budgeting process for the 2025-26 fiscal year, the City Council received requests from several community agencies for funding. The following amounts were approved in the adopted budget:

Heart of Iowa Regional Transit Agency	\$ 35,251
Newton YMCA	\$ 18,000
Retired Senior Volunteer Program	\$ 5,000
United Way of Jasper County	\$ 15,000

The remainder of the Local Option Sales and Services Tax revenues would go to the City's General Fund. In order to satisfy the requirements of the City's auditors, these funds are to be specified for a particular use, not just remain as general revenues. To that end, the City's adopted 2025-26 budget splits these funds between salaries for the Police, Fire, and Parks departments.

The attached Resolution officially appropriates the Local Option Sales and Service Tax funding for the 2025-2026 fiscal year.

Recommendation:

Staff recommends approval of the attached Resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING ALLOCATION OF LOCAL OPTION SALES AND SERVICE TAXES FOR FISCAL YEAR 2025-26

WHEREAS, the voters of the City of Newton have instituted a one-cent Local Option Sales and Service Tax, with a requirement that at least 35% of the tax collections go directly toward property tax relief; and

WHEREAS, the City Council has budgeted for fiscal year 2025-26 certain allocations of anticipated Local Option Sales and Service Tax revenues; and

WHEREAS, the City Council determines the appropriations are legal and that a public purpose will reasonably be accomplished by the allocation of these funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Local Option Sales and Service Taxes be allocated as follows and paid in half-year installments during fiscal year 2025-26:

Entity	Allocation
City of Newton Employee Benefits Fund	35% of all Local Option Tax revenues
Heart of Iowa Regional Transit Agency	\$ 35,251
Newton YMCA	\$ 18,000
Retired Senior Volunteer Program	\$ 5,000
United Way of Jasper County	\$ 15,000
City of Newton General Fund towards Salaries of Police, Fire, and Parks employees	Remainder of all Local Option Sales and Service Tax revenues after above distributions

; and

BE IT FURTHER RESOLVED the above allocation shall remain in effect for City of Newton’s fiscal year 2025-26 unless subsequently modified by City Council.

PASSED this 16th day of June, 2025

APPROVED this _____ day of June, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Authorizing Fund Transfers in FY 25/26

Summary:

This Action Approves Fund Transfers in FY 25/26

Financial Impact:

This resolution authorized transfers between City of Newton Funds as approved in the FY26 budget

Report Number: 2025-651

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

Iowa Code section 384.15 was amended in April of 2019 and requires all transfers between City funds to be approved by a Council resolution.

In order to meet the requirements of this amendment, the Council must approve a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred.

During the FY26 budget process and budget adoption, the following transfers were approved:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	General Fund	Reimburse General Fund for Services	76,117
East Mart TIF	Cap Improvements	Reimburse for Capital Improvements	100,000
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	436,047
Road Use Tax	General Fund	Reimburse General Fund for Services	10,737
Cardinal Ridge TIF	Housing Initiative	Reimburse Housing Initiative for Infrastructure	38,783
Landfill	General Fund	Reimburse General Fund for Services	210,542
Insurance Fund	Employee Benefits	Self Insurance excess to Employee Benefits	500,000

LOST Fund	Employee Benefits	35% of Local Option Tax Receipts - Property Tax Relief	787,500
WPC Fund	General Fund	Reimburse General Fund for Services	204,290
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	181,737
N Central TIF	Debt Service	Principal & Interest Payments	796,673
1 st Ave E TIF	Debt Service	Principal & Interest Payments	10,008
1 st Ave E TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
1 st Ave E TIF	General Fund	Reimburse General fund for Services	85,741
1 st Ave E TIF	Cap Improvements	Reimburse for Capital Improvements	127,037
Speedway/PF TIF	Debt Service	Principal & Interest Payments	30,804
Storm Water	General Fund	Reimburse General fund for Services	10,542
Water Fund	General Fund	Reimburse General fund for Services	104,290

2025A transfers to Debt Service from 3 funds were not known during the budget process and as of May 7, 2025 the final payment schedules have been received by the City and are listed below for FY26:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
N Central TIF	Debt Service	Principal & Interest 2025A Bond	36,707
1 st Ave E TIF	Debt Service	Principal & Interest 2025A Bond	52,894
Water Fund	Debt Service	Principal & Interest 2025A Bond	96,214

Recommendation:

Staff recommends approving the budgeted transfers between funds for fiscal year 2025/26.



Matt Muckler, City Administrator

RESOLUTION NO. 2025– _____

RESOLUTION AUTHORIZING FUND TRANSFERS IN FY 25/26

WHEREAS, Iowa Code section 384.15 was amended in April of 2019; and

WHEREAS, this amendment requires all cities in Iowa to approve by resolution all transfer amounts between funds; and

WHEREAS, this resolution must include a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred; and

WHEREAS, the budgeted FY25/26 not to exceed transfers are as follows:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	General Fund	Reimburse General Fund for Services	76,117
East Mart TIF	Cap Improvements	Reimburse for Capital Improvements	100,000
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	436,047
Road Use Tax	General Fund	Reimburse General Fund for Engineering Services	10,737
Cardinal Ridge TIF	Housing Initiative	Reimburse Housing Initiative for Infrastructure	38,783
Landfill	General Fund	Reimburse General Fund for Services	210,542
Insurance Fund	Employee Benefits	Self Insurance excess to Employee Benefits	500,000
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts - Property Tax Relief	787,500
WPC Fund	General Fund	Reimburse General Fund for Services	204,290
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	181,737
N Central TIF	Debt Service	Principal & Interest Payments	796,673
1 st Ave E TIF	Debt Service	Principal & Interest Payments	10,008
1 st Ave E TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
1 st Ave E TIF	General Fund	Reimburse General fund for Services	85,741
1 st Ave E TIF	Cap Improvements	Reimburse for Capital Improvements	127,037
Speedway/PF TIF	Debt Service	Principal & Interest Payments	30,804
Stormwater Fund	General Fund	Reimburse General Fund for Services	10,542
Water Fund	General Fund	Reimburse General fund for Services	104,290

NOW THEREFORE, BE IT RESOLVED that the budgeted fund transfers for FY25/26 be approved.

NOW THEREFORE, BE IT FURTHER RESOLVED that the 2025A transfers to Debt Service from 3 funds were not known during the budget process and as of May 7, 2025 the final payment schedules have been received by the City and are listed below for FY26:

N Central TIF	Debt Service	Principal & Interest 2025A Bond	36,707
1 st Ave E TIF	Debt Service	Principal & Interest 2025A Bond	52,894
Water Fund	Debt Service	Principal & Interest 2025A Bond	96,214

NOW THEREFORE, BE IT RESOLVED that the 2025A fund transfers to Debt Service for FY25/26 be approved.

PASSED this 16th day of June, 2025

APPROVED this _____ day of June, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution supporting the CIRTPA application to the Safe Streets For All Grant Program

Summary:

Support the submission of an application for a Safe Streets For All grant from the US Department of Transportation

Financial Impact:

None at this time. Future local match funds would come from federal funds and road use tax funds

Report Number: 2025-718**Date:**

June 16, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The U.S. Department of Transportation has established the Safe Streets and Roads for All (SS4A) discretionary grant program to fund initiatives that significantly reduce or eliminate roadway fatalities and serious injuries. Central Iowa Regional Transportation Planning Alliance (CIRTPA), which the City of Newton is a member of, recognizes the critical need to address traffic-related deaths and serious injuries in a proactive and collaborative manner, consistent with the principles of Vision Zero and the National Roadway Safety Strategy outlined in the recently adopted Comprehensive Safety Action Plan.

CIRTPA, in coordination with its member governments, developed and approved a SS4A-compliant Comprehensive Safety Action Plan on May 15, making the cities in CIRTPA's Planning Area eligible for SS4A implementation grants starting with the FY2025 round of SS4A. This council action shows that the City of Newton supports the submission of the multijurisdictional application to the U.S. Department of Transportation's SS4A grant program, and authorizes the Public Works Director to participate in the application process and to take any necessary actions in support of the joint effort, including execution of Memoranda of Understanding, cost-sharing agreements, or other related documents.

A local financial match of no less than 20 percent (estimated to be approximately \$980,900) would be paid from available federal aid and road use tax funds for the proposed projects that have been deemed eligible for the grant funds. The projects include: Intersection improvements at E 12th St & 1st Ave E (Hwy 6); the construction of sidewalks between N 3rd Ave E and N 11th Ave E along E 12th St N; S 12th Ave W & Hwy 14 intersection and corridor improvements; and Iowa Speedway Dr. & 1st Ave E (Hwy 6) Sidewalk Improvements. Should the application be approved, future council actions will be required before any funds are spent.

Recommendation:

Staff recommends approval of the resolution of support for the application to the Safe Streets For All grant program

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION SUPPORTING THE CIRPTA APPLICATION TO THE
SAFE STREETS FOR ALL GRANT PROGRAM**

WHEREAS, the U.S. Department of Transportation has established the Safe Streets and Roads for All (SS4A) discretionary grant program to fund initiatives that significantly reduce or eliminate roadway fatalities and serious injuries; and

WHEREAS, the Central Iowa Regional Transportation Planning Alliance (CIRTPA) recognizes the critical need to address traffic-related deaths and serious injuries in a proactive and collaborative manner, consistent with the principles of Vision Zero and the National Roadway Safety Strategy outlined in the recently adopted Comprehensive Safety Action Plan; and

WHEREAS, having a compliant Comprehensive Safety Action Plan is a required prerequisite for application of an implementation grant under the SS4A; and

WHEREAS, the CIRTPA, in coordination with its member governments, developed and approved a SS4A-compliant Comprehensive Safety Action Plan on May 15, making the cities in CIRTPA's Planning Area eligible for SS4A implementation grants starting with the FY2025 round of SS4A; and

WHEREAS, the CIRTPA Comprehensive Safety Action Plan identifies a high-risk injury roadway network and project needs, including the project(s) under the City of Newton's responsibility; and

WHEREAS, participation in this multijurisdictional SS4A grant application does not preclude the City from independently pursuing additional funding or safety-related initiatives; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Newton supports the submission of the multijurisdictional application to the U.S. Department of Transportation's SS4A grant program, and authorizes the Public Works Director to participate in the application process and to take any necessary actions in support of the joint effort, including execution of Memoranda of Understanding, cost-sharing agreements, or other related documents; and

BE IT FURTHER RESOLVED, that the City of Newton commits to providing a local financial match of no less than 20 percent (as required) of the cost for the E 12th St & 1st Ave E (Hwy 6); E 12th St N Sidewalks; S 12th Ave W & Hwy 14 intersection and corridor; Iowa Speedway Dr. & 1st Ave E (Hwy 6) Sidewalk Improvements Projects in Attachment A contingent upon award of grant funds under the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program; and

BE IT FURTHER RESOLVED, that the local match shall be provided from available federal aid and road use tax funds and will be included in the appropriate fiscal year budget for the project duration; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Newton is hereby authorized to include this financial commitment in the grant application and to execute all necessary documents to fulfill this obligation if the grant is awarded.

BE IT FURTHER RESOLVED, that the City of Newton commits to completing the E 12th St & 1st Ave E (Hwy 6); E 12th St N Sidewalks; S 12th Ave W & Hwy 14 intersection and corridor; Iowa Speedway Dr. & 1st Ave E (Hwy 6) Sidewalk Improvements Projects within 5 years of the grant agreement execution for SS4A funds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2026

Summary:

Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2026

Financial Impact:

\$5,000 in FY26 as Budgeted from Local Option Sales Tax Funds

Report Number: 2025-689**Date:**

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the Retired & Senior Volunteer Program of Jasper County outlines what services are expected in FY26 for the City's contribution of \$5,000 of Local Option Tax funds. The contract also requires the Retired & Senior Volunteer Program of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2026.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE RETIRED & SENIOR VOLUNTEER PROGRAM
FOR JASPER COUNTY FOR FISCAL YEAR 2026**

WHEREAS, the City of Newton (City) wishes to provide funding to the Retired & Senior Volunteer Program for Jasper County in Fiscal Year 2026; and

WHEREAS, during the FY26 budget process, the city council allocated \$5,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires Retired & Senior Volunteer Program of Jasper County to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2025 with Retired & Senior Volunteer Program for Jasper County is hereby approved.

PASSED this 16th day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the _____ day of June, 2025, between the City of Newton, IA (Funder) and the Retired and Senior Volunteer Program (RSVP) of Jasper County (Sponsored by Jasper County Agricultural Extension District: DBA- Iowa State University Extension & Outreach, Jasper County). An Iowa not-for-profit agency located at 550 N 2nd Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes the HEART Literacy program in Newton's elementary schools, the Tax Assistance Program, the Jasper County Ride Medical Transportation program; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2025, through June 30, 2026:

- A. Tax assistance for members of the community who cannot pay for professional tax consultants and would have difficulty filing their own returns.
- B. Provide transportation services to elderly, low-income, disabled, and veterans to vital appointments such as doctor visits and treatments for chronic diseases.
- C. Additional Community Priority needs identified by the RSVP Program, and other services as needed.
- D. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$5,000 by July 15, 2025.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.
7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.
8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

Retired & Senior Volunteer Program of Jasper County

Evelyn George, Mayor

Ann Leonard

Ann Leonard
Council Chairperson
ISU Extension &
Outreach, Jasper
County
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2026

Summary:

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2026

Financial Impact:

\$15,000 in FY26 as Budgeted from Local Option Sales Tax Funds

Report Number: 2025-646

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the United Way of Jasper County outlines what services are expected in FY26 for the City's contribution of \$15,000 of Local Option Tax funds. The contract also requires the United Way of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the United Way of Jasper County for Fiscal Year 2026.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE UNITED WAY OF JASPER COUNTY FOR
FISCAL YEAR 2026**

WHEREAS, the City of Newton (City) wishes to provide funding to the United Way of Jasper County in Fiscal Year 2026; and

WHEREAS, during the FY26 budget process, the city council allocated \$15,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires the United Way to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2026 with the United Way of Jasper County is hereby approved.

PASSED this 16th day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the _____ day of _____, 2025, between the City of Newton, IA (Funder) and United Way of Jasper County, an Iowa not-for-profit agency located at 312 1st Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes health and human service programming; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2025, through June 30, 2026:

- A. Funding health and human service programs serving only Jasper County residents through a grant process;
- B. Ensuring funds received are distributed to programs meeting United Way guidelines, meet measurable objectives, and are distributed responsibly;
- C. Serve as a supporting agency in the wake of an emergency in the community;
- D. Additional Community Priority needs identified by United Way of Jasper County, and other services as needed;
- E. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$7,500 by July 15, 2025 and \$7,500 by January 15, 2026.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.

7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.

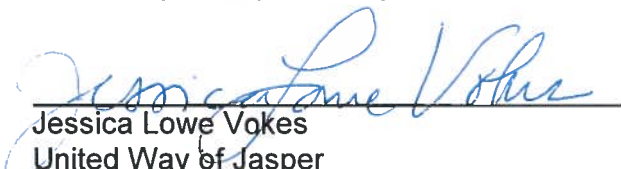
8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

United Way of Jasper County

Evelyn George, Mayor



Jessica Lowe Vokes
United Way of Jasper
County Executive
Director
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2026

Summary:

Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2026

Financial Impact:

\$35,251 in FY26 as Budgeted from Local Option Sales Tax Funds

Report Number: 2025-648

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with Heart of Iowa Regional Transit Agency outlines what services are expected in FY26 for the City's contribution of \$35,251 of Local Option Tax funds. The contract also requires the of Heart of Iowa Regional Transit Agency to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the Heart of Iowa Regional Transit Agency for Fiscal Year 2026.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH HEART OF IOWA REGIONAL TRANSIT AGENCY
FOR FISCAL YEAR 2026**

WHEREAS, the City of Newton (City) wishes to provide funding to Heart of Iowa Regional Transit Agency in Fiscal Year 2026; and

WHEREAS, during the FY26 budget process, the city council allocated \$35,251 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires Heart of Iowa Regional Transit Agency to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2026 with Heart of Iowa Regional Transit Agency is hereby approved.

PASSED this 16th day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

**HEART OF IOWA REGIONAL TRANSIT AGENCY
FUNDING AGREEMENT WITH THE CITY OF NEWTON**

This Agreement is made and entered into by and between the Heart of Iowa Regional Transit Agency, a transit agency formed pursuant to Iowa Code Chapter 28E (“HIRTA”) and Newton, a municipal corporation formed under Iowa law (“City”).

WITNESSETH:

WHEREAS, HIRTA was created for the purpose of providing and promoting transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties; and

WHEREAS, City is located in one of HIRTA’s member counties; and

WHEREAS, the City and HIRTA desire to promote continued economic development within the community, and seek to promote economic development by making transportation services available to individuals who may otherwise not have the ability to travel to and from businesses within the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and HIRTA believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which HIRTA is being assisted, under the terms and conditions set forth herein.

IT IS AGREED AS FOLLOWS:

1. **TERM.** The term of this Agreement shall commence upon execution by both parties and continue through **June 30, 2026**.
2. **REPORTS.** HIRTA agrees to submit an annual report to the City by October 1 of each of the years during the term of this Agreement, commencing July 1, 2025. The annual report shall identify the number of trips provided within the City for **fiscal year 2026**, and an accounting of the expenditures of funds provided by the City pursuant to Section 4 of this Agreement.

- 3. SCOPE OF SERVICES.** The Services to be provided by HIRTA to the City include, but are not limited to:
- a. To identify and assess local and regional public transportation needs and changing conditions and to provide a forum of those changes.
 - b. To provide and promote transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties.
 - c. To solicit, accept and expend funds for the purpose set forth above and as authorized by HIRTA's 28E Agreement.
- 4. FUNDING FOR SERVICES.** In exchange for HIRTA's provision of the services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, the City agrees, subject to HIRTA being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Agreement, to provide HIRTA with funding as follows:
- a. The Contractor shall be paid for the services described above as follows:
\$17,625.50 by July 15, 2025 and \$17,625.50 by January 15, 2026.
- 5. WAIVER OF WARRANTY.** HIRTA warrants and represents only that it will work diligently to perform the services required by this Agreement. HIRTA makes no warranty or representation that the services performed pursuant to this Agreement will produce results desired by the City.
- 6. INDEMNIFICATION AND INSURANCE.** HIRTA shall provide adequate coverage to insure its operations. Further, to the extent permitted by law, HIRTA shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors. To the extent permitted by law, the City shall hold harmless HIRTA and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the performance of this Agreement, except to the extent related to neglect or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
- 7. CONFLICT OF INTEREST.** HIRTA shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use.
- 8. GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.

- 9. REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently livered if made in writing and sent by first class mail or personal service to:

FOR THE CITY

Evelyn George, Mayor
City of Newton
101 W 4 St S
Newton, IA 50208

FOR HIRTA

Julia Castillo, Executive Director
2824 104th St.
Urbandale, IA, 50322

- 10. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, the City agrees to pay HIRTA a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then HIRTA shall return to the City the prorated portion of the advance payment for services not rendered before the termination.
- 11. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.
- 12. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and HIRTA.
- 13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding the subject herein and supersedes all previous communications or understandings, whether oral or written.
- 14. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 15. NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint utility, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16. NON-WAIVER. Failure of either party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

HEART OF IOWA REGIONAL TRANSIT AGENCY

Board Chair

Date _____

CITY OF _____

Mayor

ATTEST:

Date _____

City of Newton Council Report

**Item:**

Resolution approving an agreement with the Newton YMCA for Fiscal Year 2026

Summary:

Annual YMCA Agreement

Financial Impact:

\$18,000.00 as budgeted from Local Option Sales Taxes

Report Number: 2025-725

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has adopted *Envision Newton 2042* as the comprehensive plan for the community. *Envision Newton 2042* identifies community health and quality of life as desired outcomes for the community.

The services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, *Envision 2042*.

An agreement has been prepared that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton. This agreement is substantially similar to that which has been executed in previous years.

The agreement provides for funding to the YMCA in an amount of \$18,000 for FY25-26, in accordance with the recently approved FY26 budget.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING AN AGREEMENT WITH THE NEWTON YMCA
FOR FISCAL YEAR 2026**

WHEREAS, the City of Newton has adopted Envision Newton 2042 as the comprehensive plan for the community; and

WHEREAS, *Envision Newton 2042* identifies community health and quality of life as desired outcomes for the community; and

WHEREAS, the services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, *Envision 2042*; and

WHEREAS, an agreement has been prepared that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton; and

WHEREAS, the Newton YMCA has signed said agreement which provides \$18,000 in funding to the YMCA in FY-2026; and

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached agreement for services with the Newton YMCA for Fiscal Year 2026 is hereby approved, with said funding paid from local option sales tax in accordance with the recently-approved FY-26 budget.

PASSED this ____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON, IOWA and NEWTON YMCA AGREEMENT – FY-2025

This AGREEMENT entered into this 16th day of June, 2025, by and between City of Newton ("City"), an Iowa municipality located at 101 W 4TH St S, Newton, Iowa and the Newton YMCA, an Iowa not-for-profit corporation ("YMCA") located at 1701 S 8th Ave E, Newton, Iowa.

WHEREAS:

- A. The City and YMCA both address critical community needs by offering programs and services for all ages, abilities and income;
- B. The City and YMCA both strive to provide an inclusive and positive programming experience in youth sports; swimming; and health, wellness and other recreational programs;
- C. The City and YMCA believe that collaboration between the two organizations reduces duplication of services while creating a more efficient and effective way of developing youth, strengthening families, and promoting social connections in the community by leveraging each organization's strength;
- D. The YMCA owns the real property located at 1701 S 8th Ave E, Newton, Iowa;
- E. The City owns numerous parks and recreation sites, fields, and facilities throughout Newton (the "City Parks");
- F. The City believes that their support of the YMCA benefits the greater Newton area, and that a successful YMCA is a benefit for the public;
- G. The City intends to support the YMCA and its programs, all while working to supplement, but not compete with, the YMCA's offerings to the community.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

- 1. **Recitals.** The Recitals set forth above are true and correct and are fully incorporated into the provisions of this Agreement.
- 2. **Acknowledgement.** The Parties acknowledge that the provisions of this Agreement are mutually beneficial and constitute necessary, good, and valuable consideration supporting the Parties' desires to support and grow each other's programs and offerings.
- 3. **Annual City Financial Contribution.** The City, upon approval of this agreement by the City Council, hereby allocate to the YMCA financial support in two installments: The first

payment of \$9,000 to occur on or about July 15, 2025; and a second payment of \$9,000 to occur on or about January 15, 2026.

4. **Sharing and Coordination of Efforts and Facilities.** The following items shall be included as part of this Agreement:

- a. **City Facility Rental.** The City shall allow the YMCA to reserve and utilize City-owned park facilities and fields for YMCA leagues, events, or activities, excluding Maytag Pool and Westwood Golf Course, at no cost to the YMCA. Field prep, field painting fees, and the like are not waived. Requests to schedule these facilities shall be in writing to the Community Development Director's address below, and shall be received by the City no later than December 1st of each year. The City reserves the right to deny reservation requests based on the City's needs or event schedule, or other normally reoccurring community events planned for certain City locations or facilities. The YMCA shall staff and run all of their events at City facilities utilizing YMCA employees. All post-event clean-up work shall be the responsibility of the YMCA. Participants in these YMCA activities shall sign a waiver holding the City of Newton harmless from any claims resulting in injury, death, or other loss sustained while participating in a YMCA led event on City property.
- b. **Free Community Events.** The City and YMCA staff shall work to partner on up to two small events in the City park system annually, with each event open to the general public at no cost. Staffing and cost of these events shall be equally split between both parties. Both parties shall agree to each event's staffing, date, cost, etc.
- c. **Promotion of Events.** Both parties shall make an equal effort to cross-promote each other's events on social media and websites.
- d. **Swimming Pools.** With both parties owning and operating swimming pools, the cooperation of both parties to coordinate efforts in some manner is desired. Although no formal requirements are included in this Agreement, both parties shall commit to continued discussions and cooperation related to future pool items such as:
 - 1) Joint training sessions for lifeguard staff.
 - 2) Scheduling coordination of lifeguards by each party to support the staffing needs of the other's facility. (Lifeguards will be employed separately by each party).
 - 3) Recruitment of new lifeguards for both facilities.
 - 4) Shared indoor and outdoor programming, such as water aerobics classes or similar, in both pools.

5. **Term.** The term of this Agreement shall be for 12 months commencing on July 1, 2025 and continuing through June 30, 2026. The annual renewal period will open 90 days prior to the term expiration each year.

6. **Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach or violation.

7. **Notices.** Any notices required or permitted by this Agreement to be sent to the City shall be sufficient if transmitted by personal delivery or US mail, addressed to the City as follows:
City of Newton

Attn: Community Development Director
303 W 4th St N – Suite 501
Newton, IA 50208

with copy to:

City of Newton
Attn: City Administrator
101 W 4th St S
Newton, IA 50208

Any notices required or permitted by this Agreement to be sent to YMCA shall be sufficient if transmitted by personal delivery or US mail, addressed to the YMCA as follows:

Newton YMCA
Attn: Chief Executive Officer
1701 S 8th Ave E
Newton, Iowa 50208

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all of which, taken together, shall constitute one and the same instrument as if all parties hereto had executed the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart. A pdf or facsimile copy of any such counterpart shall be considered an original.
9. **No Waiver of Rights.** YMCA acknowledges that the City of Newton, by entering into this Agreement, does not waive any rights it may have as an Iowa municipality including, but not limited to, its full police power, its authority as the governing body of the citizens of the City of Newton, and its constitutional and statutory rights to sovereign immunity from suits to the full extent of the law.
10. **No Third-Party Beneficiaries.** The City and the YMCA hereby acknowledge that the provisions of this Agreement are intended to benefit only the entities executing this Agreement and that there is no intent to create or benefit any parties not signatory to this Agreement.
11. **Dispute Resolution.** The Parties acknowledge that the mutual commitments contained in this Agreement are intended to establish and grow a long-term working relationship between the City and the YMCA, which will require each party to act in good faith and fair dealing in order to accomplish the objectives of the Agreements and to render a high quality of public service to the citizens of Newton and the patrons of the YMCA. The parties further acknowledge that the Agreements will require cooperation between the parties, their employees, and volunteers, and that in the process of drafting this Agreement it is not possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:
 - a. Each party shall inform the other at the earliest practicable time that a problem has arisen that requires action on the part of the other party. Said

- communication may be initiated either in writing or by email, and shall be through the City's Community Development Director and the YMCA's CEO.
- b. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of an Agreement, the parties will arrange for authorized staff representatives to meet and confer as soon as possible, but no later than five (5) business days following said notification.
 - c. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
 - d. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Community Development Director or the YMCA 's CEO to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

CITY OF NEWTON:

By _____
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

NEWTON YMCA:

George D. Sorensen
(Name, Printed)

By [Signature]
Signature
Chief Executive Officer

1701 S 8th Ave E
Street Address

Newton, IA 50208
City, State, Zip Code

641-792-4006
Telephone

City of Newton Council Report

**Item:**

Resolution approving purchase of Parks Zero Turn Mower

Summary:

Purchase of Parks zero turn mower.

Financial Impact:

\$20,475.72; to be paid utilizing 2025 Bond Funds.

Report Number: 2025-724

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Parks and Recreation equipment needs are articulated in the 2025-2026 CIP.

A diesel zero-turn mower for Newton Parks was identified as an appropriate piece of equipment to be replaced to keep operations running efficiently.

Recommendation:

City staff recommends that Council authorize the purchase for a new parks zero-turn diesel mower to Capitol City Kubota, Des Moines, IA, in the amount of \$20,475.72

Matt Muckler, City Administrator

RESOLUTION 2025- _____

RESOLUTION APPROVING THE PURCHASE OF A PARKS ZERO TURN MOWER

WHEREAS, Staff analyzed the Parks and Recreation equipment needs in preparation for the 2025-2026 CIP; a zero turn mower for Newton Parks and Recreation was identified as an appropriate piece of equipment to be replaced; and

WHEREAS, this piece of equipment is essential for the efficiency of the daily mowing that is undertaken by the parks maintenance staff; and

WHEREAS, staff sought quotes for said mower utilizing state bid pricing:

- Capitol City Kubota, Des Moines, IA \$20,475.72
- MTI Distributing, Grimes, IA \$22,885.08; and

WHEREAS, City staff recommends that Council award the bid for a new parks zero turn mower to Capitol City Kubota, Des Moines, IA, in the amount of \$20,475.72; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the proposal for the purchase of a 2025 ZD1211L-3-72 Zero Turn Mower from Capitol City Kubota, Des Moines, Iowa, in the amount of \$20,475.72 is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Development Director is authorized to process said payment in the amount of \$20,475.72; to be paid utilizing 2025 Bond Funds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2025 Agnes Trail Improvement Project.

Summary:

Award of contract to improve City Hike & Bike Trails.

Financial Impact:

\$21,432.71 from 2025 Bond Proceeds and \$8,491.29 from 2020 Bond Proceeds.

Report Number: 2025-726

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Agnes Trail has long-standing drainage issues, where water sheet flows across low-lying sections of the trail, resulting in the accumulation of mud, gravel, and standing water. These conditions create safety hazards for trail users and hinder accessibility. This project will address these problem areas by raising the affected sections of the trail and installing culvert pipes beneath them. These improvements will ensure proper water flow beneath the trail surface, eliminate standing water, and bring these sections into compliance with the Americans with Disabilities Act (ADA) standards.

Plans and specifications were prepared by the Community Development Department and were placed out for bid. The project will include removing and replacing 230 SY of 5" PCC Hike & Bike trail.

Seven bids were received and opened on June 9th, 2025, with bids ranging from \$29,924.00 to \$45,786.00.

The apparent low bidder is Modern Concrete, MODCON INC, of Clive, Iowa in the amount of \$29,924.00. The engineer's estimate of construction cost is \$37,500.00. The project's completion date is August 29, 2025. The project will be paid for using 2020 and 2025 bond proceeds.

Recommendation:

Council award the project to the low responsive, responsible bidder, MODCON INC, of Clive, Iowa.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION AWARDING CONTRACT FOR THE 2025 AGNES TRAIL IMPROVEMENT PROJECT.

WHEREAS, the Agnes Trail has experienced long-standing drainage issues, where water sheet flows across low-lying sections of the trail, leading to the accumulation of mud, gravel, and standing water. These conditions create safety hazards for trail users and hinder accessibility. This project will address these problem areas by raising the affected sections of the trail and installing culvert pipes beneath them.; and

WHEREAS, these improvements will ensure proper water flow beneath the trail surface, eliminate standing water, and bring these sections into compliance with ADA (Americans with Disabilities Act) standards; and

WHEREAS, the City of Newton Development Division prepared plans and specifications for the proposed Agnes-Patterson Park Trail Improvements Project; and

WHEREAS, sealed bids were received and opened on June 9, 2025; and

WHEREAS, recommends that the City of Newton award a contract to MODCON INC, of Clive, Iowa for the Agnes Trail Improvements Project based on the low responsive, responsible bid received in the amount of \$29,924.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of MODCON INC, of Clive, Iowa, in the amount of Twenty-Nine Thousand, nine hundred and twenty-four dollars and zero cents (\$29,924.00) for the Agnes Trail Improvements Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest 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 MODCON, Inc of Clive, Iowa for the Agnes Trail Improvements Project 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 project will be paid using \$8,491.29 from 2020 bonds and \$21,432.71 from 2025 Bonds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 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 Modern Concrete 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 Community Development 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 latest revision of the 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:

General Nature of Public Improvement:

2025 Agnes Trail Improvement Project

- Excavation and grading, including approximately 234 cubic yards (CY) of Class 10 excavation,
- Installation of 40 linear feet (LF) of 12-inch corrugated HDPE storm sewer pipe,
- Construction of 230 square yards (SY) of 5-inch Portland Cement Concrete (PCC) sidewalk,
- And other associated site improvements as detailed in the plans and specifications.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Twenty-Nine Thousand Nine Hundred and Twenty-Four Dollars and Zero Cents dollars (\$29,924.00) 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 August 29, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of fifty dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: 2025 Agnes Trail Improvement Project

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

JURISDICTION

By _____

(Seal)

ATTEST:

FORM APPROVED BY:

Attorney for Jurisdiction

CONTRACTOR

Modern Concrete MODCON INC

Contractor

By

Signature

Owner

Title

2768 NW 152nd St

Street Address

Clive, IA 50325

City, State, Zip Code

515-732-5855

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 4 5 4 - 2 2 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 Development 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 Agnes Trail Improvement 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 ____

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

None

(CONT. CONTRACT)

Project Name: 2025 Agnes Trail Improvement Project

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.

1	Onsite topsoil	128 CY	\$ <u>5.00</u>	\$ <u>640.00</u>
2	Class 10 Excavation, Off Site	234 CY	\$ <u>12.00</u>	\$ <u>2,808.00</u>
	Dual Wall Type S Pipe Culvert Trenched,			
3	12" HDPE Corrugated	40 LF	\$ <u>25.00</u>	\$ <u>1,000.00</u>
4	12" Apron, Corrugated HDPE CMP	4 EA	\$ <u>200.00</u>	\$ <u>800.00</u>
5	Linear Trench Drain	16LF	\$ <u>500.00</u>	\$ <u>8,000.00</u>
6	Removal of sidewalk	179 SY	\$ <u>14.00</u>	\$ <u>2,506.00</u>
7	PCC Sidewalk 5"	230 SY	\$ <u>55.00</u>	\$ <u>12,650</u>
8	Conv. Seeding, Fert., and Mulching	.12Acre	\$ <u>11,000.00</u>	\$ <u>1,320.00</u>
9	Erosion Stone	2 Ton	\$ <u>100.00</u>	\$ <u>200.00</u>

TOTAL CONSTRUCTION COST \$29,924.00

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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 Obligee (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 Twenty Nine Thousand Nine Hundred and Twenty Four dollars and Zero cents (\$29,924.00), 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:

General Nature of Public Improvement:

2025 Agnes Trail Improvement Project

- Excavation and grading, including approximately 234 cubic yards (CY) of Class 10 excavation,
- Installation of 40 linear feet (LF) of 12-inch corrugated HDPE storm sewer pipe,
- Construction of 230 square yards (SY) of 5-inch Portland Cement Concrete (PCC) sidewalk,
- And other associated site improvements as detailed in the plans and specifications.

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 force for the stated maintenance period.

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 or 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

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

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 one (1) year 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

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

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.

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 _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Company Name

Company Address

Attorney for Jurisdiction

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.

City of Newton Council Report

**Item:**

Resolution approving the Service Provider Agreement between Certified Payments and City of Newton for credit card and echeck processing

Summary:

Approval of payment processing agreements for new permit software

Financial Impact:

No impact to City, cost savings for customers

Report Number: 2025-705**Date:**

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2025-043, the City selected GeoPermits software for all land use permitting applications. This software improves permit processing not only for City staff, but also for City customers.

As part of the process, online payment processing needs to be established. Currently, All Paid is the payment processing system used for these applications, which passes on a 3.9% fee to customers (with a \$3.99 minimum charge). All Paid is not compatible with Geo Permits.

City staff researched compatible providers and has identified Certified Payments for credit card and e-check processing. Customers will also see savings with a 2.40% fee (minimum \$2.00 charge).

The attached resolution approves the credit card and e-check processing services agreements with Certified Payments.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION APPROVING THE SERVICE PROVIDER
AGREEMENT BETWEEN CERTIFIED PAYMENTS AND CITY OF
NEWTON FOR CREDIT CARD AND ECHECK PROCESSING**

WHEREAS, in an effort to improve the City’s land development permitting processes and online payments, service agreements with Certified Payments for credit card and echeck processing are presented for approval; and

WHEREAS, Certified Payments proposes a customer fee of 2.40% or a minimum of \$2.00, which is a cost savings over the current provider;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the Service Provider Agreement for credit and debit card and ACH Processing Services Agreement for echeck are hereby approved and the Mayor is authorized to sign the agreements.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and City of Newton, IA, 303 W. 4th St. N, Ste 501, Newton, IA 50208 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card, pin-less Debit Card, and pin-entry Debit Card (if Agency is utilizing debit-capable equipment) ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card and debit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Service Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, and pin-entry debit card (if Agency is utilizing debit-capable equipment). These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks.

D. Certified may charge each Customer a Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Service Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service Fee upon thirty (30) days' advance written notice to Agency. Certified will cause all funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Service Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as

provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Service Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card or Debit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Service Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands and Debit Card Networks.

K. Certified will accept American Express Card on behalf of Agency. The Discount associated with such Charges on behalf of Agency to Certified shall be paid to American Express by Certified. Payments for charges submitted on behalf of Agency shall be paid directly to Agency.

L. Prior to initiating any refunds to a Customer's Credit Card or Debit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card or Debit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Service Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

M. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. Certified will provide reports to Agency of any Chargebacks either prior to or on the day the Chargeback is posted to Agency's bank account. American Express will deduct any Chargebacks from amounts owed to Agency for Charges. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service Fee be charged back to Certified without the related Charge also being charged back to the Agency. American Express will accept proof of the refund process in the event of a Dispute, and not allow the Chargeback.

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified. Certified will retrieve all requested information relating to the Disputed Charge and provide such to American Express. In the event a Convenience Fee is disputed by the cardholder, the payment of that Charge will also be treated as contested. If the Disputed Charge results in a reversal of the Charge, both payment of that Charge and the Convenience Fee will be charged back by American Express. Agency payments will be charged back to Agency, Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Agency.

Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. Certified shall implement policies and procedures to maintain the security of cardholder data that Certified possesses, stores, processes or transmits on behalf of Agency, or to the extent that Certified could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

F. Agency agrees that Certified will be the exclusive provider of fee-based electronic payment services and that Agency may not procure similar services from any other party during the Term of this Agreement.

4. ADDITIONAL MATTERS

Service Provider Agreement, continued

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Certified's compliance therewith or government proration, regulation, or priority, or any other cause beyond Certified's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: City of Newton, IA
303 W. 4th St. N, Ste 501
Newton, IA 50208

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Limitation of Liability. In no event will Certified or American Express be responsible for damages arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Agreement shall remain in full force and effect.

K. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for three (3) years **from the Effective Date of this Agreement ("Term")**. **Thereafter, the Term will automatically extend for consecutive one (1) year periods**, unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then-current term.

L. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

M. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Iowa .

N. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

Service Provider Agreement, continued

O. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

P. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

Q. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

R. Authority to Sign. Each party represents that the individual who signs this Agreement has authority to do so and to bind it to the terms and conditions of this Agreement. Each party further represents that they are authorized to sign and enter into this Agreement on behalf of their subsidiaries, affiliates and licensees that accept Credit Card

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on April, 2025 (the "Effective Date").

AGENCY'S ACCEPTANCE:

AGENCY NAME City of Newton, IA

By: _____

Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____

Authorized Representative

Printed Name and Title

Date

ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC. DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and City of Newton, IA, 303 W. 4th St. N Ste 501, Newton, IA 50208 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") on behalf of Agency pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing such services and Certified desires to provide such Services subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer or taxpayer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers. Certified, in its sole discretion, may charge Customers a minimum Convenience Fee for each payment and may change the amount of the Convenience Fee upon thirty (30) days' advance written notice to Agency.

C. Certified will originate and transmit a single-entry transaction, the sum of the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the Convenience Fee payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding Convenience Fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit a Net Total settlement to the Agency's Bank Account within 48-72 business hours of the receipt of the ACH entry, unless specified otherwise on the Bureau Setup Form.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the services hereunder.

B. Prior to Certified's commencement of services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: AGENCY NAME City of Newton, IA
 ADDRESS 303 W. 4th St. N Ste 501
 CITY, STATE ZIP Newton, IA 50208

CERTIFIED PAYMENTS: Certified Payments, Inc.
 Attn: General Counsel
 100 Throckmorton Street, Suite 200
 Fort Worth, TX 76102
 applications@certifiedpayments.net

H. Term of Arrangement. This Agreement shall become effective once it has been signed by an authorized representative of both Certified and Agency. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications. This Agreement, together with the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

O. Indemnification. Certified hereby agrees to indemnify Agency against any loss, damages, or attorneys' fees reasonably incurred by Agency caused by Certified's loss of any Agency Payment funds while such Agency Payment funds are in the possession of Certified. This indemnity does not constitute a guarantee of a Customer's payment obligation (i.e., Certified does not guarantee that a Customer has sufficient funds or credit to complete any Agency Payment).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on April, 2025.

AGENCY'S ACCEPTANCE:

AGENCY NAME City of Newton, IA

By: _____
Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

EXHIBIT A

SCHEDULE OF FEES

Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:



Standard



Premium

\$2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency tax payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:

AGENCY NAME City of Newton, IA

By: _____
Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

EXHIBIT B

AGENCY BANK ACCOUNT

Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: City of Newton, IA

BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:

AGENCY NAME City of Newton, IA

By: _____
Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

EXHIBIT A

SCHEDULE OF FEES

Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Service Fees.

Certified and Agency agree to the following provisions:

- A. 2.40 % or a minimum of \$ 2.00 shall be the agreed upon Service Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit or Debit Card.
- B. 2.40 % or a minimum of \$ 2.00 shall be the agreed upon Service Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit or Debit Card.

The fees charged are subject to change by Certified.

2. Schedule of Equipment Cost.

POS Terminal / Equipment	Price	Quantity	Subtotal
CertPay LANE 3000 USB	\$380.00	3	\$0.00
CertPay Lane 3000 ETH	\$425.00		\$
CertPay Desk 3500 ETH	\$215.00		\$
CertPay Desk 3500 WIFI	\$285.00		\$
Implementation	\$500.00		\$
Other: Magtek / IDTech Card Swiper	\$		\$
Equipment Total			\$

AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)

- ☐ **ACH:** Agency hereby authorizes Certified or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Certified or its designee has received written notification from Agency of its termination in such a manner as to afford Certified or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Certified in immediately available funds.

- ☐ **Check #:** _____

(ONLY MAKE CHECKS PAYABLE TO CERTIFIED PAYMENTS)

AGENCY'S ACCEPTANCE:

AGENCY NAME: City of Newton, IA

By: _____
Agency Signature Date

Printed Name and Title

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative Date

Printed Name and Title

City of Newton Council Report

**Item:**

Resolution accepting completion of Roof Repair Project 2025-01
– Water Treatment

Summary:

Accept completion of a contract for replace the current roofs on two Water Treatment structures in one location.

Financial Impact:

Council previously approved a contract for \$22,993.76 on April 21, 2025; and this action would accept the project and authorize payment of the retainage amount of \$1,149.69.

Report Number: 2025-713**Date:**

June 16, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

Two roofs at the water treatment plant need to be replaced due to the end of their serviceable life. Both roofs have experienced normal wear and are no longer functioning at their full capacity. They have reached the end of their expected lifespan, and a replacement is needed to prevent any potential issues in the future.

City Council awarded a contract for \$22,993.76 to Titan Roofing, Solar & Exteriors of Grimes, Iowa on April 21, 2025.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed is \$22,993.76.

Recommendation:

Accepting the completion of the Roof Repair Project 2025-01 – Water Treatment and authorizing the retainage amount of \$1,149.69 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION ACCEPTING COMPLETION OF ROOF REPAIR
PROJECT 2025-01 – WATER TREATMENT**

WHEREAS, two roofs at the water treatment plant need to be replaced due to the end of their serviceable life. Both roofs have experienced normal wear and are no longer functioning at their full capacity. They have reached the end of their expected lifespan, and a replacement is needed to prevent any potential issues in the future; and

WHEREAS, the City Council of the City of Newton passed Resolution 2025-147 on April 21, 2025, awarding a contract to Titan Roofing, Solar & Exteriors of Grimes, Iowa, in the amount of \$22,993.76; and

WHEREAS, Titan Roofing, Solar & Exteriors has completed the work in general compliance with the terms, conditions, and stipulations of said contract; and

WHEREAS, the final contract amount based on actual measured quantities of work completed is \$22,993.76.

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 Utilities Director to execute payment of the retainer in the amount of \$1,149.69 to Titan Roofing, Solar & Exteriors of Grimes, Iowa no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of June 2025.

APPROVED this _____ day of June 2025.

Evelyne George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a snowplow truck with wing and underbody scraper for the Public Works Department

Summary:

Purchase of a new snow plow truck and equipment

Financial Impact:

\$275,000.00 paid with Road Use Tax Funds

Report Number: 2025-728**Date:**

June 16, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

A new wing snowplow truck was included in the fiscal year 2026-2027 capital equipment plan to replace an existing 2001 plow truck. The new plow truck will be outfitted with a front plow, wing plow, underbody scraper plow, pre-wet system, sander, and dump box, making it a versatile piece of equipment. These same plow trucks are also used to haul snow away from downtown after the plowing operations have been completed. They are also used to haul materials, equipment, and pull trailers throughout the construction season.

A new wing snowplow truck is consistent with the city's mission statement of providing the highest level of service within the budget constraints, based on continuous improvement.

City staff utilized Sourcewell, a public purchasing cooperative for state and local governments, to request bids that met the City of Newton's specifications.

The following bid for a 39,000 lbs GVWR 4x2 single-axle cab chassis was obtained:

Chassis Dealer	Model	Bid Price
O'Halloran International, Altoona, IA	HV 507 Navistar Truck	\$268,172.00

The snow equipment bid package from Sourcewell includes a front plow, wing plow, underbody scraper plow, sander, pre-wet system, dump box, and related required equipment installed on the cab chassis. Using the Sourcewell bid for the International truck chassis with a 60-month, 100,000-mile warranty from O'Halloran International for \$114,020.00 and the snow removal equipment package bid from Henderson Equipment of \$152,152.00, and an additional surcharge of \$2,000.00, makes the total cost for the truck and snow equipment \$268,172.00. To receive the finished truck before the 2026-2027 snow season, staff recommends ordering the truck in June 2025.

Recommendation:

Approval of the resolution authorizing the purchase of a cab chassis truck from O'Halloran International of Altoona, Iowa, for a not-to-exceed price of \$275,000.00 will be paid utilizing Road Use Tax Funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION AUTHORIZING PURCHASE OF A SNOWPLOW TRUCK
WITH WING AND UNDERBODY SCRAPER FOR THE PUBLIC
WORKS DEPARTMENT.**

WHEREAS, purchasing a wing snowplow truck was identified as a need during the 2026-2027 CIP/CEP process; and

WHEREAS, the wing snowplow truck has been determined to be an appropriate piece of equipment for the operational needs of the Public Works Department; and

WHEREAS, bids for a snowplow truck and snow equipment package were obtained utilizing the Sourcewell public bidding procedure; and

WHEREAS, O'Halloran International of Altoona, Iowa, was the successful bidder utilizing Sourcewell for \$114,020.00 and a bid of \$152,152.00 from Henderson Equipment of Manchester, Iowa, for the snow equipment and a metal surcharge of \$2,000.00; the total cost for the truck and snow equipment is \$268,172.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to proceed with the purchase of a single-axle wing snowplow truck from O'Halloran International of Altoona, Iowa, in the not-to-exceed amount of \$275,000.00. This purchase will be paid using Road Use Funds.

PASSED this _____ day of _____, 2025.
APPROVED this _____ day of _____, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Landfill Lower Shop and City Garage Building Roof Rehabilitation Project

Summary:

Accept completion of a contract for Landfill Lower Shop and City Garage Building Roof Rehabilitation Project.

Financial Impact:

Council previously approved a contract for \$25,088.00 on April 21, 2025; and this action would accept the project and authorize payment of the retainage amount of \$1,254.40.

Report Number: 2025-709

Date:

June 16, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The metal roof over the Newton Sanitary Landfill and the City of Newton Public Works City Garage shop building had developed numerous leaks since being installed approximately 30 years ago. Water leaks in the landfill shop roof were affecting the metal ceiling. The leaks in the Public Works city garage roof were damaging insulation and drywall. If left unchecked, these leaks would have continued to cause deterioration of the attic, insulation, drywall, and other building components and contents. The City Council awarded a contract for \$25,088.00 to A1 Coatings & Roofing, LLC of Garwin, Iowa, on April 21, 2025.

The project has been substantially completed in general compliance with the contract's terms, conditions, and stipulations. Based on actual measured quantities of work completed, the final contract amount is \$25,088.00.

Recommendation:

Accepting the completion of the Landfill Lower Shop and City Garage Building Roof Rehabilitation Project and authorizing the retainage amount of \$1,254.40 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION ACCEPTING COMPLETION OF THE LANDFILL
LOWER SHOP AND CITY GARAGE BUILDING ROOF
REHABILITATION PROJECT.**

WHEREAS, the metal roof over the Newton Sanitary Landfill and the City of Newton Public Works City Garage shop building had developed numerous leaks since being installed approximately 30 years ago. Water leaks in the landfill shop roof were affecting the metal ceiling. The leaks in the Public Works city garage roof were damaging insulation and drywall. If left unchecked, these leaks would have continued to cause deterioration of the attic, insulation, drywall, and other building components and contents; and

WHEREAS, the City Council of the City of Newton passed Resolution 2025-148 on April 21, 2025, awarding a contract to A1 Coatings & Roofing, LLC of Garwin, Iowa, in the amount of \$25,088.00; and

WHEREAS, A1 Coatings & Roofing, LLC of Garwin, Iowa, has completed the work in general compliance with the terms, conditions, and stipulations of said contract; and

WHEREAS, the final contract amount based on actual measured quantities of work completed is \$25,088.00.

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 Public Works Director to execute payment of the retainer in the amount of \$1,254.40, to be paid from Landfill Enterprise and Road Use Tax Funds, to A1 Coatings & Roofing, LLC of Garwin, Iowa no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of June 2025.

APPROVED this _____ day of June 2025.

Evelyne George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the rental of traffic control equipment from Iowa Plains Signing, Inc. for the 2025 July 4th Parade

Summary:

Approving rental of traffic control equipment from Iowa Plains Signing, Inc.

Financial Impact:

\$7,950.00 Hotel-Motel Funds

Report Number: 2025-712**Date:**

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

In order to provide a safe environment around the July 4th Parade, it is necessary to obtain traffic control equipment, including Type 3 Barricades and various road closure and detour signage.

Iowa Plains Signing, Inc. has the necessary equipment available to be staged on July 3rd and picked up on July 7th. Event staff will be responsible for setting it up on July 4th.

Hotel-Motel Funds will be used for the rental fee.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING THE TRAFFIC CONTROL RENTAL
FOR THE 2025 JULY 4TH PARADE**

WHEREAS, the July 4th Parade is an annual community event; and

WHEREAS, public safety is of the utmost importance during the July 4th Parade;

WHEREAS, it is necessary to obtain Type III barricades with road closed signs, “Road Closed Ahead” signage, and detour signage to create a safe environment for participants in the parade and spectators of the parade;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the rental fee for 54 Type III Barricades, 8 Road Close Ahead Signs, and 8 Detour Signs of \$7,950.00 is hereby approved and that the fee shall be paid for using Hotel-Motel Funds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



1110 W. 6TH AVENUE (HWY. 210 W) | P.O. BOX 654 | SLATER, IOWA 50244-0654
TELEPHONE: (515) 685-3536 FAX: (515) 685-3530

Project : 4th of July Parade
City: Newton, Iowa
Bid Date: June 5th, 2025

Bid Item #	Description	Units	Quantity	Per Unit	Total
	Traffic Control - Option 2	LS	1	\$7,950.00	\$7,950.00

Conditions or Notes:

OPTION 2

Iowa Plains will provide and set the following material at the locations specified in the email provided: (54) type III barricades with road closed signs, (18) "Road Closed Ahead" temp signs and 8 detour signs for truck detour.

Iowa Plains will provide and remove material for 4th of July parade. IPSI will stage material prior to the 4th and event staff to pull out and pull off road when parade has ended; IPSI will stage on July 3rd and pick up material on July 7th. Event staff responsible for setting on the 4th.

Mark Baumgardner
Cell # 515-210-3537
mark@iowaplains.com

Acceptance Signature

Matt Muckler, City Administrator
City of Newton, IA

TRAFFIC CONTROL * TEMPORARY TRAFFIC SIGNALS
TEMP BARRIER RAIL * PAINT STRIPING * TAPE STRIPING

City of Newton Council Report

**Item:**

Resolution awarding contract for the Demolition Project 2025-02

Summary:

Award of contract to complete abatement & demolition work at 335 S 5th Ave W.

Financial Impact:

\$19,500.00 from the Dangerous and Dilapidated (D&D) Building Program funds.

Report Number: 2025-710

Date:

June 16, 2025

Lead Department:

Community Development

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 335 S 5th Ave W with the intent to demolish the structure on this property through the Dangerous and Dilapidated Program. The Community Development Department prepared plans and specifications for the proposed Demolition Project 2025-02 that included abatement and demolition.

Three bids were received and opened on June 5, 2025: The apparent low bidder is D.W. Zinser Co. Inc of Walford, Iowa. City staff's cost estimate for this project was \$22,285.16. The completion date for the project is August 15, 2025. \$19,500.00 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, in the amount of \$19,500.00

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING CONTRACT
FOR THE DEMOLITION PROJECT 2025-02**

WHEREAS, the City of Newton acquired 335 S 5th Ave W with the intent to demolish the structures on this property through the Dangerous and Dilapidated Program; and

WHEREAS, the City of Newton Community Development Department prepared abatement and demolition plans and specifications for the Demolition Project 2025-02, 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 2025-02 based on the low responsive, responsible bid received in the amount of \$19,500.00.

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 Nineteen Thousand five hundred dollars and zero cents (\$19,500.00) for the Demolition Project 2025-02, 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 2025-02 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 June, 2025.

APPROVED this _____ day of June, 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 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 Community Development 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 2025-02

Project consists of asbestos abatement, lead paint abatement, and demolition work at 335 S 5th Ave W; 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 Nineteen Thousand Five Hundred Dollars and zero cents (\$19,500.00) 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 August 15, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of fifty dollars and zero cents (\$500.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: Demolition Project 2025-02

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

JURISDICTION

CONTRACTOR

By _____

(Seal)
ATTEST:

D.W. Zinser Co. Inc

Contractor

By

David W. Zinser

Signature

President

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 2025-02

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 5 day of June, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Zinser 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 David Zinser 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 2025-02

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	AMOUNT
1.	Abatement – 335 S 5 th Ave W	Lump Sum	\$ <u>0.00</u>
2.	Demolition – 335 S 5 th Ave W	Lump Sum	\$ <u>18,500.00</u>
3.	Seeding – 335 S 5 th Ave W	Lump Sum	\$ <u>1,000.00</u>

TOTAL COST \$ 19,500.00

City of Newton Council Report

**Item:**

Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)

Summary:

Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)

Financial Impact:

\$696,600.14 from budgeted funds

Report Number: 2025-730**Date:**

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

In June 1998, the City Council awarded a bid for property, liability and automobile insurance coverage to Clemon-Maki Insurance Associates using the Iowa Communities Assurance Pool (ICAP). Staff recommended this action because ICAP held a AAA rating which is the highest rating possible; ICAP had coverage limits on a per claim basis as opposed to a total amount of claims basis; more than 280 other city governments in Iowa belong to the ICAP risk pool; the City has a very positive experience with a similar pool (Iowa Municipal Worker's Compensation Association); and ICAP is affiliated with the Iowa League of Cities.

The City continues to reap the same benefits from insuring through ICAP. the 2025 renewal is just under 5% higher than the 2024 premium. We are starting to see increases leveling off after the high number of claims from the hail storm, losses, and the increased cost of construction. In addition, we increased the Excess Liability coverage by 2 million and the Cyber coverage by \$750,000 due to the increase in inflation. The amount may vary slightly throughout the year depending on equipment and property values with purchases and sales.

Recommendation:

Staff recommend renewing the insurance package with Iowa Communities Assurance Pool.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 - _____

RESOLUTION RENEWING THE INSURANCE PACKAGE WITH IOWA COMMUNITIES ASSURANCE POOL (ICAP)

WHEREAS, the City of Newton has contracted with Iowa Communities Assurance Pool (ICAP) through the local insurance agency Clemon-Maki since 1998; and

WHEREAS, the renewal comes due July 1, of each year; and

WHEREAS, the 2025 renewal is just under 5% higher than the 2024 premium. We are starting to see increases leveling off after the high amount of claims from the hail storm, losses, and the increased cost in construction. In addition, we increased the Excess Liability coverage by 2 million and the Cyber coverage by \$750,000 due to the increase in inflation. The amount may vary slightly throughout the year depending on equipment and property values with purchases and sales;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that staff is authorized to renew the contract with ICAP in the amount of \$696,600.14.

PASSED this _____ day of June 2025.

APPROVED this _____ day of June 2025.

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving the Memorandum of Understanding with Jasper County for a Waiver of Liability on the Westwood Clubhouse Project

Summary:

Resolution to approve a MOU with Jasper County to facilitate the opening of the Westwood Clubhouse

Financial Impact:

None

Report Number: 2025-731

Date:

June 16, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

The Westwood Clubhouse is nearing completion and is requesting a Certificate of Occupancy from Jasper County. Jasper County has requested the City and Jasper County approve a memorandum of understanding (MOU) for a waiver of liability for the temporary absence or failure of an operational sprinkler system. The City requested and was granted a variance from the Iowa Department of Inspection, Appeals, and Licensing for the same which placed requirements on the City of Newton to ensure the safety of occupant until the automatic sprinkler system was connected to the new water main. City Council approved accepting these requirements as a condition of opening the Westwood Clubhouse to the public.

The MOU has been reviewed by Matt Brick of Brick Gentry and was updated per his review. Once this MOU is approved by City Council it will be placed on a Jasper County Board of Supervisors (BOS) agenda for their approval. Once they approve, the Jasper County Building Development Office will issue the Certificate of Occupancy. It is estimated, with City Council approval, the MOU will be placed on the 6/24/2025 BOS agenda. With their approval, we will request the Certificate of Occupancy will be issued before 6/27/2025 allowing the opening of the clubhouse by 7/1/2025.

Recommendation:

City Staff recommends Council approve the memorandum of understanding with Jasper County approving the waiver of liability for the temporary absence or failure of an operational sprinkler system.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING WITH JASPER COUNTY FOR A WAIVER OF
LIABILITY ON THE WESTWOOD CLUBHOUSE PROJECT**

WHEREAS, the City of Newton desires to create amenities that are consistent with the City being a safe and compelling destination; and

WHEREAS, the City has built an outstanding new golf course clubhouse; 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 Iowa Department of Inspections, Appeals, and Licensing has conditionally approved the variance request and required a letter from the City stating they will comply with the variance requirements, and

WHEREAS, Jasper County has requested a memorandum of understanding for a waiver of liability for temporary absence or failure of an operational sprinkler system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, the City approves the memorandum of understanding with Jasper County regarding waiver of liability for temporary absence or failure of operation sprinkler system at the Westwood Golf Course Clubhouse.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

MEMORANDUM OF UNDERSTANDING

Between the City of Newton and Jasper County, Iowa Regarding Waiver of Liability for Temporary Absence or Failure of Operational Sprinkler System

This Memorandum of Understanding (the "MOU") is entered into by and between the City of Newton, Iowa ("City"), a municipal corporation, and Jasper County, Iowa ("County"), a political subdivision of the State of Iowa, collectively referred to as the "Parties."

WHEREAS, the City owns and operates certain facilities within the jurisdiction of the County, including buildings that may not currently contain an operational sprinkler system, or in which the sprinkler system currently may be non-functional; and

WHEREAS, the County has expressed concerns regarding potential risks to public safety in the event of a fire or other emergency where a functioning sprinkler system could mitigate injury or loss of life; and

WHEREAS, the City acknowledges these concerns and the importance of safety systems, and desires clarification and limitation of liability in relation to any such system's failure or absence;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. Release of Liability

The City of Newton hereby agrees to release, waive, and discharge Jasper County, Iowa, its officers, agents, employees, and assigns from any and all claims, demands, actions, causes of action, liability, or damages, whether known or unknown, which may arise in connection with injury or death to any person that could have been prevented or mitigated by the presence of an operational sprinkler system within City-owned facilities located in Jasper County.

2. Acknowledgment of Risk

The City acknowledges that it is aware of the condition of the fire suppression systems, including sprinkler systems, in the affected County facilities, and voluntarily assumes all risks related to the absence or malfunction of such systems, insofar as it relates to claims the City might otherwise assert against the County.

3. Limitation

This release shall apply only to claims or actions initiated by Jasper County. This MOU shall not be construed as a waiver or limitation of any rights, claims, or causes of action that third parties, including private citizens, may have under applicable law.

4. No Admission of Liability

Nothing in this MOU shall be deemed an admission of liability or wrongdoing by

either Party. This MOU is entered into solely for the purpose of clarifying responsibilities and reducing potential disputes.

5. **Duration and Termination**

This MOU shall remain in effect until December 31, 2025. Termination shall not affect any release or waiver applicable to events occurring prior to the termination date.

6. **Governing Law**

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

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF NEWTON, IOWA

By: _____

Name:

Title:

Date:

JASPER COUNTY, IOWA

By: _____

Name:

Title:

Date:

City of Newton Council Report

**Item:**

Resolution Setting a Date for Public Hearing on Urban Renewal Plan Amendment for the North Central Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2025-680

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

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

An amendment to the plan has been prepared which consists of a forgivable loan, reconstruction of several downtown streets and various other urban renewal area projects and programs. This resolution sets a public hearing date of July 21, 2025 to approve updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing on July 21, 2025 to amend the North Central Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO.2025-_____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the North Central Urban Renewal Area

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) updates the description of the City’s Urban Renewal Administration and Professional Support Program previously approved by the City Council in the July, 2021 Amendment to the Plan; (2) updates the description of the Downtown Micro-Grant and Downtown Housing Grant Programs previously approved by the City Council in the March, 2019 Amendment to the Plan and updated in the July, 2021 and August, 2022 Amendments to the Plan; (3) updates the description of the Downtown Street Improvements Project previously approved by the City Council in the October, 2023 Amendment to the Plan; (4) updates the description of the Ex Nihilo LLC Public Market Project previously approved by the City Council in the October, 2023 Amendment to the Plan; and (5) authorizes new urban renewal projects to be undertaken in the Urban Renewal Area consisting of (a) providing financial support to DMACC in connection with its Green Space Phase II Project; (b) providing financial support to DMACC in connection with the renovation of an existing restaurant in Legacy Plaza; (c) providing financial support to MercyOne in connection with the rehabilitation and renovation of its emergency room facilities; (d) using tax increment financing to pay the costs of constructing alleyway improvements; and (e) using tax increment financing to pay the costs of the City’s Downtown Maintenance and Beautification Program; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Hall Council Chambers, Newton, Iowa on July 21, 2025, at 6:00 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jasper County and the Newton Community School District be invited to participate in the consultation.

Passed and approved this June 16, 2025.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at __:__ p.m., at the _____, Newton, Iowa, on July 21, 2025, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan (the “Urban Renewal Plan”) for the North Central Urban Renewal Area (the “Urban Renewal Area”) in order to (1) update the description of the City’s Urban Renewal Administration and Professional Support Program previously approved by the City Council in the July, 2021 Amendment to the Plan; (2) update the description of the Downtown Micro-Grant and Downtown Housing Grant Programs previously approved by the City Council in the March, 2019 Amendment to the Plan and updated in the July, 2021 and August, 2022 Amendments to the Plan; (3) update the description of the Downtown Street Improvements Project previously approved by the City Council in the October, 2023 Amendment to the Plan; (4) update the description of the Ex Nihilo LLC Public Market Project previously approved by the City Council in the October, 2023 Amendment to the Plan; and (5) authorize new urban renewal projects to be undertaken in the Urban Renewal Area consisting of (a) providing financial support to DMACC in connection with its Green Space Phase II Project; (b) providing financial support to DMACC in connection with the renovation of an existing restaurant in Legacy Plaza; (c) providing financial support to MercyOne in connection with the rehabilitation and renovation of its emergency room facilities; (d) using tax increment financing to pay the costs of constructing alleyway improvements; and (e) using tax increment financing to pay the costs of the City’s Downtown Maintenance and Beautification Program. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, 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 officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
NORTH CENTRAL URBAN RENEWAL AREA

July, 2025

The Urban Renewal Plan (the “Plan”) for the North Central Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purposes of (1) updating the description of certain urban renewal projects and programs approved in prior amendments to the Plan; and (2) identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

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

Name of Project: Urban Renewal Administration and Professional Support Program

Date of Council Approval of Program: July 6, 2021 and updated on July 21, 2025

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives in the Urban Renewal Area in the City’s 2025 through 2029 fiscal years (the “Admin Support Program”). The Admin Support Program will include planning, staffing, grant writing and administration, document support, record management, accounting, marketing, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

Description of Use of TIF: The City will fund its support contributions under the Admin Support Program from the proceeds of internal advances (the “Advances”) of cash on hand. The City’s annual contributions will be determined from year to year. The City will repay the Advances from incremental property tax revenues to be derived from the Urban Renewal Area. The total amount of incremental property tax revenues to be applied to the City’s Admin Program for the City’s fiscal years 2025 through 2029 shall not exceed \$750,000.

2) Update Description of the Downtown Micro-Grant and Housing Grant Programs. The description of the City’s Downtown Micro-Grant and Downtown Housing Grant Programs is hereby updated, as follows:

Name of Project: Downtown Micro-Grant and Downtown Housing Grant Programs

Date of Council Approval of Programs: March 18, 2019, and updated on July 6, 2021; August 15, 2022; and July 21, 2025

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

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

Description of Downtown Housing Grant Program: The City acknowledges the importance of the rehabilitation of residential units and the alleviation of blighted conditions to the promotion of economic development in the City and in the Urban Renewal Area. The Downtown Housing Grant Program is designed to provide public support to the rehabilitation of residential units in the Main Street District situated in Urban Renewal Area. The City will provide fiscal support to the Downtown Housing Grant Program through the provision of economic development grants (the “Housing Grants”) to qualifying local property owners within the Main Street District situated in the Urban Renewal Area.

The Housing Grants will be targeted to assist local property owners with undertaking certain improvements to residential units located in existing buildings including (i) window rehabilitation or replacement; (ii) plumbing, electrical and mechanical work, fixtures and units; (iii) the installation of basic household appliances; (iv) flooring or rehabilitation of historic flooring; (v) the installation of interior drywall, plaster and wood improvements; and (vi) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Downtown Housing Grant Program.

Description of Use of TIF: The Micro-Grants and the Housing Grants will be funded with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City’s obligations, plus any interest expense incurred by the City on such obligations, will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Downtown Micro-Grant and Downtown Housing Grant Programs will not exceed \$500,000, over the course of the City’s 2026 through 2029 fiscal years.

3) Update Description of the Downtown Street Improvements Project. The description of the City’s Downtown Street Improvements Project is hereby updated, as follows:

Name of Project: Downtown Street Improvements Project

Date of Council Approval of Project: October 2, 2023 and updated on July 21, 2025

Description of Project and Project Site: The Downtown Street Improvements Project will include (i) street resurfacing; (ii) the construction of curb and gutter, sewer system, water system, sidewalk, and lighting improvements; and (iii) the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the following segments of street in the City:

200-300 Blocks of N 2nd Avenue W;

100 Block of E 2nd Street N;

100 Block of E 3rd Street N;

100 Block of N 2nd Ave E;

100 Block of W 2nd Street N;

100 Block of W 3rd Street N; and

100 Block of W 4th Street N.

It is expected that the completed Downtown Street Improvements Project will alleviate certain blighted conditions in the Urban Renewal Area and cause increased and improved ability of the City to provide adequate transportation infrastructure for the promotion of economic development in the City.

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

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Downtown Street Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Downtown Street Improvements Project will not exceed \$1,600,000, plus any interest expense incurred on the Obligations.

4) Update Description of the Ex Nihilo LLC Public Market Project. The description of the City's Ex Nihilo LLC Public Market Project is hereby updated, as follows:

Name of Project: Ex Nihilo LLC Public Market Project

Date of Council Approval of the Project: October 2, 2023 and updated on July 21, 2025

Description of the Project and Project Site: Ex Nihilo LLC (the “Developer”) has proposed to undertake the redevelopment (the “Public Market Project”) of an existing building on certain real property situated at 118 N 2nd Avenue E (the “Public Market Property”) in the Urban Renewal Area, such redevelopment to include a public market with twenty vendor spaces including food, retail, and services, as well as a public bar, commercial kitchen, classroom space, and open seating overlooking the first floor. The Public Market Project will alleviate certain blighted conditions in the Urban Renewal Area and encourage future economic development therein.

It has been requested that the City provide financial assistance to the Developer in support of the efforts to complete and maintain the Public Market Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$15,000.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Developer with respect to the Public Market Project and to provide an economic development forgivable loan (the “Forgivable Loan”) to the Developer thereunder. The Forgivable Loan will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area.

It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Public Market Project including the Forgivable Loan, and the Admin Fees will not exceed \$765,000 (increased from \$168,000 in the October, 2023 Amendment to the Plan), plus any interest expense incurred by the City on the Obligations.

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

A.

Name of Project: DMACC Legacy Plaza Green Space Phase II Project

Date of Council Approval of the Project: July 21, 2025

Description of the Project: DMACC has proposed to connect the five (5) acres on the east side of DMACC’s Buildings 1 and 2 to the adjacent Legacy Plaza to create a multi-use plaza in the Urban Renewal Area to serve as a gathering space for the Newton Community.

It has been requested that the City provide financial assistance to DMACC in support of its efforts to complete the DMACC Legacy Plaza Green Space Phase II Project.

The DMACC Legacy Plaza Green Space Phase II Project will alleviate certain blighted conditions in the Urban Renewal Area and encourage future economic development therein.

Description of Use of TIF for the Project: The City intends to provide an economic development grant (the “Grant”) to DMACC in support of its efforts to complete the DMACC Legacy Plaza Green Space Phase II Project. The Grant will be funded with an internal advance (the “Advance”) of City funds on-hand. The Advance may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Advance will not exceed \$10,000.

B.

Name of Project: Legacy Plaza Restaurant Renovation Project

Date of Council Approval of the Project: July 21, 2025

Description of the Project: It has been requested that the City provide financial assistance to DMACC in support of the renovation of an existing pizza restaurant inside Legacy Plaza. The Legacy Plaza Restaurant Renovation Project will alleviate certain blighted conditions in the Urban Renewal Area and encourage future economic development therein.

Description of Use of TIF for the Project: The City intends to provide an economic development grant (the “Grant”) to DMACC in support of the Legacy Plaza Restaurant Renovation Project. The Grant will be funded with an internal advance (the “Advance”) of City funds on-hand. The Advance may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Advance will not exceed \$15,000.

C.

Name of Project: MercyOne Emergency Room Upgrades Project

Date of Council Approval of the Project: July 21, 2025

Description of the Project: MercyOne has proposed to undertake a complete renovation of its emergency room at MercyOne Medical Center in the Urban Renewal Area in order to expand and optimize space to increase patient care and security.

It has been requested that the City provide financial assistance to MercyOne in support of its efforts to complete the MercyOne Emergency Room Upgrades Project.

The MercyOne Emergency Room Upgrades Project will encourage future economic development in the Urban Renewal through the provision of enhanced medical care services.

Description of Use of TIF for the Project: The City intends to provide an economic development grant (the “Grant”) to MercyOne in support of its efforts to complete the MercyOne Emergency Room Upgrades Project. The Grant will be funded with an internal advance (the “Advance”) of City funds on-hand. The Advance may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Advance will not exceed \$25,000.

D.

Name of Project: Alley Improvements Project

Date of Council Approval of Project: July 21, 2025

Description of Project and Project Site: The Alley Improvements Project will consist of asphalt pavement restoration of existing paved alleys in the central business district in the Urban Renewal Area, including the following alleys: 200 block between 1st St N and E 2nd St N, 100 block between W 4th St N and W 2nd St N, 100 block between 1st St N and E 4th St N, 100 block between W 4th St S and E 5th St S, 200 block between W 4th St S and W 3rd St S, 300 block between N 2nd Ave W and S 3rd Ave W, 200 block between 1st Ave W and N 2nd Ave W, 100 block between S 2nd Ave E and N 3rd Ave E, 200 block between S 2nd Ave E and N 3rd Ave E, and 300 block between S 2nd Ave E and 1st Ave E.

It is expected that the completed Alley Improvements Project will alleviate blighted conditions in the Urban Renewal Area and cause increased and improved ability of the City to provide adequate transportation and pedestrian infrastructure for the growth and retention of commercial and industrial enterprises in the City.

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

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Alley Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Alley Improvements Project will not exceed \$500,000, plus any interest expense incurred by the City on the Obligations.

E.

Name of Project: Downtown District Maintenance and Beautification Support Program

Date of Council Approval of Program: July 21, 2025

Description of Program: The City Council acknowledges the importance of the maintaining the infrastructure and undertaking beautification in the City’s downtown district to the promotion of economic development and blight alleviation in the City and the Urban Renewal Area. The City intends to hire an individual to carry out maintenance and beautification initiatives and activities in the Urban Renewal Area.

Description of Use of TIF: It is anticipated that the City will pay for the Downtown District Maintenance and Beautification Support Program with internal advances (the “Advances”) of City funds on-hand. The Advances will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Downtown District Maintenance and Beautification Support Program will not exceed \$300,000 in the City’s 2026 through 2029 fiscal years.

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

Constitutional debt limit of the City:	<u>\$64,480,381</u>
Outstanding general obligation debt of the City:	<u>\$32,901,854</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment:	<u>\$ 4,465,000*</u>

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

City of Newton Council Report

**Item:**

Resolution Setting a Date for Public Hearing on Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for 1st Avenue East Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2025-681

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

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

An amendment to the plan has been prepared which consists of Stormwater improvements and various other urban renewal area projects and programs. This resolution sets a public hearing date of July 21, 2025 to approve updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing on July 21, 2025 to amend the 1st Avenue East Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO 2025-_____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the 1st Avenue East Urban Renewal Area

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) updates the description of the City’s Urban Renewal Administration and Professional Support Program previously approved by the City Council in the Plan; (2) updates the description of the Historic Home Rehabilitation Program previously approved by the City Council in the Plan; (3) updates the description of the Commercial Façade Improvements Program previously approved by the City Council in the Plan; (4) updates the description of the City’s Bight Alleviation Demolition Project previously approved by the City Council in the Plan and updated in the November, 2020 Amendment to the Plan; (5) updates the description of the Economic Development Local Business Support Program previously approved by the City Council in the July, 2021 Amendment to the Plan; and (6) authorizes a new urban renewal project be undertaken in the Urban Renewal Area consisting of using tax increment financing to pay the costs of constructing storm water drainage improvements; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Hall Council Chambers, Newton, Iowa on July 21, 2025, at 6:00 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jasper County and the Newton Community School District be invited to participate in the consultation.

Passed and approved this June 16, 2025.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Newton, Iowa, on July 21, 2025, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) in order to (1) update the description of the City’s Urban Renewal Administration and Professional Support Program previously approved by the City Council in the Plan; (2) update the description of the Historic Home Rehabilitation Program previously approved by the City Council in the Plan; (3) update the description of the Commercial Façade Improvements Program previously approved by the City Council in the Plan; (4) update the description of the City’s Bight Alleviation Demolition Project previously approved by the City Council in the Plan and updated in the November, 2020 Amendment to the Plan; (5) update the description of the Economic Development Local Business Support Program previously approved by the City Council in the July, 2021 Amendment to the Plan; and (6) authorize a new urban renewal project be undertaken in the Urban Renewal Area consisting of using tax increment financing to pay the costs of constructing storm water drainage improvements. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, 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 officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
1st AVENUE EAST URBAN RENEWAL AREA

July, 2025

The Urban Renewal Plan (the “Plan”) for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purposes of (1) updating the descriptions of certain urban renewal projects and programs approved in prior amendments to the Plan; and (2) identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

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

Name of Project: Urban Renewal Administration and Professional Support Program (the “Admin Program”)

Date of Council Approval of Program: February 18, 2019 and updated on July 21, 2025

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives in the City’s 2025 through 2029 fiscal years. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

Description of Use of TIF: The City will fund its support contributions under the Admin Program from the proceeds of internal advances (the “Advances”) of cash on hand. The City’s annual contributions will be determined from year to year. The City will repay the Advances from incremental property tax revenues to be derived from the Urban Renewal Area. The total amount of incremental property tax revenues to be applied to the City’s Admin Program for the City’s fiscal years 2025 through 2029 shall not exceed \$600,000.

2) Update Description of the Historic Home Rehabilitation Program. The description of the City’s Historic Home Rehabilitation Program is hereby updated as follows:

Name of Program: Historic Home Rehabilitation Program

Date of Council Approval of Program: February 18, 2019 and updated on July 21, 2025

Description of Program: The Historic Home Rehabilitation Program is designed to promote the alleviation of Blighted Conditions (as described in the Plan) in the Urban Renewal Area through the provision of fiscal support to assist homeowners in the

preservation and improvements of historic homes in a manner that aligns with the Secretary of Interior's Standards for Rehabilitation. The City will provide fiscal support to the Program through the provision of economic development grants (the "Grants") to qualifying homeowners in the Urban Renewal Area.

The Grants will be targeted to assist local homeowners with improvement projects designed to preserve the historic character of the homes, including (i) foundation work; (ii) interior structural work; (iii) historic rehabilitation of character defining features; (iv) window and door improvements; (v) HVAC, plumbing and electrical improvements; (vi) exterior treatment improvements; (vii) roofing improvements; and (viii) other projects approved by the City staff. The City Staff will develop appropriate materials, including agreements and applications, for the administration of the Historic Home Rehabilitation Program.

Description of Use of TIF: It is anticipated that the City will fund the Grants with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Historic Home Rehabilitation Program will not exceed \$750,000 over the course of the City's 2026 through 2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

3) Update Description of the Commercial Façade Improvements Program. The description of the Commercial Façade Improvements Program is hereby updated, as follows:

Name of Project: Commercial Façade Improvements Program

Date of Council Approval of Project: February 18, 2019 and updated July 21, 2025

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

The Grants will be targeted to assist local business owners with building façade improvement projects designed to preserve the historic character of the buildings, including (i) signage improvement or removal; (ii) non-historic façade removal; (iii) façade rehabilitation; (iv) paint removal and painting; (v) awning improvement or removal; and (vi) other projects approved by the City staff. The City Staff will develop appropriate materials, including agreements and applications, for the administration of the Community Façade Improvements Program.

Description of Use of TIF: It is anticipated that the City will fund the Grants with borrowed funds and/or with the proceeds of an internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Commercial Façade Improvements Program will not exceed \$250,000 over the course of the City's 2025 through 2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

4) Update Description of the Economic Development Local Business Support Program. The description of the City's Economic Development Local Business Support Program is hereby updated, as follows:

Name of Project: Economic Development Local Business Support Program

Date of Council Approval of Project: July 6, 2021 and updated on July 21, 2025

Description of Loan Program: The City acknowledges the importance of the success of local businesses to the promotion of economic development in the City and the Urban Renewal Area. The Economic Development Local Business Support Program is designed to provide public support to the development and improvement of local businesses in the Urban Renewal Area. The City will provide fiscal support to the Program through the provision of economic development forgivable loans and/or grants (the "Financial Incentives") to local businesses.

The Financial Incentives will be targeted to assist local business owners with (i) façade improvement projects; (ii) building or land acquisition costs; (iii) capital improvements; (iv) job creation or training; (v) accessibility improvements; (vi) utility upgrades; (vii) site development; and (viii) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Economic Development Local Business Support Program.

Description of Use of TIF for the Project: It is anticipated that the City will fund the Financial Incentives with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Economic Development Local Business Support Program will not exceed \$200,000 over the course of the City's 2026 through 2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

5) Update Description of the Blight Alleviation Demolition Project. The description of the City's Blight Alleviation Demolition Project is hereby updated, as follows:

Name of Project: Blight Alleviation Demolition Project (the "Demolition Project")

Date of Council Approval of Project: February 18, 2019, as updated on November 2, 2020 and July 21, 2025

Description of Project and Project Site: The Demolition Project will include the demolition of existing structures and related site preparation on certain real property (the “Demolition Project Property”) located within the Urban Renewal Area to prepare the Demolition Project Property for future development. The Demolition Project Property is more particularly described, as follows:

Certain real property in the Urban Renewal Area bearing Jasper County Property Tax Parcel Identification Numbers 0834141002, 0834141001, 0834277009, and 0834203016;

Certain real property in the Urban Renewal Area abutting Bungalow Court; and

Certain real property in the Urban Renewal Area situated at 427 N. 3rd Avenue East and 1311 1st Avenue East.

Description of Properties to be Acquired in Connection with Project: The City may acquire the Demolition Project Property and easement territory and rights-of-way as are necessary to successfully undertake the Demolition Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Demolition Project with either borrowed funds and/or the proceeds of internal advances of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Demolition Project will not exceed \$1,500,000.

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

Name of Project: Storm Water Drainage Improvements Project

Date of Council Approval of Project: July 21, 2025

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

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

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

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

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

Constitutional debt limit of the City:	<u>\$64,480,381</u>
Outstanding general obligation debt of the City:	<u>\$32,901,854</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment:	<u>\$ 4,800,000*</u>

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

City of Newton Council Report

**Item:**

Resolution Setting a Date for Public Hearing on Urban Renewal Plan Amendment for the East-Mart Economic Development Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for East-Mart Economic Development Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2025-682

Date:

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

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

An amendment to the plan has been prepared which consists of Sidewalk improvements and various other urban renewal area projects and programs. This resolution sets a public hearing date of July 21, 2025 to approve updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing on July 21, 2025 to amend the East Mart Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO.2025- _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the East-Mart Economic Development Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa by resolution previously established the East-Mart Economic Development Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) updates the description of the City’s Urban Renewal Administration and Professional Support Program previously approved by the City Council in the August, 2021 Amendment to the Plan; and (2) authorizes a new urban renewal project to be undertaken in the Urban Renewal Area consisting of using tax increment financing to pay the costs of constructing sidewalk improvements along Iowa Speedway Drive; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Council Chamber, Newton, Iowa on July 21, 2025, at 6:00 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jasper County and the Newton Community School District be invited to participate in the consultation.

Passed and approved this June 16, 2025.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at ____:____ p.m., at the _____, Newton, Iowa, on July 21, 2025, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan (the “Urban Renewal Plan”) for the East-Mart Economic Development Urban Renewal Area (the “Urban Renewal Area”) in order to (1) update the description of the City’s Urban Renewal Administration and Professional Support Program previously approved by the City Council in the August, 2021 Amendment to the Urban Renewal Plan; and (2) authorize a new urban renewal project to be undertaken in the Urban Renewal Area consisting of using tax increment financing to pay the costs of constructing sidewalk improvements along Iowa Speedway Drive. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, 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 officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
EAST-MART ECONOMIC DEVELOPMENT AREA

July, 2025

The Urban Renewal Plan (the “Plan”) for the East-Mart Economic Development Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purposes of (1) updating the description of the City’s Urban Renewal Administration and Professional Support Program; and (2) identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

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

Name of Project: Urban Renewal Administration and Professional Support Program

Date of Council Approval of Program: July 21, 2025

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives in the City’s 2027 through 2029 fiscal years (the “Admin Support Program”). The Admin Support Program will include planning, staffing, grant writing and administration, document support, record management, accounting, marketing, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

Description of Use of TIF: The City will fund its support contributions under the Admin Support Program from the proceeds of internal advances (the “Advances”) of cash on hand. The City’s annual contributions will be determined from year to year. The City will repay the Advances from incremental property tax revenues to be derived from the Urban Renewal Area. The total amount of incremental property tax revenues to be applied to the City’s Admin Support Program for the City’s fiscal years 2027 through 2029 shall not exceed \$400,000.

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

Name of Project: Iowa Speedway Drive Sidewalk Project

Date of Council Approval of Project: July 21, 2025

Description of Project and Project Site: The Iowa Speedway Drive Sidewalk Project will consist of the construction of a new sidewalk and the incidental utility, landscaping, site clearance and cleanup work related thereto along Iowa Speedway Drive beginning at

its intersection with 1st Avenue East and continuing to a point south in front of Wal Mart and Aldi.

The completed Iowa Speedway Drive Sidewalk Project is expected to enhance the City's ability to provide adequate pedestrian infrastructure within the Urban Renewal Area and generate public benefits, including improved pedestrian safety, connectivity, and accessibility for residents and visitors.

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

Description of Use of TIF: It is anticipated that the City will pay for the Iowa Speedway Drive Sidewalk Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Iowa Speedway Drive Sidewalk Project will not exceed \$200,000, plus any interest expense incurred by the City on the Obligations.

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

Constitutional debt limit of the City:	<u>\$64,480,381</u>
Outstanding general obligation debt of the City:	<u>\$32,901,854</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment:	<u>\$ 600,000*</u>

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

City of Newton Council Report

**Item:**

Resolution setting a public hearing on an ordinance establishing Industrial Property Tax Abatement for Parcel Identification Number 0826176015 (1601 North 15th Avenue East)

Summary:

Setting a public hearing on an ordinance for property tax exemption for 1601 N 15th AVE E.

Financial Impact:

None, setting a public hearing

Report Number: 2025-686

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton adopted Ordinance Number 2468 establishing Industrial Property Tax Exemption as allowed by Iowa Code 427B.

In order to provide property tax exemption in accordance with City Ordinance 2468 and State of Iowa Code, it is necessary to set a public hearing on an ordinance considering a property tax exemption schedule for the specific property.

This resolution sets the public hearing for July 21, 2025, the soonest allowed by Iowa Code (held not less than 30 days after Council takes action to set a public hearing).

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION SETTING A PUBLIC HEARING ON AN ORDINANCE ESTABLISHING
INDUSTRIAL PROPERTY TAX ABATEMENT FOR PARCEL IDENTIFICATION NUMBER
0826176015 (1601 NORTH 15TH AVENUE EAST)

WHEREAS, the City of Newton adopted Ordinance Number 2468 establishing Industrial Property Tax Exemption as allowed by Iowa Code 427B; and

WHEREAS, the property owner of Parcel # 0826176015 (1601 North 15th Avenue East) has requested consideration for property tax exemption for said property, legally described as follows:

LOT THIRTY-TWO OF NEWTON INDUSTRIAL PARK PLAT 7, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT CABINET A AT PAGE 448 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on July 21, 2025 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, on an ordinance establishing a property tax exemption schedule for 1601 North 15th Avenue East, and Public Notice in substantially the following form shall be given in accordance with Iowa Code:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on July 21, 2025, at Newton City Hall, 101 West 4th Street South, regarding industrial property tax exemption for property located at 1601 North 15th Avenue East (Parcel #0826176015), legally described at 306 East 8th Street South, legally described as: LOT THIRTY-TWO OF NEWTON INDUSTRIAL PARK PLAT 7, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT CABINET A AT PAGE 448 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. 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 proposal.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 6-17-25

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 3,905.95
Acushnet Company	Golf	Merchandise	\$ 864.35
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 4,177.76
Airgas USA LLC	Fire	Supplies	\$ 203.92
Alliant Energy/IPL	All	Utility	\$ 60,549.88
Alpha Media LLC	Community Marketing	Service	\$ 1,500.00
Amazon Capital Service	All	Supplies	\$ 4,388.90
American Business Phones	Snow Removal	Service	\$ 100.00
American Red Cross	Maytag Pool	Training	\$ 658.00
Anderson, Kim	Parks	Refund	\$ 50.00
Barr, Chad	Water Treatment Plant	Reimb	\$ 63.04
Black Hills Energy	Maytag Pool/Parks	Utility	\$ 1,510.82
Bondurant Community Library	Library	Supplies	\$ 23.00
Bound Tree Medical LLC	Fire	Supplies	\$ 1,171.50
Brick Gentry P.C.	Legal Service	Service	\$ 27,813.75
Browning Lawn Service LLC	Police	Service	\$ 500.00
Caldwell Brierly & Chalupa PLLC	D&D	Service	\$ 150.00
Car Country	Parks	Supplies	\$ 96.30
Card Service	All	Supplies	\$ 2,349.93
Carl's Window Service	Library	Service	\$ 90.00
Computer Resource Specialists	Administration/Traffic Control/WTP	Service	\$ 360.00
Construction Materials Testing	Fire	Service	\$ 3,440.00
Core & Main	Water Distribution	Supplies	\$ 101.93
CuraLine LLC	Administration	Service	\$ 1,606.00
Dannen, Ryan	D&D	Service	\$ 6,462.50
Darrell's Electric	City Center	Service	\$ 375.00
Davis, Katrina	Administration	Reimb	\$ 73.50
Demco Inc	Library	Supplies	\$ 589.25
Diamond Vogel Inc	Traffic Control/WPC	Supplies	\$ 324.49
Dinges Fire Company	Fire	Supplies	\$ 419.79
DIRECTV	Golf	Utility	\$ 125.07
Dobbs, Jacqueline	Fire	Reimb	\$ 25.00
Dodd Trash Hauling & Recycling	Cemetery/Garbage	Service	\$ 1,965.68
Electrical Eng & Equipment	Street Lighting	Supplies	\$ 1,279.50
EMS MC Inc	Fire	Service	\$ 15,134.75
EZ Lease	Fire/Water Pollution Control	Service	\$ 251.01
Fareway	Water Treatment Plant	Supplies	\$ 51.32
FBG Service Corporation	Library	Supplies	\$ 1,832.08
Fink, Keith	Engineering	Reimb	\$ 12.75
Fire Service Training Bureau	Fire	Service	\$ 300.00
Forbes Office Solutions	All	Supplies	\$ 1,795.88
Four Points Golf Cars	Golf	Supplies	\$ 122.00
Gilbert Lawn Care and Snow Removal LLC	City Center/Library	Service	\$ 1,821.00
Grainger Inc	City Garage	Supplies	\$ 141.16

Gralnek-Dunitz	Golf	Supplies	\$ 42.25
Gregg Young Auto Center	Police/WTP	Service	\$ 1,761.07
Hach Co	Water Treatment Plant	Supplies	\$ 91.55
Hamilton Glass	Water Distribution	Service	\$ 127.42
Harris Golf Cars	Golf RESO 2024-293 Parks RESO 2024-307	Supplies	\$ 67,800.00
Hawkeye Polygraph	Police	Service	\$ 350.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 18,518.99
Hewitt Service Center	Cemetery	Supplies	\$ 2,495.00
Hotsy Cleaning Systems	Streets RESO 2025-174	Supplies	\$ 19,455.00
Housby Heavy Equipment	Landfill	Supplies	\$ 288.84
Hy-Vee Inc	Executive/Water Treatment Plant	Supplies	\$ 1,636.98
Iowa Communities Assurance Pool	Tort Liability	Service	\$ 481.90
Iowa Department of Transportation	Traffic Control	Supplies	\$ 1,534.50
Iowa Dept of Agriculture & Land Steward	Airport	License	\$ 9.00
Iowa Law Enforcement Academy	Police	Service	\$ 300.00
Iowa One Call	Engineering/Water Pollution Control	Service	\$ 421.00
Iowa Prison Industries	Cemetery/Police	Supplies	\$ 1,526.99
Johnson Aviation	Airport	Reimb	\$ 55.78
JP Party Rentals LLC	Parks	Service	\$ 1,491.25
Karl Peters Construction	Animal Control RESO 2024-323	Service	\$ 15,182.68
Kellogg Lawn & Snow	Airport	Supplies	\$ 199.38
Key Cooperative	All	Fuel	\$ 11,950.33
Lee, Carter	Parks	Service	\$ 75.00
Lyman, Rick	D&D	Service	\$ 1,680.00
Lynch Dallas PC	Legal Service	Service	\$ 500.00
Magnum Automotive	Police	Service	\$ 43.91
Mahaska Bottling Co	Golf/Maytag Pool	Concessions	\$ 2,571.53
Mahaska Communication Group LLC	Administration	Service	\$ 171.06
Manatts - D.M.	All	Service	\$ 3,131.13
Manfull Construction	D&D	Service	\$ 180.00
Martin Marietta Materials	Storm Water	Supplies	\$ 3,107.60
Maxim Advertising	Maytag Pool/Parks	Supplies	\$ 1,922.80
McCall Monument	Cemetery	Supplies	\$ 50.00
Menards-Altoona	Maytag Pool	Supplies	\$ 248.00
Microbac Laboratories Inc	WTP/WPC	Service	\$ 6,308.75
Mid Country Machinery Inc	Landfill	Supplies	\$ 1,736.73
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 24,253.04
MTI Distributing Inc	Parks	Supplies	\$ 193.23
PowerPlan	Landfill	Supplies	\$ 777.98
NAPA Auto Parts	All	Supplies	\$ 1,274.48
News Printing Company	All	Service	\$ 9,126.43
Newton Apparel	Police	Supplies	\$ 224.00
Newton Community School	Police	Service	\$ 14.25
Niemann Ace Hardware 650	All	Supplies	\$ 78.40
People Magazine	Library	Supplies	\$ 133.75
Per Mar Security Service	Landfill	Service	\$ 226.56
Phelps Uniform Specialists	All	Supplies	\$ 170.79
Plan It Software LLC	All	Service	\$ 3,150.00
Premier Office Equipment	Administration/Police	Service	\$ 661.43

Pro Tech Tools LLC	City Garage	Supplies	\$ 1,064.36
Quill Corporation	Fire	Supplies	\$ 58.50
RACOM Corporation	Police	Service	\$ 280.00
Ray, Randy	Police	Service	\$ 4,210.00
RDO Equipment Co	Landfill	Service	\$ 1,559.50
Reeves Heating & Cooling	City Center/Library	Service	\$ 988.90
Reserve Account-Pitney Bowes	Finance/Library	Supplies	\$ 3,650.00
Ryan's Tire & Auto	City Garage/Parks	Supplies	\$ 708.36
See Innovations Inc	Golf	Supplies	\$ 522.00
Sign Pro	Police/Tort Liability	Service	\$ 1,500.00
Spahn & Rose Lumber Co	All	Supplies	\$ 714.33
Springer Professional Home Service	Library	Service	\$ 58.30
Star Equipment	Water Distribution	Supplies	\$ 116.64
Station Automation Inc	Fire	Service	\$ 2,892.70
Stivers Midwest Pro Upfitters	Police RESO 2025-109	Supplies	\$ 14,507.24
T Mobile	All	Utility	\$ 970.64
T2 Systems Inc	Police	Service	\$ 21.58
Taylor, Jon	Water Treatment Plant	Service	\$ 9,300.50
The Flower Court Garden Center	Parks	Supplies	\$ 721.20
Theisen's	All	Supplies	\$ 1,184.85
Titan Roofing and Exteriors LLC	Water Treatment Plant	Service	\$ 1,107.92
TK Elevator	City Center	Service	\$ 211.89
Town & Country Sanitary Service	Water Treatment Plant	Service	\$ 380.00
Town & Country Wholesale Co	Golf	Concessions	\$ 4,975.24
Truck Equipment	City Garage	Supplies	\$ 4,113.57
Two Rivers Cooperative	All	Fuel	\$ 8,482.89
Unified Contracting Service Inc	Airport	License	\$ 655.50
UnityPoint Health	Fire	Service	\$ 641.90
UPHDM Occupational Medicine	Fire	Service	\$ 964.54
Van Maanen Electric Inc	Street Lighting/WTP	Supplies	\$ 298.77
Ventling, Elizabeth	Parks	Reimb	\$ 18.70
Waste Solutions of Iowa	Golf/Parks	Service	\$ 1,353.00
Wells Fargo Financial Leasing Inc	Utility Billing	Service	\$ 211.52
Wildlife Control Supplies	Police	Supplies	\$ 156.64
Windstream	All	Utility	\$ 948.12
Woodruff Construction LLC	WPC RESO 2022-285	Service	\$ 40,694.19
YourMembership.com Inc	Police	Service	\$ 199.00
Ziegler Inc	City Garage/Community Beautification	Supplies	\$ 226.94
			\$ 467,177.45

Pre-Authorized Payments

AT&T	Landfill/PD	Utility	443.95
Beverage Distributors of Iowa	Golf Clubhouse	Golf Concessions	463.18
Bing Bang	Community Marketing	RESO 2024-179	\$ 7,650.00
Black Hills Energy	All	Utility	\$ 3,653.82
Bloom, David	Parks	RESO 2024-422	\$ 2,000.00
Dish	Airport	Utility	\$ 159.10
Doll Distributing	Golf Clubhouse	Golf Concessions	\$ 1,308.80

Dotson, Damon	Parks	RESO 2025-125	\$ 4,000.00
Driving Cap Entertainment	Community Marketing	RESO 2025-037	\$ 1,500.00
Hentsch, Carl	North Central TIF	RESO 2025-187	\$ 500.00
Hopkins Properties	1st Ave E TIF	RESO 2025-210	\$ 15,539.00
Hotel Maytag Investors	North Central TIF	RESO 2025-211	\$ 35,093.00
Jasper Point Plaza	1st Ave E TIF	RESO 2025-213	\$ 12,615.00
Johnson Brothers of Iowa	Golf Clubhouse	Golf Concessions	\$ 612.00
Johnson Brothers of Iowa	Golf Clubhouse	Golf Concessions	\$ 652.80
Midwest Inflatables	Community Marketing	RESO 2025-054	\$ 7,500.00
Mow Pow'r	Cemetery	RESO 2025-191	\$ 14,479.00
Nehring Auto	1st Ave E TIF	RESO 2025-212	\$ 4,642.00
Newton Arboretum & Botanical Gardens	Community Marketing	RESO 2025-160	\$ 1,141.39
Newton City Band	Parks	RESO 2024-422	\$ 1,200.00
Reeves Heating & Cooling	Library	RESO 2025-038	\$ 29,278.17
Titan Roofing and Exteriors	Water Treatment Plant	RESO 2025-147	\$ 21,844.07
T-Mobile	Fire/Police	Utility	\$ 704.08
Untied Way of Jasper County	North Central TIF	RESO 2025-175	\$ 13,994.60
Windstream	All	Utility	\$ 943.80
Total:			\$ 181,917.76

City of Newton Council Report



Item:

Public Hearing on a Resolution approving a Purchase and Redevelopment Agreement for 306 East 8th Street South, Newton, Jasper County, Iowa

Summary:

Approving the purchase and redevelopment agreement for 306 E 8th ST S

Financial Impact:

\$1,500.00 return to the City's D&D Fund, creation of new taxable value, elimination of long-term maintenance costs of the property

Report Number: 2025-684

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

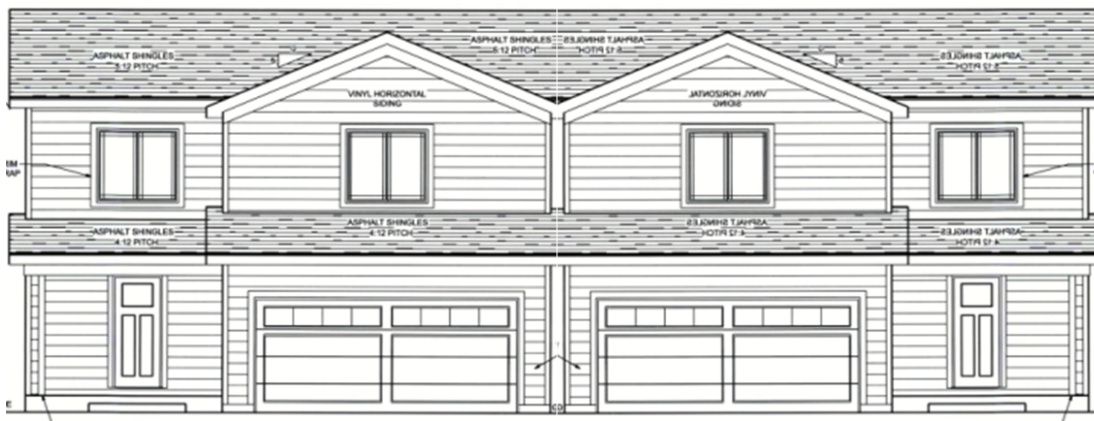
The City acquired 306 East 8th Street South through the D&D Program and has since contracted for its demolition. (Demolition to be completed by the end of June.)

Acquisition Cost: \$49,900.00

Demolition & Asbestos Abatement Cost: \$24,320.00

Total: \$74,220

Jeffrey Paul Homes was the only offering party for the property, offering \$1,500.00 as the purchase price with a commitment to build a two-story duplex home. This home design matches that which Jeffrey Paul Homes is currently building in the 300 block of West 16th Street South.



Rendering of Duplex Homes



Single Family Home version of proposed duplex constructed by Jeffrey Paul Homes

Assuming taxation rules remain consistent, it is anticipated that the City's financial investment in this property will be paid back in approximately 10 years through new property taxes, assuming a very conservative land and building valuation. This does not take into account intangible benefits that include removal of neighborhood blight, the addition of new housing within the neighborhood, and the provision of an affordable family housing option.

Conservative Projection

	Property Taxes - New Value									
	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
Assessed Value	\$ 369,670	\$ 380,760	\$ 380,760	\$ 392,183	\$ 392,183	\$ 403,948	\$ 403,948	\$ 416,067	\$ 416,067	\$ 428,549
rollback	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316
Gross Taxable Value	\$ 175,340	\$ 180,601	\$ 180,601	\$ 186,019	\$ 186,019	\$ 191,599	\$ 191,599	\$ 197,347	\$ 197,347	\$ 203,268
Net Taxable Value:	\$ 175,340	\$ 180,601	\$ 180,601	\$ 186,019	\$ 186,019	\$ 191,599	\$ 191,599	\$ 197,347	\$ 197,347	\$ 203,268
Levy Rate:	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062
Gross TaxesDue	\$ 7,128	\$ 7,342	\$ 7,342	\$ 7,562	\$ 7,562	\$ 7,789	\$ 7,789	\$ 8,022	\$ 8,022	\$ 8,263
Net Taxes:	\$ 7,128	\$ 7,342	\$ 7,342	\$ 7,562	\$ 7,562	\$ 7,789	\$ 7,789	\$ 8,022	\$ 8,022	\$ 8,263

Moderate Projection

	Property Taxes - New Value									
	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
Assessed Value	\$ 425,000	\$ 437,750	\$ 437,750	\$ 450,883	\$ 450,883	\$ 464,409	\$ 464,409	\$ 478,341	\$ 478,341	\$ 492,691
rollback	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316	0.474316
Gross Taxable Value	\$ 201,584	\$ 207,632	\$ 207,632	\$ 213,861	\$ 213,861	\$ 220,277	\$ 220,277	\$ 226,885	\$ 226,885	\$ 233,691
Net Taxable Value:	\$ 201,584	\$ 207,632	\$ 207,632	\$ 213,861	\$ 213,861	\$ 220,277	\$ 220,277	\$ 226,885	\$ 226,885	\$ 233,691
Levy Rate:	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062	40.65062
Gross TaxesDue	\$ 8,195	\$ 8,440	\$ 8,440	\$ 8,694	\$ 8,694	\$ 8,954	\$ 8,954	\$ 9,223	\$ 9,223	\$ 9,500
Net Taxes:	\$ 8,195	\$ 8,440	\$ 8,440	\$ 8,694	\$ 8,694	\$ 8,954	\$ 8,954	\$ 9,223	\$ 9,223	\$ 9,500

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR REAL
PROPERTY AT 306 EAST 8TH STREET SOUTH, NEWTON, JASPER
COUNTY, IOWA

WHEREAS, Jeffrey Paul Homes, LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 306 East 8th Street South, legally described as:

LOT TWO OF EASTSIDE (AS APPEARS IN PLAT BOOK D ON PAGES 105 AND 106 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY) EXCEPT THE FOLLOWING DESCRIBED TRACT, TO WIT: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT TWO OF EASTSIDE AND RUN THENCE WEST 50 FEET 2 INCHES, THENCE NORTH 92 FEET, THENCE EAST 20 FEET 2 INCHES, THENCE NORTH 63 FEET, THENCE EAST 30 FEET, AND RUN THENCE SOUTH 155 FEET TO THE PLACE OF BEGINNING; ALL BEING IN THE SUBDIVISION OF BLOCK E AND LOT TWO OF BLOCK F OF STURDEVANT’S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

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

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

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

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

That the attached Purchase Agreement for property at 306 East 8th Street South be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **306 East 8th Street South**, is made on or as of the 16th day of June, 2025, by and between the City of Newton, Iowa (hereinafter "City"), and Jeffrey Paul Homes, LLC, 2310 SE Delaware Avenue, Ste. G #288, Ankeny, Iowa 50021 (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of One-thousand five-hundred Dollars (\$1,500.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

306 East 8th Street South, legally described as: LOT TWO OF EASTSIDE (AS APPEARS IN PLAT BOOK D ON PAGES 105 AND 106 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY) EXCEPT THE FOLLOWING DESCRIBED TRACT, TO WIT: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT TWO OF EASTSIDE AND RUN THENCE WEST 50 FEET 2 INCHES, THENCE NORTH 92 FEET, THENCE EAST 20 FEET 2 INCHES, THENCE NORTH 63 FEET, THENCE EAST 30 FEET, AND RUN THENCE SOUTH 155 FEET TO THE PLACE OF BEGINNING; ALL BEING IN THE SUBDIVISION OF BLOCK E AND LOT TWO OF BLOCK F OF STURDEVANT'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

SECTION 5. CONVEYANCE OF PROPERTY.

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

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal

counsel, Caldwell, Bierly, Chalupa PLLC, 211 1st Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

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

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

- a) Construction of at least a two- family attached home with a building valuation of at least \$350,000 and substantially similar to image shown in "Attachment A" of this agreement, which meets all adopted applicable codes for the City of Newton and State of Iowa within 2 years of the date of transfer of the property.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

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

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

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

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

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

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

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

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

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

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

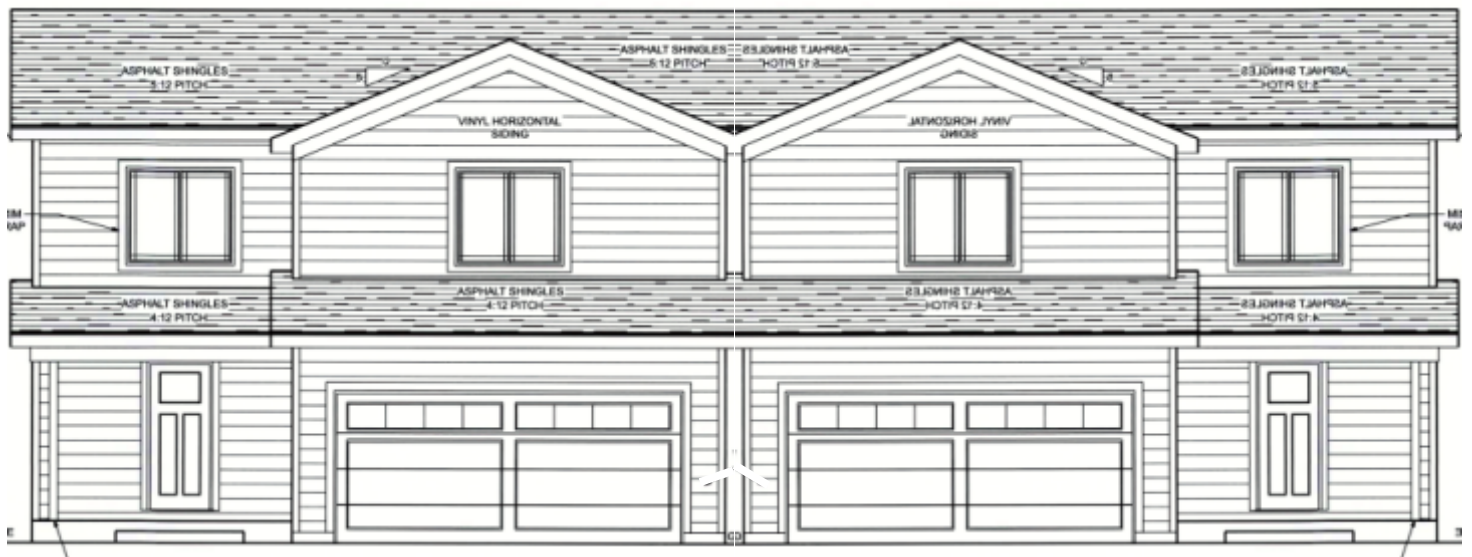
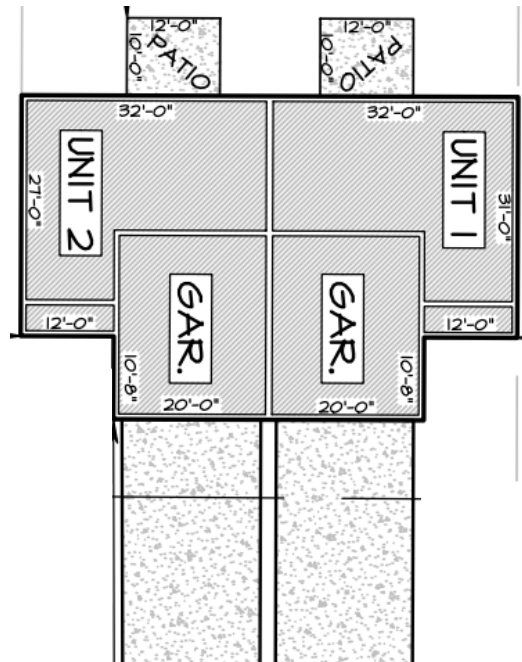
PURCHASER:

By: _____

Jeff Davis
Jeffrey Paul Homes, LLC

ATTACHMENT A. Property Improvements

Two Family Attached Home a building footprint and elevation substantially similar to as follows:



City of Newton Council Report

**Item:**

Public Hearing on a Resolution awarding N.E. Pump Station Improvements Contract to WRH Inc.

Summary:

awarding contract for N.E. Pump Station Improvements

Financial Impact:

\$339,000.00 utilizing Water Pollution Control Enterprise Funds.

Report Number: 2025-714

Date:

June 16, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

The Northeast Pump Station, constructed in 1999 to serve the Northeast Service Area with relatively low initial flow rates, was designed as a wet well/dry well type facility with future growth in mind. It includes two relatively small vertical, centrifugal solids handling pumps—one operating under normal conditions and the other serving as a standby unit. The station is also equipped with a grinder on the influent sewer and a diesel-powered backup generator. From its inception, the station was designed to be easily expandable to accommodate anticipated increases in demand as the service area developed.

Recent and ongoing development in the Northeast Service Area, including Arbor Estates and potential new development within the Industrial Area, has accelerated the need for expanded pumping capacity. In anticipation of this growth, an upgrade to the NE Pump Station was identified in the FY24 through FY29 Capital Improvements Plan (CIP). Funding for both design and construction was included in the FY25 operating budget.

Planned improvements at the Northeast Pump Station include the removal of the existing grinder and the installation of a higher-capacity unit with advanced control systems. The project also calls for the addition of a third pump, equipped with a variable frequency drive (VFD) and capable of handling flows between 800 and 900 gallons per minute. To support this new equipment, associated upgrades will include the installation of new piping, electrical infrastructure, and updated control systems.

The project was advertised in accordance with the City's procurement policies. Multiple qualified contractors were invited to bid, and WRH Inc. submitted the lowest responsive and responsible bid in the amount of \$339,000.00.

Recommendation:

Awarding the contract for construction services for the Northeast (N.E.) Pump Station Improvements Project to WRH Inc. of South Amana, Iowa, in the amount of \$339,000.00, utilizing Water Pollution Control Enterprise Funds to fund this project.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION AWARDING N.E. PUMP STATION IMPROVEMENTS
CONTRACT TO WRH INC.**

WHEREAS, The Northeast Pump Station, constructed in 1999 to serve the Northeast Service Area with relatively low initial flow rates, was designed as a wet well/dry well type facility with future growth in mind. It includes two relatively small vertical, centrifugal solids handling pumps—one operating under normal conditions and the other serving as a standby unit; and

WHEREAS, from its inception, the station was designed to be easily expandable to accommodate anticipated increases in demand as the service area developed; and

WHEREAS, recent and ongoing development in the Northeast Service Area, including Arbor Estates and potential new development within the Industrial Area, has accelerated the need for expanded pumping capacity; and

WHEREAS, in anticipation of this growth, an upgrade to the NE Pump Station was identified in the FY24 through FY29 Capital Improvements Plan (CIP). Funding for both design and construction was included in the FY25 operating budget; and

WHEREAS, planned improvements at the Northeast Pump Station include the removal of the existing grinder and the installation of a higher-capacity unit with advanced control systems. The project also calls for the addition of a third pump, equipped with a variable frequency drive (VFD) and capable of handling flows between 800 and 900 gallons per minute. To support this new equipment, associated upgrades will include the installation of new piping, electrical infrastructure, and updated control systems; and

WHEREAS, the project was advertised in accordance with the City's procurement policies. Multiple qualified contractors were invited to bid, and WRH Inc. submitted the lowest responsive and responsible bid in the amount of \$339,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, the contract for construction services for the Northeast (N.E.) Pump Station Improvements Project be awarded to WRH Inc. of South Amana, Iowa, in the amount of \$339,000.00, utilizing Water Pollution Control Enterprise Funds to fund this project.

PASSED this _____ day of June 2025.

APPROVED this _____ day of June 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Strand Associates, Inc.®
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

June 4, 2025

Mayor Evelyn George
City of Newton
101 West 4th Street South
Newton, IA 50208

Re: Northeast Pump Station Improvements
Contract 1-2025
City of Newton, Iowa

Honorable Mayor and City Council Members:

Bids for the above-referenced Project were opened on June 3, 2025. Four Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$339,900 was less than ENGINEER's opinion of probable construction cost of \$350,000.

WRH, Inc. of South Amana, Iowa, was the apparent low Bidder at \$339,900. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with WRH, Inc. on recent projects for the Cities of Marshalltown and Ankeny, Iowa. For those projects, the owners determined WRH, Inc. to be responsible.

If you determine that WRH, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Steve A. Van Dyke, P.E.

Enclosure

Bids Received: 2 P.M.
June 3, 2025

STRAND ASSOCIATES, INC.®
414 South 17th Street
Suite 107
Ames, IA 50010

CITY OF NEWTON
NEWTON, IOWA
NORTHEAST PUMP STATION IMPROVEMENTS
CONTRACT 1-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid
Engineer's Opinion of Probable Construction Cost	NA	NA	\$350,000
WRH, Inc. 1648 T Avenue South Amana, IA 52334	5%	NA	\$339,900
Minturn, Inc. 144 West Front Street Brooklyn, IA 52211	5%	NA	\$345,400
Shank Constructors, Inc. 3501 85th Avenue North Brooklyn Park, MN 55443	5%	NA	\$359,900
On Track Construction, LLC 1435 West F Avenue Nevada, IA 50201	5%	NA	\$399,500

Reviewed by: 

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance repealing Ordinance #2443 and amending the Code of Ordinances, City of Newton, Iowa, 2025, Title V, Chapter 54 Waterworks, Section 54.19 Fee Schedule by Adding or Deleting

Summary:

amending Waterworks Fee Schedule

Financial Impact:

Estimated \$1.9M annual increase in Water Revenue Funds

Report Number: 2025-570**Date:**

June 16, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

In September 2022, the citizens of Newton voted to place the governance of the municipal waterworks under the authority of the Newton City Council. Since that time, city staff and council have worked diligently to increase operational efficiency, improve transparency, and implement a proactive approach to managing the city's water infrastructure.

As part of this ongoing effort, the city has begun investing in critical infrastructure upgrades necessary to maintain a safe and reliable water system. Many components of the system have reached or exceeded their intended lifespan, and timely improvements are essential to avoid service disruptions and higher emergency repair costs.

In addition to the cost of infrastructure improvements, inflation has significantly impacted the cost of chemicals, materials, equipment, and labor required to operate and maintain the system. These economic pressures have increased the financial demands on the water utility.

Furthermore, it is important to note that water rates in Newton have not been adjusted in over six years. During this period, operational costs have dramatically risen, while revenues have remained static. To continue providing high-quality service and to maintain financial sustainability, a rate adjustment is now both prudent and necessary.

Rate Adjustment Proposal – Impact on Newton Water Customers are as follows:

Fiscal Year 2026 (FY26)

- Minimum Usage Customers: Newton residential customers using the monthly minimum (Base) 200 cubic feet (cu. ft.) amount will see an increase of \$3.44 per month.
- Excess Usage Customers: For residential and commercial customers using more than the (Base) monthly minimum, the (Volume) rate per 100 cu. ft. will increase by \$0.86

Fiscal Year 2027 (FY27)

- Minimum Usage Customers: Newton residential customers using the monthly minimum (Base) 200 cubic feet (cu. ft.) amount will see an increase of \$1.49 per month.
- Excess Usage Customers: For residential and commercial customers using more than the (Base) monthly minimum, the (Volume) rate per 100 cu. ft. will increase by \$0.37

Proposed wholesale water rates to IRUA, per agreed upon terms of Settlement Agreement and Fifth modification of the Newton Waterworks and Iowa Regional Utilities Association (IRUA) Water Purchase Contract include:

- Repeal of Ordinance #2443, adopted by City Council in May 2024.
- Fifth Modification extending the contract for 20 years from date of execution
- Establishing new Minimum and Maximum monthly volumes
- Setting new rates, as per agreed upon terms of settlement agreement FY25 – FY27
- Future rate adjustments (FY28 onwards) will be adjusted based on percentage changes in Newton Residential water rates

Recommendation:

Council approve the proposed water rate fee schedule to ensure the continued provision of essential water services to Newton Waterworks customers

A handwritten signature in black ink, appearing to read "Matt Muckler", written in a cursive style.

Matt Muckler, City Administrator

ORDINANCE REPEALING ORDINANCE #2443 AND AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025, TITLE V, CHAPTER 54 WATERWORKS, SECTION 54.19 FEE SCHEDULE BY ADDING OR DELETING

WHEREAS, In September 2022, the citizens of Newton voted to place the governance of the municipal waterworks under the authority of the Newton City Council. Since that time, city staff and council have worked diligently to increase operational efficiency, improve transparency, and implement a proactive approach to managing the city’s water infrastructure; and

WHEREAS, as part of this ongoing effort, the city has begun investing in critical infrastructure upgrades necessary to maintain a safe and reliable water system. Many components of the system have reached or exceeded their intended lifespan, and timely improvements are essential to avoid service disruptions and higher emergency repair costs; and

WHEREAS, in addition to the cost of infrastructure improvements, inflation has significantly impacted the cost of chemicals, materials, equipment, and labor required to operate and maintain the system. These economic pressures have increased the financial demands on the water utility; and

WHEREAS, Furthermore, it is important to note that water rates in Newton have not been adjusted in over six years. During this period, operational costs have dramatically risen, while revenues have remained static. To continue providing high-quality service and to maintain financial sustainability, a rate adjustment is now both prudent and necessary; and

WHEREAS, proposed changes to the fee schedule are as follows;

NEWTON WATERWORKS RATE SCHEDULE				
Water Rates - Inside City Limits				
	2019 Rates	FY26	FY27	
Residential	\$ 11.45	\$ 14.89	\$ 16.37	Minimum, 0-200 cubic Foot (cu ft)
	\$ 2.87	\$ 3.73	\$ 4.10	Each 100 cu ft after first 200 cu ft
	-	-	-	
Commercial	\$ 11.45	\$ 14.89	\$ 16.37	Minimum, 5/8" to 1.5" Meter
	\$ 12.80	\$ 16.64	\$ 18.30	Minimum, 2" Meter
	\$ 39.76	\$ 51.69	\$ 56.86	Minimum, 3" Meter
	\$ 49.75	\$ 64.68	\$ 71.14	Minimum, 4" Meter
	\$ 73.05	\$ 94.97	\$ 104.46	Minimum, 6" Meter
	\$ 99.68	\$ 129.58	\$ 142.54	Minimum, 8" Meter
	\$ 2.87	\$ 3.73	\$ 4.10	Each 100 cu ft
Water Rates - Outside City Limits				
Residential	\$ 14.31	\$ 18.60	\$ 20.46	Minimum, 0-200 cubic foot (cu ft)
	\$ 3.59	\$ 4.67	\$ 5.13	Each 100 cu ft after first 200 cu ft
Commercial	\$ 14.31	\$ 18.60	\$ 20.46	Minimum, 5/8" to 1.5" Meter
	\$ 16.00	\$ 20.80	\$ 22.88	Minimum, 2" Meter
	\$ 49.70	\$ 64.61	\$ 71.07	Minimum, 3" Meter
	\$ 62.19	\$ 80.85	\$ 88.93	Minimum, 4" Meter
	\$ 91.30	\$ 118.69	\$ 130.56	Minimum, 6" Meter
	\$ 124.59	\$ 161.97	\$ 178.16	Minimum, 8" Meter
	\$ 3.59	\$ 4.67	\$ 5.13	Each 100 cu ft

Ordinance #2443

Iowa Regional Utilities Association (IRUA)	\$301,630 (\$9.73/1,000 gallons)	Monthly Minimum, 0 – 31,000,000 gallons
Effective July 1, 2024	\$9.73/1,000 gallons	next 14,000,000 gallons
	\$9.79/1,000 gallons	next 48,000,000 gallons
	\$304,110 (\$3.27/1,000 gallons)	Monthly Minimum, 93,000,000 gallons
	\$3.34/1,000 gallons	All over 93,000,000 gallons
	\$3.43/1,000 gallons	All over peak usage of 3,500,000 gallons per day. (Only in the event that the 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, etc.), the City of Newton will review that situation.		
Iowa Regional Utilities Association (IRUA)		
Effective July 1, 2025	\$316,510 (\$10.21/1,000 gallons)	Monthly Minimum, 0 – 31,000,000 gallons
	\$10.21/1,000 gallons	next 14,000,000 gallons
	\$10.27/1,000 gallons	next 48,000,000 gallons
	\$318,990 (\$3.43/1,000 gallons)	Monthly Minimum, 93,000,000 gallons
	\$3.50/1,000 gallons	All over 93,000,000 gallons
	\$3.60/1,000 gallons	All over peak usage of 3,500,000 gallons per day. (Only in the event that the 93 MG/Month Minimum is Reached. Otherwise, \$10.40/1,000 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, etc.), the City of Newton will review that situation.		

Iowa Regional Utilities Association (IRUA)		
<u>Effective July 1, 2024 - December 31, 2024</u>	<u>\$1.39/1,000 gallons</u>	<u>31,000,000 gallons, Monthly Minimum</u>
<u>Effective January 1, 2025 - April 30, 2025</u>	<u>\$2.56/1,000 gallons</u>	<u>31,000,000 gallons, Monthly Minimum</u>
<u>Effective May 1, 2025 - June 30, 2026</u>	<u>\$2.59/1,000 gallons</u>	<u>75,000,000 gallons Monthly Minimum - 100,000,000 gallons, Monthly Maximum</u>
<u>Effective July 1, 2026 - June 30, 2027</u>	<u>\$2.76/1,000 gallons</u>	<u>75,000,000 gallons Monthly Minimum - 100,000,000 gallons, Monthly Maximum</u>
<u>All rate increases after June 30, 2027, shall be, in percentage terms, equal to, or less than, those applied to Newton residential customers, for the term of the contract.</u>		
<u>Any usage exceeding the allotted monthly maximum will be charged at twice the prevailing rate at that time</u>		

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 54.19, 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 July 1, 2025.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

(SEAL)

Evelyn George, Mayor

ATTEST:

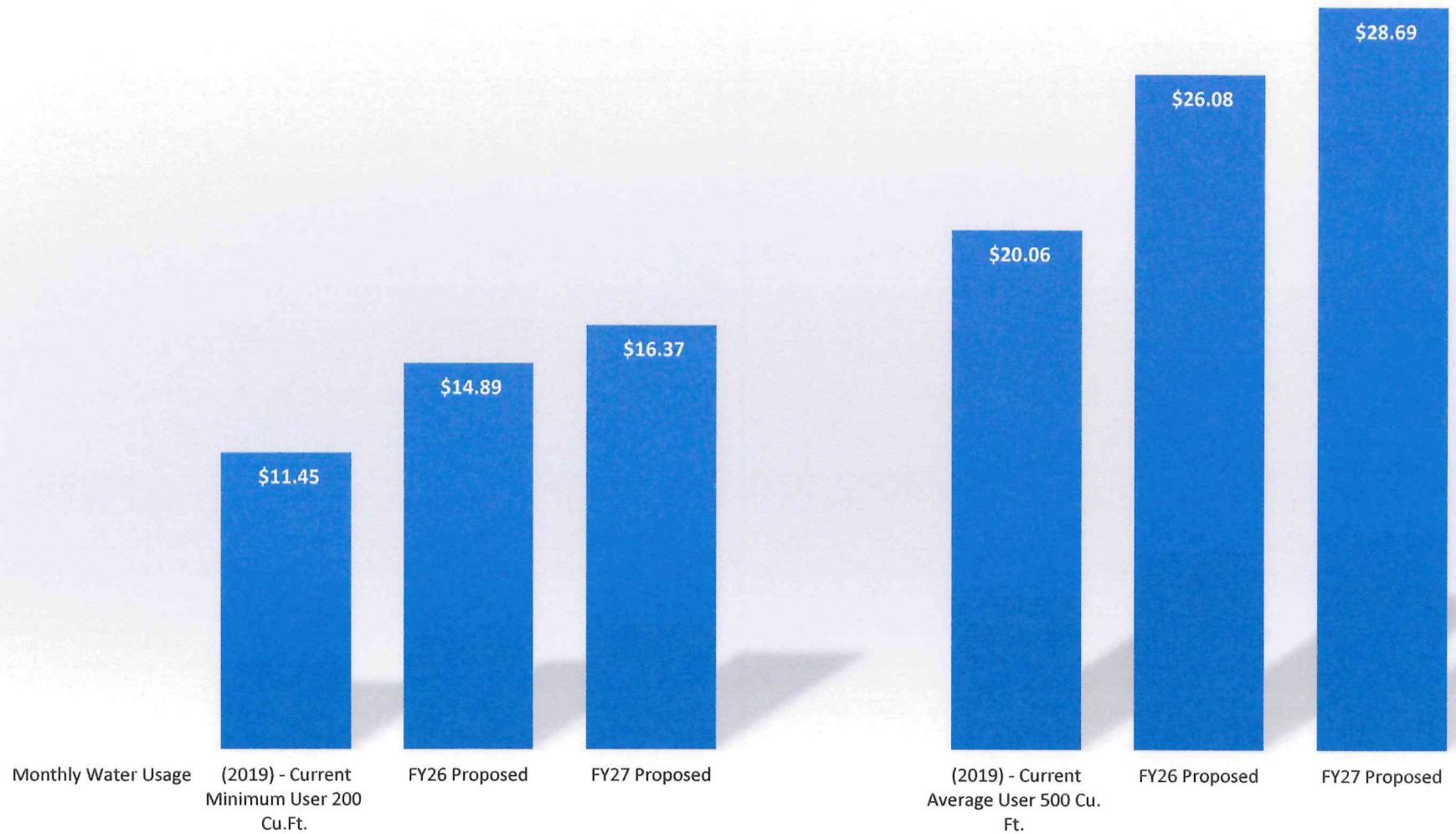
Katrina Davis, City Clerk

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.

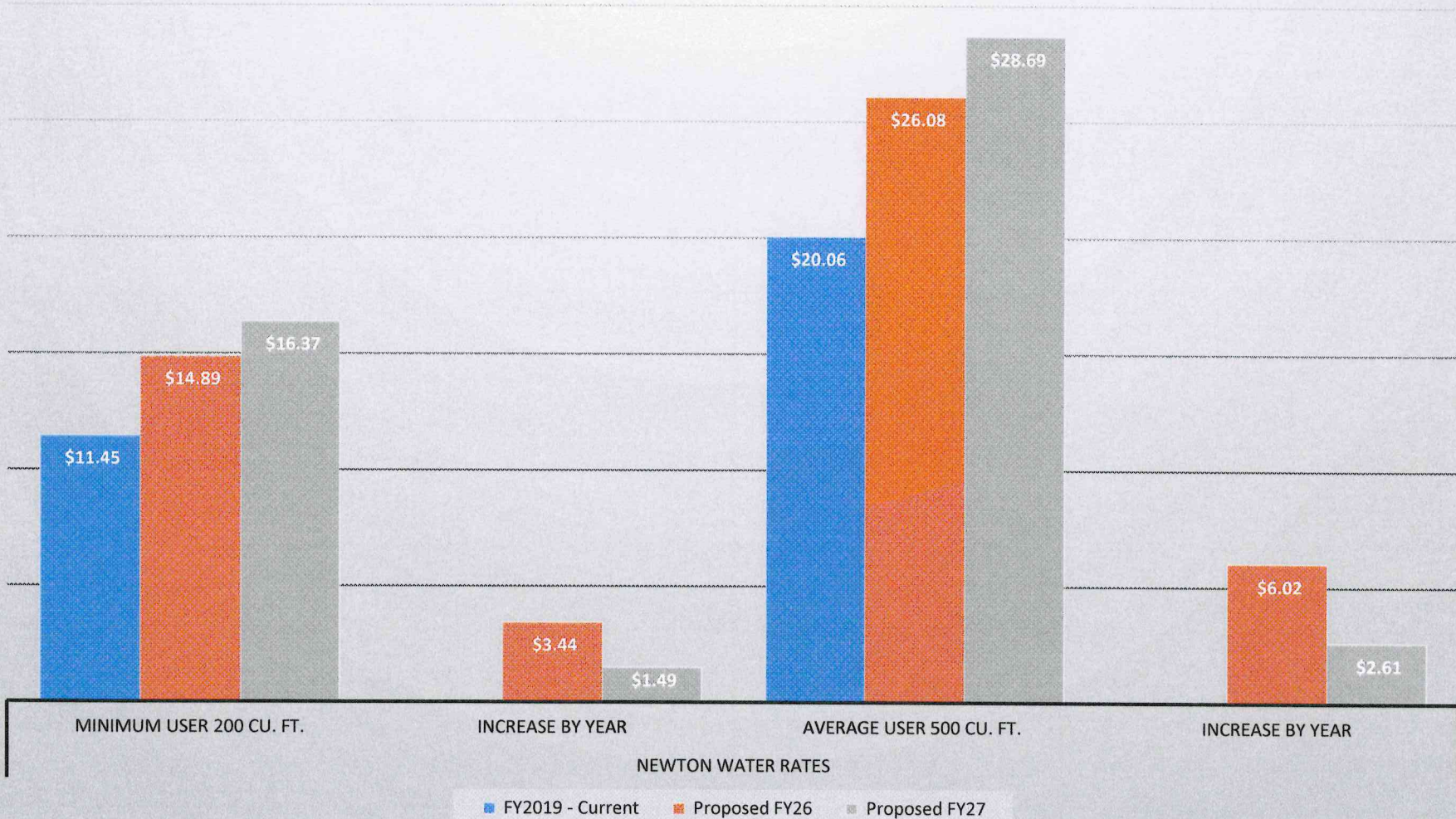
Dated this _____ day of _____, 2025.

Katrina Davis, City Clerk

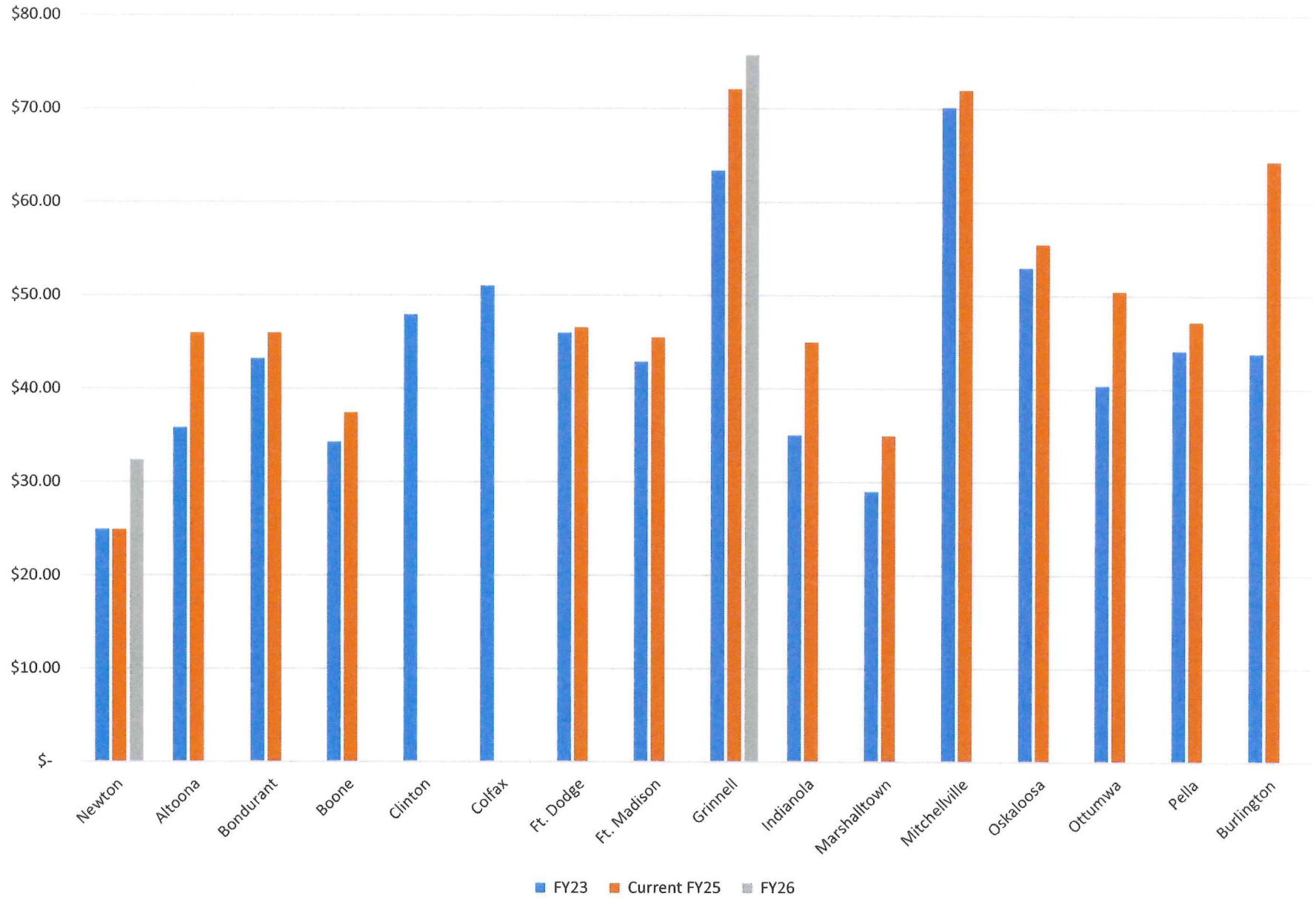
Proposed Water Rate By Minimum & Average User FY26 & FY27



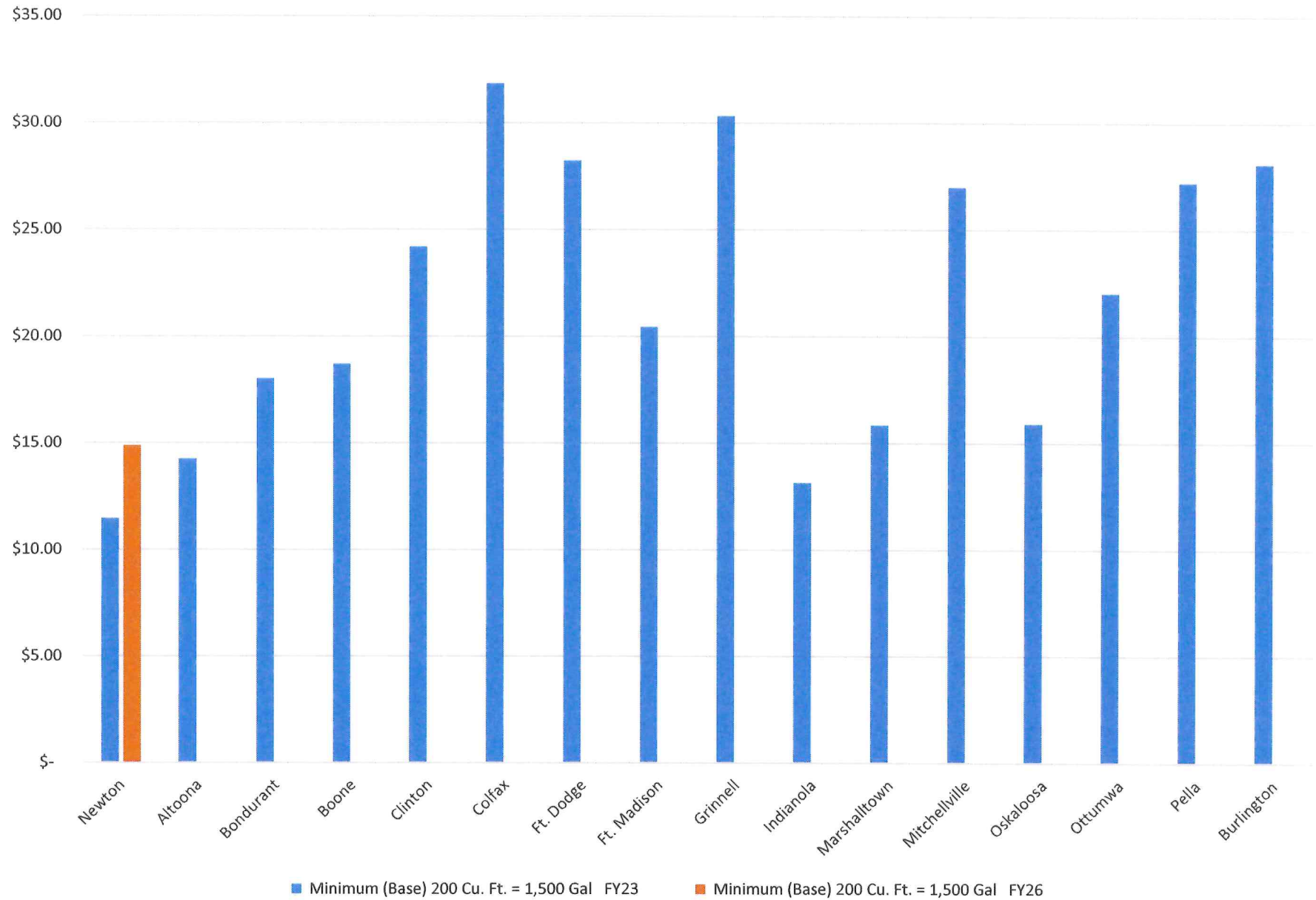
Newton Water Proposed Increases FY26 & FY27 By Monthly Minimum & Average users



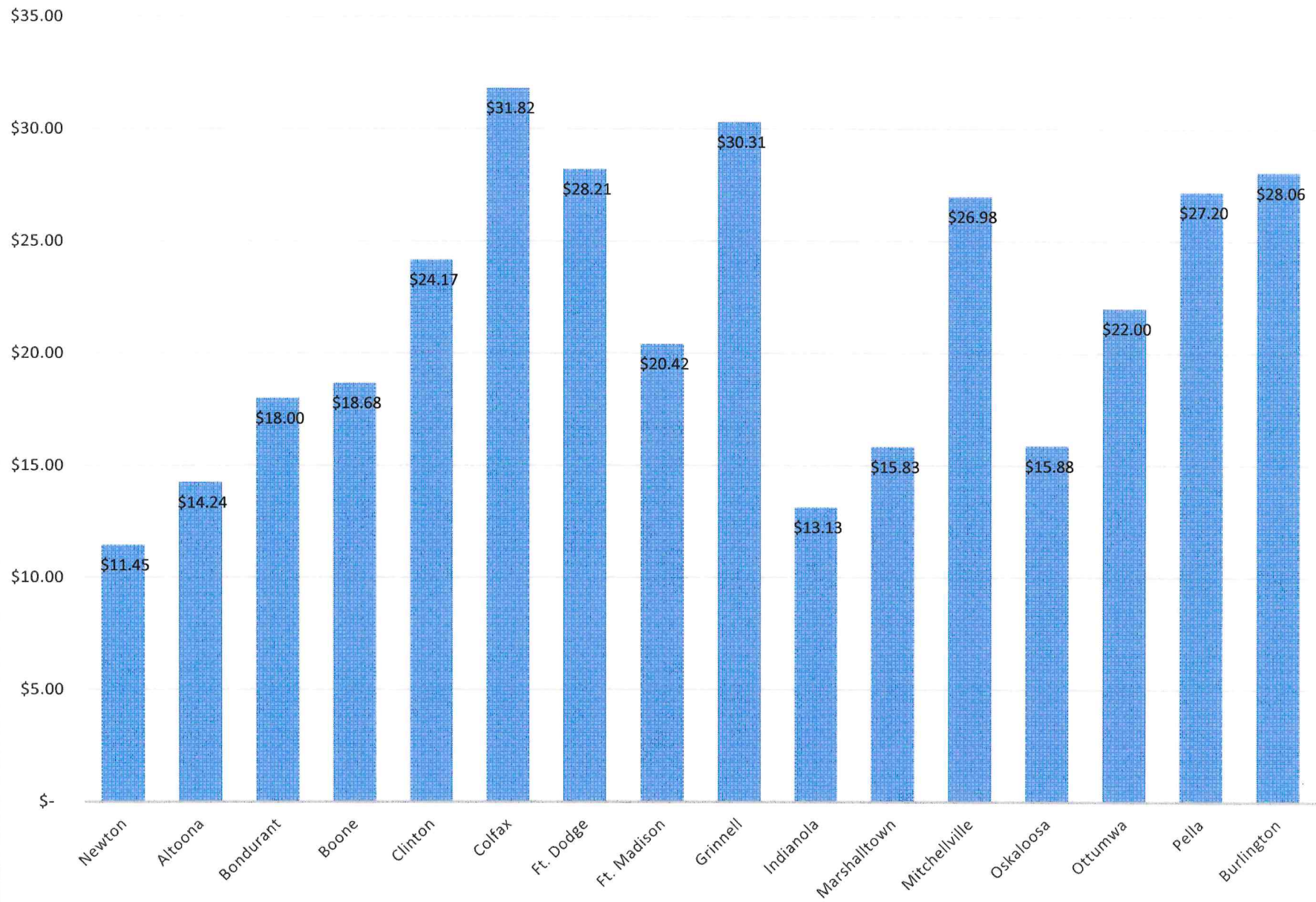
5,000 Gallon Comparison



Proposed FY26 Min. (Base) vs. FY23 Comps



Minimum (Base) 200 Cu. Ft. = 1,500 Gal FY23



City of Newton Council Report

**Item:**

First Consideration of an Ordinance Amending Title 13, Chapter 135 of the Newton Code of Ordinances, "Fireworks"

Summary:

Amend City Ordinance to comply with new state law SF303

Financial Impact:

N/A

Report Number: 2025-679**Date:**

June 16, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

Governor Reynolds signed SF303 on May 19, 2025, relating to county and city regulation of consumer fireworks. The new Iowa law prohibits county and city governments from prohibiting or limiting consumer fireworks use on July 3, 4, and December 31. The current City Code prohibits the use of consumer fireworks at all times, except July 4th from 8:00PM - 11:00PM. The proposed ordinance amends the City's fireworks language to comply with SF303. Consumer fireworks will now be allowed on July 3 and 4 from 9:00AM - 11:00PM and on December 31st between the hours of 9:00AM on December 31 and 12:30AM on the immediately following day.

Recommendation:

Approve.

Matt Muckler, City Administrator

ORDINANCE NO. ____

ORDINANCE AMENDING TITLE 13, CHAPTER 135 OF THE NEWTON CODE OF ORDINANCES, "FIREWORKS"

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Newton, Iowa as follows:

SECTION 1. The Code of Ordinances of the City of Newton, Iowa, is hereby by adding or deleting the following:

§ 135.05 FIREWORKS; DISCHARGING GENERAL REQUIREMENTS.

- (A) No person under the age of 18 shall discharge a DOT 1.4 class consumer firework without parental supervision.
- (B) A person shall only discharge a consumer fireworks device on real property they own or on property where consent has been given. Novelties, including snakes, sparklers, or caps, can be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.
- (C) Consumer fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.
- (D) Any person discharging a consumer fireworks device assumes all responsibility for its operation and the consequences thereof. No person shall discharge a consumer fireworks device in a reckless manner or manner likely to cause death, injury, fire, or property damage.
- (E) No person shall discharge a consumer fireworks device outside the following dates and hours:
- (1) Between the hours of ~~8:00 p.m.~~ 9:00 a.m. and 11:00 p.m. on July 3 and 4 ~~and between the hours of 9:00 a.m. on December 31 and 12:30 a.m. on the immediately following day.~~ In the event the city display fireworks are rescheduled for another date due to weather or other proclaimed reason, consumer fireworks discharge will be allowed during the same hours set above for that specified day only.
- (F) It shall be unlawful to alter, remove, or discharge components of a consumer fireworks device from its intended method of discharging.
- (G) Sky lantern open flame devices are not permitted to be released within the city limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.
- (H) Use of display fireworks prohibited. It is unlawful for any person to use or explode display fireworks within the city limits, provided the city may, upon application in writing, grant a permit for the use of display fireworks by a city agency, fair associations, amusement parks and other organizations or groups of individuals approved by city authorities when such fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the city evidence of insurance in the following amounts:
- (1) Personal injury: \$500,000 per person;
- (2) Property damage: \$100,000;
- (3) Total exposure: \$2,000,000.
- (I) Any person who violates any this provision of this section shall be guilty of a simple misdemeanor, punishable by a fine of not less than \$400.
- (J) No person shall discharge consumer fireworks greater than one inch in diameter for aerial fireworks or that exceed a total of 250 grams of powder for multiple tube devices (cake fireworks).
- (K) No person shall discharge or use novelty or consumer fireworks when the State Fire Marshal has issued a burn ban for the fire district pursuant to Iowa Code § 100.40.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance 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 this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and 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:**

Resolution renewing Bing Bang as the agency of record for Marketing & Advertising Agency Services

Summary:

City staff recommends renewing our agreement with Bing Bang for FY26. Over the past year, Bing Bang has delivered high-quality content and strategic marketing that supports Newton's goals of promoting our community and driving economic growth. This renewal allows us to build on the progress made and continue elevating the "Get to Know Newton" brand.

Financial Impact:

\$73,900 from the approved FY26 marketing budget.

Report Number: 2025-632

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

In May 2024, City Council approved an agreement with Bing Bang as our new agency of record after a competitive RFQ process. The firm was selected for its deep understanding of community development, marketing strategy, and content storytelling. The agreement included a one-time cost of \$45,820 from the FY24 budget and a monthly retainer of \$3,825 for FY25 (totaling \$91,720). The partnership resulted in a significant increase in deliverables and visibility for Newton through strategic video storytelling, a dedicated *"Get to Know Newton"* website, and coordinated digital outreach.

The current agreement concludes on June 30, 2025. Based on successful collaboration and measurable deliverables that align with our city's brand, staff recommends renewing the agreement for FY26.

Scope of Services for FY26:

Under the renewed agreement, Bing Bang will provide:

- Storytelling Videos (\$47,300): Eight new long-form pieces to continue highlighting the people, values, and identity of Newton.
- Social Reels (\$6,650): A new set of 12 short-form social media videos designed to increase reach and engagement.
- Creative Strategy Sessions (\$5,250): Two strategic planning sessions to refine messaging and support future grant applications.
- Project & Account Management (\$8,400): Continued oversight and coordination to ensure consistent branding and timely execution.
- Website Hosting & SEO Optimization (\$6,300): Maintenance and upgrades to our campaign site, improving visibility and performance.

Total contract cost: \$73,900 for FY26, funded from the marketing budget. Any media placements will still require separate Council approval.

Bing Bang has demonstrated their value as a strategic partner. Their work has increased awareness of Newton's strengths, advanced our long-term marketing vision, and supported alignment with the State Tourism Office and Envision Newton 2042 Comprehensive Plan.

The continuity of this partnership ensures brand consistency, strategic growth, and increased efficiency in producing high-impact marketing content. Renewing this agreement allows the City to maintain momentum and deliver high-quality engagement with current and potential residents, businesses, and visitors.

Recommendation:

Sraff recommends Council approve the resolution renewing the agreement with Bing Bang for Marketing & Advertising Agency Services for FY26.

A handwritten signature in black ink, appearing to read "Matt Muckler", written in a cursive style.

Matt Muckler, City Administrator

RESOLUTION NO. 2025- _____

**RESOLUTION RENEWING BING BANG AS THE AGENCY OF RECORD FOR
MARKETING & ADVERTISING AGENCY SERVICES.**

WHEREAS, the City’s Envision Newton 2042 Comprehensive Plan contains a vision statement that invites visitors, businesses and residents to experience Newton’s authentic, small-town charm and big city amenities, and

WHEREAS, the Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole, and

WHEREAS, Bing Bang is an award-winning marketing agency known for assisting its clients to share their story through the power of strategy, content creation and digital, and

WHEREAS, Bing Bang provided full-service marketing and advertising services in FY25 that assisted City Staff with all aspects of marketing and advertising Newton in line with the City’s Comprehensive Plan, and

WHEREAS, the Community Marketing Manager will continue to work closely with Bing Bang for content creation, media buying, video production, and agency representation,

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution authorizes City Staff to retain Bing Bang for marketing & advertising agency service \$73,900 for FY26, funded from the marketing budget billed monthly from July 1, 2025 – June 30, 2026 from FY26 budgeted Hotel/Motel tax funds and TIF funds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON MARKETING & ADVERTISING MANAGEMENT SERVICES

This agreement outlines the marketing management services retained by the City of Newton, Iowa from Bing Bang on July 1, 2025 for agency of record status, creative services and media buying. This agreement shall remain in effect until June 30, 2026; with the intent that discussion on renewal of the agreement to begin 90-days prior to the expiration.

Bing Bang has provided the following scope of services and pricing; each service includes a brief explanation.

Website Optimization + Hosting/Maintenance\$6,300

This project provides reliable website hosting, regular maintenance, and timely plugin renewals to keep the site secure and functioning smoothly. It also includes entry-level SEO work, content updates, and enhancements to improve user experience and ensure information stays current. With secure hosting, ongoing support, basic SEO optimization, and regular content updates, we ensure your website remains fast, secure, and engaging for visitors.

Marketing Director/Account + Project Management\$8,400

This service/project ensures seamless execution of your marketing initiatives by aligning strategy, communication, and execution. We act as an extension of your team, managing timelines, coordinating stakeholders, and ensuring all efforts stay on-brand and on-target. From overseeing campaigns to streamlining workflows, we provide the structure and strategic oversight needed to keep projects moving efficiently while maintaining a high level of creativity and impact.

Creative Strategy Sessions.....\$5,250

Our two (2) Creative Strategy Sessions align your brand's vision with a cohesive content strategy to ensure consistency and growth. With most content planned, we refine messaging, strengthen brand advocacy, and ensure alignment with your goals. By collaborating with your team, we fine-tune storytelling and create a strategic framework that maximizes engagement across social media, web, and video as well as help gather information needed for applying for marketing grants, such as the Iowa Tourism Grant.

Storytelling Pieces.....\$47,300

Build on the strong momentum of our first eight storytelling pieces, with eight more storytelling pieces. These videos go beyond the shorter Business Spotlight series, offering a more in-depth and immersive look at the stories behind the people shaping Newton. By capturing their journeys, challenges, and contributions, this series continues to highlight the heart of the community and the individuals driving its success. With the proven impact of the first year's campaign, we aim to further engage the audience and strengthen connections through these compelling narratives.

Social Reels.....\$6,650

We're continuing our dynamic social reel series with 12 new short-form videos designed to showcase the people, places, and events that make the city unique. These reels will highlight key aspects of the community, from local businesses and inspiring individuals to exciting events and everyday moments that bring the city to life. In addition to telling new stories, these reels will also serve as engaging social content for our long-form videos, ensuring the narratives we create reach a wider audience in fresh and impactful ways. By repurposing content into bite-sized, shareable reels, we can maximize visibility and engagement across social platforms.

This agreement between the City of Newton and Bing Bang comes to a total of **\$73,900** for the Fiscal Year starting July 1, 2025 through June 30, 2026. Any media placements made will be presented to City council on a project basis for approval prior to start and be paid on top of the monthly retainer.

Signed: _____

Bing Bang

Printed Name: _____

Date: _____

Signed: _____

City of Newton

Printed Name: _____

Date: _____

CITY OF NEWTON MARKETING & ADVERTISING MANAGEMENT SERVICES

This agreement outlines the marketing management services retained by the City of Newton, Iowa from Bing Bang on July 1, 2025 for agency of record status, creative services and media buying. This agreement shall remain in effect until June 30, 2026; with the intent that discussion on renewal of the agreement to begin 90-days prior to the expiration.

Bing Bang has provided the following scope of services and pricing; each service includes a brief explanation.

Website Optimization + Hosting/Maintenance\$6,300

This project provides reliable website hosting, regular maintenance, and timely plugin renewals to keep the site secure and functioning smoothly. It also includes entry-level SEO work, content updates, and enhancements to improve user experience and ensure information stays current. With secure hosting, ongoing support, basic SEO optimization, and regular content updates, we ensure your website remains fast, secure, and engaging for visitors.

Marketing Director/Account + Project Management\$8,400

This service/project ensures seamless execution of your marketing initiatives by aligning strategy, communication, and execution. We act as an extension of your team, managing timelines, coordinating stakeholders, and ensuring all efforts stay on-brand and on-target. From overseeing campaigns to streamlining workflows, we provide the structure and strategic oversight needed to keep projects moving efficiently while maintaining a high level of creativity and impact.

Creative Strategy Sessions\$5,250

Our two (2) Creative Strategy Sessions align your brand's vision with a cohesive content strategy to ensure consistency and growth. With most content planned, we refine messaging, strengthen brand advocacy, and ensure alignment with your goals. By collaborating with your team, we fine-tune storytelling and create a strategic framework that maximizes engagement across social media, web, and video as well as help gather information needed for applying for marketing grants, such as the Iowa Tourism Grant.

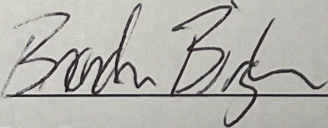
Storytelling Pieces\$47,300

Build on the strong momentum of our first eight storytelling pieces, with eight more storytelling pieces. These videos go beyond the shorter Business Spotlight series, offering a more in-depth and immersive look at the stories behind the people shaping Newton. By capturing their journeys, challenges, and contributions, this series continues to highlight the heart of the community and the individuals driving its success. With the proven impact of the first year's campaign, we aim to further engage the audience and strengthen connections through these compelling narratives.

Social Reels\$6,650

We're continuing our dynamic social reel series with 12 new short-form videos designed to showcase the people, places, and events that make the city unique. These reels will highlight key aspects of the community, from local businesses and inspiring individuals to exciting events and everyday moments that bring the city to life. In addition to telling new stories, these reels will also serve as engaging social content for our long-form videos, ensuring the narratives we create reach a wider audience in fresh and impactful ways. By repurposing content into bite-sized, shareable reels, we can maximize visibility and engagement across social platforms.

This agreement between the City of Newton and Bing Bang comes to a total of **\$73,900** for the Fiscal Year starting July 1, 2025 through June 30, 2026. Any media placements made will be presented to City council on a project basis for approval prior to start and be paid on top of the monthly retainer.

Signed: 
Bing Bang

Printed Name: Brandon Bingham

Date: 6/9/25

Signed: _____
City of Newton

Printed Name: _____

Date: _____

City of Newton Council Report

**Item:**

Resolution approving the purchase of 209 South 15th Avenue West for the Dangerous and Dilapidated Program

Summary:

Purchase of property for D&D program

Financial Impact:

\$19,900 of D&D Funds

Report Number: 2025-683**Date:**

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

On May 27, 2025, the City's contract building inspector visited the property and found it to be dilapidated, unsafe, and uninhabitable. Extreme hoarding conditions were present and excessive fire loads were in every room.

Following this inspection, City staff reached out to the property owner, who has a number of serious challenges. As part of the process, the City has helped the individual connect with local low-mod income rental housing providers and with Central Iowa Regional Housing Authority for housing assistance.

The property is situated adjacent and to the east of an "L" shaped property that is currently owned by the City. To date, redevelopment of that city parcel has not occurred. If the City were to acquire and demolish the structures at 209 South 15th Avenue West, the property will likely become a more desirable redevelopment lot due to an improved footprint and removal of nearby blight. A purchase price of \$19,900.00 for the property has been negotiated. The negotiated purchase price is 41.2% of the net assessed value of the property, and is consistent with other purchases for the program in the past 10 years or so.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE OF 209 SOUTH 15TH AVENUE WEST FOR THE DANGEROUS AN DILAPIDATED PROGRAM

WHEREAS, the property located at: 209 South 15th Avenue West, legally described as:
The East 50 feet of the North Half of Lot 3, Block B, Guthrie's Subdivision of the Northwest Fractional Quarter of the Northwest Fractional Quarter of Section 3, Township 79 North, Range 19 West of the 5th P.M. in Jasper County, Iowa; is dilapidated and a nuisance to the surrounding neighborhood; and

WHEREAS, David Curtis, owner of 209 South 15th Avenue West, has agreed to sell the property to the City of Newton for a total amount of \$19,900.00 (Nineteen Thousand Nine Hundred Dollars and No Cents);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That the purchase of 209 South 15th Avenue West is hereby approved using D&D Bond Funds; and

Section 2: That the Mayor is authorized to sign the purchase agreements for said property.

PASSED this _____ day of June, 2025.

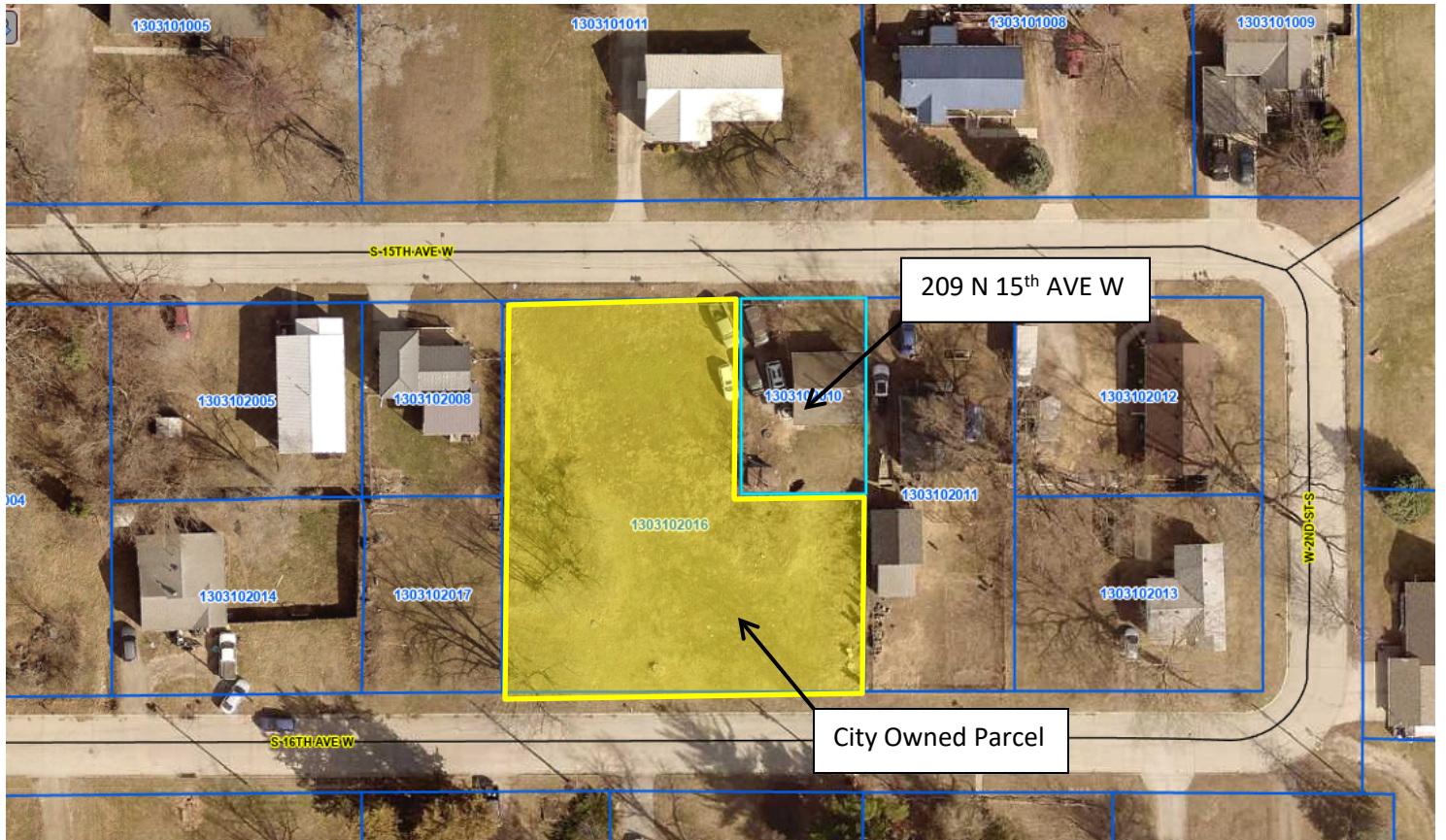
APPROVED this _____ day of June, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Location Map: 209 South 15th Avenue West





OFFER TO BUY REAL ESTATE AND ACCEPTANCE (D & D)

To: David Curtis (herein designated as "Seller").

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at 209 South 15th Avenue West in the City of Newton, Jasper County, Iowa, described as follows:

The East 50 feet of the North Half of Lot 3, Block B, Guthrie's Subdivision of the Northwest Fractional Quarter of the Northwest Fractional Quarter of Section 3, Township 79 North, Range 19 West of the 5th P.M. in Jasper County, Iowa;

together with any easements and servient estates appurtenant thereto, buildings and improvements, hereinafter collectively called "property".

1. **PURCHASE PRICE.** City offers to buy said property for the total price of **NINETEEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$19,900.00)** payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 12 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 19 herein, and immediately upon delivery of the Deed to the City.

2. **TAXES.** Seller shall pay all unpaid regular real estate taxes assessed for all prior Fiscal Years and prorated to the date of closing.

3. **SPECIAL ASSESSMENTS.** The Seller shall pay all unpaid special assessments for the property.

4. **CLOSING AND POSSESSION.** The City and the Seller agree to close the sale of the vacated property within **60** days following final approval of this offer by the City Council, or on a date mutually agreeable to the two parties. In any event, no more than 120 days following final approval of this offer by the City Council.

The Seller is responsible to deliver a continued abstract to the property. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City.

5. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property and shall have ordered the disconnection of all utilities prior to transfer of title to the City.

6. **INSURANCE.** Sellers shall maintain the existing coverage for fire, wind storm and liability insurance until title has been transferred by Sellers to the City of Newton, as evidenced by delivery of a deed to, and acceptance of a deed by the City of Newton. Risk of loss from such hazards is on the City only after transfer of title in accordance herewith.

7. **FIXTURES.** The Seller retains the right to salvage materials upon the property until transfer of title to the City.

8. ENVIRONMENTAL MATTERS.

(A). SELLERS warrant to the best of their knowledge and belief that there are no abandon wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain asbestos, or urea-formaldehyde foam insulation which require remediation under current government standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous waste or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here:_____.

(B). BUYERS may at their expense, within 30 days after the date of acceptance, obtain a report from a qualified person to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property which require remediation under current government standards, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to the BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS. Asbestos remediation, if necessary, will be the responsibility of the Buyer.

9. **ABSTRACT AND TITLE.** Seller shall provide the City with an abstract of title. It is the responsibility of the seller to continue the abstract of title. The SELLER shall pay for the costs of the abstract/abstract continuance.

10. **DEED.** Seller shall convey title by warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

11. **FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in said real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) City, in the event of the death of either Seller agrees to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller consistent with paragraph 10 above; unless and except this paragraph 11 is stricken from this agreement.

12. **APPLICATION OF PROCEEDS.** It is agreed that at the time of settlement, funds of the purchase price may be used by the City to pay Seller's obligations under this offer for taxes; other liens; the acquisition of outstanding interests, if

Seller: David Curtis

T

City of Newton Council Report

**Item:**

Resolution Approving Support from the City of Newton to Des Moines Area Community College for the Community Attraction & Tourism Grant Application for the Legacy Plaza Green Space

Summary:

Support DMACC's CAT Grant application

Financial Impact:

\$10,000.00 of funds from North Central Urban Renewal Area

Report Number: 2025-687

Date:

June 16, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Des Moines Area Community College owns a large green space adjacent to the buildings at 303-403 West 4th Street North and identified by Parcel Identification Number 0833229005.

The State of Iowa established the Community Attraction & Tourism Grant to assist projects that provide recreational, cultural, entertainment and educational attractions. The funds help communities create transformational projects that enhance the vitality of a region and the state overall.

Des Moines Area Community College has requested consideration by the Newton City Council for support of their Community Attraction & Tourism Grant Application for the Legacy Plaza Green Space located in the Newton Downtown District.

This resolution articulates the City's support of the project and provides for \$10,000 in assistance to the project. There are adequate funds within the North Central Urban Renewal Area to provide funding at this level. Funding at a higher level will put pressure on the North Central Urban Renewal Area and the ability to complete other projects within those boundaries.

Recommendation:

Staff recommends approval of the resolution supporting the CAT Grant application at the \$10,000 funding level.

Matt Muckler, City Administrator

**RESOLUTION APPROVING SUPPORT FROM THE CITY OF
NEWTON TO DES MOINES AREA COMMUNITY COLLEGE FOR THE
COMMUNITY ATTRACTION & TOURISM GRANT APPLICATION FOR
THE LEGACY PLAZA GREEN SPACE**

WHEREAS, Des Moines Area Community College owns a large green space adjacent to the buildings at 303-403 West 4th Street North and identified by Parcel Identification Number 0833229005; and

WHEREAS, the City of Newton recognizes the importance of the campus to the vitality of the community has already provided \$1.5 million in assistance to the property; and

WHEREAS, the State of Iowa established the Community Attraction & Tourism Grant to assist projects that provide recreational, cultural, entertainment and educational attractions and help communities create transformational projects that enhance the vitality of a region and the state overall; and

WHEREAS, Des Moines Area Community College has requested consideration by the Newton City Council for support of their Community Attraction & Tourism Grant Application for the Legacy Plaza Green Space located in the Newton Downtown District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City of Newton supports the development of Legacy Plaza Green Space noting that the facility aligns with the Community Vision and Strategic Objectives articulated in the comprehensive plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that the City will provide financial support in the amount of \$10,000.00 to the project using North Central Urban Renewal Area Funds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Dear Mayor George and Members of the Newton City Council,

On behalf of Des Moines Area Community College (DMACC) and the DMACC Foundation, I am writing to respectfully request the City of Newton's support for the continued development of the Legacy Plaza Greenspace through a contribution of \$50,000 toward the next phase of greenspace enhancements (pavilion and shade structures). A City financial contribution to the transformative project in the heart of Newton will demonstrate the community support for the contributions the space is and will make to the vitality of Newton.

To date, DMACC has invested \$1.4 million in redeveloping the five-acre greenspace into a vibrant, welcoming community asset. This summer, we will further enrich the space with the installation of a public sculpture valued at over \$600,000, generously donated by the Vernon Company and Vernon Family. These improvements have already begun to redefine the area as a destination for both residents and visitors.

We are now preparing to submit an application for a Community Attraction and Tourism (CAT) grant in amount of \$580,000 to support the addition of a pavilion and multiple shade structures, an additional project investment of \$2,900,000. These amenities will significantly enhance the usability and comfort of the space, enabling it to host a wider range of community events and gatherings throughout the year.

Notably, beginning in June 2025, the Newton Farmers' Market will relocate to the Legacy Plaza Greenspace. This move is expected to increase foot traffic, stimulate local commerce, and further establish the area as a hub of community activity and economic vitality.

The requirements of the CAT grant application is a resolution and contribution from the City in support of the project. As stated the Cat Grant application requires city participation and \$50,000 would greatly strengthen our chances of obtaining the Grant. Likewise, lack of City participation would greatly reduce our chances of receiving the grant and completing the critical second phase of the project. Please give this request serious consideration so this project can continue to move forward. DMACC, the City and all stakeholders can't afford to have this project stall at this point. We are committed to continue our private fundraising but to reach our goal this grant is imperative.

A \$50,000 investment from the City of Newton also demonstrates the City's commitment to enhancing quality of life and economic development in the community. The return on this investment includes:

- Increased tourism and visitor spending through events and attractions.
- Enhanced community engagement via accessible gathering spaces.
- Support for local businesses through increased foot traffic and visibility.

- Long-term economic development by positioning Newton as a progressive, livable community.

We would be honored to partner with the City in this next chapter of Legacy Plaza's evolution. Your support will help ensure that this space continues to serve as a source of pride and opportunity for Newton and its residents.

Thank you for your consideration. I would welcome the opportunity to discuss this request further at your convenience.

Warm regards,

Joe Pugel
DMACC Board President

and



Rob Denson
President/CEO

Des Moines Area Community College
rjdenson@dmacc.edu
Phone: 515-964-6638; Mobile 515-360-7911
2006 S Ankeny Blvd., Building 22, Ankeny, IA 50023

City of Newton Council Report

**Item:**

Resolution awarding the 2025 Digester Coating Project to JC Toland Painting

Summary:

Award of contract to complete the 2025 Digester Coating Project.

Financial Impact:

\$11,720.00 from the Water Pollution Control Enterprise Funds.

Report Number: 2025-711**Date:**

June 16, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City of Newton's Water Pollution Control Plant operates four Digester tanks in need of exterior surface rehabilitation. these include:

- Two Anaerobic Digesters constructed in 1954
- One Anaerobic Digester constructed in 1985
- One Thermophilic Anaerobic Digester constructed in 2002

Each tank stands approximately 25 feet tall, with diameters ranging from 24 to 45 feet. The tanks are currently insulated with a painted foam coating, which has significantly deteriorated due to environmental exposure and aging.

To extend the service life and improve the aesthetic appearance of these tanks, an application of a white elastomeric roof coating has been identified as a suitable and cost-effective restoration method.

The following competitive quotes were received for the proposed work:

Contractor	Location	Quote
JC Toland Painting	Des Moines, IA	\$11,720.00
Spray Seal, Inc.	Algona, IA	\$11,750.00
A-1 Coatings & Roofing	Garwin, IA	\$17,780.00
Iowa Roof Coatings	Kalona, IA	\$19,850.00

Based on the quotes received, the lowest responsive and responsible quote was submitted by JC Toland Painting of Des Moines, Iowa.

Recommendation:

Award the project to JC Toland Painting of Des Moines, Iowa for \$11,720.00 paid from budgeted Water Pollution Control Enterprise Funds.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING THE 2025 DIGESTER COATING PROJECT
TO JC TOLAND PAINTING**

WHEREAS, the City of Newton's Water Pollution Control Plant operates four Digester tanks requiring exterior surface rehabilitation; and

WHEREAS, the Tanks include: Two Anaerobic Digesters constructed in 1954, One Anaerobic Digester constructed in 1985 and one Thermophilic Anaerobic Digester constructed in 2002; and

WHEREAS, each Digester tank is approximately 25 feet in height, with diameters ranging from 24 to 45 feet. The exterior of each tank is coated with a painted foam insulation layer, which has significantly deteriorated over time due to environmental exposure and aging; and

WHEREAS, to extend the service life and improve the aesthetic appearance of these tanks, application of a white elastomeric roof coating has been identified as a suitable and cost-effective restoration method; and

WHEREAS, The City received four competitive quotes for the proposed work; and

WHEREAS, JC Toland Painting, Des Moines, Iowa provided the lowest competitive quote of \$11,720.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa hereby accepts the competitive quote from JC Toland Painting of Des Moines, Iowa for the 2025 Digester Coating Project, in the amount of \$11,720.00 with said payment to be made utilizing Water Pollution Control Enterprise Funds.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



JCTOLAND
PAINTING

P: 515-288-2402
W: www.JCToland.com

3rd: June 3rd, 2025

2nd: May 13th, 2025

1st: May 9th, 2025

CONTRACT

Project: Water Pollution Control Plant Coating

Customer: Newton Water Pollution Control // Attn: Shawn Fuller

Address: 1915 East 5th Street South, Newton, IA, 50208

Email: shawnf@newtongov.org

Phone: (641) 521-9180

J.C. Toland is pleased to submit this contract for the following work. If you wish to proceed, you may sign and date this copy and return via a photo or photo scan.

Scope of Work

Includes:

- Assumptions:
 - Assumes we're able to work normal business hours
 - Assumes we're not liable for any failing substrate during or after our preparation and production—due to the request to clean-only, prime & topcoat, we cannot warranty this project, as we are not fully removing the existing insulation, or repairing the existing insulation prior to repainting. However, we will do our best to give a lasting finish considering the circumstances
- Areas included:
 - The (x4) digesters
- Setup:
 - Protecting areas we will not address
 - Pressure washing all areas we're to address, allowing to dry overnight
 - Assumes water spigots are accessible and near the cylinders we're repainting
- Applications:
 - Applying Sherwin Williams Extreme-Bond primer to all exposed insulation and masonry
 - Applying Sherwin Williams Kool Seal Elastomeric paint [roof coating product]
 - Assumes *one coat only* is applied
 - **[ALTERNATE]** including a *second* coat of Kool Seal Elastomeric to all areas
- Exclusions:
 - Removing or repairing any of the existing insulation on these (x4) units
 - Any EFIS repair on the standalone digester
 - Any additional preparation outside of what is listed above
- Finish touches, cleanup of the jobsite

Estimate includes labor and materials for the work outlined above.

Base Contract Total: \$7,865.00

Alternate – Additional Top Coat, Adds: \$3,855.00

Notes/Clarifications:

- [Void if tax exemption certificate is provided at time of acceptance] This estimate is subject to all applicable local state taxes and will be applied to estimate at final billing upon job completion.
- All work will be performed in a workmanlike manner. Any alteration or deviation from the above Scope of Work involving extra cost of materials and/or labor will only be executed upon written orders from the customer and will become an extra charge over and above the sum listed above. All agreements must be made in writing. This proposal may be withdrawn/rewritten by JC Toland Painting if not accepted within 45 days. This proposal shall become part of subcontract or work agreement as a matter of reference for defining Seller's Scope of Work, notes, clarifications and exclusions.

Thank you for the opportunity to provide this estimate for your review. If you have questions or need more information, please call or email.

Sincerely,
Zach Huntley
Estimator/Project Manager
Office: (515) 288-2402
Fax: (515) 288-0822
Cell: (515) 954-5041
Email: zach.huntley@jctolandpainting.com

Approved

Signature: _____

Date: _____



City of Newton Council Report

**Item:**

Resolution approving the Fifth Modification of the 1979 Water Purchase Contract with IRUA

Summary:

Entering into a new 20-year wholesale water purchase agreement with IRUA

Financial Impact:

Estimated \$1.4M annual increase in Water Revenue Funds

Report Number: 2025-715**Date:**

June 16, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

The term of the Fifth Modification of the Water Purchase Contract shall be twenty (20) years ending June 30, 2045. The maximum monthly purchase volume shall be 100 MG and the minimum monthly purchase by IRUA shall be 75 MG. Beginning July 1, 2030 IRUA may give the City of Newton three years notice in writing of an election to reduce its minimum monthly purchase to a number of its selection but no lower than 31 MG per month with its maximum purchase to be 35 MG above the new minimum and with a cap of 100 MG per month for the remaining term of the contract. IRUA may make such an election more than once during the term of the Contract.

The rates for water purchased shall be in accordance with the terms outlined in the most recently approved water rates ordinance and the water purchase contract. Beginning July 1, 2027, any increase in the rate charged to IRUA shall be calculated on the same percentage basis as the increase in both the base and volumetric rates charged to City of Newton residential customers, and shall become effective on the same date as the City's rate change. Rate adjustments may occur annually, provided that each increase to IRUA's rate does not exceed the percentage increase permitted under these terms. Additionally, any monthly water usage by IRUA that exceeds the maximum allowable amount will be billed at twice the established rate per 1,000 gallons.

The parties agree there will be a formal meeting once a year between the City Utilities Department Director or equivalent representative and IRUA to review the City's planned expenditures, water plant needs, any planned increase in rates, the anticipated minimum and maximum purchases to be made by IRUA, and all related information so the parties can remain on the same page. This meeting shall occur between October 1st and December 31st of each calendar year.

Except as expressly modified by this instrument, the provisions of the prior July 9, 1979, Water Purchase Contract and all prior amendments shall remain in full force and effect during the term of this Modification of the Purchase Contract.

The obligations of IRUA under this instrument are subject to the express written approvals of the United States of America, acting by and through its Department of Agriculture, and the express written approval of CoBank, ACB.

Recommendation:

Approve the proposed Fifth Modification to 1979 Water Purchase Contract with Iowa Regional Utilities Association.

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 APPROVING THE FIFTH MODIFICATION OF THE 1979
WATER PURCHASE CONTRACT WITH IRUA**

WHEREAS, the term of the Fifth Modification of the 1979 Water Purchase Contract shall be twenty (20) years ending June 30, 2045; and

WHEREAS, the maximum monthly purchase volume shall be 100 MG and the minimum monthly purchase by IRUA shall be 75 MG. Beginning July 1, 2030 IRUA may give the City of Newton three years notice in writing of an election to reduce its minimum monthly purchase to a number of its selection but no lower than 31 MG per month with its maximum purchase to be 35 MG above the new minimum and with a cap of 100 MG per month for the remaining term of the contract. IRUA may make such an election more than once during the term of the Contract; and

WHEREAS, the rates for water purchased shall be in accordance with the terms outlined in the most recently approved water rates ordinance and the water purchase contract. Beginning July 1, 2027, any increase in the rate charged to IRUA shall be calculated on the same percentage basis as the increase in both the base and volumetric rates charged to City of Newton residential customers, and shall become effective on the same date as the City's rate change. Rate adjustments may occur annually, provided that each increase to IRUA's rate does not exceed the percentage increase permitted under these terms. Additionally, any monthly water usage by IRUA that exceeds the maximum allowable amount will be billed at twice the established rate per 1,000 gallons; and

WHEREAS, the parties agree there will be a formal meeting once a year between the City Utilities Department Director or equivalent representative and IRUA to review the City's planned expenditures, water plant needs, any planned increase in rates, the anticipated minimum and maximum purchases to be made by IRUA, and all related information so the parties can remain on the same page. This meeting shall occur between October 1st and December 31st of each calendar year; and

WHEREAS, except as expressly modified by this instrument, the provisions of the prior July 9, 1979, Water Purchase Contract and all prior amendments shall remain in full force and effect during the term of this Modification of the Purchase Contract; and

WHEREAS, the obligations of IRUA under this instrument are subject to the express written approvals of the United States of America, acting by and through its Department of Agriculture, and the express written approval of CoBank, ACB.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, the Fifth Modification of the 1979 Water Purchase contract between the City of Newton and Iowa Regional Utilities Association be approved.

PASSED this _____ day of June 2025.

APPROVED this _____ day of June 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

FIFTH MODIFICATION OF WATER PURCHASE CONTRACT

This Agreement is made this ____ day of _____, 2025, by and between the City of Newton and Iowa Regional Utilities Association (herein "IRUA") and provides as follows:

WHEREAS, the Board of Trustees of the Municipal Waterworks System of the City of Newton and IRUA, formerly known as Central Iowa Water Association and Jasper County Water Association, previously entered into a Water Purchase Contract dated July 9, 1979, which thereafter was amended on multiple occasions, and

WHEREAS, the City of Newton, in accordance with the results of a special election in September 2022, assumed responsibility for the Municipal Waterworks System, and

WHEREAS, the City of Newton and IRUA thereafter became involved in several lawsuits which the parties now wish to settle.

NOW, therefore, the parties hereby amend and modify the aforesaid 1979 Water Purchase Contract as amended as follows:

1. The term of the Water Purchase Contract shall be twenty (20) years ending June 30, 2045.
2. During the remaining term of the Contract, the maximum monthly purchase volume shall be 100 MG and the minimum monthly purchase by IRUA shall be 75 MG. Beginning July 1, 2030 IRUA may give the City of Newton three years notice in writing of an election to reduce its minimum monthly purchase to a number of its selection but no lower than 31 MG per month with its maximum purchase to be 35 MG above the new minimum and with a cap of 100 MG per month for the remaining term of the contract. IRUA may make such an election more than once during the term of the Contract.

3. All water purchased by IRUA from the City from July 1, 2024, through December 31, 2024, is considered paid in full and any outstanding amounts from that period will be considered waived by the City.

4. The rates for water purchased from January 1, 2025, through April 30, 2025, shall be calculated at a flat rate of \$2.56 per 1,000 gallons. The sum remaining due from IRUA for water purchased in that period is \$285,259.65 and shall be paid by IRUA to the City of Newton in four monthly installments, each in the amount of \$71,314.91, with the first monthly payment due on the normal billing due date of the first monthly bill received by IRUA after all final documents are signed evidencing this agreement. The remaining three monthly payments will be paid on the normal billing due date of each month thereafter until paid in full.

5. Water rates from May 1, 2025, through June 30, 2026, are set at a flat rate of \$2.59 per 1,000 gallons. Water rates from July 1, 2026, through June 30, 2027, are set at a flat rate of \$2.76 per 1,000 gallons. Any usage in excess of the maximum monthly amount will be billed at twice the agreed rate per 1000 gallons.

6. Any increase in rate charged to IRUA after June 30, 2027, shall be the same as the increase on a percentage basis as the percentage increase in base and volumetric rates charged to City of Newton residential customers effective on the date of change for IRUA's water rate but only if the currently planned Newton increases in residential customer base and volumetric rates of 30% increase on July 1, 2025 and an additional 10% increase on July 1, 2026 are implemented and then in effect. If not, then any increase in rates to IRUA to be effective on or after July 1, 2027 cannot exceed the demonstrable increase in costs as required in paragraph C.5. in the Water Purchase Contract currently in place. If currently planned Newton increases in residential rates are enacted, the entirety of paragraph C.5. in the Water Purchase Contract currently in place shall

be rescinded and become null and void. Rates may be increased annually so long as each increase in IRUA's rate is no more than the increase permitted in this paragraph. Any usage in excess of the maximum monthly amount will be billed at twice the established rate per 1000 gallons.

7. The parties agree there will be a formal meeting once a year between the City Utilities Department Director or equivalent representative and IRUA to review the City's planned expenditures, water plant needs, any planned increase in rates, the anticipated minimum and maximum purchases to be made by IRUA, and all related information so the parties can remain on the same page. This meeting shall occur between October 1st and December 31st of each calendar year. In addition to the foregoing, paragraph Seven (7) of the Fourth Modification is hereby rescinded and is null and void.

8. Except as expressly modified by this instrument, the provisions of the prior July 9, 1979, Water Purchase Contract and all prior amendments shall remain in full force and effect during the term of this Modification of the Purchase Contract.

9. The obligations of IRUA under this instrument are subject to the express written approvals of the United States of America, acting by and through its Department of Agriculture, and the express written approval of CoBank, ACB.

Dated at Newton, Jasper County, Iowa this ____ day of _____, 2025.

CITY OF NEWTON

By: _____
Mayor

Subscribed and sworn to before me by _____ on this ____ day of _____, 2025.

Notary Public in and for the State of Iowa

IOWA REGIONAL UTILITIES ASSOCIATION,
f/k/a CENTRAL IOWA WATER ASSOCIATION

By: Ronald Dunsbergen Pres
Ronald Dunsbergen, President

And: Delwin Van Zante, Sec
Delwin Van Zante, Secretary

Subscribed and sworn to before me by Ronald Dunsbergen + Delwin Van Zante on this 11 day of June, 2025.



[Signature]
Notary Public in and for the State of Iowa

CONSENTS

THIS AGREEMENT IS APPROVED on behalf of National Bank for Cooperatives
(CoBank) this _____ day of _____, 2025.

NATIONAL BANK FOR
COOPERATIVES

By: _____
Julia McCusker, Vice President

THIS AGREEMENT IS APPROVED on behalf of the United States of America
(USDA/RD) this _____ day of _____, 2025.

UNITED STATES OF AMERICA

By: _____
Kate Sand, State Director

City of Newton Council Report

**Item:**

Resolution approving release and settlement agreement with IRUA

Summary:

Dismiss the lawsuits with IRUA and settle per agreed upon terms

Financial Impact:

Estimated \$1.4M annual increase in Water Revenue Funds

Report Number: 2025-716

Date:

June 16, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

This Release and Settlement Agreement ("Agreement") is entered into by and between the City of Newton, Iowa ("Newton"), and the Iowa Regional Utilities Association ("IRUA"), on behalf of themselves and their respective divisions, subsidiaries, parent companies, affiliates, predecessors, successors, assigns, owners, officers, officials, directors, board members, agents, and attorneys.

The Parties previously entered into a Water Purchase Agreement on or about July 9, 1979 ("Contract"), and subsequently became involved in a dispute regarding the means and methods of rate modification under the Contract, which led to litigation in two lawsuits filed in the Iowa District Court for Jasper County. The Parties now desire to fully and finally resolve and settle all claims, disputes, and issues related to the lawsuits and the Contract on the terms and conditions set forth in this Agreement.

Recommendation:

Approve the proposed Release and Settlement Agreement with Iowa Regional Utilities Association.

Matt Muckler, City Administrator

**RESOLUTION APPROVING RELEASE AND SETTLEMENT
AGREEMENT WITH IRUA**

WHEREAS, this Release and Settlement Agreement (“Agreement”) is entered into by and between the City of Newton, Iowa (“Newton”), and the Iowa Regional Utilities Association (“IRUA”), on behalf of themselves and their respective divisions, subsidiaries, parent companies, affiliates, predecessors, successors, assigns, owners, officers, officials, directors, board members, agents, and attorneys; and

WHEREAS, the Parties previously entered into a Water Purchase Agreement on or about July 9, 1979 (“Contract”), and subsequently became involved in a dispute regarding the means and methods of rate modification under the Contract, which led to litigation in two lawsuits filed in the Iowa District Court for Jasper County; and

WHEREAS, the Parties now desire to fully and finally resolve and settle all claims, disputes, and issues related to the lawsuits and the Contract on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Release and Settlement Agreement between the City of Newton and the Iowa Regional Utilities Association is hereby approved.

PASSED this _____ day of June 2025.

APPROVED this _____ day of June 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RELEASE and SETTLEMENT AGREEMENT

This **RELEASE and SETTLEMENT AGREEMENT** (the "Agreement") is made and entered into effective as of the ____ day of ____ 2025 (the "Effective Date"), by and between **THE CITY OF NEWTON, IOWA** ("NEWTON"), an Iowa company, on the one hand, and **THE IOWA REGIONAL UTILITIES ASSOCIATION** ("IRUA"), on the other hand. The foregoing parties may be referred to individually herein as "Party" and collectively herein as "Parties." This Agreement is made on behalf of the Parties, their divisions, subsidiaries, parent companies, affiliates, predecessors, assigns, owners, successors, officers, officials, directors, board members, agents, attorneys, and each of them.

WITNESSETH:

WHEREAS the Parties entered into a Water Purchase Agreement on or about July 9, 1979 ("Contract"); and

WHEREAS the Parties disagreed as to the means and methods of rate modification which resulted in litigation in two lawsuits filed in the Iowa District Court for Jasper County at LACV123740 and CVCV124003; and

WHEREAS the Parties desire to fully and finally compromise and settle all issues with respect to the lawsuits on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. No Admission of Liability. This Agreement shall not be interpreted, asserted or construed as an admission of any wrongful acts or liability by any Party hereto.

2. Lump Sum Payment. In consideration of the releases set forth herein, IRUA shall pay NEWTON a total of \$285,259.65. Such payment shall be made to the City of Newton, Iowa and delivered to the City of Newton with the regular monthly billing in four monthly installments, each in the amount of \$71,314.91, all on the terms set out in the Fifth Modification of the Water Contract Purchase agreed to by the Parties. Newton hereby waives any additional amounts claimed during this period and releases IRUA from any further obligation more than this payment.

3. Modification of Contract. The parties agree to execute the Fifth Modification of Water Purchase Contract attached hereto. The terms of said Fifth Modification are incorporated into this Agreement by this reference.

4. Release. The Parties hereby irrevocably and unconditionally release and forever discharge the other, and their employees, officers, directors, members, managers, agents, representatives, attorneys, successors and assigns ("Released Parties"), from and against any and all actions, causes of action, suits, debts, charges, complaints, claims, demands, liabilities, obligations, judgments, damages and expenses, of any and every character, kind and nature whatsoever, in law or in equity, whether known or unknown, accrued or unaccrued, which any such Party has now or has ever had, against or concerning the other Party or any of the Released Parties arising from, resulting from, or in any manner relating to the Lawsuits and any claims or allegations that were asserted or could have been asserted in the Lawsuits related to the water

rates, past water purchase business, or public comments made by representatives of either party regarding the water purchase agreement or rates adopted by the City, with the exception of enforcement or breach of this Release and Settlement Agreement and the Fifth Modification of Water Purchase Contract. With the exception of claims related to the enforcement or breach of this Release and Settlement Agreement and the Fifth Modification of Water Purchase Contract, it is the intention of the Parties that the release(s) set forth herein are full and complete releases that are global in nature and cover every conceivable contingency related to the disputes regarding the interpretation of the Water Purchase Contract, whether known or unknown, which could be encompassed by such releases being given their broadest and most sweeping interpretation and construction. This Release specifically does not relate in any way to issues not directly related to the calculation of rates or operation of the Water Purchase Contract.

The Parties hereby agree to never file a lawsuit or file or submit a claim related to, regarding or arising from the released claims as set forth in the preceding paragraph except for a lawsuit or claim by a Party to enforce or for breach of this Release and Settlement Agreement and the Fifth Modification of Water Purchase Contract. The Parties agree to indemnify and hold harmless the other Party (and its Released Parties) from and for any claim asserted or alleged or lawsuit filed related to, regarding or arising from the released claims as set forth in the preceding paragraph by the Party, or any person, entity, or third party, with the exception of a lawsuit or claim by any Party to enforce or for breach of this Release and Settlement Agreement or the Fifth Modification of Water Purchase Contract. If a Party hereafter asserts, sues or files any type of claim or complaint against the other (or any of the Released Parties), asserting any claims that are released under this Release and Settlement Agreement, with the exception of enforcement or breach of this Release and Settlement Agreement and the Fifth Modification of Water Purchase Contract, this Release and Settlement Agreement, when pleaded, shall be and constitute a complete defense and bar thereto, and shall be entitled to recover damages from the Party asserting, suing, or filing such claim or complaint (which shall include but not be limited to reasonable attorney expenses and attorney fees) and/or to receive a declaratory judgment and/or an injunction against conduct or litigation that violates or threatens to violate this Release and Settlement Agreement.

Within fifteen (15) days of execution of this Agreement, The Parties shall file dismissals with prejudice of the pending Lawsuits with all Parties to pay their own costs and fees.

In consideration of the payment of the amount set forth above and the releases set forth herein, from the date of the execution of the settlement agreement the parties agree they will not publish or post any statement that is disparaging to the reputation or goodwill of the other party to any public forum, social media (Facebook, Instagram, Twitter, SnapChat, YouTube, Vimeo, or any other social media platform), public posts of any kind, complaints or grievances made to any licensure board, any public reviews comments on the internet regarding another party. The parties agree any breach of this paragraph shall be regarded as a material breach of this Settlement and Release Agreement, and shall entitle the non-breaching party to appropriate injunctive relief (without bond) and to any damages which it may sustain due to the violation, including, but not limited to, any attorney fees incurred in connection with the violation or any legal action related thereto.

5. Integrated Agreement; Severability. This Agreement and the Fifth Modification of Water Purchase Contract, constitute the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or

contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

6. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, representatives, successors and assigns.

7. Review by Counsel. The Parties hereto acknowledge and agree that they have carefully read and fully understand the terms, provisions and legal effect of this Agreement, and they are signing it of their own free will, after having consulted independent legal counsel, with full knowledge of its significance, and solely in reliance on their own knowledge, belief and judgment and that of their legal counsel.

8. Construction Against Party Drafting. The Parties expressly acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated, compromised and agreed upon by the Parties and/or their legal counsel. Therefore, the fact that one Party or the other may have been primarily or exclusively responsible for drafting or editing this Agreement shall not, in any dispute over the terms, construction or meaning of this Agreement, be held, interpreted or construed against such Party.

9. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by every Party hereto and delivered to every other Party hereto. Electronic, Email and facsimile signatures will be deemed as valid and binding as any originals and an electronic copy of this Agreement shall be deemed an original.

10. Applicable Law; Enforcement of this Agreement. This Agreement shall be governed by Iowa law. In the event any claim, demand or litigation is commenced to enforce the terms of this Agreement, the Parties agree that subject matter jurisdiction, personal jurisdiction and venue regarding such claim, demand or litigation shall exclusively vest with the Iowa District Court in and for Jasper County. If any party breaches this Release and Settlement Agreement, the non-breaching and/or enforcing party shall be entitled to recover all attorneys' fees and costs incurred by it, him or her because of such breach.

11. Authority. The undersigned executing this Release and Settlement Agreement for and on behalf of each party to this Agreement represent: that he/she/it is possessed of legal and mental capacity to enter into this Agreement; that he/she/it is acting within the scope of his/her/its authority to enter into and execute this Agreement; and that he/she/it has not sold, assigned, transferred, conveyed or otherwise disposed of the ownership interests, claims, demands, obligations, or causes of action referred to in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this **RELEASE AND SETTLEMENT AGREEMENT** effective as of the date first above written.

CITY OF NEWTON

By: _____
Mayor

Subscribed and sworn to before me by _____ on this ____ day of _____, 2025.

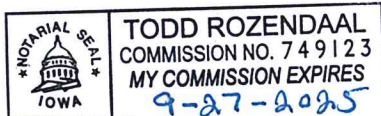
Notary Public in and for the State of Iowa

IOWA REGIONAL UTILITIES ASSOCIATION, f/k/a CENTRAL IOWA WATER
ASSOCIATION

By: Ronald Dunsbergen Pres
Ronald Dunsbergen, President

And: Delwin Van Zante, Sec.
Delwin Van Zante, Secretary

Subscribed and sworn to before me by Ronald Dunsbergen +
Delwin Van Zante on this 11 day of June, 2025.



[Signature]
Notary Public in and for the State of Iowa

City of Newton Council Report

**Item:**

Resolution creating a Public Works Street Laborer Position

Summary:

Creation of a street laborer position in the Public Works Department

Financial Impact:

\$48,906 from road use tax funds

Report Number: 2025-717

Date:

June 16, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works staff proposes adding a Street Laborer position created during the Teamsters Local 120 union negotiations. This position was created to fill a need for a full-time staff member who performs semi-skilled and skilled work involving traffic paint stripping, general labor, and snow removal operations. This work is generally the same as work performed by public works operations equipment operators, but without the requirement of a commercial driver's license.

The current training requirements for obtaining a commercial driver's license have become much more stringent, limiting the number of job candidates for public works positions. This entry-level position creates an opportunity for future hires with the skills and abilities needed in public works, but who do not yet have a CDL.

The wages are to be paid from the traffic control, snow removal, and community beautification budgets, which are all funded from road use tax funds and start at an annual wage of \$48,906 plus benefits.

Recommendation:

City staff recommends Council approve the addition of one full-time street laborer position at the Public Works Department.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

RESOLUTION TO APPROVE CREATING A STREET LABORER
POSITION IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Public Works Department is currently authorized at 21 full-time employees and two temporary employees; and

WHEREAS, the Street Laborer position was created during the Teamsters Local 120 union negotiations. This position was created to fill a need for a full-time staff member who performs semi-skilled and skilled work involving traffic paint stripping, general labor, and snow removal operations. This work is generally the same as work performed by public works operations equipment operators, but without the requirement of a commercial driver's license; and

WHEREAS, wages would be paid from the traffic control, snow removal, and community beautification budgets, which are all funded from road use tax funds and start at an annual wage of \$48,906 plus benefits; and

WHEREAS, the additional position aligns with City Council goals of improved curb appeal and quality of life; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton, Iowa that a street laborer position be created resulting in 21 full-time employees.

Position	Current Authorization	Proposed Authorization
Public Works Director	1 FTE	1 FTE
PW Administration	1 FTE	1 FTE
Civil Engineering Tech 1	1 FTE	1 FTE
Civil Engineering Tech Trainee	2 FTE	2 FTE
PW Ops Superintendent	1 FTE	1 FTE
PW Ops Asst. Superintendent	1 FTE	1 FTE
Public Works Equipment Operator	11 FTE	11 FTE
Scale Operator	1 FTE	1 FTE
City Garage Mechanic	1 FTE	1 FTE
Street Laborer	0 FTE	1 FTE

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an amendment to the Residential Solid Waste and Recycling Agreement

Summary:

Amending the solid waste hauling contract allowing collection to begin at 7:00 p.m. rather than 9:00 pm.

Report Number: 2025-719**Date:**

June 16, 2025

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

None

Background:

On March 3rd, 2025, the Council approved a new 5-year contract with Dodd's Solid Waste and Recycling to provide residential garbage and recycling collection. The proposal was chosen from three proposals received after the advertisement for a request for proposals for solid waste collection in anticipation of the expiration of the previous contract. The request for proposals specified that all residential solid waste and recycling pick-ups shall be between the hours of 9:00 p.m. the night prior to collection day and noon of the collection day. The 9:00 p.m. start time has been carried over from previous agreements. After approval of the proposal and prior to its commencement, Dodd's requested an amendment to the contract allowing collection to begin at 7:00 p.m. Per Dodd's, this would allow them to complete collections with fewer trucks and employees, and allow them to complete their work before the morning traffic rush.

If the start time is approved, citizens would need to set out their recycling and solid waste bins prior to 7:00 pm to ensure collection. To help accommodate this, the time when bins are allowed to be set out will also be changed from 6:00 pm the night prior to collection to 4:00 pm.

Recommendation:

City staff is providing three alternatives for City Council to consider on this issue. The first option would be an amended collection start time of 7:00 p.m., which would be achieved by approving the resolution as written. A second option following a council motion would require an amendment and would allow collections to begin at 8:00 p.m. If the City Council rejects this resolution, it would result in the third option which would be to leave the start time at 9:00 p.m. as currently specified in the agreement.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING AN AMENDMENT TO THE RESIDENTIAL
SOLID WASTE AND RECYCLING AGREEMENT**

WHEREAS, on March 3rd, 2025, the Council approved a new 5-year contract with Dodd's Solid Waste and Recycling to provide residential garbage and recycling collection. The proposal was chosen from three proposals received after the advertisement for a request for proposals for solid waste collection in anticipation of the expiration of the previous contract; and

WHEREAS, the request for proposals specified that all residential solid waste and recycling pick-ups shall be between the hours of 9:00 p.m. the night prior to collection day and noon of the collection day; and

WHEREAS, after approval of the proposal and prior to its commencement, Dodd's requested an amendment to the contract allowing collection to begin at 7:00 p.m. Per Dodd's, this would allow them to complete collections with fewer trucks and employees, and allow them to complete their work before the morning traffic rush; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the agreement amendment is hereby approved to allow solid waste and recycling collection to begin at 7:00 pm.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute said amendment.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Eveyln George, Mayor

ATTEST:

Katrina Davis, City Clerk

Dodd's Trash Hauling and Recycling, Inc.

Providing Service to Protect and Help Keep Iowa Beautiful

2910 W. 4th St. S., Newton, Iowa 50208-8488

Trash/Recycling/Roll Off Services 641-791-9195 Billing/Recycling Services

E-mail recycle1@iowatelecom.net Website—www.doddstrashrecycling.com

5/15/2025

Dear Mayor George and City of Newton Elected officials

As we finalize on the 2025 -2030 contract. We appreciate the opportunity to continue providing collection service for our community.

We would like to ask for the recycling starting time on the contract to be changed to 7PM.

Since we signed the 2020 contract staffing for all business in general has been problematic. This request is in order to be compliant with the contract, keep the loyal crews and allows us to use our equipment as economically as possible.

Recent years 95% of the collection for City of Newton residents occurs during the evening into early morning hours. This allows collecting the recycling then combining both truck loads, delivery to Schupan Recycling center in Des Moines returning to Newton where Trash Crews then use the same trucks for trash collection.

This also has proven successful to avoid tying up traffic around schools and business frustrating other drivers with the wait time follow a slower moving vehicle during collection. And safer for the crews when drivers phones are distraction for watching for working crews.

Your Consideration on this request is greatly appreciated.

Sincerely



Dave and Liz Dodd

AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT made and entered into this ____ day of June, 2025, by and between the CITY OF NEWTON, a municipal corporation, hereinafter referred to as "CLIENT", and Dodd's Solid Waste and Recycling Inc., party of the second part, hereinafter referred to as "Contractor" as follows, hereby amends the original Agreement dated March 3rd, 2025:

PERIOD OF AGREEMENT

Services as described in the RESIDENTIAL SOLID WASTE AND RECYCLING AGREEMENT are amended as follows:

All residential solid waste and recycling pick-ups shall be between the hours of ~~9:00 p.m.~~ 7:00 p.m. the night prior to collection day and noon of the collection day.

Containers or other solid wastes and recycling placed at the curb line shall not be so placed prior to ~~6:00 p.m.~~ 4:00 p.m. in advance of the regularly scheduled collection day and shall be promptly removed from the curb line by the resident following collection.

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT, together with the Agreement, represents the entire and integrated AGREEMENT between the CLIENT and CONTRACTOR, as executed on the date written above.

Dodd's Solid Waste & Recycling, Inc.

CITY OF NEWTON

BY: _____
David M. Dodd,
Dodd's Trash Hauling & Recycling, Inc.

BY: _____

Elizabeth Dodd,
Dodd's Trash Hauling & Recycling, Inc.

City of Newton Council Report

**Item:**

Resolution adopting the 2025 Newton City Council Rules of Procedure

Summary:

Resolution to approve changes to the 2023 Procedural Rules

Financial Impact:

No Financial Impact

Report Number: 2025-616**Date:**

June 16, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

Title III, Chapter 30, section 30.053 of the Newton City Code of Ordinances declares that the Council shall determine the rules of its own proceedings by resolution and the Clerk shall keep such rules on file for public inspection.

In 1997 City Council adopted Robert's Rules of Order as the rules of procedure. In 2018 City Council developed the Newton City Council Rules and Procedures in order to make the process easy to understand and follow, to clarify the procedures, and to run efficient meetings. Since that time, City Council amended and adopted the 2023 Procedural Rules.

Recommendation:

Staff received a request to discuss and consider additional amendments to the 2023 Procedural Rules. After discussion at the May 19th council meeting, staff is providing an updated redlined version with only a few changes to Rule 8, Rule 15, Rule 16, Rule 22, and Rule 52. Council is invited to make a motion to amend the proposed rules prior to adopting the rules as they are presented.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION ADOPTING THE 2025 NEWTON CITY COUNCIL RULES OF PROCEDURE

WHEREAS, Title III, Chapter 30, section 30.053 of the Newton City Code of Ordinances declares that the Council shall determine the rules of its own proceedings by resolution and the Clerk shall keep such rules on file for public inspection; and

WHEREAS, the City Council adopted Robert’s Rules of Order as the rules of procedure in 1997, and

WHEREAS, in 2018 City Council developed the Newton City Council Rules and Procedures in order to make the process easy to understand and follow, to clarify the procedures, and to run efficient meetings, and

WHEREAS, on March 6, 2023 City Council amended and adopted the 2023 Procedural Rules.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2025 Procedural Rules of the Newton City Council are hereby adopted as the rules of procedure for City Council meetings effective immediately.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Newton

2025 Newton City Council Rules of Procedure

Part I. General Provisions

Rule 1. Scope of Rules. The Council shall determine the rules of its own proceedings by resolution and the Clerk shall keep such rules on file for public inspection. (City Code Chapter 30.053) These rules shall govern the conduct of the Council and shall be interpreted to ensure fair and open deliberations and decision making.

Rule 2. Technical Parliamentary Forms Abolished. Except as specifically provided in these rules, the Council shall not use any formal points of parliamentary order, personal privilege, parliamentary inquiry or other technical forms. Only motions specified within these rules are allowed.

Rule 3. Three-fourths requirement. Any reference to a three-fourths vote of the City Council means three-fourths of the City Council as a whole, or at least five votes.

Rule 4. Matters Not Covered. Any matter or order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with or without the assistance and advice of the City Attorney and/or the City Administrator in conformity with the purpose of these rules in a fair and expeditious manner. The decision of the presiding officer may be reversed by a three-fourths vote of the Council.

Rule 5. Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of Newton.

Part II. Council Meetings

Rule 6. Regular Meetings. The regular meetings of the Council shall be on the first and third Mondays of each month at a time designated by the Council in the Council chambers at City Hall. If such day shall fall on a legal holiday or a special event determined by a majority of the City Council, the meeting shall be held the next succeeding day at the same time unless a different day or time is determined by the Council. (City Code Chapter 30.050)

Rule 7. Special Meetings. (A) Special meetings shall be held upon call of the Mayor or upon the written request of a majority of the members of the Council submitted to the Clerk. (B) (1) Notice of a special meeting shall specify the date, time, place and subject of the meeting and such notice shall be given personally or left at the usual place of residence of each member of the Council. (2) A record of the service of notice shall be maintained by the Clerk. (City Code Chapter 30.052)

Rule 8. Quorum. A majority of all Council members is a quorum. (City Code Chapter 30.052) ~~The entire Council may conduct a meeting by electronic means under circumstances where such a meeting in person is impossible or~~

~~impractical. In the alternative, individual members of the Council may participate electronically in a meeting as long as they can be heard by the public during all discussion and votes. (City Code Chapter 30.053)~~

Rule 9. Compelling Attendance. Any four members of the Council can compel the attendance of the absent members at any regular, adjourned or duly called meeting, by serving a written notice upon the absent member to attend at once. (City Code Chapter 30.054)

Rule 10. Notice of Meetings. The Council shall give reasonable notice of the time, date and place of each meeting and its tentative agenda. (City Code Chapter 30.055)

Rule 11. Meetings Open. All meetings shall be held in open session unless closed sessions are held as expressly permitted by state law. (City Code Chapter 30.056)

Rule 12. Minutes. (A) Minutes shall be kept of all meetings showing the date, time and place, the members present and the action taken at each meeting. (B) The minutes shall show the results of each vote taken and the vote of each member present shall be made public. (City Code Chapter 30.057)

Rule 13. Closed Session. A closed session may be held only by affirmative vote of either two-thirds of the Council or all of the members present at the meeting and in accordance with Iowa Code Ch. 21. (City Code Chapter 30.058)

Rule 14. Cameras and Recorders. The public may use cameras or recording devices at any open session. (City Code Chapter 30.059)

Rule 15. Service Animals. This rule ensures compliance with the Americans with Disabilities Act (ADA) by allowing individuals with disabilities to be accompanied by their service animals during City Council meetings. It also clarifies the distinction between service animals and emotional support animals.

- A. Access for Service Animals:** In accordance with the ADA, individuals with disabilities are permitted to bring their service animals into City Council chambers and other public meeting spaces where the public is allowed.
- B. Definition of a Service Animal:** A service animal is defined under the ADA as a dog (or, in some cases, a miniature horse) that is individually trained to do work or perform tasks for a person with a disability. The work or task must be directly related to the individual's disability.
- C. Exclusion of Emotional Support Animals:** Emotional support animals, comfort animals, or therapy animals that are not individually trained to perform a specific task directly related to a disability do not qualify as service animals under the ADA and are not permitted in City Council meetings.
- D. Permissible Inquiries:** When it is not obvious what service an animal provides, City staff may ask only two questions:
 - o Is the dog a service animal required because of a disability?
 - o What work or task has the dog been trained to perform?

Staff shall not ask about the person's disability, require documentation, or request that the animal demonstrate its task.

- E. Control and Behavior:** Service animals must be under control at all times, harnessed, leashed, or tethered unless these devices interfere with the service animal's work or the individual's disability

prevents their use. In such cases, the individual must maintain control of the animal through voice, signal, or other effective means.

F. Removal of Animals: A service animal may be asked to leave the premises if:

- It is out of control and the handler does not take effective action to control it, or
- It is not housebroken.

If a service animal is removed, the individual with a disability will still be offered the opportunity to attend the meeting without the animal.

Rule 1516. Electronic Meetings. A meeting may be conducted by electronic means ~~only in circumstances where such a meeting in person is impossible or impractical and then only~~ in compliance with the provisions of Iowa Code Ch. 21. (City Code Chapter 30.060) The entire Council may conduct a meeting by electronic means. A form of remote access determined by the City Clerk will be available to Council members for each official meeting. Council must notify the City Clerk and City Administrator in advance if they wish to participate remotely. Individual members of the Council may participate electronically in a meeting as long as they can be heard by the public during all discussion and votes. (City Code Chapter 30.052)

Rule 1617. Mayor's Veto. The Mayor may sign, veto or take no action on an ordinance, amendment or resolution passed by the Council. However, the Mayor may not veto a measure if the Mayor was entitled to vote on the measure at the time of passage. If the Mayor exercises the Mayor's veto power, the Mayor must explain the reason for such veto to the Council at the time of the veto. The Council may override the Mayor's veto by a three-fourths majority or at least 5 of the Council members.

Part III. Agenda

Rule 1718. Preparation of Agenda. Prior to each regular Council meeting the City Clerk shall publish an Agenda which contains all items the Council anticipates acting upon at the meeting. The Council may adopt the agenda as presented, or may amend the agenda as provided by these rules and may adopt the agenda as amended.

Rule 1819. Consent Agenda. In preparing an Agenda the City Clerk shall separately designate items as "Consent Agenda" which may be acted upon by the Council under Rule 55. The "Consent Agenda" shall consist of routine non-controversial items approved as part of the consent agenda policy which in the City Administrator's determination can be appropriately considered in bulk at the Council meeting.

Rule 1920. Agenda Requests and Deadline. The Mayor, any member of the Council and the City Administrator may have an item included upon the Agenda by requesting the City Clerk to include the item by noon on the Tuesday preceding the Council meeting.

Rule 2021. Extra Items. Items requested or filed after noon on the Tuesday preceding a Council meeting shall not be included upon the Agenda unless the Mayor shall deem the item of sufficient urgency to warrant immediate Council action. These items shall be designated as "Extra" items and will be considered at the appropriate place on the regular Agenda (prior to or after a related item) or at the end of the regular Agenda.

Rule 2122. Sponsor Required. The City Clerk shall not place upon the Agenda any matter for reconsideration unless sponsored by a Council member who voted on the originally prevailing side or who was absent at the time of

the original action, provided said Council member made the motion at ~~the next~~ Council Meeting that Council member attended within 45 days of the original action.

Rule 2223. Withdrawal of Items. If the Mayor believes an agenda item submitted to the City Clerk per Rule 19 is unreasonable or detrimental, the Mayor will inform the requesting Council Member that the support of two additional Council Members is required. The request for the second and third Council Members' support must be communicated no later than noon on Wednesday before the scheduled meeting; otherwise, the item will not be added to the agenda. Once a requested item is added to the agenda, only the requesting Council Member(s) or a majority of the City Council may remove it.

Rule 2324. Order of Consideration of Agenda. Except as otherwise provided in these rules, each Agenda item shall be considered in the numerical order assigned by the City Clerk. Each Agenda item shall be separately announced by the presiding officer for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the City Clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 54 or Rule 55 and may be adjusted in situations deemed appropriate by the City Clerk. The following is the order of business of the City Council at its meetings:

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Citizen Participation
- 5) Presentations
- 6) Approve Agenda/Consent Agenda
- 7) Public Hearings
- 8) Ordinances
- 9) Resolutions
- 10) City Staff Reports
- 11) Comments from Mayor and Council Members
- 12) Adjournment

The following is the order of business of the City Council at its work sessions:

- 1) Call to order
- 2) Roll call
- 3) Work Session Agenda Items
- 4) Adjournment

Part IV. Conduct of Meetings

Rule 2425. Presiding Officer. The Mayor, or in the Mayor's absence or incapacity, the Mayor Pro Tem, shall be the presiding officer at all Council meetings. If both the Mayor and Mayor Pro Tem are absent the most senior Council member present shall preside. In the event two or more members equally possess the greatest seniority then the eldest person among them shall preside. The presiding officer is also known as the chair.

Rule 2526. Control of Discussion. The presiding officer shall control discussion of the Council on each Agenda item to assure full participation in accordance of these rules.

Rule 2627. Discussion. A Council member shall speak only after being recognized by the presiding officer. A Council member recognized for a specific purpose shall limit remarks to that purpose. A Council member, after being

recognized shall not be interrupted except by the presiding officer to enforce these rules, or by another Council member raising a point of order.

Rule 2728. Members May Speak – How Often. No member shall speak more than once on the same question until all other members desiring to speak have spoken.

Rule 2829. Presiding Officer's Right to Enter into Discussion. The Mayor (or other presiding officer) may enter into any discussion.

Rule 2930. Remarks to be Germane. Comments must be directed to the subject under consideration. The presiding officer shall rule on the germaneness of comments. Members making personal, impertinent, or slanderous remarks may be barred, at the presiding officer's discretion, from further comment on the item under consideration.

Rule 3031. No side conversations between members. Members shall not have side conversations with each other during any Council Meeting. Should a member of Council wish to share information with other members, that member should seek the recognition of the chair.

Rule 3132. Profanity. No member shall use profanity while speaking in any Council Meeting.

Rule 3233. Motive. No member shall question the motive of another.

Part V. Citizen Participation

Rule 3334. Citizen's Right to Address Council. The City of Newton is supportive of citizen participation at City Council meetings. In order to ensure that citizen participation occurs in an orderly fashion, the guidelines below must be utilized by persons wishing to speak at the Council meeting. By following these guidelines, persons can be assured that their viewpoint, concerns and comments are brought to the attention of the Council members prior to their decision-making process. Citizen comments will be allowed during the *Citizen Participation* portion of the meeting and during public hearings, ordinances, resolutions, and motions. Citizens comments are not allowed during any other portion of the City Council meeting.

Rule 3435. Manner of Addressing Council. A person desiring to address the Council must first be recognized by the presiding officer. After being recognized by the presiding officer, speakers shall proceed to the podium, use the microphone, state his or her name, address, and group affiliation (if any), speak clearly and address his or her comments to the presiding officer. 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.

Rule 3536. Time Limit on Citizen's Remarks. Citizens shall be limited to three minutes speaking time during Citizen Participation. Total citizen input on any subject under Council consideration can be limited to a fixed period by the presiding officer. A three-fourths vote of the Council may extend the time limitations of this rule. Citizens are also allowed an additional three minutes speaking time during any public hearing, ordinance, resolution, or motion that may appear on the agenda.

Part VI. Council Action

Rule 3637. Call to Order. The Mayor or Mayor Pro Tem shall call the meeting to order at the appointed hour. In the absence of the Mayor and the Mayor Pro Tem the City Administrator shall call the meeting to order and a temporary presiding officer shall then be selected under Rule 24. The selected temporary presiding officer shall serve

as successor Mayor Pro Tem for the meeting for purposes of being authorized to sign all measures passed and contracts approved at the meeting.

Rule 3738. Roll Call. Before proceeding with the business of the Council, the City Clerk or the Deputy City Clerk shall call the roll call of members present, and enter those named in the minutes. The presiding officer shall determine the presence of a quorum as required by law and these rules.

Rule 3839. Simple motion. Motions are the most typical action of the Council. Motions are used for routine actions, such as approval of minutes, and are effective immediately upon the vote of the Council. A simple majority of the council members present need to vote affirmatively to pass a motion. While the Mayor can veto an ordinance, resolution or an amendment to either an ordinance or resolution, there is no provision for a mayor to veto a simple motion.

Rule 3940. Resolutions. Resolutions are statements of policy and have effect beyond that immediate moment as defined in Iowa Code Section 362.2(21). A majority of all council members means two-thirds of the City Council as a whole, or at least four votes.

Rule 4041. Motion Required. All action requiring a vote shall be moved by a member of the Council.

Rule 4142. Motions. Allowable motions include the following: 1) Motion to approve, 2) motion to amend, 3) motion to adjourn, 4) motion to recess, 5) motion to postpone to a certain time, 6) motion to postpone indefinitely, 7) motion to appeal the rule of the chair, 8) motion to suspend the rules, 9) motion to reconsider and 10) motion for the previous question. Form and example:

Motion to approve: I move the adoption of item 6b.

Motion to amend: I move to amend by inserting the words “and grade” after “purchase.” Discussion and a vote would then take place on the amendment, i.e., the addition of the words “and grade.” Whether the amendment is or is not adopted, a subsequent vote would be taken on the underlying item.

Motion to adjourn: I move to adjourn.

Motion to recess: I move that the meeting recess until 9:00 p.m. Or, I move to recess for ten minutes.

Motion to postpone to a certain time: I move to postpone the motion to the next meeting.

Motion to postpone indefinitely: I move that the item be postponed indefinitely.

Motion to appeal the rule of the chair: I appeal from the decision of the chair. If seconded, the chair shall clearly state the exact question at issue, the reason for his or her decision and states the question, “Shall the decision of the chair be sustained?”

Motion to suspend the rules: I move that the rules be suspended which interfere with ... [stating the object of the suspension].

Motion to reconsider: I move to reconsider the vote on the resolution relating to the annual banquet. I voted for [or against] the resolution.

Motion for the previous question: I move the previous question.

Rule 4243. Motions – Requiring a second. No motion shall be debated until another member has seconded the motion. After a motion has been made, another member who wishes it to be considered says, “I second the motion,” and may do so without obtaining the floor.

Rule 4344. Must be read or stated before debate. After a motion is made and seconded, it shall be stated by the presiding officer before being debated.

Rule 4445. Points of Order. Members of Council, who notice a breach of these rules, may raise a point of order to insist upon their enforcement. (If the presiding officer notices a breach, he or she corrects the matter immediately; but if he or she fails to do so, any member can make the appropriate point of order.) Points of order are ruled upon by the presiding officer. Points of order are not debatable.

Rule 4546. Appeal from a Ruling of the Presiding Officer. Should there be an appeal from any ruling of the presiding officer, the question, “Shall the chair be sustained?” shall be immediately put and determined before the Council proceeds to other business.

Rule 4647. Previous Question. Any member may move the previous question. The motion shall be restated by the presiding officer in this form: “Shall the question under immediate consideration be now put?” It shall only prevail when supported by three-fourths of the Council and until decided shall preclude debate. If the motion is sustained, the proponent of the matter under consideration shall have one minute in which to make a closing statement before the Council votes on the question. A failure to sustain the motion shall not take the matter under consideration from further consideration of the Council; but the Council shall proceed as if the motion had not been made.

Rule 4748. Not debatable. The following motions shall be decided without debate: 1) motion to adjourn, 2) motion for the previous question, 3) motion to suspend the rules and 4) motion to recess.

Rule 4849. Indefinite postponement. When a simple motion or resolution is postponed indefinitely, that item shall not be acted on again in the same calendar year except when supported by three-fourths of the Council. When an ordinance is postponed indefinitely, rules 59-63 apply.

Rule 4950. Presiding Officer's Right to Speak Last. The presiding officer has the right to close debate and speak last on any item.

Rule 50551. Closing Debate. Discussion shall be closed on any item by the presiding officer with the concurrence of a majority of the Council. Except as provided by Rule 25, a call for the vote shall not close discussion if any member of the Council still wishes to be heard.

Rule 5152. Motion to Reconsider. A motion to reconsider must be made by a Council member who was on the prevailing side in the original action or by a Council Member absent at the time of the original action, provided said Council member made the motion at ~~the next a~~ Council Meeting that Council member attended within 45 days of the original action.

Rule 5253. Call for Vote. At the conclusion of debate the presiding officer shall call for a vote, provided however, a majority of the Council may require a vote at any time.

Rule 5354. Separate Consideration. Except as otherwise required by these rules each Agenda item shall be voted upon separately and each separate vote shall be recorded by the City Administrator.

Rule 5455. Action on Consent Agenda. Except as herein provided the "Consent Agenda" shall be considered in bulk and voted upon in single motion. Each Council Member shall notify the City Administrator, the City Clerk, or the presiding officer for a particular meeting about any matter on the "Consent Agenda" upon which he or she wishes to consider independently from the consent agenda. At the time of consideration of the "Consent Agenda" the

presiding officer shall announce the items upon which Council members will consider independently. A consent agenda item may be pulled from the Consent Agenda during a Council Meeting if requested prior to the vote on the Consent Agenda by any Council member. The City Clerk or Deputy City Clerk, on all matters contained in the "Consent Agenda," shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately. Rule 15 shall not apply.

Rule 5556. Action to Multiple Items. With the consent of three-fourths of the Council, Rule 49 hereof notwithstanding, the Council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the City Clerk or Deputy City Clerk noting specific yes or no votes of each Council member on each item.

Rule 5657. Recording Names of Moving Members. The City Clerk or the Deputy City Clerk shall record the name of the Council Member making and seconding each motion.

Rule 5758. Consideration of Matters Not on Agenda. Except as to matter which by law require the publication of notice before consideration by the Council any member of the Council may, at the close of the regular Agenda, bring a matter not on the Agenda to the Council's attention. Council may not act upon such matters; rather direct such matter be included upon a later Agenda.

Part VII. Ordinances

Rule 5859. Three Meetings. A proposed ordinance or amendment must be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed, unless this requirement is suspended by a recorded vote of not less than three-fourths of the Council members. (City Code Chapter 30.075)

Rule 5960. Time for Consideration. No more than three months shall elapse between the time of introduction and final passage of an ordinance or amendment. If final approval is not secured within the time allowed herein, the ordinance shall be deemed to have failed. (City Code Chapter 30.076)

Rule 6061. Failure on First Consideration. If a proposed ordinance is not approved on its first consideration, it shall be deemed to have failed and may not be considered for second consideration or final passage. (City Code Chapter 30.077)

Rule 6162. Failure on Second Consideration. If a proposed ordinance is not approved on its second consideration it may be brought up for third consideration only if a request is made by a Council member to place the matter on the agenda for the next meeting. Such request must be made and entered of record at the same meeting at which the second consideration was given. (City Code Chapter 30.078)

Rule 6263. Changes during Consideration. A minor change or technical correction which does not significantly change or alter the application or impact of a proposed ordinance may be made during its passage. (City Code Chapter 30.079)

Part VIII. Miscellaneous

Rule 6364. Motions. At any appropriate place on the Agenda any member of the Council may make a motion for the Council to act upon any matter if the motion is germane to the matter under consideration.

Rule 6465. Waiver of Ordinance Readings. A Council member may move the final passage of an ordinance, with waiver of first or second consideration of the ordinance or waiver or both, by simply stating, "I move to waive the second (and/or third) consideration of the ordinance."

Rule 6566. Name of Sponsor on Roll Call. Any time these rules require an action to be sponsored by a Council member, the City Clerk shall note the name of the sponsoring Council member on the face of the roll call for said item.

Rule 6667. Suspension of Rules. These rules or any part hereof, may be suspended for a specific purpose by a vote of three-fourths of the Council.

Rule 6768. Hearings. Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the Council.

Rule 6869. Informal Requests. A member of the Council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the City Attorney, City Administrator or any City employee.

City of Newton Council Report

**Item:**

Resolution expanding the Downtown Square area food truck premise permit location exemption

Summary:

Resolution to allow food trucks to park on public streets in the Downtown Square area along N 3rd Ave W in front of Harmony Park.

Financial Impact:

None

Report Number: 2025-727

Date:

June 16, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department manages the mobile food vendor program including the premise permit process. As part of the process, City Council adopted Ordinance 2407 (1/3/2022) and 2409 (3/21/2022) establishing rules regarding approvable premise locations for mobile food trucks. One of the rules is listed below which does not allow mobile food units to be parked on public right of ways.

§ 111.07 MOBILE FOOD UNIT STANDARDS. (C)(8) No mobile food unit may be operated or parked on public streets, public property, or encroach onto public rights-of-way except as provided below:

- (a) Mobile food units may be permitted within Newton city parks provided the individual mobile food unit vendor has received approval from the city prior to operating.
- (b) Mobile food units are permitted to park and utilize public streets and public rights-of-way within the Downtown Square Area established by § 158.022(E) of the Newton City Code, as long as units comply with all other requirements of this chapter and the following conditions:
 - 1. Parking spaces shall be contiguous or directly adjacent to the storefront or business hosting the mobile food unit;
 - 2. An annual premise permit shall be required before operations begin;
 - 3. The applicant of the premise permit shall be responsible for placing temporary “no parking” signs at least 12 hours prior to the arrival of the mobile food unit and remove signage within two hours after departure of the unit. The Newton Police Department shall provide a template for said temporary signage.

Recommendation:

City Staff recommends Council approve the resolution expanding the Downtown Square area within the Mobile Food Unit Administrative Manual to include the area along N 3rd Ave W in front of Harmony Park.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION EXPANDING THE DOWNTOWN SQUARE AREA FOR
MOBILE FOOD UNIT PREMISE PERMIT LOCATION EXEMPTION.**

WHEREAS, the City of Newton desires to create a vibrant downtown space that is a compelling destination; and

WHEREAS, the City has added a splash pad entertainment space called Harmony Park; and

WHEREAS, mobile food units are a desired amenity at Harmony Park; and

WHEREAS, current ordinances restrict premise permits for the parking of mobile food vendor units; and

WHEREAS, the City can expand the area by adopting a resolution allowing an extension to the premise permit area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, the City approves the resolution expanding the Downtown Square area for mobile food unit premise permit as part of the Mobile Food Vendor Administrative Manual.
.

PASSED this _____ day of June, 2025.

APPROVED this _____ day of June, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Memorandum

To: Matt Muckler
From: Chief Jarrod Wellik
Priority: High
Date: 6/10/2025
Re: Downtown Square area mobile food unit premise permit expansion

The purpose of this memo is to provide background information regarding the proposed expansion of the Downtown Square area mobile food unit premise permit exemption. The Fire Department manages the mobile food vendor program including the premise permit process. As part of the process, City Council adopted Ordinances 2407 (1/3/2022) and 2409 (3/21/2022) establishing rules regarding approvable premise locations for mobile food trucks. One of the rules is listed below which does not allow mobile food units to be parked on public right of ways.

§ 111.07 MOBILE FOOD UNIT STANDARDS. (C)(8) *No mobile food unit may be operated or parked on public streets, public property, or encroach onto public rights-of-way except as provided below:*

(a) *Mobile food units may be permitted within Newton city parks provided the individual mobile food unit vendor has received approval from the city prior to operating.*

(b) *Mobile food units are permitted to park and utilize public streets and public rights-of-way within the Downtown Square Area established by § 158.022(E) of the Newton City Code, as long as units comply with all other requirements of this chapter and the following conditions:*

- 1. Parking spaces shall be contiguous or directly adjacent to the storefront or business hosting the mobile food unit;*
- 2. An annual premise permit shall be required before operations begin;*
- 3. The applicant of the premise permit shall be responsible for placing temporary "no parking" signs at least 12 hours prior to the arrival of the*

mobile food unit and remove signage within two hours after departure of the unit. The Newton Police Department shall provide a template for said temporary signage.

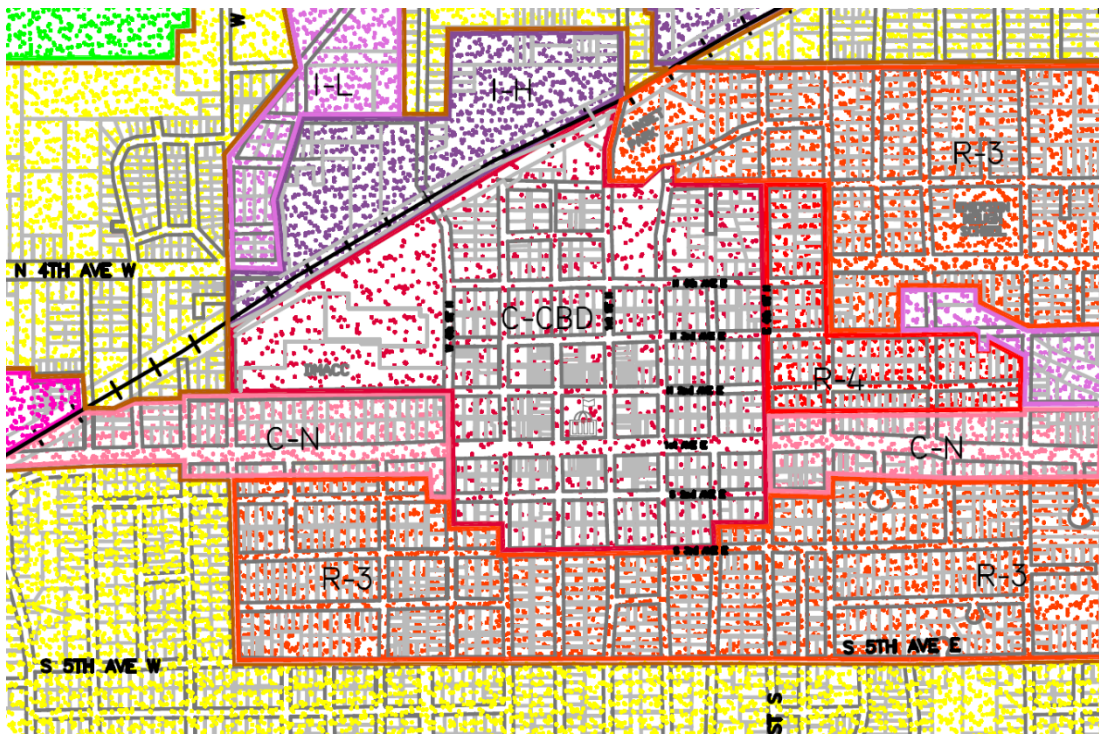
City Council saw an opportunity in the Downtown Square area to allow mobile food vendor parking on the public right of way and requested the area be mapped and allowed. I have included a memo attached to this Council Agenda item showing the current map.

As defined in § 158.022(E), the Downtown Square area is:

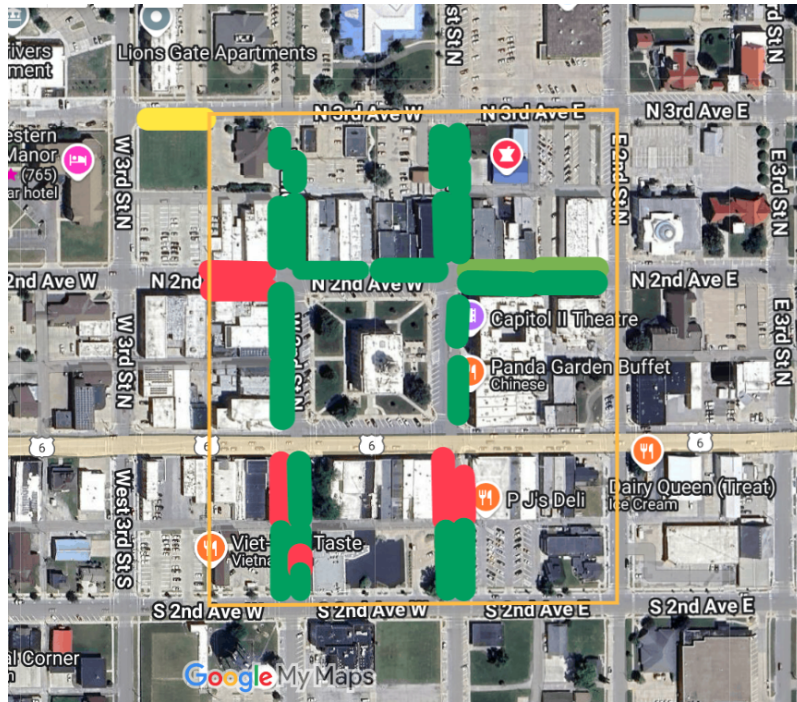
(E) Establishment of Downtown Square Area.

(1) The Downtown Square Area is a defined geographic location located within the C-CBD: Central Business District. The Downtown Square Area is bounded by:

- (a) The centerline of East Second Street North and South;*
- (b) The centerline of South Second Avenue East and West;*
- (c) The eastern boundary of the north-south alley right-of-way in the 200 blocks between North Third Avenue West and South Second Avenue West; and*
- (d) The centerline of North Third Avenue East and West.*



City Council saw an opportunity in the Downtown Square area to allow mobile food vendor parking on the public right of way and requested the area be mapped and allowed. While the requested space is not inside of the defined Downtown Square area, it is contiguous to the approved area. The proposed space is shown in the map below and shown in yellow along N 3rd Ave W.



(The orange boundary shows the Downtown Square area.)

This map is available on the City website at: <https://www.newtongov.org/1104/Mobile-Food-Units> and on the bottom of the page under “Newton Property Owners” is a link to view the “map of the Downtown areas”. The proposal is to include the area colored in yellow.

Summary:

The request to park mobile food units on the public right of way along N 3rd Ave W in front of Harmony Park is currently in direct violation of the City Ordinance. City Council action is required to parking of vehicles in the public right of way along N 3rd Ave W. Councils' choices are to adopt a resolution expanding premise permits to the area in yellow on the map above or to change the ordinance and specifically include the area in addition to the already approved Downtown Square area. Change of the current § 111.07 MOBILE FOOD UNIT STANDARDS. (C)(8) would require three (3) readings unless City Council chose to waive the second and third readings.

Respectfully,

Jarrold Wellik
Fire Chief



STATE OF IOWA
KIM REYNOLDS
GOVERNOR

May 1, 2025

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 592, an Act relating to county and city regulation of accessory dwelling units.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 592

AN ACT

RELATING TO COUNTY AND CITY REGULATION OF ACCESSORY DWELLING
UNITS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 27. *a.* A county shall allow a minimum of one accessory dwelling unit on the same lot as a single family residence in accordance with the following conditions:

- (1) An accessory dwelling unit shall comply with all applicable building regulations as defined in chapter 103A.
- (2) An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single family residence, whichever is larger.
- (3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a county in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single family residence is prohibited.
- (4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1,

subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.

b. Except as otherwise provided in paragraph "a" or by state law, a county shall not impose any of the following limitations or restrictions:

(1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a county shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing materials of the single family residence.

(2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided for in subsection 18 of this section and chapter 562A.

(3) A requirement that the lot containing a single family residence and an accessory dwelling unit have additional parking beyond that required for a single family residence or payment of a fee in lieu of providing additional parking.

(4) Restrictions on the occupancy of either the single family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital, or employment relationship to exist between the occupants of the single family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.

(5) The requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then the county can require new or separate utility lines.

(6) Imposition of a different county impact fee structure or

development standard for an accessory dwelling unit than those used for the single family residence on the same lot.

(7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single family residence on the same lot.

c. A county shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph "a" and by state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single family residence. An accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a county's normal review schedule for a single family residence. If the county denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

d. A county ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts with this subsection is void. Nothing in this subsection prohibits a county from adopting an ordinance, motion, resolution, or amendment that is more permissive than the requirements provided in this subsection.

e. For the purposes of this subsection:

(1) "*Accessory dwelling unit*" means an additional residential dwelling unit located on the same lot as a single family residence that is either attached to or detached from the single family residence.

(2) "*Detached*" includes being part of any accessory structure such as a detached garage.

(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

Sec. 2. Section 364.3, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 20. *a.* A city shall allow a minimum of one accessory dwelling unit on the same lot as a single family residence in accordance with the following conditions:

(1) An accessory dwelling unit shall comply with all applicable building regulations as defined in chapter 103A.

(2) An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single family residence, whichever is larger.

(3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a city in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single family residence is prohibited.

(4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1, subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.

b. Except as otherwise provided in paragraph "a" or by state law, a city shall not impose any of the following limitations or restrictions:

(1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a city shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing materials of the single family residence.

(2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided

for in subsections 9 and 16 of this section, section 414.1, subsection 1, paragraph "e", and chapter 562A.

(3) A requirement that the lot containing a single family residence and an accessory dwelling unit have additional parking beyond that required for a single-family residence or payment of a fee in lieu of providing additional parking.

(4) Restrictions on the occupancy of either the single family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital, or employment relationship to exist between the occupants of the single family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.

(5) A requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then the city can require new or separate utility lines.

(6) Imposition of a different city impact fee structure or development standard for an accessory dwelling unit than those used for the single family residence on the same lot.

(7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single family residence on the same lot.

c. A city shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph "a" and by state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single family residence. An accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a city's normal review schedule for a single family residence. If the city denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

d. A city ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts

with this subsection is void. Nothing in this subsection prohibits a city from adopting an ordinance, motion, resolution, or amendment that is more permissive than the requirements provided in this subsection.

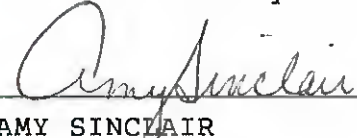
e. For the purposes of this subsection:

(1) "*Accessory dwelling unit*" means an additional residential dwelling unit located on the same lot as a single family residence that is either attached to or detached from the single family residence.

(2) "*Detached*" includes being part of an accessory structure such as a detached garage.

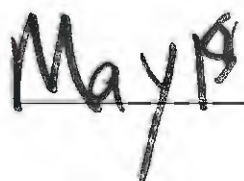
(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

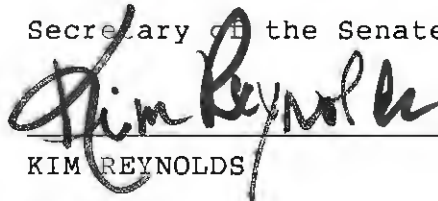
(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.


AMY SINCLAIR
President of the Senate


PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 592, Ninety-first General Assembly.

Approved , 2025


W. CHARLES SMITHSON
Secretary of the Senate

KIM REYNOLDS
Governor

Accessory Dwelling Units

Review of New State-wide Legislation
June 16, 2025

What is an A.D.U?

- A.D.U. stands for Accessory Dwelling Unit
 - *Granny Flat or In-Law Suite*
 - *Secondary housing unit*
 - *Attached or detached*
 - *Interior to the primary structure (attic, basement, or above a garage)*



Image courtesy Business Record

Why A.D.U.s?

- AARP has been the largest champion of the new legislation citing the following reasons:
 - Increase housing choices
 - Improve housing affordability
 - Create income streams for property owners
 - Increase property values for communities
 - Match housing needs at any age- flexible accommodations for different stages of life.

Senate File 593

- Signed by Gov. Reynolds May 1, 2025
- Effective July 1, 2025
- Requires Cities and Counties to allow at least one (1) accessory dwelling unit on a single family lot
 - Limited in size to 1,000 square feet or no more than 50% of the size of the primary single family home, whichever larger.
 - If the accessory dwelling unit is a manufactured/mobile home, it must be on a permanent foundation
 - Prohibits overly restrictive local rules- treated equally to single family home in the district

Senate File 593- Restrictions that are not allowed

- Bulk or Appearance rules that are more restrictive than those imposed on the single family residence on the lot.
- Occupancy requirements- Cities cannot require that the property owner live in one of the units (either the primary or the A.D.U.)
- Requires Cities and Counties to allow at least one (1) accessory dwelling unit on a single family lot
- Additional parking requirements
- That the units are required to have separate utility lines, except in certain instances.

Senate File 593- Restrictions that are not allowed

- Requirement of sidewalks or other public repairs beyond those imposed on the single family residence on the same lot.
- No special reviews (building permits or other approval processes) beyond what is required for a single family home.

Senate File 593- How Cities/Counties Can Regulate

- A.D.U.s must meet adopted building codes.
- Permits approved in the same manner as a single-family home
- A.D.U.s must meet Rental Permit and Rental Inspection requirements that are in place and applicable to other types of rental housing units in the community.
- Bulk regulations for the zoning district still apply- setbacks, heights, lot coverage

Practical Impacts in Newton's Neighborhoods

- R-3 Residential Zoning already allows attached or detached secondary units
- R-2 Residential Zoning (most prevalent residential zone) already allows for two-unit attached, so the new legislation will allow for detached as well.
- R-1 Residential Zoning does not allow for multiple units on one lot. This is the most impacted residential zoning classification by the new law.

Newton Zoning Map

