



Newton City Council Agenda

August 18, 2025 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

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

Consent Agenda

3. August 8, 2025 Regular City Council Meeting Minutes
4. Approve Liquor Licenses for the following: Hy-Vee Fast & Fresh - LE0003889, 1421 1st Ave E, and Hy-Vee Food Store #1 - LE0000090, 1501 1st Ave E, Class E Retail Alcohol License, ownership changes
5. Resolution Adopting 2025 S20 Supplement to the "Code of Ordinances of the City of Newton, Iowa, 2025," and Approving Distribution of the Same to Code Subscribers
6. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-10)
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-11)
8. Resolution approving Change Order #1 for the 2025 Westwood Patio project
9. Resolution approving Change Order #2 and accepting completion of the 2024 Streetscape Improvement Project
10. Resolution awarding contract for the 2025 Aurora Park Parking Lot removal
11. Resolution awarding contract for the 2025 City of Newton Tree Removal Project No. 1
12. Resolution awarding contract for the 2025 City of Newton Tree Removal Project No. 2

13. Resolution approving the purchase of patio furniture for Westwood Clubhouse
14. Resolution Authorizing the Newton Fire Department to accept the 2025 Local Fire Protection and Emergency Medical Services Grant award and agreement in the amount of \$5,250.00 and purchase the inflatable fire safety house
15. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 2025 HMA Alley Overlay Project
16. Approve Bills

Ordinance

17. Third Consideration of an Ordinance Amending The Code of Ordinances, City Of Newton, Iowa, 2025, Title XI, Chapter 111 Peddlers, Solicitors, Transient Merchants, And Mobile Food Units, Section 111.07 Mobile Food Unit Standards
 - City Council desires to allow parking of mobile food units along the south side of N 3rd Ave W adjacent to the new splash pad in Harmony Park.
 - The existing ordinance does not allow parking on public property or in the public right of way except for designated locations.
 - This change will codify the changes allowing the parking of mobile food units in the requested location.
18. Third Consideration of an Ordinance adding 1601 North 15th Avenue East to the listing of Industrial Property Tax Abatements
 - Council recently adopted the Industrial Tax Exemption ordinance as authorized by the Iowa Code.
 - In order to provide tax exemption to qualifying industrial properties, Council must adopt, by ordinance, each individual exemption.
 - This ordinance provides a five-year, sliding scale property tax exemption for 1601 North 15th Avenue East.
19. First consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa 2025, Title VII, Chapter 70, Section 70.15 "Traffic and Parking Schedules Adopted by Reference" to make changes to parking in the 200 Block of North Third Avenue West and the 200 Block of West Third Street North
 - The new splash pad park opened in the summer of 2025 near the intersection of N 3rd Ave and W 3rd St N
 - The additional pedestrian activity coupled with the desire to park food trucks in the area has created a need for a greater sight line at the intersection
 - The Traffic Safety Committee recommends removing one parking stall on W 3rd St N and one on N 3rd Ave W for the safety of pedestrians and vehicle traffic

20. First consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" to add stops signs on West Third Street North at North Third Avenue West
- The new splash pad park opened in the summer of 2025 near the intersection of N 3rd Ave and W 3rd St
 - The additional pedestrian activity coupled with the desire to park food trucks in the area has created a potential traffic safety issue
 - A request was made to consider adding stops signs on W 3rd St at N 3rd Ave to stop northbound and southbound traffic for safety reasons
21. First consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" to add stop signs on East Twelfth Street South at South Thirteenth Avenue East
- Residents in the area of S 13th Ave and E 12th St have requested the installation of stops signs at this intersection for safety
 - The MUTCD recommends installing a 4-way stop at intersections where 6 or more crashes have occurred in the last 3 years and would have been prevented by stop signs
 - There have been 8 reported accidents at this intersection in the last 3 years that may have been prevented, or the impact significantly reduced had a 4-way stop been in place
 - Staff recommends installing stop signs on E 12th St S at S 13th Ave E to stop northbound and southbound traffic.

Resolution

22. Resolution approving the site plan for 1601 North 15th Avenue East
- Under the site plan rules, the permission to allow alternate designs for site plans from what is specified by City Code lies with the City Council.
 - This resolution allows for the property at 1601 North 15th Avenue East, located within the I-L, to provide a gravel parking area in lieu of the required hard-surface parking area.
23. Resolution Approving the purchase of 827 East 8th Street South for the Dangerous and Dilapidated Program
- The property at 827 East 8th Street South is dilapidated. The owner has offered the property to the City of Newton for the D&D program.
 - The purchase price of \$2,500.00 is significantly less than the property's total assessed value of \$48,890.

Staff Report

24. Fire Department Update - Chief Jarrod Wellik

Mayor/Council Comments

25. Mayor and Council Comments

Closed Session

26. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2025.

Return to Open Session

27. Return to Open Session

Adjourn

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

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NEWTON CITY COUNCIL MEETING MINUTES
AUGUST 4, 2025, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

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

Citizen Participation

2. There was no citizen participation.

Consent Agenda

Moved by Ervin, seconded by Mills to approve consent agenda items 3-12. AYES: Six. NAYS: None. Consent Agenda was adopted.

3. July 21, 2025 Regular City Council Meeting Minutes

4. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-10)
Resolution 2025-310 adopted.

5. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-09)
Resolution 2025-311 adopted.

6. Resolution accepting the Prairie Meadows Community Betterment Grant for Cardinal Pond Fishing Pier Improvements
Resolution 2025-312 adopted.

7. Resolution authorizing City Staff to apply for the Iowa Tourism Grant Program to support a digital marketing campaign promoting the City of Newton
Resolution 2025-313 adopted.

8. Resolution approving the purchase of equipment for the City fitness facility
Resolution 2025-314 adopted.

9. Resolution accepting completion of the Demolition 2025-01 Project
Resolution 2025-315 adopted.

10. Resolution accepting completion of the Demolition 2025-02 Project
Resolution 2025-316 adopted.

11. Resolution approving change order #2 for Aurora Tennis Court Project
Resolution 2025-317 adopted.

12. Approve Bills

Public Hearing

13. Public Hearing on Resolution awarding contract for the 2025 Westwood Patio 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: Six. NAYS: None. The public hearing was closed.

14. Resolution awarding contract for the 2025 Westwood Patio Project
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-318 adopted.

Ordinance

15. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 152: Swimming Pools
Moved by Ervin, seconded by Hallam to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Mullan, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2471 was adopted.

16. Second Consideration of an Ordinance Amending The Code of Ordinances, City Of Newton, Iowa, 2025, Title XI, Chapter 111 Peddlers, Solicitors, Transient Merchants, And Mobile Food Units, Section 111.07 Mobile Food Unit Standards
Moved by Ervin, seconded by Mullan to approve the second consideration of the

Ordinance. AYES: Four. NAYS: Mills, Simbro. Second Consideration of the Ordinance was approved.

17. Second Consideration of an Ordinance adding 1601 North 15th Avenue East to the listing of Industrial Property Tax Abatements
Moved by Simbro, seconded by Mills to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

18. Resolution approving a low-moderate income housing set-aside grant for 1010 North 5th Avenue East, Newton
Moved by Mills, seconded by Hallam to adopt the Resolution. AYES: Five. NAYS: Ervin. Resolution 2025-319 adopted.
19. Resolution approving a low-moderate income housing set-aside grant for 309 East 20th Street North, Newton
Moved by Hallam, seconded by Simbro to adopt the Resolution. Todd Hackathorn, 309 E 20th St N, had questions about the process. AYES: Six. NAYS: None. Resolution 2025-320 adopted.
20. Resolution approving Contract for Commercial and Industrial Economic Development Services with Newton Development Corporation
Moved by Mills, seconded by Simbro to adopt the Resolution. Moved by Ervin, seconded by Mills to amend the resolution by approving the contract that was brought before the board at the previous council meeting except having an expiration date of 06/30/2029. Mills confirmed this would take all the updated changes that were added back out of the contract. Simbro stated that he would like the changes kept in the contract in order to keep focus and direction. AYES: Five. NAYS: Simbro. The amendment to consider the original contract with a 06/30/2029 expiration date was adopted. Moved by Simbro to postpone the resolution to the next meeting. Motion to postpone failed due to a lack of a second. AYES: Five. NAYS: Simbro. Resolution 2025-321 was adopted as amended.
21. Resolution approving Contract for Professional Community and Economic Development Services by and between the City of Newton, Iowa and Newton Housing Development Corporation
Moved by Simbro, seconded by Hallam to adopt the Resolution. Jennifer Cook, representing NHDC, stated that the contract presented with the changes had not been approved by the board. Moved by Ervin, seconded by Hallam to amend the resolution by approving the contract that was brought before the board at the previous council meeting. Simbro stated that he would like the changes kept in the contract in order to keep focus and direction. AYES: Five. NAYS: Simbro. The amendment to consider the original contract was adopted. AYES: Five. NAYS: Simbro. Resolution 2025-322 was adopted as amended.
22. Resolution amending the Cemetery Rules and Regulations relating to decorations at the columbarium in Union Cemetery
Moved by Mills, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-323 adopted.
23. Resolution approving an amendment to the adopted Low-Moderate Income Set Aside Policy
Moved by Mullan, seconded by Ervin to adopt the Resolution. Council discussion ensued. Moved by Ervin, seconded by Dalton to postpone the resolution until council has an opportunity to present a more desirable item. AYES: Six. NAYS: None. Motion to postpone passed.

Mayor/Council Comments

24. Mayor and Council Comments
Mills thanked council and staff for their work to make Newton better. He is glad we can work together when there is so much turmoil in the nation. Ervin confirmed the city council did not take any votes on changing the Homecoming Parade route after hearing a statement that the city had recommended the route be changed. Ervin also thanked Mayor George for her work as Mayor. Mayor George thanked Mullan for taking over as Pro-Tem at the Iowa Speedway and thanked Hallam for welcoming the Our Iowa Magazine bus tour. Mullan met a couple from Long Island at the race. He filled them in on all the positive things in Newton. He saw plates from all over. Ervin shared that he and Mills met up with three people from Japan that had the opportunity to attend the race.

Adjourn

Moved by Mills, seconded by Mullan to adjourn the meeting at 7:22 P.M. Motion unanimously

carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

RESOLUTION NO. 2025-_____

RESOLUTION ADOPTING 2025 S20 SUPPLEMENT
TO THE “CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2025,”
AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS

WHEREAS, the City Council adopted the “Code of Ordinances of the City of Newton, Iowa, 2025” (hereinafter “2025 CITY CODE”), by ORDINANCE NO. 2460; and

WHEREAS, from time to time the City Council adopts new ORDINANCES adding to or deleting from or modifying the 2025 CITY CODE; and

WHEREAS, in order to maintain the 2025 CITY CODE as a complete and current compendium of city laws for the Citizens of Newton, Iowa, it is necessary to issue supplements to the 2025 CITY CODE consisting of new pages setting out ORDINANCES adopted by the City Council from and after effective date of the 2025 CITY CODE; and

WHEREAS, the 2025 S20 Supplement has been prepared and published online for 2025 CITY CODE subscribers; and

WHEREAS, pursuant to the provisions of §380.8, Code of Iowa (2025), ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as supplements to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2025 S20 Supplement bearing the notation “2025 S20”, to be substituted for pre-existing pages of the 2025 CITY CODE, is hereby approved and adopted as part of the 2025 CITY CODE:

Ordinance No.	Code Title	New Pages
	Title Page	Title Page
2467, 2468	Title III Administration	3-10, 63-64, 73-74
2462, 2063, 2469	Title V Public Works	27-28, 37-42, 45-50, 83-96
2464, 2465	Title VII Traffic Code	11-12
2466	Title IX General Regulations	63-64
2470	Title XIII General Offenses	29-32
2461	Table XV Land Usage	209-218, 222A-226, 235 – 238B, 243-248, 253 - 256
2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470	Parallel References	7-8, 43-44
	Index	6A, 6B, 15-16, 33-34, 41-42

PASSED this _____ day of August, 2025

APPROVED this _____ day of August, 2025

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina A. Davis CMC, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-10)

Summary:

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

Financial Impact:

Cost Recovery: \$5,350.00

Report Number: 2025-1033

Date:

August 18, 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 \$5,350.00.

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 25-10).

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 25-10)**

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. 25-10 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 25-10, 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 September 3, 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 August, 2024.

APPROVED this _____ day of August, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-10: 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
Savonny Chal & Moeipo Maki	834332001	702 E 4th St S	Newton	\$39,470	\$100.00	\$150.00	\$250.00	LEONARD'S ADD W 1/2 LOT 8 BLK 5	6/16/2025
Devani Dearmond	834436004	1002 S 8th Ave E	Newton	\$227,650	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 7 BLK 10	6/16/2025
Joshua Gillespie	827477009	901 N 6th Ave E	Newton	\$29,160	\$100.00	\$150.00	\$250.00	LONG'S SD LOT 21	6/16/2025
Sean & Lindsay Guin	835134003	201 E 15th St N	Newton	\$70,130	\$100.00	\$150.00	\$250.00	NELSON MANOR ADD LOT 2 & PARCEL C OF LOT 1	6/16/2025
Huyen Hoang	835104017	1326 Crescent Dr	Newton	\$76,770	\$100.00	\$150.00	\$250.00	BELMONT PARK LOT 17 BLK 2	6/16/2025
Idaho Housing & Finance Ass	834478009	1005 E 10th St S	Newton	\$130,470	\$100.00	\$150.00	\$250.00	HARLAN'S SD LOT 1 BLK 3	6/16/2025
John Meek	828453007	814 N 7th Ave W	Newton	\$143,200	\$100.00	\$150.00	\$250.00	GREENCASTLE PLACE LOT 6 BLK E & LOT 12 BLK F	6/16/2025
Paragon Builds LLC	828377003	1402 N 7th Ave W	Newton	\$104,630	\$100.00	\$150.00	\$250.00	HILLCREST ADD LOT 16 BLK A	6/16/2025
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	6/17/2025
Michael Free	834435008	717 E 10th St S	Newton	\$93,360	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 8 BLK 11	6/21/2025
Linda Rice	835402011	514 E 20th St S	Newton	\$157,750	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 11 BLK E	6/21/2025
318nin208 Trust	827301009	318 N 9th Ave W	Newton	\$80,400	\$100.00	\$150.00	\$250.00	BELL'S SD LOT 8	6/24/2025
Devyn Taylor & Serena Chaiy	835153005	416 E 12th St S	Newton	\$146,210	\$100.00	\$150.00	\$250.00	SCHARF'S SD W 132' OF LOTS B-C-F	6/24/2025
Sydney Brand	834434006	709 E 9th St S	Newton	\$122,530	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 4 BLK 12	6/24/2025
Globe Tax 8 LLC	1303202011	1500 E 6th St S	Newton	\$23,830	\$150.00	\$150.00	\$300.00	LISTER'S ACRES LOT 35	6/28/2025
Ralph Grau Jr	833257001	825 S 2nd Ave W	Newton	\$60,240	\$100.00	\$150.00	\$250.00	KENNEDY'S SD N 80' LOT 12	6/30/2025
Tameca Miller	834205002	711 N 3rd Ave E	Newton	\$169,890	\$100.00	\$150.00	\$250.00	EAST ADD LOT F SD LOT 14	6/30/2025
Switt Properties LLC	827107004	1525 1st St N	Newton	\$107,740	\$150.00	\$150.00	\$300.00	NELSON'S SD LOT 18	6/28/2025
Westward Tax Service V	1303202004	619 S 13th Ave E	Newton	\$10,290	\$100.00	\$150.00	\$250.00	LISTER'S ACRES E 1/2 LOT 5 EX W 2' OF N 1/2 & E 2' OF S 1/2 OF W 1/2 LOT 5	6/26/2025
Midwest Fixer Uppers LLC	826353011	602 E 13th St N	Newton	\$106,480	\$100.00	\$150.00	\$250.00	EMERSON HOUGH PLACE LOT 14 BLK C	7/1/2025
Robert Spinney	826352024	601 E 13th St N	Newton	\$91,430	\$100.00	\$150.00	\$250.00	EMERSON HOUGH PLACE LOT 12 BLK B	7/1/2025
TOTAL:							\$5,350.00		

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. 25-11)

Summary:

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

Financial Impact:

Cost Recovery: \$4,260.00

Report Number: 2025-1034

Date:

August 18, 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. 25-11)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 25-11: 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 25-11: 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 25-11: 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 25-11: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-11: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed			Total Amount Assessed	Legal	Date Abated
				Property Value	Abatement Fee	Admin. Fee			
Noah & Hannah Hammer	827480015	1108 N 6th Ave E	Newton	\$120,810	\$100.00	\$150.00	\$250.00	LONG VIEW PLACE LOT 2 BLK 1	7/7/2025
James Smith	834251025	604 S 3rd Ave E	Newton	\$148,990	\$150.00	\$150.00	\$300.00	SOUTH EAST ADD LOT 60 BLK B	7/7/2025
Keiana Spearing	827455004	506 E 6th St N	Newton	\$183,290	\$100.00	\$150.00	\$250.00	COWLE'S ADD W 120' LOT 6 BLK 4	7/7/2025
Nathan Stewart	827453002	707 N 8th Ave E	Newton	\$188,390	\$100.00	\$150.00	\$250.00	EFNOR'S SD LOT 7	7/7/2025
Gary Bird	834281010	310 E 11th St S	Newton	\$50,480	\$100.00	\$150.00	\$250.00	JONES' SD N 93.8' OF W 181.5' BLK T	7/7/2025
Jarrold Hesse	827377013	701 E 5th St N	Newton	\$213,030	\$100.00	\$150.00	\$250.00	LAMB & KENNEDY'S ADD S 1/4 LOT 4 BLK 1	7/7/2025
Paragon Builds LLC	834231019	908 1st Ave E	Newton	\$138,410	\$100.00	\$150.00	\$250.00	EAST ADD LOT C SD LOT 7	7/7/2025
Jas Properties LLC	834352007	920 W 3rd St S	Newton	\$119,020	\$110.00	\$150.00	\$260.00	SKIFF'S SD IRREG TRACT IN NW CORNER OF LOT D	7/7/2025
Emma Seyler	833431009	723 W 7th St S	Newton	\$144,840	\$200.00	\$150.00	\$350.00	COLLEGE ADD LOT 11 BLK A	7/7/2025
Ian Westbrook	827304015	827 1st St N	Newton	\$171,570	\$100.00	\$150.00	\$250.00	AINSWORTH & WHEELER'S SD, LOT 2 OF LOT U EX W 180.5'	7/7/2025
Devani Dearmond	834436004	1002 S 8th Ave E	Newton	\$227,650	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 7 BLK 10	7/12/2025
Paragon Builds LLC	827477015	510 E 9th St N	Newton	\$47,410	\$100.00	\$150.00	\$250.00	LONG'S SD LOT 23	7/13/2025
Ryan Gannaway	834187012	412 E 3rd St S	Newton	\$157,550	\$100.00	\$150.00	\$250.00	ORIGINAL PLAT S1/2 LOT 18 OUTLOT 20	7/14/2025
Linda Rice	835402011	514 E 20th St S	Newton	\$157,750	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 11 BLK E	7/14/2025
Farrell Properties Inc	835283003	204 E 24th St S	Newton	\$16,440	\$200.00	\$150.00	\$350.00	PARK PLACE CONDOMINIUMS LOCATED ON PT PARCEL B BLK Q AURORA HEIGHTS SD EX LOT 9 BLK Q LYING WITHIN PARCEL B	7/14/2025
Allen Burton	833284010	426 S 4th Ave W	Newton	\$141,930	\$100.00	\$150.00	\$250.00	WEST NEWTON LOT 1 SD LOT 80 EX N 50'	7/15/2025
TOTAL:							\$4,260.00		

City of Newton Council Report

**Item:**

Resolution approving Change Order #1 for the 2025 Westwood Patio project

Summary:

Approving change order #1 for the Westwood Patio Project.

Financial Impact:

\$1,575.00 to be paid from 2025 bond proceeds

Report Number: 2025-1031

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

On September 13, 2022, Newton residents approved a park bond referendum, which included funding for the construction of a new clubhouse at Westwood Golf Course. Plans were developed, and bids for the clubhouse project were received on August 17, 2023. However, due to the high cost of the bids, the City Council rejected them on September 5, 2023, via Resolution 2023-245. In response, city staff began developing an alternative, more cost-effective clubhouse plan that aligns with the bond referendum's intent and meets the functional needs of the golf course.

As part of the ongoing improvements at Westwood, the Westwood Patio Project was awarded at the August 8, 2025, City Council meeting. During construction, it was determined that additional excavation was necessary to ensure proper drainage away from the clubhouse structure.

Change Order Summary:

This change order authorizes the removal of 105 cubic yards (CY) of Class 10 excavation to address drainage concerns. The additional work is necessary to maintain the integrity and functionality of the patio addition.

- Contractor: Jerry Keenan Concrete, Monroe, IA
- Amount: \$1,575.00
- Scope of Work: Removal of 105 CY of Class 10 excavation

Recommendation:

Approval of a change order in the amount of \$1,575.00 to Jerry Keenan Concrete for additional excavation work required for the Westwood Patio Project.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CO-1 FOR THE
2025 WESTWOOD PATIO PROJECT**

WHEREAS, On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course; and

WHEREAS, Council awarded a contract to Jerry Keenan Concrete for \$49,895.56 on August 4th, 2025, \$19,726.25 under engineers estimate; and

WHEREAS, during construction, it was determined that additional excavation was necessary to ensure proper drainage away from the clubhouse structure; and

WHEREAS, This changes order authorizes the removal of 105 cubic yards (CY) of Class 10 excavation to address drainage concerns; and

WHEREAS, City Staff recommends that Council approve C0-1 in the amount of \$1,575.00 for the additional work for the patio project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the change order of Jerry Keenan Concrete of Newton, IA, in the amount of one thousand five hundred and seventy-five dollars and zero cents (\$1,575.00) for the 2025 Westwood grading project, 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 City shall utilize 2025 bond proceeds to pay for the 2025 Westwood Patio project.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton
303 W 4th St N, Suite 501 Newton
Iowa, 50208

Change Order No.1

Owner:	City of Newton	Project Title:	Westwood Patio Project
Contractor:	Jerry Keenan Concrete	Date Prepared:	8/7/2025
Contract Date:	8/4/2025	Reviewed By:	EC
Prepared By:	BLS		

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

Nature of Change	Units	Unit Price	Price Change	Time Change
Additional 105CY of Class 10 waste on site. Grading the area of the patio and cart path. Per cy	105	\$ 15.00	\$ 1,575.00	No additional time.
Total Change in Cost		Total Change in Cost	\$ 1,575.00	
Contract Price Prior to this Change Order			\$49,895.56	
Net Increase Resulting from this Change Order			\$1,575.00	
Current Contract Price Including this Change Order			\$51,470.56	
Contract Time Prior to this Change Order (completion date)			15-Oct-25	
Net Increase Resulting from this Change Order (completion date)			N/A	
Current Contract Time Including this Change Order (new completion date)			15-Oct-25	

The above changes are approved:

The above changes are approved:

City of Newton, IA
By: _____

Contractor
Jerry Keenan Concrete
By: _____

Date: 8-7-25

City of Newton Council Report

**Item:**

Resolution approving Change Order #2 and accepting completion of the 2024 Streetscape Improvement Project

Summary:

Approving CO#2 and accepting completion of the 2024 Streetscape Improvement Project

Financial Impact:

Council previously approved a contract for \$831,115.90 on July 15, 2024, and this action would approve CO #2 in the amount of \$2,035.00 and accept the project and authorize payment of the retainage amount of \$42,637.66.

Report Number: 2025-1032**Date:**

August 18, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

N 2nd Ave E between 1st St N and E 4th St N, along with E 2nd St N and E 3rd St N between 1st Ave E and N 2nd Ave E, had several asphalt resurfacing projects over the last 65 years, with the previous resurfacing project occurring between 36 and 38 years ago. The asphalt surface needed to be rehabilitated and had been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage.

The street was reconstructed to 40 feet wide (measured face of curb to face of curb) with parallel parking and new sidewalks. Returning the street to near its original width improved street drainage and provided a grass area between the curb and the sidewalk for aesthetic improvements, pedestrian streetscape lighting, and snow storage.

Construction plans and specifications for the 2024 Streetscape Improvement Project were prepared by City staff and placed out for bid. City Council passed a resolution on July 15, 2024, awarding a contract to Manatt's Inc. of Brooklyn, Iowa, in the amount of \$831,115.90.

In addition to the previously approved change order #1, Manatt's Inc. and their subcontractor A&A Concrete have submitted change order #2, which has been reviewed by public works staff. The proposed change, with a net increase to the project of \$2,035.00, will allow a pipe to be installed to alleviate drainage issues near the reconstructed sidewalks.

The Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work and the issuance of two change orders, is \$852,753.25.

Recommendation:

Approving C.O. #2 and accepting the completion of the 2024 Streetscape Improvement Project, and authorizing the retainage amount of \$42,637.66 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

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 2025- _____

**RESOLUTION APPROVING CO #2 AND ACCEPTING COMPLETION OF THE
2024 STREETSCAPE IMPROVEMENT PROJECT**

WHEREAS, on July 15, 2024, Manatt's Inc. was awarded the 2024-01 Streetscape Improvement Project along N 2nd Ave E and the 100 blocks of E 2nd St N and E 3rd St N; and

WHEREAS, in addition to the previously approved change order #1, Manatt's Inc. and their subcontractor A&A Concrete have submitted change order #2, which has been reviewed by public works staff. The proposed change, with a net increase to the project of \$2,035.00, will allow a pipe to be installed to alleviate drainage issues near the reconstructed sidewalks; and

WHEREAS, Manatt's, Inc. has completed the work, and the Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, approves change order #2, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$42,637.66 to Manatt's, Inc. from Central TIF Bond Funds no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton 303 W 4th St N, Suite 501 Newton Iowa, 50208	LET TO KNOW Newton	Change Order No.2
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Owner:	City of Newton	Project Title:	2024-01 Streetscape Improvement Project
Contractor:	Manatts		
Contract Date:	7/15/2024	Date Prepared:	7/16/2025
Prepared By:	BLS	Reviewed By:	JER

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

Nature of Change	Units	Unit Price	Price Change	Time Change
Remove and Replace Curb & Gutter at 210 N 2nd Ave E to allow gutters to flow to street resolving the issue with water pooling on sidewalk Per LS	1	\$ 1,500.00	\$ 1,500.00	No additional time.
Install PVC pipe from the downspot through the back of curb Per LS	1	\$ 350.00	\$ 350.00	No additional time.
Prime Contractor Markup 10% per SUDAS Per LS	1	\$ 185.00	\$ 185.00	No additional time.
Total Change in Cost		Total Change in Cost	\$ 2,035.00	

Contract Price Prior to this Change Order	\$847,195.90
Net Increase Resulting from this Change Order	\$2,035.00
Current Contract Price Including this Change Order	\$849,230.90
Contract Time Prior to this Change Order (completion date)	November 15, 2024
Net Increase Resulting from this Change Order (completion date)	N/A
Current Contract Time Including this Change Order (new completion date)	November 15, 2025

Date: _____ Date: 7/16/2025	The above changes are approved: The above changes are approved:	City of Newton, IA By: _____ Contractor Manatts By: _____
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City of Newton Council Report

**Item:**

Resolution awarding contract for the 2025 Aurora Park Parking Lot removal

Summary:

Award of contract to remove the parking lot at Aurora Park.

Financial Impact:

\$14,330.00 from 2025 Bond proceeds.

Report Number: 2025-1035

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

As part of a recent land transaction, the City acquired a 10-foot-wide strip along the east side of the adjacent private property to support long-term site planning and improve public access. This acquisition has created a clear boundary between public and private land, which previously shared a common driveway and had overlapping use areas, including portions of an existing parking lot.

To fully separate City-owned property from the neighboring private parcel and eliminate shared use conflicts, staff is recommending the removal of the portion of the parking lot located on the newly acquired strip. This action will allow for the re-establishment of a clear and defined property line, eliminate shared access concerns, and support future improvements or development on City-owned land.

Three quotes were solicited and received for the removal of the portion of the parking lot located on the recently acquired 10-foot strip of land. The scope of work included asphalt removal, saw cutting to create a clean edge along the remaining pavement, and placement of topsoil to restore the area to a natural condition. All quotes were reviewed for completeness and consistency with the requested scope of work.

The apparent low is Annee Construction of Kellogg, Iowa. The project will be paid for using 2025 bond proceeds.

Recommendation:

That Council award the project to Annee Construction of Kellogg, Iowa in the amount of \$14,330.00.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING CONTRACT FOR THE AURORA PARK PARKING LOT
REMOVAL PROJECT**

WHEREAS, as part of a recent land transaction, the City acquired a 10-foot-wide strip along the east side of the adjacent private property to support long-term site planning and improve public access. This acquisition has created a clear boundary between public and private land, which previously shared a common driveway and had overlapping use areas, including portions of an existing parking lot; and

WHEREAS, to fully separate City-owned property from the neighboring private parcel and eliminate shared use conflicts, staff is recommending the removal of the portion of the parking lot located on the newly acquired strip. This action will allow for the re-establishment of a clear and defined property line, eliminate shared access concerns, and support future improvements or development on City-owned land; and

WHEREAS, three quotes were solicited and received for the removal of the portion of the parking lot located on the recently acquired 10-foot strip of land. The scope of work included asphalt removal, saw cutting to create a clean edge along the remaining pavement, and placement of topsoil to restore the area to a natural condition. All quotes were reviewed for completeness and consistency with the requested scope of work; and

WHEREAS, the apparent low is Annee Construction of Kellogg, Iowa. The project will be paid for using 2025 bond proceeds; and

WHEREAS, City Staff recommends that Council award a contract to Annee Construction of Kellogg, Iowa for the Aurora Park parking lot removal project based on the low responsive, responsible quote received in the amount of \$14,330.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Annee Construction of Kellogg, Iowa, in the amount of fourteen thousand three hundred and thirty dollars and zero cents (\$14,330.00) for the Aurora Park parking lot removal Project, 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 executed by Annee Construction of Kellogg, Iowa for the Aurora Park Tennis Courts 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 City shall utilize 2025 Bond proceeds.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 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 Annee Construction hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City of Newton Public Works Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2025 Edition of the SUDAS Standard Specifications, the 2025 City of Newton Supplemental Specifications to said SUDAS Standard Specifications and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted:

2025 Aurora Parking Lot Removal: The project includes removing 400 SY of 4" Asphalt, cutting and sealing the asphalt along the property line and hauling, placing and spreading 55 cy of offsite top soil.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Fourteen Thousand Three Hundred and Thirty Dollars and Zero Cents (\$14,330.00) 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 October 1, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of one hundred dollars and zero cents (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)
removal

Project Name: 2025 Aurora Parking lot

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

JURISDICTION

CONTRACTOR

By _____

Annee Construction
Contractor

(Seal)
ATTEST:

By  

Signature

Owner/President
Title

516 Main St
Street Address

Kellogg, IA, 50135
City, State, Zip Code

641-275-5570
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1473-37 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Owner a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

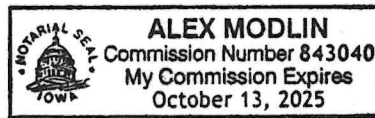
Project Name: 2025 Aurora Parking lot

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Lepore County)

On this 8 day of August, 2025, before me a Notary Public in and for said county, personally appeared Redre Annee, to me personally known, who being by me duly sworn did say that person is owner of said Annee Construction, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Annee Construction, and that said instrument was signed and sealed on behalf of the said Annee Construction, by authority of its managers and the said Annee Construction acknowledged the execution of said instrument to be the voluntary act and deed of said Annee Construction, by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires August 8, 2025



(CONT. CONTRACT)
removal

Project Name: 2025 Aurora Parking lot

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	Pavement Removal	SY	400	\$21.50	\$8,600.00
2.	Saw Cut on Property Line	LS	1	\$750.00	\$750.00
3.	Asphalt sealer	LS	1	\$550.00	\$550.00
4.	Offsite top soil	CY	55	\$66.00	\$3,630.00
5.	Temp Gravel Access	LS	1	\$800.00	\$800.00

Total Quoted Cost to Perform the Work:

\$14,330.00

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2025 City of Newton Tree Removal Project No. 1

Summary:

This resolution awards a contract for the dropping, removal, and stump grinding of 22 trees located in Maytag Park.

Financial Impact:

\$15,650.00 of 2025 Bond Funds

Report Number: 2025-1036

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

In addition to natural tree loss over the last several years, the 2020 derecho and 2022 tornado both added to the tree loss in many City parks. In updating the park's tree GIS inventory this spring, it was determined that the next group of trees needing to be removed totaled 22 trees spread across Maytag Park.

Community Development staff prepared a bid package for the dropping, removal, and stump grinding at these 22 locations; and sought sealed quotations from numerous contractors in Iowa. Quotations were received on August 7, 2025 ranging from \$15,650.00 to \$50,150.00:

The apparent low quote is from Top Saw Tree service of Kalona, Iowa. The project completion date is November 15, 2025. Project costs are to be paid using 2025 Bond funds.

Recommendation:

That Council award a contract to Top Saw Tree Service of Kalona, Iowa in the amount of \$15,650.00.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING CONTRACT FOR THE
2025 CITY OF NEWTON TREE REMOVAL PROJECT NO. 1**

WHEREAS, in addition to natural tree loss over the last several years, the 2020 derecho and 2022 tornado both added to the tree loss in many City parks; and

WHEREAS, in updating the park's tree GIS inventory this spring, it was determined that the next group of trees needing to be removed totaled 22 trees spread across Maytag Park; and

WHEREAS, Community Development staff prepared a bid package for the dropping, removal, and stump grinding at these 22 locations; and sought sealed quotations from numerous contractors in Iowa; and

WHEREAS, Quotations were received on August 7, 2025 ranging from \$15,650.00 to \$50,150.00; and

WHEREAS, City staff recommends that the City of Newton award a contract to Top Saw Tree service of Kalona, Iowa in the amount of \$15,650.00 for the 2025 City of Newton Tree Removal Project No. 1 based on the low responsive, responsible quotation received.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quotation from Top Saw Tree service of Kalona, Iowa in the amount of fifteen thousand six hundred and fifty dollars and zero cents (\$15,650.00) for the 2025 City of Newton Tree Removal Project No. 1 is hereby accepted, the same being the lowest, responsive quotation received for said project; and that the project will be paid for using 2025 Bond Funds.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Top Saw Tree service of Kalona, Iowa for the 2025 City of Newton Tree Removal Project No. 1 as described by the Request for Quotations package, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 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 Top Saw Tree Service LLC., 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 specifications included with the RFQ. 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 quoted prices shown on the Competitive Quotation Form, which were proposed by the Contractor in its proposal submitted in accordance with the Request For Quotations (RFQ), for the following described improvements:

2025 City of Newton Tree Removal Project No. 1 - This project includes the dropping, removal, and stump grinding of 22 trees located in Maytag Park in Newton Ia. The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before November 15, 2025.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the quoted amount of fifteen thousand six hundred and fifty dollars and zero cents (\$15,650.00) which amount shall constitute the required amount of the performance bond. The Contractor hereby agrees to fully complete the project on or before November 15, 2025.

(CONT. CONTRACT) Project Name: 2025 City of Newton Tree Removal Project No. 1

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

(CONT. CONTRACT)

Project Name: 2025 City of Newton Tree Removal Project No. 1

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the quoted prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with the Request for Quotations (RFQ). 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.

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Tree & Stump Removal	Each	22	<u>\$700.00</u>	<u>\$15,400.00</u>
1.	Stump Removal	Each	2	<u>\$125.00</u>	<u>\$250.00</u>

Total Contract Price: \$15,650.00

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2025 City of Newton Tree Removal Project No. 2

Summary:

This resolution awards a contract for the dropping, removal, and stump grinding of 25 trees located in Woodland Park and Union Cemetery.

Financial Impact:

\$17,450.00 to be paid using 2025 Bond Funds

Report Number: 2025-1037

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

In addition to natural tree loss over the last several years, the 2020 derecho and 2022 tornado both added to the tree loss in many City parks. In updating the park's tree GIS inventory this spring, it was determined that the next group of trees needing to be removed totaled 25 trees spread across Woodland Park and Union Cemetery.

Community Development staff prepared a bid package for the dropping, removal, and stump grinding at these 25 locations; and sought sealed quotations from numerous contractors in Iowa. Quotations were received on August 7, 2025 ranging from \$17,450.00 to \$85,971.00:

The apparent low quote is from DW tree service of Newton, Iowa. The project completion date is December 31, 2025. Project costs are to be paid using 2025 Bond funds.

Recommendation:

That Council award a contract to DW tree service of Newton, Iowa in the amount of \$17,450.00.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING CONTRACT FOR THE
2025 CITY OF NEWTON TREE REMOVAL PROJECT NO. 2**

WHEREAS, in addition to natural tree loss over the last several years, the 2020 derecho and 2022 tornado both added to the tree loss in many City parks; and

WHEREAS, in updating the park's tree GIS inventory this spring, it was determined that the next group of trees needing to be removed totaled 25 trees spread across Woodland Park and Union Cemetery; and

WHEREAS, Community Development staff prepared a bid package for the dropping, removal, and stump grinding at these 25 locations; and sought sealed quotations from numerous contractors in Iowa; and

WHEREAS, Quotations were received on August 7, 2025 ranging from \$17,450.00 to \$85,971.00; and

WHEREAS, City staff recommends that the City of Newton award a contract to DW tree service of Newton, Iowa in the amount of \$17,450.00 for the 2025 City of Newton Tree Removal Project No. 2 based on the low responsive, responsible quotation received.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quotation from DW tree service of Newton, IA in the amount of seventeen thousand four hundred and fifty dollars and zero cents (\$17,450.00) for the 2025 City of Newton Tree Removal Project No. 2 is hereby accepted, the same being the lowest, responsive quotation received for said project; and that the project will be paid for using 2025 Bond Funds.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by DW tree service of Newton, IA for the 2025 City of Newton Tree Removal Project No. 2 as described by the Request for Quotations package, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 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 DW tree service, 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 specifications included with the RFQ. 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 quoted prices shown on the Competitive Quotation Form, which were proposed by the Contractor in its proposal submitted in accordance with the Request For Quotations (RFQ), for the following described improvements:

2025 City of Newton Tree Removal Project No. 2 - This project includes the dropping, removal, and stump grinding of 25 trees located in Woodland Park and Union Cemetery in Newton Ia. The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before on or before December 31, 2025.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the quoted amount of seventeen thousand four hundred and fifty dollars and zero cents (\$17,450.00) which amount shall constitute the required amount of the performance bond. The Contractor hereby agrees to fully complete the project on or before December 31, 2025.

(CONT. CONTRACT)

Project Name: 2025 City of Newton Tree Removal Project No. 2

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)

ATTEST:

By _____

Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

(CONT. CONTRACT)

Project Name: 2025 City of Newton Tree Removal Project No. 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the quoted prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with the Request for Quotations (RFQ). 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.

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Tree & Stump Removal	Each	25	<u>\$698.00</u>	<u>\$17,450.00</u>

Total Contract Price: \$17,450.00

City of Newton Council Report

**Item:**

Resolution approving the purchase of patio furniture for Westwood Clubhouse

Summary:

Purchase of Patio Furniture for the Westwood Clubhouse

Financial Impact:

\$35,778.60

Report Number: 2025-1049

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The next phase of the Westwood Clubhouse project is the construction of a concrete patio on the south side of the building. This project was approved/accepted at the August 4, 2025 City Council meeting.

It is necessary to purchase patio furniture. Christine Pletcher DeZign has sourced high-quality, substantial, and functional patio furniture which includes black iron mesh tables, arm chairs, Adirondack chairs, end tables, umbrella bases, etc. Christine Pletcher DeZign and City staff have worked with a number of vendors to provide some sponsored umbrellas for the furniture- which have no cost to the city and provide a festive look and feel for the space. (They are designer approved!)

The proposed furnishings will carry the color and theme of the interior of the clubhouse to the exterior for years to come.

As with other purchases made for the project, Christine Pletcher DeZign can purchase and source these items for less than retail cost and has passed that savings on to the City.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE OF PATIO FURNITURE
FOR THE WESTWOOD CLUBHOUSE

WHEREAS, the City of Newton entered into a design services agreement with Christine Pletcher DeZign for design services for the new clubhouse at Westwood Golf Course; and

WHEREAS, Christine Pletcher DeZign has sourced high quality, affordable furniture for the patio which includes black iron mesh dining tables and stackable chairs; polywood Adirondack chairs, outdoor end tables, and benches; and umbrellas and umbrella stands;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the purchase of patio furniture from Christine Pletcher DeZign in an amount of \$35,778.60 is hereby approved using 2025 Bond Funds.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Authorizing the Newton Fire Department to accept the 2025 Local Fire Protection and Emergency Medical Services Grant award and agreement in the amount of \$5,250.00 and purchase the inflatable fire safety house

Summary:

Resolution approving accepting of a fire safety grant from the Iowa Department of Inspection, Appeals, and Licensing for \$5,250 and approve purchase of grant equipment.

Financial Impact:

Minimal. Grant revenue will offset the majority of the project cost.

Report Number: 2025-1053**Date:**

August 18, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department utilizes a fire safety trailer currently for teaching fire safety to school aged children and allows use by other fire departments in Jasper County. The trailer is showing signs of age and the Fire Marshal's office requested to apply for this grant to provide an alternative for fire safety education. The Fire Marshals office has worked with the National Fire Safety Council to get pricing for the project. The cost of the inflatable fire safety house is \$5,295. The remaining costs will be paid from the fire department budget. There is no required local match for this grant award.

Recommendation:

City Staff recommends to approve the resolution authorizing for the Newton Fire Department to accept the 2025 Local Fire Protection and Emergency Medical Services Grant award in the amount of \$5,250.00 and to purchase the inflatable fire safety house from the National Fire Safety Council of Odessa, Missouri in the amount of \$5,295. The balance of the purchase will be paid from the fire department budget.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION AUTHORIZING THE NEWTON FIRE DEPARTMENT TO
ACCEPT THE 2025 LOCAL FIRE PROTECTION AND EMERGENCY
MEDICAL SERVICES GRANT AWARD AND AGREEMENT IN THE
AMOUNT OF \$ 5,250.00 AND PURCHASE THE INFLATABLE FIRE
SAFETY HOUSE**

WHEREAS, the Iowa Department of Inspection, Appeals, and Licensing
administers the Local Fire Protection and Emergency Medical Services Grant; and

WHEREAS, the purpose of the program is to award grants directly to fire
departments to enhance their fire and life safety education programs; and

WHEREAS, the fire department has worked with the National Fire Safety Council
to procure the inflatable fire safety house. There is no required local cost match for the
grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Newton, Iowa the City accept the Local Fire Protection and Emergency Medical
Services grant award of \$ 5,250 and authorizes the Fire Chief to sign the award and
general conditions for the grant, and

BE IT FURTHER RESOLVED, to purchase the inflatable fire safety house from
the National Fire Safety Council of Odessa, Missouri in the amount of \$5,295 using the
grant funds and the remainder to be paid from the Fire Department Budget.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



August 8, 2025

Newton Fire Dept.

Dear Jacob:

The Iowa Department of Inspections, Appeals, & Licensing (DIAL) is pleased to inform you that a grant has been approved in the amount of \$5,250.00 for use under the Local Fire Protection and Emergency Medical Services Grant Program.

This letter and its attachments outline the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return along with this agreement letter before making any purchase(s). If DIAL does not receive signed copies of this grant award letter and general grant terms within 14 days after the date of the grant award letter, this grant may be revoked.

Grant funds must be used specifically for portable, inflatable fire safety house, as stated in your approved grant proposal. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The grant funds are to be expended within one year from the date of this letter and written approval must be received prior to spending funds on anything not already approved in your grant proposal.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Johnson, Jr.", written in a cursive style.

Larry Johnson, Jr.
Director

ACCEPTED AND AGREED:

Fire Chief or Designee (signature)/Date

LOCAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES GRANT PROGRAM

GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated August 8, 2025 to which these General Grant Terms, Conditions, and Understandings are attached, the Iowa Department of Inspections, Appeals, & Licensing (DIAL) is awarding this grant in the amount of \$5,250.00 to you as the Grantee contingent upon the following:

Expenditure of Funds:

This grant is to support specific fireworks safety education programming to the public; or to purchase necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in Iowa. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The Grantee must provide a written report to DIAL if any portion of the grant is unexpended after 12 months to include the amount of funds left, how it will be used, and when it will be expended. This grant is made for the purpose outlined in the grant award letter, and terms and conditions. Grant funds may not be expended for any other purpose without prior written approval from DIAL.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from DIAL.

Records and Reports:

You are required to submit a written request, including itemized receipt(s), to DIAL after a related purchase is made. A reimbursement check will be sent to you upon review and approval of the purchase. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Department, for at least five years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide DIAL with immediate written notification of: (1) your inability to expend the grant within 12 months for the purposes described in the grant award letter and terms and conditions; or (2) any expenditure from this grant to be made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation:

You will permit DIAL, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as DIAL deems necessary or appropriate concerning this grant award.

Right to Modify or Revoke:

DIAL reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in DIAL's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; or (2) to comply with the requirements of any law or regulation applicable to you, DIAL, or this grant.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

___Newton Fire Dept.___
Fire Department

___Larry Johnson, Jr._____
DIAL (printed)

______ 08/08/2025
DIAL (signature)/Date

Fire Chief or Designee (printed)

Fire Chief or Designee (signature)/Date



National Fire Safety Council

C/O Rick Dye

6543 Lakeside Circle

Odessa, MO 64076

PLEASE REMIT PAYMENT TO ABOVE ADDRESS

BILL TO

Newton Fire Department

410 S 2nd Ave W

Newton, IA 50208

INVOICE

INVOICE

IA-50-F-2.1

DATE

8/9/2025

CUSTOMER ID

IA-50-F-2

TERMS

NET 30

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1970F Fire Safety Inflatable House	1	5,295.00	\$5,295.00
- freight and handling included in unit price			\$0.00
- Department must provide hi resolution artwork at time of order			\$0.00
in .jpg or .png format for customization on exterior of inflatable			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL			5,295.00
TOTAL		\$	5,295.00

If you have any questions about this invoice, please contact

Rick Dye - rdyenfsc@gmail.com 816-405-7246

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 2025 HMA Alley Overlay Project

Summary:

Accept plans and order bids for the 2025 HMA alley overlay Project

Financial Impact:

\$350,000.00 from 2025 bond revenue funds

Report Number: 2025-1030

Date:

August 18, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

As part of the Alliant Energy H Structure project, the City of Newton committed to restoring the alleys impacted by construction activities once Alliant's work was complete.

With Alliant Energy now finished, the Public Works Department has prepared plans and specifications for the restoration work, which are ready to be placed out for bid. The scope of the project includes full-depth patching in areas where excavations occurred, as well as a 2" mill and overlay throughout the 15-foot-wide travel portion of the alleys. A bid alternate for handwork adjacent to buildings has also been included.

The bid opening is scheduled for September 4, 2025, with the public hearing and anticipated award of contract to be held at the regular City Council meeting on September 15, 2025. The engineer's estimate for construction is \$350,000.00, to be funded through 2025 bond revenue.

Recommendation:

Accept the plans, set dates, and obtain bids for the 2025 HMA Alley overlay Project

Matt Muckler, City Administrator

RESOLUTION NO. 2025- _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, ORDERING CLERK TO PUBLISH NOTICE, FIXING A DATE FOR RECEIVING SAME, FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE W 2025 HMA ALLEY OVERLAY PROJECT

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

WHEREAS, with Alliant Energy now finished, the Public Works Department has prepared plans and specifications for the restoration work, which are ready to be placed out for bid. The scope of the project includes full-depth patching in areas where excavations occurred, as well as a 2” mill and overlay throughout the 15-foot-wide travel portion of the alleys. A bid alternate for handwork adjacent to buildings has also been included; and

WHEREAS, the bid opening is scheduled for September 4, 2025, with the public hearing and anticipated award of contract to be held at the regular City Council meeting on September 15, 2025. The engineer’s estimate for construction is \$350,000.00, to be funded through 2025 bond revenue; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2025 HMA Overlay Project in the City of Newton, Iowa, is hereby ordered to be advertised for bids for construction; and the project be paid for with 2025 bond revenue funds; and

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

That the City Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Public Works Director at 11:00 AM on the 4th day of September 2025. There the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications, and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 15th day of September 2025, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of August, 2025

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTICE OF PUBLIC HEARING
CITY OF NEWTON, IOWA PUBLIC IMPROVEMENT PROJECT

A public hearing will be held by the Newton City Council on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the 2025 HMA Alley Overlay Project at its meeting at 6:00 P.M. on September 15, 2025, in said Newton City Council Chambers at City Hall, 101 W. 4th St. S., Newton, IA. Any person interested may appear and file objections to the proposed plans, specifications, form of contract or cost of such improvement.

Proposed drawings, specifications and form of contract may be examined at the Newton City Clerk's Office, 101 W 4th St S, Newton, Iowa 50208, Monday through Friday, 8:00 am to 4:00 pm.

Published by order of the City of Newton, Iowa.

By:

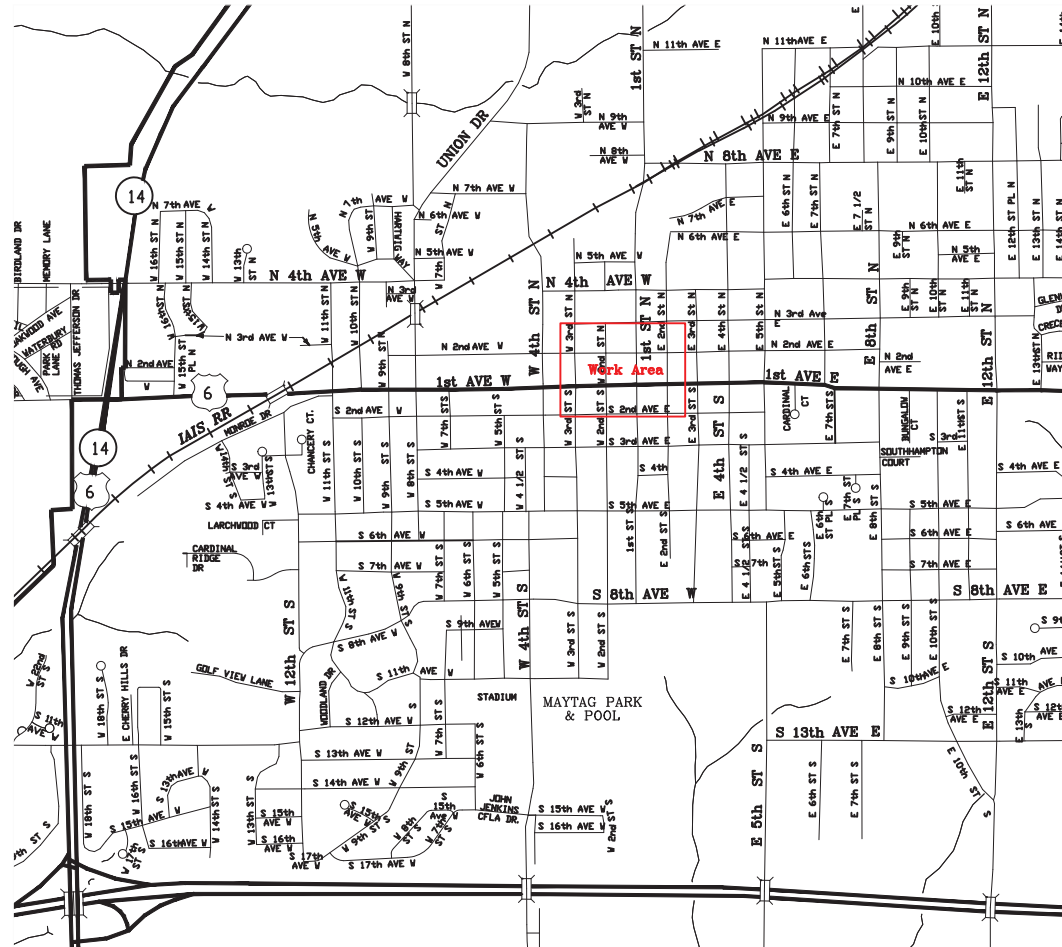
Katrina Davis, City Clerk
City of Newton, IA

LETTING DATE
SEP 4, 2025

2025 HMA ALLEY OVERLAY PROJECT CITY OF NEWTON, IOWA

TOTAL SHEETS:13

PROJECT NUMBER:
HMA-2025-01



INDEX OF SHEETS	
NO.	DESCRIPTION
A.01	TITLE SHEET, LOCATION MAP
A.02	LEGEND,GENERAL NOTES, UTILITY CONTACTS
A.03	GENERAL NOTES
C.01	ESTIMATED QUANTITIES,REFERENCE NOTES &GENERAL NOTES
C.02	QUANTITY TABULATIONS
M.01-M.08	HMA RESURFACING PLAN SHEETS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Justin Nickel

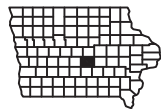
JUSTIN E. NICKEL, P.E.

REG. NO. 18950 DATE: 8/8/2025

MY LICENSE RENEWAL DATE IS Dec. 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

Entire Document



LOCATION MAP
NOT TO SCALE

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



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

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

LEGEND

	Contour w/ Elevation		Interstate Highway Symbol
	Chain Link Fence		U.S. Highway Symbol
	Board Fence		State Highway Symbol
	Barbed Wire Fence		County Road Symbol
	Woven Fence		Benchmark
	Barbed Wire & Woven Fence		Concrete Monument
	Tree Line		Terrace
	Tree Stump		Earth Dam or Dike
	Deciduous Tree		Edge of Water
	Coniferous Tree		Drainage Flow Arrow
	Tree To Be Removed		Well
	Shrub		Traffic Signal Pedestal
	Soil Boring		Traffic Signal w/ Mast Arm
	Telephone		Traffic Signal Cabinet Controller
	Overhead Telephone		Flared End Section
	Fiber Optic		Guy Anchor
	Electric		Mailbox
	Electric-Overhead		Speed Limit Sign
	Cable Television		Mile Marker Post
	Cable Television-Overhead		Stop Sign
	Gas Main		Railroad Signal Control Box
	Gas Valve		Top of Embankment
	Water Main		Drainage Course
	Sanitary Sewer		Rip Rap
	Septic Tank		Gabion
	Storm Sewer		PC Concrete (PCC) Surface
	Sanitary Sewer Manhole		Granular Surface
	Storm Sewer Intake		Hot Mix Asphalt (HMA) Surface
	Storm Sewer Manhole		Building
	Fire Hydrant		Removal Area
	Water Main Valve		Concrete Wall
	Water Service Valve		Timber Wall
	Utility Pole		Railroad Track
	Street/Yard Light		Section Corner
	Traffic Sign		Property Corner
	Electric Box		Spot Elevation
	Telephone Junction Box		Communications Tower
	Propane Tank		Detectable Warning Panel
	CATV Junction Box		Fulldepth location
	Guard Post or Bollard		Fulldepth patch
	Underground Storage Tank		Handwork
	Above Ground Storage Tank		14' Mainline Paving
	Satellite Dish		

GENERAL NOTES

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

04-15-08

213-1

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

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

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

10-28-97

232-10

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

01-20-84

223-6

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

UTILITY CONTACT INFORMATION

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

ABBREVIATIONS

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

DRAWN BY:	BLS	APPROVED:	
DATE:	JUNE 2025	DATE:	
SURVEY DATE:	MARCH 2025		

REVISIONS:	

LEGEND



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

2025 HMA ALLEY OVERLAY
PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
A.02

PROJECT SCHEDULE

1. PROJECT COMPLETION: 12/01/2025

LIQUIDATED DAMAGES: \$500 / CALENDAR DAY

STANDARD CONSTRUCTION NOTES:

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

UTILITY COORDINATION NOTES:

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

PROJECT NOTES:

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

TRAFFIC CONTROL NOTES:

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

DRAWN BY: BLS DATE: JUNE 2025 SURVEY DATE: MARCH 2025	APPROVED: DATE:	REVISIONS:	GENERAL NOTES		CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 HMA ALLEY OVERLAY PROJECT CITY OF NEWTON, IOWA	SHEET NO. A.03
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ESTIMATE REFERENCE INFORMATION				
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY
1	5020-108-F	Valve Box Adjustment, Minor: Measurement and payment for minor adjustment of an existing valve box by raising or lowering the adjustable valve box is incidental.	EA	5
2	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR: Measurement: Each existing manhole adjusted to finished grade by addition or removal of adjustment rings or adjustment of adjustable casting will be counted. Payment: Payment will be made at the unit price for each minor manhole adjustment. Unit price includes, but is not limited to, removing existing casting and existing adjustment rings, furnishing and installing adjustment rings, and furnishing and installing new casting, and installing new infiltration barrier (sanitary sewer manholes only). SEE TABULATIONS PAGE C.02 SANITARY SEWER MANHOLE CASTINGS SHALL BE SW-601, TYPE B(READS SANITARY SEWER)	EA	10
3	7021-108-A-0	14' MAINLINE 2" Asphalt Overlay by Ton HMA, 1/2" ST MIX, (1 MILLION ESALS), PG 58-28S: Measurement: Measurement will be in tons of asphalt overlay. Payment: Payment will be at the unit price per ton of asphalt overlay. Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coats between layers, construction zone protection, and quality control.	TONS	1041
4	7040-108-A-1	FULL DEPTH PATCHING 7" HMA 1/2" HT MIX, (1 MILLION ESALS), PG 58-28S: Measurement: Measurement will be in square yards for each type and thickness of full depth patch. Patches less than 2 square yards in area will be considered 2 square yards. Payment: Payment will be made at the unit price per square yard for each type and thickness of full depth patch. Includes: Unit price includes, but is not limited to, sawing, removing, and disposing of existing pavement and reinforcing; restoring the subgrade; ; furnishing and placing the patch material, including the asphalt binder and tack coat; ; and pavement protection; joint sawing and filling; and placing backfill and restoring disturbed surfaces.	SY	777
5	7021-108-A-3	2" MILLING: Measurement: Measurement will be in square yards for the area of milling. Payment: Payment will be made at the unit price per square yard of milling. Includes: Unit price includes, but is not limited to, milling pavement; furnishing water; and salvaging, stockpiling, and removing cuttings and debris. Contractor responsible for disposing of millings.	SY	8759
6	8030-A-1	TEMPORARY TRAFFIC CONTROL: Item shall include all signs, delineators, extra type III barricades and channelizers shall be on site and deployed according to the traffic control plan provided to the engineer for approval and be included with this item. The contractor shall furnish and maintain all traffic control devices required for the duration of this project in accordance with the current edition of the manual on uniform traffic control devices (mutcd) as adopted by the idot. All traffic control devices shall be properly located and kept clean and legible by the contractor to provide for safe traffic flow at all times. Coordinate all street closures with the City. Temporary gravel patches to maintain access for phased construction is incidental to this item.	LS	1

		ESTIMATE REFERENCE INFORMATION BID ALTERNATE 1		
A1	7021-108-A-0	2" Asphalt Overlay by Ton HMA, 1/2" ST MIX, (1 MILLION ESALS), PG 58-28S HANDWORK: Measurement: Measurement will be in tons of asphalt overlay. Payment: Payment will be at the unit price per ton of asphalt overlay. Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coats between layers, construction zone protection, and quality control and all work required to place the 2" hma along the building where machine are unable to reach.	TONS	66
A2	7021-108-A-3	2" MILLING: Measurement: Measurement will be in square yards for the area of milling. Payment: Payment will be made at the unit price per square yard of milling. Includes: Unit price includes, but is not limited to, milling pavement; furnishing water; and salvaging, stockpiling, and removing cuttings and debris located along building's, meters and other projections within the two feet of the building. Contractor responsible for disposing of millings.	SY	603

14' Mainline Paving Tabulation				
NO	START STATION	END STATION	Width(FT)	Asphalt (Tons)
1	02+98.00	05+77.00	14	48
2	06+43.00	07+56.00	14	19
3	07+88.00	09+26.00	14	24
4	09+92.00	12+74.00	14	49
5	13+40.00	16+21.00	14	48
6	16+87.00	19+68.00	14	48
7	20+34.00	23+17.00	14	49
8	37+30.00	40+10.00	14	48
9	40+76.00	43+57.00	14	48
10	47+71.00	50+52.00	14	48
11	51+18.00	54+00.00	14	49
12	54+66.00	57+48.00	14	49
13	57+57.00	60+38.00	14	48
14	62+58.00	63+93.00	14	23
15	64+06.00	65+40.00	14	23
16	66+07.00	67+40.00	14	23
17	67+70.00	69+03.00	14	23
18	69+17.00	70+51.00	14	23
19	70+60.00	71+95.00	14	23
20	72+08.00	73+41.00	14	23
21	74+07.00	75+41.00	14	23
22	75+55.00	76+88.00	14	23
23	77+54.00	78+89.00	14	23
24	79+03.00	80+36.00	14	23
25	80+50.00	81+83.00	14	23
26	82+49.00	83+83.00	14	23
27	83+96.00	85+30.00	14	23
28	85+96.00	88+77.00	14	48
29	88+92.00	90+25.00	14	23
TOTALS				972

ADJUSTMENT OF FIXTURES				
NO.	LOCATION STATION	TYPE OF FIXTURE	ADJUSTMETNTS	NOTES
1	4+34.49 L	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
2	6+44.35	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
3	12+35.07 R	WATER VALVE	MINOR	WATER VALVE
4	13+80.98 L	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
5	17+53.38 L	MANHOLE -SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
6	39+33.75 L	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
7	42+17.33 R	MANHOLE -SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
8	42+18.43	WATER VALVE	MINOR	WATER VALVE
9	49+12.43	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
10	52+58.28	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
11	56+06.18	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)
12	68+03.87	WATER VALVE	MINOR	WATER VALVE
13	74+25.82	WATER VALVE	MINOR	WATER VALVE
14	75+66.77	WATER VALVE	MINOR	WATER VALVE
15	78+97.67	MANHOLE-SANITARY	MINOR	SW 601, TYPE B(READS SANITARY SEWER)

FULL DEPTH TABULATIONS				
NO	START STATION	END STATION	Side	SY
1	02+98.00	03+04.00	L	4
2	03+04.00	03+67.00	B	5.43
3	04+41.00	04+50.00	L	7.91
4	04+94.00	05+25.00	B	47.21
5	05+46.00	05+66.00	R	7.19
6	06+55.00	06+77.00	B	13.75
7	06+90.00	06+93.00	L	0.91
8	07+48.00	07+58.00	L	9.84
9	07+96.00	08+44.00	R	34.4
10	08+92.00	09+21.00	R	30.33
11	10+08.00	12+73.00	R	180.26
12	13+43.00	13+49.00	B	9.73
13	14+21.00	14+97.00	B	83.27
14	15+24.00	15+37.00	B	23.09
15	16+00.00	16+31.00	L	9.98
16	18+19.00	18+26.00	B	11.12
17	18+65.00	19+19.00	L	33.62
18	19+59.00	19+68.00	L	3.79
19	41+38.00	41+64.00	L	20.87
20	40+76.00	42+94.00	R	140.89
21	63+15.00	63+27.00	R	4.48
22	64+63.00	64+65.00	R	2.56
23	69+11.00	70+51.00	L	59.4
24	72+14.00	72+73.00	L	33.35
TOTALS				777.38

HMA FULL DEPTH PATCHING:

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

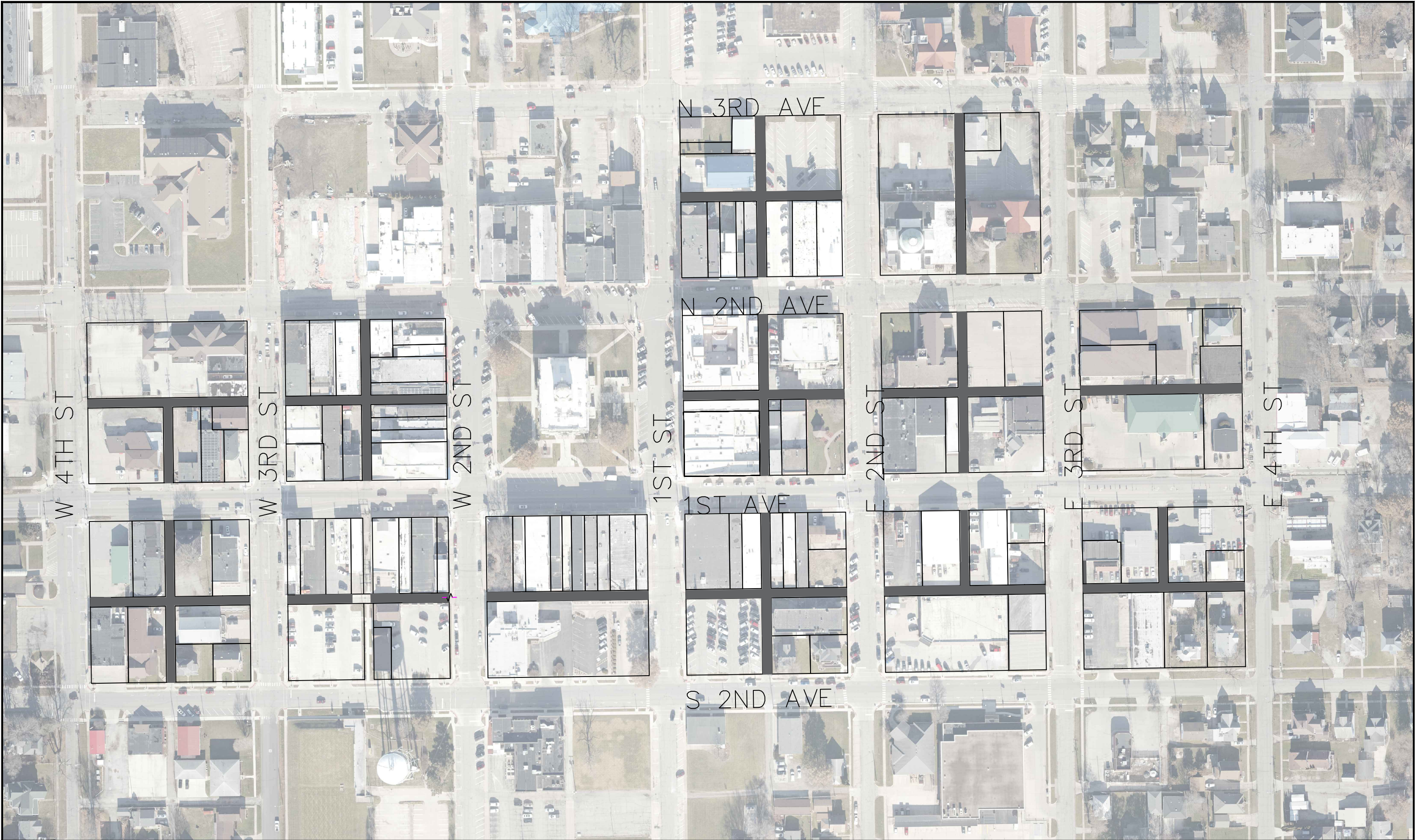
a. HMA PAVING MIX DESIGN
3. QUALITY CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 7010, 3.08 'QUALITY CONTROL' OF THE STANDARD SPECIFICATIONS.
4. THE CONTRACTOR SHALL OPEN NEWLY CONSTRUCTED PAVEMENT TO TRAFFIC IN ACCORDANCE WITH SECTION 7010, 3.06 OF THE STANDARD SPECIFICATIONS. ALL NEWLY CONSTRUCTED PAVEMENT SHALL BE SCRAPPED AND SWEEPED CLEAN PRIOR TO OPENING TO TRAFFIC.
5. THE CONTRACTOR SHALL PROTECT PAVEMENT IN ACCORDANCE WITH SECTION 7010, 3.05 OF THE STANDARD SPECIFICATIONS AND SHALL NOT USE NEWLY CONSTRUCTED PAVEMENT AS AN AREA OF STOCKPILING MATERIALS.
6. ALL UTILITY FIXTURES (WATER VALVE BOXES, MANHOLES, AND STORM SEWER INTAKES) SHALL BE SET TO THEIR CORRESPONDING PAVEMENT ELEVATIONS.

SANITARY SEWER NOTES

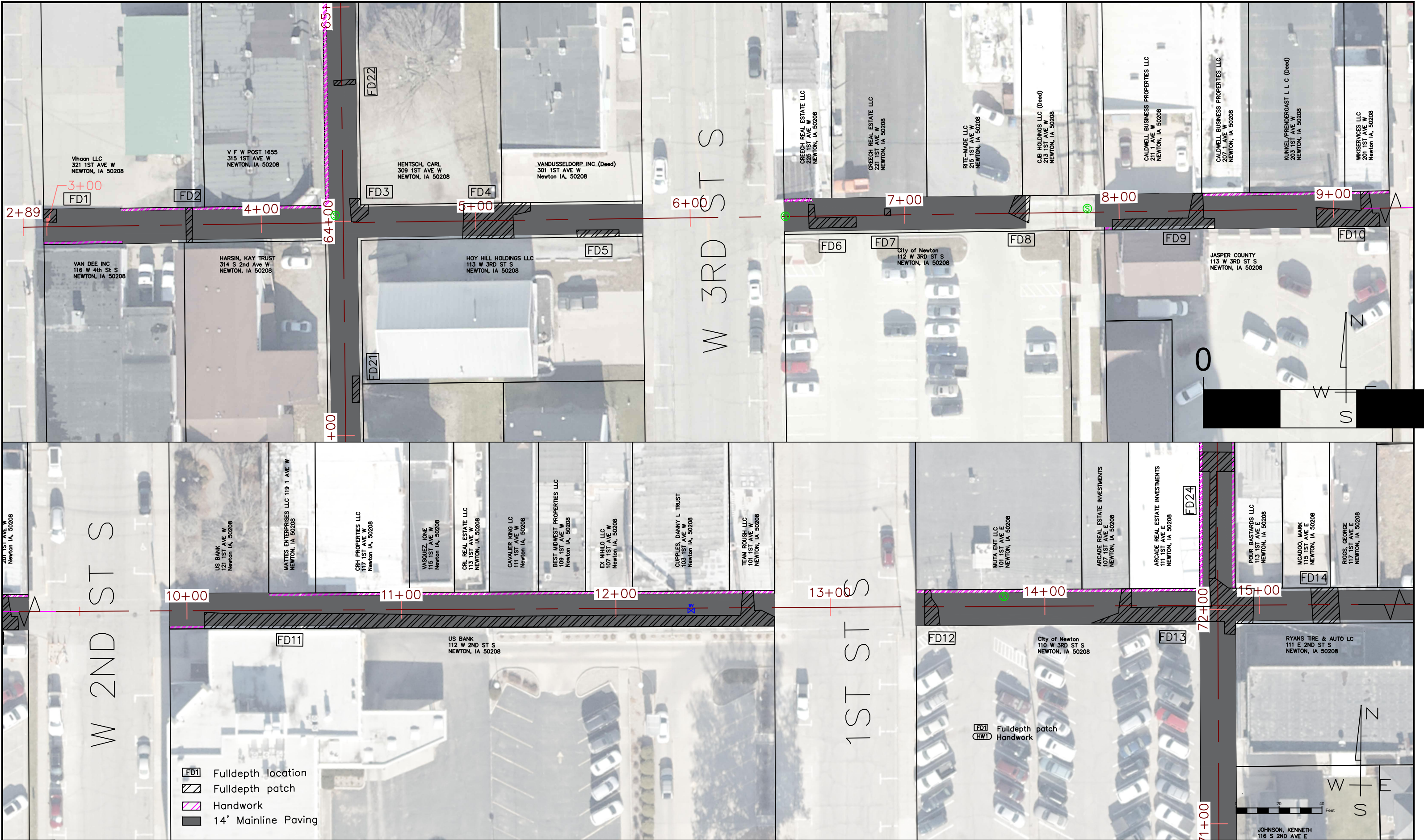
1. MANHOLE CASTINGS SHALL BE 2 PIECE FIXED CASTINGS. ALL MANHOLE CASTINGS SHALL BE BOLTED TO THE STRUCTURE AT ALL ATTACHMENT HOLE LOCATIONS IN THE CASTING. ALL CASTINGS SHALL COMPLY WITH FIGURES SW-601. ALL MANHOLES IN PAVING SHALL BE GASKETED.

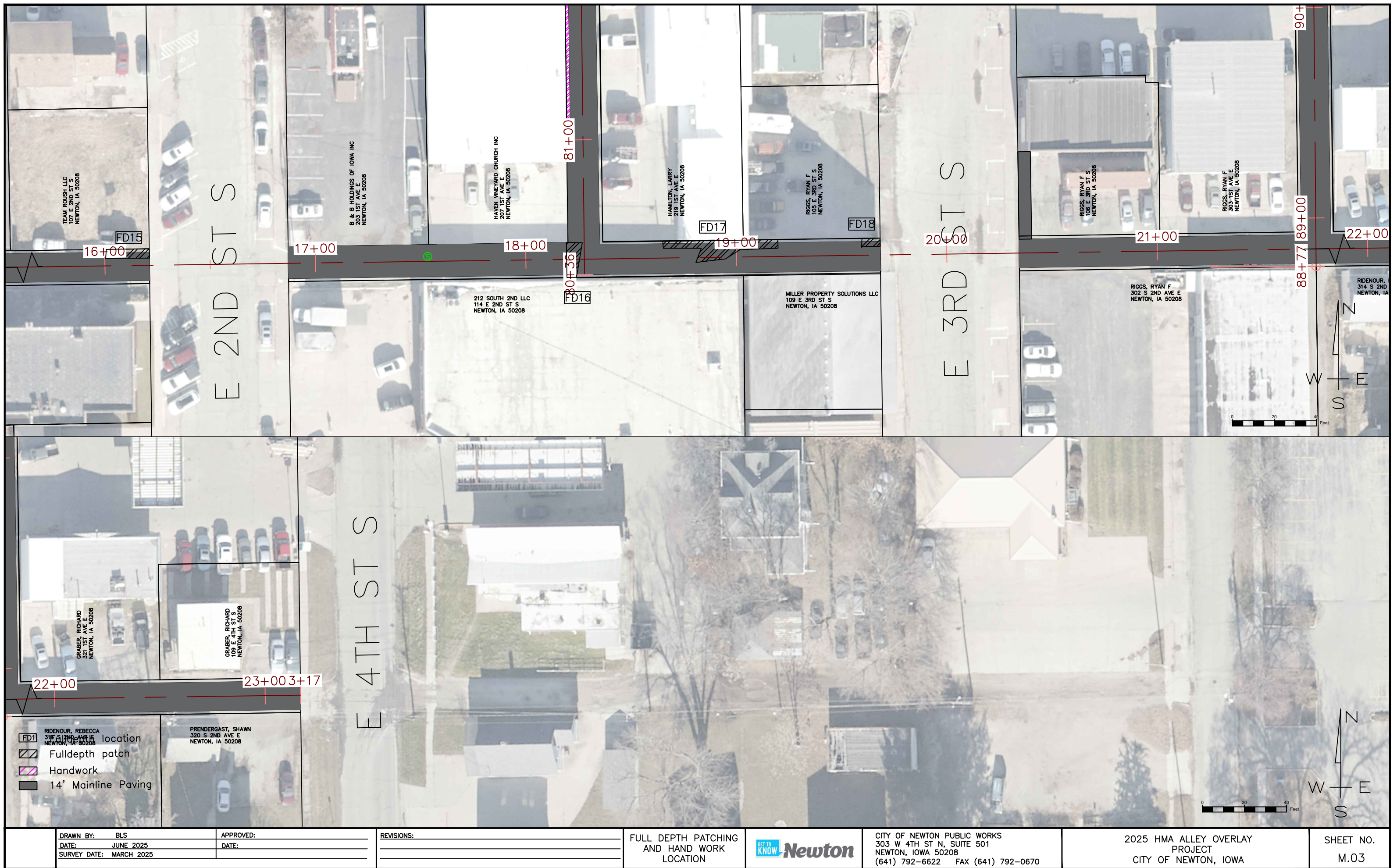
14' Mainline Milling Tabulation				
NO	START STATION	END STATION	Width(FT)	Milling (SY)
1	02+98.00	05+77.00	14	434
2	06+43.00	07+56.00	14	176
3	07+88.00	09+26.00	14	215
4	09+92.00	12+74.00	14	439
5	13+40.00	16+21.00	14	437
6	16+87.00	19+68.00	14	437
7	20+34.00	23+17.00	14	440
8	37+30.00	40+10.00	14	436
9	40+76.00	43+57.00	14	437
10	47+71.00	50+52.00	14	437
11	51+18.00	54+00.00	14	439
12	54+66.00	57+48.00	14	439
13	57+57.00	60+38.00	14	437
14	62+58.00	63+93.00	14	210
15	64+06.00	65+40.00	14	208
16	66+07.00	67+40.00	14	207
17	67+70.00	69+03.00	14	207
18	69+17.00	70+51.00	14	208
19	70+60.00	71+95.00	14	210
20	72+08.00	73+41.00	14	207
21	74+07.00	75+41.00	14	208
22	75+55.00	76+88.00	14	207
23	77+54.00	78+89.00	14	210
24	79+03.00	80+36.00	14	207
25	80+50.00	81+83.00	14	207
26	82+49.00	83+83.00	14	208
27	83+96.00	85+30.00	14	208
28	85+96.00	88+77.00	14	437
29	88+92.00	90+25.00	14	207
TOTALS				8759

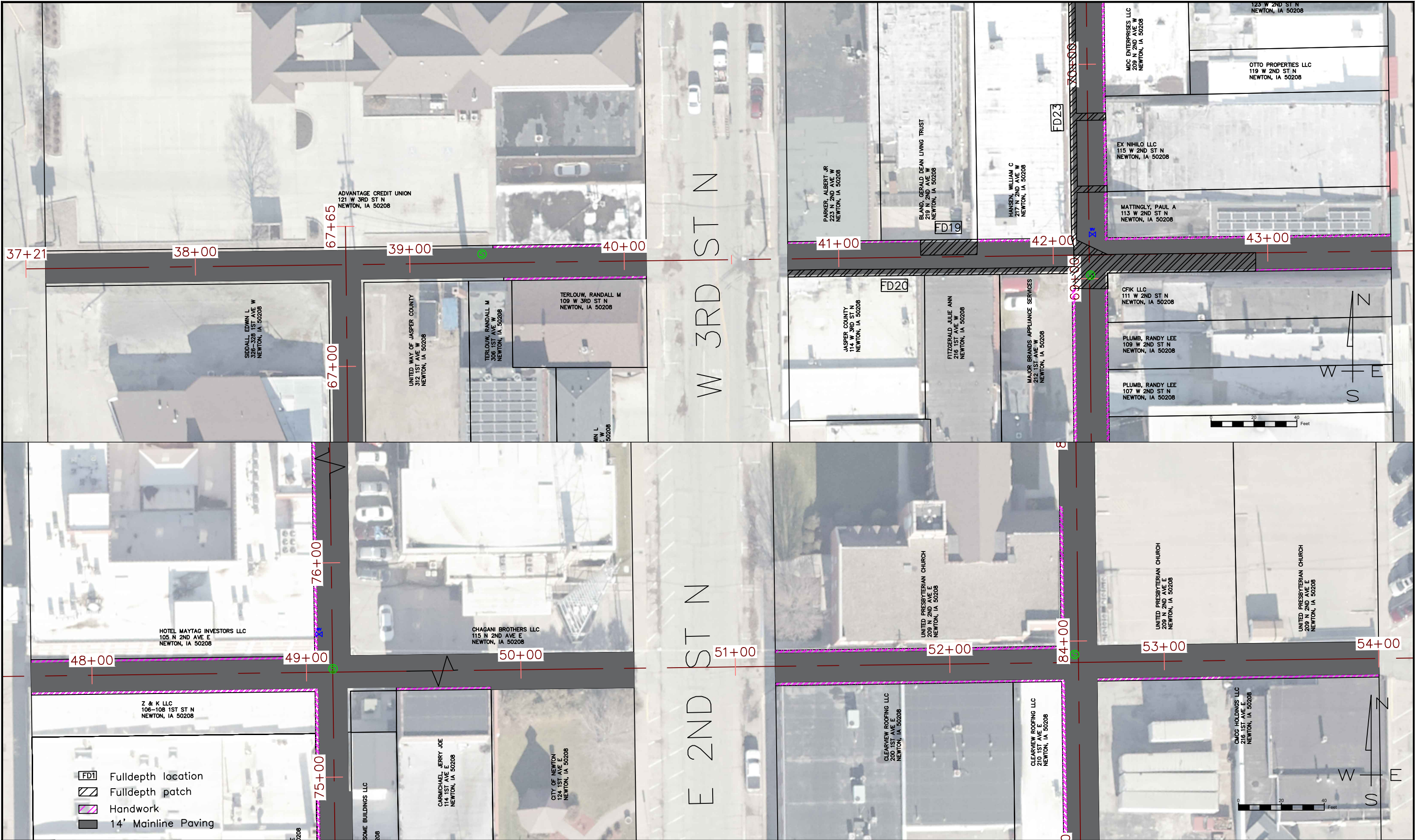
ADD ALTERNATE 1 Hand Work				
NO	START STATION	END STATION	Side	SY
1	02+98.00	03+35.00	R	6.11
2	03+34.00	04+31.00	L	16.22
3	06+43.00	06+57.00	L	2.02
4	07+93.00	07+96.00	R	0.6
5	08+38.00	09+26.00	L	13.89
6	09+91.00	10+08.00	R	2.68
7	10+38.00	12+73.00	L	38.78
8	13+39.00	14+73.00	L	23.32
9	37+71.00	40+10.00	L	11.9
10	39+43.00	40+10.00	R	11.17
11	40+76.00	41+38.00	L	8.6
12	41+76.00	42+08.00	L	6.11
13	42+25.00	43+57.00	L	14.83
14	42+94.00	43+57.00	R	8.78
15	47+71.00	49+05.00	L	22.67
16	47+71.0	49+05.00	R	22.67
17	49+41.00	49+86.00	R	7.37
18	51+18.00	52+53.00	L	21.78
19	51+18.00	52+53.00	R	21.78
20	52+68.00	54+00.00	R	21.89
21	55+45.00	56+72.00	R	21.06
22	57+57.00	58+89.00	R	21.74
23	59+06.00	60+38.00	R	22
24	64+07.00	65+40.00	L	24
25	67+70.00	68+95.00	L	17.83
26	67+70.00	68+95.00	R	17.83
27	69+18.00	70+51.00	R	15.88
28	72+09.00	73+41.00	L	21.33
29	72+09.00	73+41.00	R	21.33
30	74+04.00	74+53.00	R	8.67
31	74+04.00	75+40.00	L	22
32	75+56.00	76+88.00	L	22.55
33	80+91.00	81+82.00	L	16.22
34	82+83.00	83+80.00	L	18.55
35	83+97.00	84+63.00	L	11.1
36	86+16.00	87+25.00	L	18.11
37	86+72.00	87+28.00	R	9.32
38	88+11.00	88+77.00	R	11.11
TOTALS				603.8



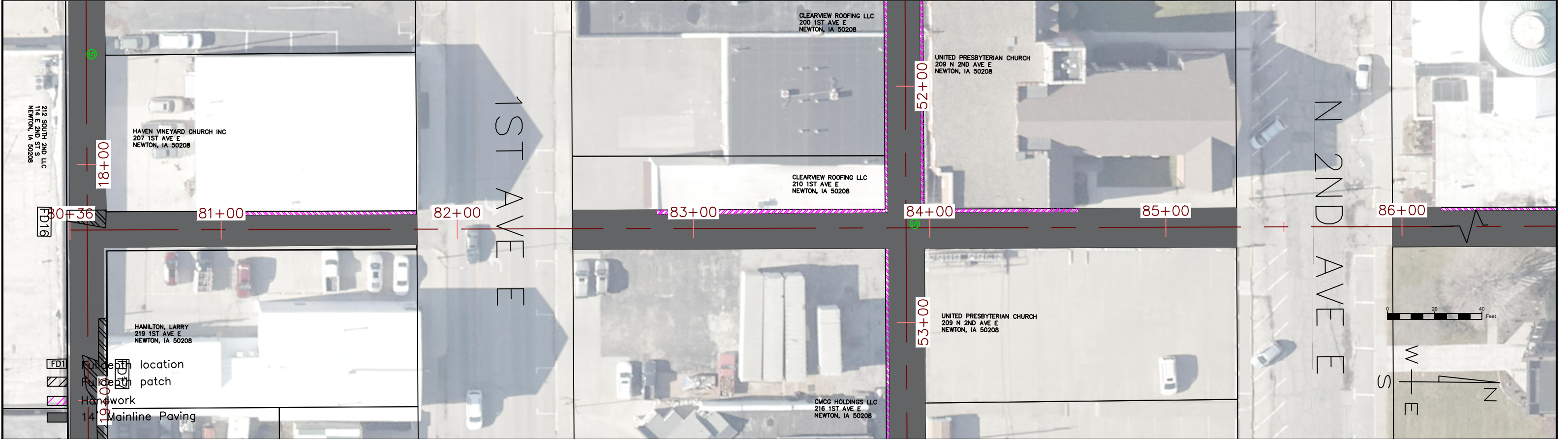
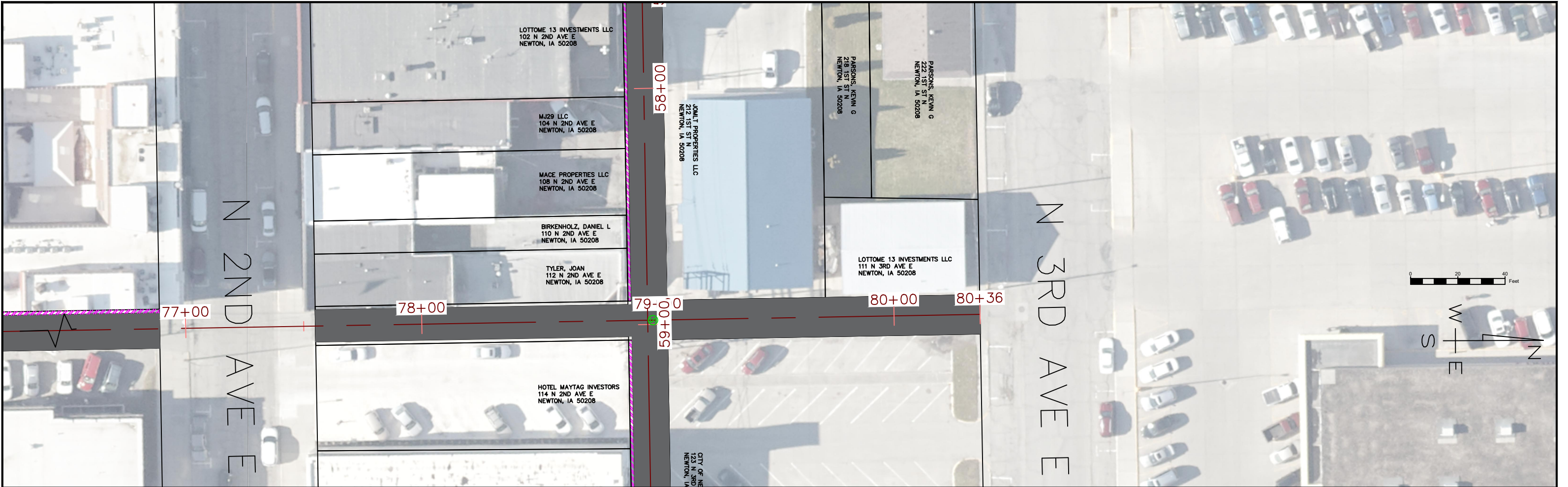
	DRAWN BY: BLS DATE: JUNE 2025 SURVEY DATE: MARCH 2025	APPROVED: DATE:	REVISIONS:	14' 2" MILL AND OVERLAY LOCATION'S	GET TO KNOW Newton	CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 HMA ALLEY OVERLAY PROJECT CITY OF NEWTON, IOWA	SHEET NO. M.01
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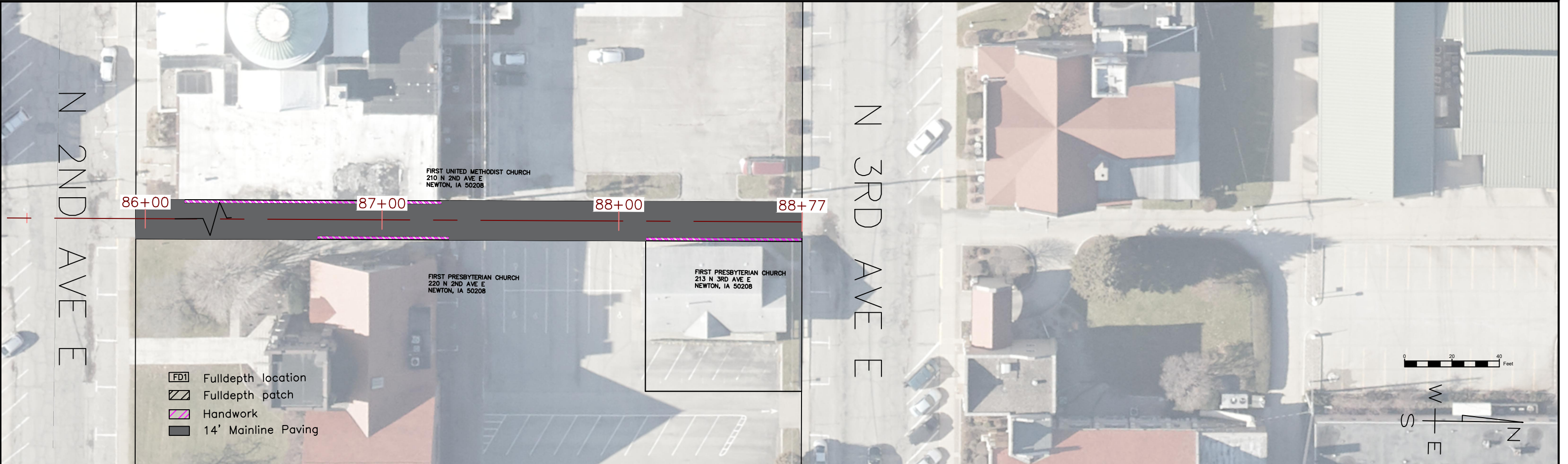














2025 HMA Alley Overlay Project

City of Newton, Iowa

**PROJECT MANUAL
&
CONTRACT DOCUMENTS**

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

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

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

Sealed proposals will be opened and bids tabulated at 11:00 am on September 4, 2025 in the Public Works Office, 303 W 4th St N, Suite 501, Newton, IA, for consideration by the Newton City Council at its meeting on September 15, 2025; at the Newton City Council Chambers. The City of Newton reserves the right to reject any and all bids.

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

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

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

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

Contractor shall fully complete the project on or before December 1, 2025 . Should the contractor fail to complete the work in this timeframe, liquidated damages of \$1,000.00 per calendar day will be assessed for work not completed within the designated contract term.

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

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

General Nature of Public Improvement:

2025 HMA Alley Overlay Project

The scope of work for this project includes various roadway and utility-related improvements within the project limits. The primary components of the work include the following:

1. **Manhole Adjustments**
Adjustment of existing sanitary and storm sewer manholes to final finished grade as required by the resurfacing operations. Adjustments may include replacement of adjustment rings, reset castings, and ensuring watertight integrity as necessary.
2. **Water Valve Box Adjustments**
Adjustment of existing water valve boxes to match final pavement elevation. Includes vertical realignment, replacement of riser sections if needed, and ensuring full operability and access post-construction.
3. **Full-Depth Hot Mix Asphalt (HMA) Patching**
Removal and replacement of failed pavement sections with full-depth HMA. Thickness, limits, and locations to be identified in the field or as indicated in the plans. Includes saw cutting, removal of existing material, subgrade preparation, and placement of new HMA layers.
4. **2" Milling and HMA Overlay**
Cold milling of existing asphalt pavement to a nominal depth of 2 inches followed by placement of a 2-inch HMA overlay. Work includes surface cleaning, tack coat application, edge tie-ins, and restoration of smooth, uniform surface profile.
5. **Bid Alternate – 2" Milling and Overlay (Hand Work Along Buildings)**
As a bid alternate, provide hand-worked 2" mill and overlay operations in areas adjacent to buildings or other tight-access locations where machine work is not feasible. This includes protection of adjacent structures, careful edge matching, and finish work to meet functional and aesthetic standards.

The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before on or before December 1, 2025 .

This Notice is given by authority of the City of Newton

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

INSTRUCTIONS TO BIDDERS

Project Name: 2025 HMA Alley Overlay Project

The work comprising the above referenced project shall be constructed in accordance with the 2025 edition of the SUDAS Standard Specifications and as further modified by the 2025 City of Newton Supplemental Specifications to said SUDAS Standard Specifications, and project plans and special conditions in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

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

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

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

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

1. PROPOSAL – Complete each of the following parts:

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

The following proposal attachments must be completed and attached:

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

- Part G – Identity of Bidder

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

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

SPECIAL CONDITIONS
2025 HMA Alley Overlay Project

Index

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

1. INTENT:

- 1.1 Where these “Special Conditions” are in conflict with the “Instruction to Bidders”, “General Requirements or Statewide Urban Design and Specifications Program – Standard Specifications Manual (SUDAS), 2025 Edition”, these “Special Conditions” shall apply.
- 1.2 It is automatically understood that all references to “Jurisdiction” in the Statewide Urban Design and Specifications Program – Standard Specifications Manual (SUDAS), 2025 Edition means one and the same as the City of Newton.

2. ORDER OF CONSTRUCTION:

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

3. PROJECT COMPLETION:

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

4. NOTIFICATION OF UTILITIES:

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

5. PERMITS AND FEES:

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

6. SALES TAX:

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

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

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

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

7. CONSTRUCTION WATER:

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

8. BIDDER STATUS FORM:

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

9. FIELD TEST:

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

PROPOSAL

PROPOSAL: PART A – SCOPE

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

PROJECT DESCRIPTION:

2025 HMA Alley Overlay Project

The scope of work for this project includes various roadway and utility-related improvements within the project limits. The primary components of the work include the following:

1. **Manhole Adjustments**
Adjustment of existing sanitary and storm sewer manholes to final finished grade as required by the resurfacing operations. Adjustments may include replacement of adjustment rings, reset castings, and ensuring watertight integrity as necessary.
2. **Water Valve Box Adjustments**
Adjustment of existing water valve boxes to match final pavement elevation. Includes vertical realignment, replacement of riser sections if needed, and ensuring full operability and access post-construction.
3. **Full-Depth Hot Mix Asphalt (HMA) Patching**
Removal and replacement of failed pavement sections with full-depth HMA. Thickness, limits, and locations to be identified in the field or as indicated in the plans. Includes saw cutting, removal of existing material, subgrade preparation, and placement of new HMA layers.
4. **2” Milling and HMA Overlay**
Cold milling of existing asphalt pavement to a nominal depth of 2 inches followed by placement of a 2-inch HMA overlay. Work includes surface cleaning, tack coat application, edge tie-ins, and restoration of smooth, uniform surface profile.
5. **Bid Alternate – 2” Milling and Overlay (Hand Work Along Buildings)**
As a bid alternate, provide hand-worked 2” mill and overlay operations in areas adjacent to buildings or other tight-access locations where machine work is not feasible. This includes protection of adjacent structures, careful edge matching, and finish work to meet functional and aesthetic standards.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

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

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

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

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

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, payment, and maintenance bond; and
2. Provide proof of insurance in accordance with Section 1070 of the 2025 edition of the SUDAS Standard Specifications.
3. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
4. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project on or before December 1, 2025 ; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

(CONT. – PROPOSAL)

Project Name: 2025 HMA Alley Overlay Project

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

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

PROPOSAL: PART G – IDENTITY OF BIDDER

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

☐ Individual,
Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Company

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

☐ Other

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

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

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

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

Name

Title

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

(CONT. – PROPOSAL)

Project Name: 2025 HMA Alley Overlay Project
PROPOSAL

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

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

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	5020-108-F	WATER VALVE ADJUSTMENT, MINOR:	EA	5		
2	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR:	EA	10		
3	7021-108-A-0	14' MAINLINE 2" Asphalt Overlay by Ton HMA, 1/2" ST MIX, (1 MILLION ESALS), PG 58-28S:	TONS	972		
4	7040-108-A-1	FULL DEPTH PATCHING 7" HMA 1/2" HT MIX, (1 MILLION ESALS), PG 58-28S:	SY	777		
5	7021-108-A-3	2" MILLING:	SY	9176		
6	8030-A-1	TEMPORARY TRAFFIC CONTROL:	LS	1		
Total						
ADD ALTERNATE 1						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
A1	7021-108-A-0	2" Asphalt Overlay by Ton HMA, 1/2" ST MIX, (1 MILLION ESALS), PG 58-28S HANDWORK:	TONS	66		
A1	7021-108-A-3	2" MILLING FOR HAND WORK	SY	603		
Total						
ADD ALTERNATE 2						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
A2		DEDUCT FOR A LATE COMPLETION DATE OF APRIL 30, 2026	LS	1		
Total						

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

BID BOND

Bid Bond Form

KNOW ALL BY THESE PRESENTS:

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

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

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

2025 HMA Alley Overlay Project

The scope of work for this project includes various roadway and utility-related improvements within the project limits. The primary components of the work include the following:

1. **Manhole Adjustments**

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5. **Bid Alternate – 2" Milling and Overlay (Hand Work Along Buildings)**

As a bid alternate, provide hand-worked 2" mill and overlay operations in areas adjacent to buildings or other tight-access locations where machine work is not feasible. This includes protection of adjacent structures, careful edge matching, and finish work to meet functional and aesthetic standards.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Jasper County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction,

(CONT. BID BOND)

Project Name: 2025 HMA Alley Overlay Project

by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

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

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

SURETY:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By _____
Bidder

Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

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

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, ZIP: _____

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

City, State, ZIP: _____

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

City, State, ZIP: _____

You may attach additional sheets if needed.

To be completed by non-resident bidders

Part C

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

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

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

You may attach additional sheets if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____

Date: _____

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

This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

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

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

CONTRACT DATE _____

CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Public Works Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 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:

2025 HMA Alley Overlay Project

The scope of work for this project includes various roadway and utility-related improvements within the project limits. The primary components of the work include the following:

1. **Manhole Adjustments**
Adjustment of existing sanitary and storm sewer manholes to final finished grade as required by the resurfacing operations. Adjustments may include replacement of adjustment rings, reset castings, and ensuring watertight integrity as necessary.
2. **Water Valve Box Adjustments**
Adjustment of existing water valve boxes to match final pavement elevation. Includes vertical realignment, replacement of riser sections if needed, and ensuring full operability and access post-construction.
3. **Full-Depth Hot Mix Asphalt (HMA) Patching**
Removal and replacement of failed pavement sections with full-depth HMA. Thickness, limits, and locations to be identified in the field or as indicated in the plans. Includes saw cutting, removal of existing material, subgrade preparation, and placement of new HMA layers.
4. **2" Milling and HMA Overlay**
Cold milling of existing asphalt pavement to a nominal depth of 2 inches followed by placement of a 2-inch HMA overlay. Work includes surface cleaning, tack coat application, edge tie-ins, and restoration of smooth, uniform surface profile.
5. **Bid Alternate – 2" Milling and Overlay (Hand Work Along Buildings)**
As a bid alternate, provide hand-worked 2" mill and overlay operations in areas adjacent to buildings or other tight-access locations where machine work is not feasible. This

includes protection of adjacent structures, careful edge matching, and finish work to meet functional and aesthetic standards.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project on or before December 1, 2025 ; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: 2025 HMA Alley Overlay Project

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

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

(CONT. CONTRACT)

Project Name: 2025 HMA Alley Overlay Project

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

(CONT. CONTRACT)

Project Name: 2025 HMA Alley Overlay Project

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	5020-108-F	WATER VALVE ADJUSTMENT, MINOR:	EA	5		
2	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR:	EA	10		
3	7021-108-A-0	14' MAINLINE 2" Asphalt Overlay by Ton HMA, 1/2" ST MIX, (1 MILLION ESALS), PG 58-28S:	TONS	972		
4	7040-108-A-1	FULL DEPTH PATCHING 7" HMA 1/2" HT MIX, (1 MILLION ESALS), PG 58-28S:	SY	777		
5	7021-108-A-3	2" MILLING:	SY	9176		
6	8030-A-1	TEMPORARY TRAFFIC CONTROL:	LS	1		
Total						
ADD ALTERNATE 1						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
A1	7021-108-A-0	2" Asphalt Overlay by Ton HMA, 1/2" ST MIX, (1 MILLION ESALS), PG 58-28S HANDWORK:	TONS	66		
A1	7021-108-A-3	2" MILLING FOR HAND WORK	SY	603		
Total						
ADD ALTERNATE 2						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
A2		DEDUCT FOR A LATE COMPLETION DATE OF APRIL 30, 2026	LS	1		
Total						

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

2025 HMA Alley Overlay Project

The scope of work for this project includes various roadway and utility-related improvements
within the project limits. The primary components of the work include the following:

1. **Manhole Adjustments**
Adjustment of existing sanitary and storm sewer manholes to final finished grade as
required by the resurfacing operations. Adjustments may include replacement of
adjustment rings, reset castings, and ensuring watertight integrity as necessary.
2. **Water Valve Box Adjustments**
Adjustment of existing water valve boxes to match final pavement elevation. Includes
vertical realignment, replacement of riser sections if needed, and ensuring full operability
and access post-construction.
3. **Full-Depth Hot Mix Asphalt (HMA) Patching**
Removal and replacement of failed pavement sections with full-depth HMA. Thickness,
limits, and locations to be identified in the field or as indicated in the plans. Includes saw
cutting, removal of existing material, subgrade preparation, and placement of new HMA
layers.
4. **2" Milling and HMA Overlay**
Cold milling of existing asphalt pavement to a nominal depth of 2 inches followed by
placement of a 2-inch HMA overlay. Work includes surface cleaning, tack coat
application, edge tie-ins, and restoration of smooth, uniform surface profile.
5. **Bid Alternate – 2" Milling and Overlay (Hand Work Along Buildings)**
As a bid alternate, provide hand-worked 2" mill and overlay operations in areas adjacent
to buildings or other tight-access locations where machine work is not feasible. This
includes protection of adjacent structures, careful edge matching, and finish work to
meet functional and aesthetic standards.

and to faithfully perform all the terms and requirements of said Contract within the time therein
specified, in a good and workmanlike manner, and in accordance with the Contract Documents.
Provided, however, that one year after the date of acceptance as complete of the work under the
above referenced Contract, the maintenance portion of this Bond shall continue in, which is the cost
associated with those items shown on the proposal and in the Contract that require a maintenance
bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the

(CONT. – 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 two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and

- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be

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

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

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

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

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

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

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

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

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

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name of Agent

Title

SURETY:

Company Name

Surety Company

Company Address

By: _____
Signature Attorney-in-Fact Officer

City, State, Zip Code

Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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

Vendor	Department	Description	Amount
3CMA	Community Marketing	Service	\$ 400.00
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 3,632.40
Acushnet Company	Golf	Merchandise	\$ 506.62
Ahn, Joseph	Fire	Refund	\$ 224.70
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 4,176.84
Airgas USA LLC	Fire	Supplies	\$ 311.41
Alliant Energy/IPL	All	Utilities	\$ 112,090.51
Allied Oil & Supply Company	Streets/Landfill	Supplies	\$ 704.65
Amazon Capital Services	All	Supplies	\$ 4,910.28
American Commercial Furniture	Police	Supplies	\$ 2,095.98
American Legal Publishing Corporation	Administration	Service	\$ 1,526.08
American Test Center	Fire	Service	\$ 600.00
APWA Iowa Chapter	Public Works Administration	Training	\$ 75.00
Ascendance Trucks Midwest LLC	City Garage	Supplies	\$ 703.28
Auto-Jet Muffler Corp	City Garage	Supplies	\$ 544.54
Axon Enterprise Inc	Police	Supplies	\$ 129.20
Barney's Services Inc	Water Pollution Control	Supplies	\$ 704.16
Bing Bang	Community Marketing	Services	\$ 6,158.34
Black Hills Energy	All	Utilities	\$ 327.19
Boland Recreation	Parks	Supplies	\$ 7,800.00
Bolton & Menk Inc	Parks	Service	\$ 6,074.50
Bomgaars	Water Treatment	Supplies	\$ 59.98
Browning Lawn Services LLC	Police	Service	\$ 400.00
Card Services	All	Service	\$ 3,799.32
Certified Laboratories	Parks	Supplies	\$ 228.57
Chamber of Commerce	All	Service	\$ 800.00
CivicPlus LLC	Administration	Service	\$ 5,672.14
Collins, Philip	Fire	Refund	\$ 90.79
Computer Resource Specialists	All	Service	\$ 2,198.86
Continental Research	City Garage	Supplies	\$ 225.16
Dannen, Ryan	D & D	Services	\$ 4,412.50
DeJong, Jeff	Water Distribution	Reimbursement	\$ 115.83
Dept of Inspections & Appeals	Airport	License	\$ 135.00
Dienners Transportation LLC	Animal Control	Service	\$ 1,085.00
Dinges Fire Company	Fire	Supplies	\$ 3,500.00
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 2,077.92
Consolidated Electrical Dist	Water Treatment	Supplies	\$ 5,778.86
EZ Lease	Fire/Water Pollution Control	Service	\$ 251.01
Fareway	All	Supplies	\$ 27.40
FBI-LEEDA	Police	Service	\$ 1,590.00
Fire Service Training Bureau	Fire	Service	\$ 100.00
Firehouse Magazine	Fire	Supplies	\$ 66.19
Forbes Office Solutions	Fire/Building Inspections	Service	\$ 1,371.95
Galls LLC	Fire/Police	Supplies	\$ 1,303.84
German American Museum	Planning & Zoning	Services	\$ 40.00
GFS Automotive	Fire	Service	\$ 1,872.74
Gilbert Lawn Care and Snow Removal LLC	City Center/Library	Service	\$ 1,821.00
Git N Go Convenience Stores Inc	Fire	Supplies	\$ 8.84
Gregg Young Auto Center	Police	Service	\$ 76.57
Grey Group LLC	Police	Service	\$ 1,990.00
Hansen, Cheryl & William	Utility Billing	Refund	\$ 25.92

Hartgers, Cory	Parks	Reimb	\$ 20.00
Hartman, Cindy	Fire	Refund	\$ 33.57
Hawkeye Lock & Security	Water Pollution Control	Service	\$ 141.56
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 2,203.25
HD Supply	Parks	Supplies	\$ 813.03
Heartland Door and Frame Inc	Water Pollution Control	Supplies	\$ 6,339.07
Heartland Shredding Inc	Finance	Service	\$ 619.58
IMWCA	All	Service	\$ 22,208.81
Iowa Department of Natural Resources	Water Pollution Control	Service	\$ 1,275.00
Iowa Prison Industries	All	Supplies	\$ 2,983.49
Jasper Construction Services	Street	Supplies	\$ 169.87
Jasper County Recorder	Water Distribution	Service	\$ 37.00
JETCO Inc	Water Treratment/WPC	Service	\$ 5,989.66
Johnson Aviation	Airport	Reimb	\$ 55.78
Jones, Judith	Utility Billing	Refund	\$ 120.00
Kellogg Lawn & Snow	Golf	Supplies	\$ 9.45
Key Cooperative	All	Supplies	\$ 15,745.73
Kimpston-Burkgren, Joel	Police	Service	\$ 1,620.00
Kirkham Michael	Airport RESO 2025-022	Service	\$ 17,307.33
KNIA-KRLS	Community Marketing	Services	\$ 167.50
Lanman, Colton	Police	Reimbursement	\$ 17.10
Logan Contractors Supply	City Garage	Supplies	\$ 213.73
Magnum Automotive	Police\Fire	Service	\$ 1,544.35
Mahaska Bottling Co	Golf\Maytag Pool	Concessions	\$ 1,682.94
Mahl, Timothy & Amy	Fire	Refund	\$ 79.05
Manatts - D.M.	Street/Storm Water	Supplies	\$ 8,150.90
McCall Monument	Cemetery	Supplies	\$ 500.00
McMaster-Carr	Water Pollution Control	Supplies	\$ 569.49
Menards-Altoona	Parks/Water Distribution	Supplies	\$ 388.48
Microbac Laboratories Inc	WPC/Water Distribution	Service	\$ 5,960.25
Mid-America Pump & Supply Inc	Water Treatment	Supplies	\$ 5,794.84
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 26,489.88
Molina Healthcare of Iowa	Fire	Refund	\$ 420.06
Mow Pow'r	Water Distribution	Supplies	\$ 176.75
MTI Distributing Inc	Parks/Golf/Cemetery	Supplies	\$ 5,481.85
Municipal Collections of America Inc	Fire	Refund	\$ 226.44
Municipal Supply Inc	Water Distribution	Supplies	\$ 4,426.91
PowerPlan	Street/Landfill/Snow Removal	Supplies	\$ 2,620.96
NAPA Auto Parts	All	Supplies	\$ 2,941.92
Nelson, Reece	Utility Billing	Refund	\$ 9.22
News Printing Company	All	Service	\$ 1,234.69
Niemann Ace Hardware 650	All	Supplies	\$ 352.69
Northern Tool / TreviPay	Water Treatment Plant	Supplies	\$ 269.99
NuCara Home Medical	Fire	Supplies	\$ 89.40
Pendroy, Pamela	Private Incentives	Incentives	\$ 10,000.00
Phelps Uniform Specialists	All	Supplies	\$ 195.61
Pitney Bowes Inc	Parks/Finance/Water Admin	Service	\$ 667.50
Preferred Pest Control Inc	Library	Service	\$ 939.98
Premier Office Equipment	Police	Service	\$ 11,914.05
GrowyourCaptains.com LLC	Fire	Training	\$ 2,500.00
Pye-Barker Fire & Safety LLC	Water Pollution Control	Services	\$ 474.00
Quill Corporation	Finance	Utilities	\$ 17.60
R J Thomas Mfg Co Inc	Parks	Supplies	\$ 1,467.00
Ray, Randy	Housing Demolitions/Police	Services	\$ 4,183.10
Reeves Heating & Cooling	Airport	Service	\$ 1,762.98
Rockmount	City Garage/Parks	Supplies	\$ 838.06
Sangoma US	Police/Library	Service	\$ 1,058.73

Sign Pro	Water Treatment	Supplies	\$ 400.00
Signarama	Fire	Service	\$ 3,900.36
Smith Quality Rental	Fire	Supplies	\$ 72.00
Spahn & Rose Lumber Co	Street/Storm water	Supplies	\$ 665.73
Springer Professional Home Services	City Center	Service	\$ 128.70
Stanard & Associates	Police	Supplies	\$ 132.50
State Hygienic Laboratories	Water Treatment Plant	Service	\$ 513.50
Sterling, Brooklyn	Maytag Pool	Clothing	\$ 50.00
Streichers	Police	Supplies	\$ 1,555.00
Swihart, Adam	Utility Billing	Refund	\$ 27.77
T2 Systems Inc	Police	Service	\$ 30.71
Taylor, Jon	Water Treatment RESO 2025-062	Service	\$ 21,983.00
Technimount System LLC / Accounting Dept	Tort Liability	Supplies	\$ 875.00
The Paper Corporation	All	Supplies	\$ 1,321.29
Theisen's	All	Supplies	\$ 1,511.28
Thomas Bus Sales Inc	Parks	Supplies	\$ 324.82
TK Elevator	City Center	Service	\$ 211.89
Tometich Engineering Inc	Fire	Service	\$ 1,688.00
Tompkins Industries Inc	Parks	Supplies	\$ 178.95
Town & Country Wholesale Co	Maytag Pool/Golf	Concessions	\$ 6,642.17
Trigo, Leyla & Matthew	Utility Billing	Refund	\$ 120.00
Two Rivers Cooperative	All	Supplies	\$ 12,922.71
United States Cellular	Golf	Service	\$ 198.90
UPHDM Occupational Medicine	Fire	Service	\$ 1,405.09
Van Maanen Electric Inc	Street Lighting	Service	\$ 1,845.87
Van Wall Equipment	Golf/Cemetery/Parks	Supplies	\$ 1,416.22
Veenstra & Kimm Inc	Building Inspections	Services	\$ 11,903.50
Verizon Wireless	Fire	Service	\$ 35.01
Vessco Inc	Water Treatment Plant	Service	\$ 1,050.00
Walas, Stephany	Utility Billing	Refund	\$ 45.55
Warnick Mechanical	Animal Control	Service	\$ 220.50
Waste Solutions of Iowa	Parks	Service	\$ 978.00
Wells Fargo Financial Leasing Inc	Utility Billing	Service	\$ 211.52
Windstream	Fire	Service	\$ 77.91
WRH Inc	WPC RESO 2025-258	Service	\$ 15,292.05
Xerox Corporation	Water Treatment Plant	Service	\$ 87.05
Total:			\$ 468,363.80

Pre-Authorized Payments

AT&T	Landfill/PD	Utilities	\$ 446.39
Beverage Distributors of Iowa	Golf	Golf Concessions	\$ 606.09
Confluence Brewing Company	Golf	Golf Concessions	\$ 123.70
Doll Distributing	Golf	Golf Concessions	\$ 1,242.00
Keg 1 Iowa	Golf	Golf Concessions	\$ 341.20
Maxim Trucking & Materials	Landfill	RESO 2025-216	\$ 12,908.41
Minturn	Fire/Parks	RESO 2025-193/225	\$ 121,928.27
Newton Development Corp	Hotel Tax/TIF	RESO 2025-321	\$ 19,250.00
Newton Housing Development Corp	Fairmeadows TIF	RESO 2025-322	\$ 10,000.00
Pure Fitness Innovations	Administration/Fire	RESO 2025314	\$ 19,496.01
Windstream	City Center/Airport	Utilities	\$ 1,579.95
Total:			\$ 187,922.02

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance Amending The Code of Ordinances, City Of Newton, Iowa, 2025, Title XI, Chapter 111 Peddlers, Solicitors, Transient Merchants, And Mobile Food Units, Section 111.07 Mobile Food Unit Standards

Summary:

The first reading of an ordinance change allowing mobile food unit parking along N 3rd Ave W in front of Harmony Park.

Financial Impact:

None

Report Number: 2025-806**Date:**

August 18, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

Newton City Council desires to allow parking of mobile food units along the south side of N 3rd Ave W adjacent to the new splash pad in Harmony Park. Existing ordinance does not allow parking on public property or in the public right of way except for designated locations in City Parks and the Downtown Square area per Section 158.022(E) in the current City of Newton Code of Ordinances. City Council approved a Resolution in June amending the Mobile Food Vendor Administrative Manual. This ordinance change will codify the changes allowing the parking of mobile food units in the requested location.

Recommendation:

Approve.

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA, 2025, TITLE XI, CHAPTER 111 PEDDLERS, SOLICITORS,
TRANSIENT MERCHANTS, AND MOBILE FOOD UNITS, SECTION 111.07
MOBILE FOOD UNIT STANDARDS BY ADDING OR ~~DELETING~~**

WHEREAS, In January 2022, Newton City Council passed Ordinance Number 2407 establishing a Mobile Food Vendor program regarding the operation of mobile food units within the City of Newton; and

WHEREAS, Newton City Council further defined the program by passing Ordinance 2409 in March 2022 thus allowing mobile food units to operate on public property in City Parks and in the Downtown Square area as established by Section 158.022(E) of the Newton City Code of Ordinance; and

WHEREAS, Newton City Council desires to expand the area where mobile food units may park on public property to include the parking stalls along the south side of North Third Avenue West in the 200 block adjacent to Harmony Park; and

WHEREAS, proposed changes to the ordinance are as follows;

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 XI, Chapter 111, Section 111.07, is hereby amended by adding or ~~deleting~~ as stated above.

§ 111.07 MOBILE FOOD UNIT STANDARDS.

- (A) Mobile food units shall follow the Operation Guide established by the Iowa Department of Inspections and Appeals (DIA), as well as the standards outlined by the Food Truck Safety Fact Sheet provided by the National Fire Protection Association (NFPA) before operations may begin.
- (B) By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the performance standards listed below, the safety of pedestrians, and access of emergency vehicles to and around the site are maintained.
- (C) All mobile food units must be parked on an all-weather surface.
 - (1) No mobile food unit shall be parked in or otherwise impede access to and from ADA parking spaces.
 - (2) No mobile food unit shall be allowed to operate on residential properties, except for a special private event reviewed and authorized by the City Clerk, or designee.
 - (3) Minimum parking requirements and site circulation shall not be obstructed by the location of mobile food unit(s).
 - (4) A mobile food unit shall conduct operations at one location a maximum of three consecutive days per week.
 - (5) Mobile food unit(s) shall maintain a minimum distance of separation from any structure and any other mobile food unit as established by the National Fire Protection Association and Iowa Department of Inspection of Appeals. The distance shall be measured to the closest building or structure including awnings or canopies, tents, or membrane structures.
 - (6) The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause an obstruction in the public right-of-way including public sidewalks, vehicle travel lanes, parking lot drive aisles, or any other related situation that may create a potential safety hazard.

(7) Mobile food unit(s) shall operate in the location designated by the current premise permit obtained by the property owner from the city.

(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 and in the parking stalls along the south side of North Third Avenue West in the 200 block adjacent to Harmony Park, 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.

(D) Signs are limited as follows:

(1) One free standing, portable sign not exceeding 15 square feet in size per each side provided that it remains located on the premise that the food truck is operating and does not create a safety hazard or block ADA accessibility.

(2) Those that are attached to the exterior of the mobile food unit and must be mounted flat against the unit and not project more than six inches from the exterior of the unit.

(3) No additional freestanding banners, flags, inflatables, or other similar free-standing obstructions are allowed.

(E) Mobile food units shall serve patrons who are on foot only; drive-up service to the mobile food unit is prohibited.

(F) During hours of operation, the mobile food unit vendor shall provide a trash receptacle for use by patrons and shall keep the area around the unit clear of litter and debris at all times.

(G) All food service operations must be conducted within the mobile food unit. One table and one tent are allowed per mobile food unit if utilized within immediate proximity of the mobile food unit.

(H) Mobile food units are prohibited from dumping or discharging anything into storm and sanitary sewers. No mobile food unit shall connect to city-owned electrical or water sources without expressed written approval from the Public Works Director, or designee.

(Ord. 2407, passed 1-3-2022; Ord. 2409, passed 3-21-2022)

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____, 2025, after 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:**

Third Consideration of an Ordinance adding 1601 North 15th Avenue East to the listing of Industrial Property Tax Abatements

Summary:

Adding 1601 N 15th AVE E to the listing of property tax exemptions to Newton City Code Section 35.29

Financial Impact:

Exempting new, future tax increment for 5 years

Report Number: 2025-905

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

State of Iowa Code 427.B allows local governments to establish a five-year sliding scale property tax exemption for industrial projects, warehouses, and distribution centers. The City of Newton has recently adopted the local ordinance in accordance with this State of Iowa Code.

CMGA Enterprises, LLC, has made an application for property tax exemption for 1601 North 15th Avenue East. The building was partially complete as of January 1, 2025. That portion that was added to the tax rolls as of January 1, 2025 is not eligible for this tax exemption. However, any additional value added on January 1, 2026, as the building will be completed, would be eligible. The property is currently assessed at \$211,840. So any abated taxes would be on the difference between the new 2026 valuation (not yet known) and the \$211,840.

The ordinance provides the following tax exemption schedule:

1. For the first year, Seventy-five Percent (75%)
2. For the second year, Sixty Percent (60%)
3. For the third year, Forty-five Percent (45%)
4. For the fourth year, Thirty Percent (30%)
5. For the fifth year, Fifteen Percent (15%)

Recommendation:

Staff recommends approval

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE ADDING 1601 NORTH 15TH AVENUE EAST TO THE LISTING OF INDUSTRIAL PROPERTY TAX ABATEMENTS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWTON DOES ORDAIN AS FOLLOWS:

Section 1. The Code of Ordinances, City of Newton, Iowa, Chapter 35: Fiscal Management; Taxation is hereby amended as follows:

§ 35.29. APPROVED EXEMPTIONS.

(A) Partial Tax Exemption Guarantee.

- (1) **1601 North 15th Avenue East, CMGA Enterprises, LLC.** Property 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.

To CMGA Enterprises, LLC the city grants a partial tax exemption, effective January 1, 2026, for the new construction of a building for the manufacture of coating product. The amount of actual value added which is eligible from taxation shall be as follows:

- a. For the first year, Seventy-five Percent (75%)
- b. For the second year, Sixty Percent (60%)
- c. For the third year, Forty-five Percent (45%)
- d. For the fourth year, Thirty Percent (30%)
- e. For the fifth year, Fifteen Percent (15%)

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____,

2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

First consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa 2025, Title VII, Chapter 70, Section 70.15 "Traffic and Parking Schedules Adopted by Reference" to make changes to parking in the 200 Block of North Third Avenue West and the 200 Block of West Third Street North

Summary:

Remove two parking stalls adjacent to the splash pad for pedestrian and driver safety

Financial Impact:

N/A

Report Number: 2025-1028**Date:**

August 18, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

A new splash pad opened up during the summer of 2025 near the intersection of N 3rd Ave W and W 3rd St N. This has created heavier vehicle and pedestrian traffic, raising concerns about safety. Additionally, there is a desire to park food trucks on the south side of N 3rd Ave W adjacent to the splash pad park. Eliminating one parking stall on the east side of W 3rd St N, directly south of N 3rd Ave, and eliminating one parking stall on the south side of N 3rd Ave, directly east of W 3rd St N, would provide for a wider sight line and safer conditions for pedestrians and motorists.

The Traffic Safety Committee reviewed the situation and recommends restricting parking on the east side of W 3rd St N - 50 feet south of N 3rd Ave and on N 3rd Ave W - 50 feet west of W 3rd St N.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA 2025, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 200 BLOCK OF NORTH THIRD AVENUE WEST AND 200 BLOCK OF WEST THIRD STREET NORTH

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

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

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

STREETS, NORTHWEST QUADRANT

West Third Street North.

- "No Parking Anytime".
- East side from First Avenue West north ninety-nine (99) feet.
- West side from North Second Avenue West south forty-five (45) feet.
- East side from North Third Avenue West south fifty (50) feet.
- East side, from North Fourth Avenue West to North Fifth Avenue West.
- West side, from a point eighty-eight (88) feet north of North Fourth Avenue West continuing north fifty-seven (57) feet.

AVENUES, NORTHWEST QUADRANT

North Third Avenue West.

- "No Parking Anytime".
- South side from West Third Street North east fifty (50) feet.
- South side from West Eighth Street North west to West Ninth Street North.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____, 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2024 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:**

First consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" to add stops signs on West Third Street North at North Third Avenue West

Summary:

Add stops signs on W 3rd St at N 3rd Ave to stop northbound and southbound traffic.

Financial Impact:

N/A

Report Number: 2025-1055**Date:**

August 18, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

A new splash pad opened up during the summer of 2025 near the intersection of N 3rd Ave W and W 3rd St N. This has created heavier vehicle and pedestrian traffic, raising concerns about safety. Additionally, there is a desire to park food trucks on the south side of N 3rd Ave W adjacent to the splash pad park. A request was made to add stop signs on W 3rd St at N 3rd Ave to stop northbound and southbound traffic, making this intersection a 3-way stop. The parking lot in the 300 block of N 3rd Ave W, north of the hotel, is not a City street and the stop sign located at the east entrance of that parking lot is not an official City stop sign. That stop sign will remain a private traffic control device, outside of City control. Per City Code 70.02.321.321, vehicles would be required to stop or yield the right of way to other vehicles at the intersection of N 3rd Ave and W 3rd St even though the stop sign is not under the City's control.

The Traffic Safety Committee did not have an opportunity to review this request. Additional stops signs at this location are not required per the Manual of Uniform Traffic Safety Device (MUTCD) standards. City staff does not oppose the installation of stops signs at this location.

Recommendation:

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA 2025, TITLE VII, CHAPTER 70, SECTION 70.15, “TRAFFIC AND PARKING OFFENSES ADOPTED BY REFERENCE” BY ADDING STOPS SIGNS ON WEST THIRD STREET NORTH AT NORTH THIRD AVENUE WEST

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

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

SPECIAL STOPS REQUIRED. Every driver of a vehicle shall stop and yield in accordance with the following:

STREETS, NORTHWEST QUADRANT

West Third Street North. Vehicles traveling on West Third Street North shall stop at the following street intersections.

North Second Avenue West.

North Third Avenue West.

North Fourth Avenue West.

North Ninth Avenue West, Southbound only.

North Fifteenth Avenue West, Southbound only.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____, 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

City of Newton Council Report

**Item:**

First consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" to add stop signs on East Twelfth Street South at South Thirteenth Avenue East

Summary:

Install additional stop signs at the intersection for safety

Financial Impact:

N/A

Report Number: 2025-1029**Date:**

August 18, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

The City has received safety concerns regarding the intersection of S 13th Ave E and E 12th St. The primary concerns relate to the number of accidents at this intersection in recent years as well as the speed of motorists driving north and southbound through the intersection on E 12th St S. There is also a bike trail that crosses at this intersection and there have been concerns relating to pedestrians and bicyclists being able to safely cross E 12th St S due to excessive speed incidents on the roadway. Currently, vehicles traveling east and west on S 13th Ave are required to stop at stop signs at the intersection of E 12th St, while north and south traffic on E 12th St S have no stop signs. Since 2020, there have been 12 reported accidents at this intersection and 8 within the past 3 years.

The Manual on Uniform Traffic Safety Devices (MUTCD) recommends the installation of all-way stop signs at intersections where there were five or more reported crashes in a 12-month period, or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control. During the past 36 months, the intersection of S 13th Ave & E 12th St S has had 8 reported accidents. Of the 8 reported accidents since 2022, 6 accidents may have been prevented or the impact substantially reduced had a 4-way stop been in place at the time of the incident.

The Traffic Safety Committee reviewed the situation and isn't opposed to the installation of stop signs on E 12th St S at the intersection with S 13th Ave E to stop traffic traveling north and south.

City staff recommends an ordinance amendment to add stops signs on E 12th St S at the intersection with S 13th Ave E to stop traffic traveling north and south to reduce the incidents of accidents in the area and create a safer environment for motorists and pedestrians.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA 2025, TITLE VII, CHAPTER 70, SECTION 70.15, “TRAFFIC AND PARKING OFFENSES ADOPTED BY REFERENCE” BY ADDING STOPS SIGNS ON EAST TWELTH STREET SOUTH AT SOUTH THIRTEENTH AVENUE EAST

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

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

SPECIAL STOPS REQUIRED. Every driver of a vehicle shall stop and yield in accordance with the following:

STREETS, SOUTHEAST QUADRANT

East Twelfth Street South. Vehicles traveling on East Twelfth Street South shall stop at the following street intersections.

South Fifth Avenue East.

South Eighth Avenue East,

South Thirteenth Avenue East

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____, 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

City of Newton Council Report

**Item:**

Resolution approving the site plan for 1601 North 15th Avenue East

Summary:

Approve non-standard parking lot surface for 1601 N 15th AVE E

Financial Impact:

None

Report Number: 2025-904**Date:**

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City had initially intended to provide tax abatement to this property in accordance with Iowa Code 427B, which would have resulted in a total benefit of \$8,628 over five years to the developer/business owner.

The majority of the building was completed in 2024, with a partial, though significant, valuation coming on the tax rolls as of January 2025. It was after that point it was discovered that the City needed to adopt an ordinance and approve the tax abatement before providing the benefit. The City has adopted the necessary ordinance. However, the tax abatement cannot be applied retroactively. Therefore, only the remaining new valuation which will come on the tax rolls as of January 2026 will be eligible, and the benefit is significantly lower than the estimated \$8,628.

Understanding that the property owner/business owner made an investment decision based on an anticipated tax abatement, City staff and the owner have explored ideas to "make good" on the original intent. The property owner suggested the following solution: Allow the parking area to remain gravel and not requiring paving it with concrete or asphalt, as specified by the design standards of the city code [155.25(B)(1)]. This provides an equivalent financial benefit, while not impacting available City funds, likely the general fund.

An analysis of the proposal finds:

- The subject property is zoned I-L: Light Industrial
- In this industrial neighborhood (East 10th Street North to East 19th Street North; and North 11th Avenue East to North 19th Avenue East, staff counted 10 properties which already have gravel parking areas (grandfathered in under an older set of rules).
- The parking area is approximately 70 feet by 40 feet, and is less than 3% of the total lot area.

Under the site plan rules, the permission for this ultimately comes from the Newton City Council. The City of Newton followed a substantially similar process in 2014 on 627 North 19th Avenue East for their driveway approaches which did not conform to City design standard.

Recommendation:

Overall, City staff believes this is a reasonable way to approach the situation. The small gravel parking area would likely not be injurious to the neighborhood due to the small size and nature of the business. The approach provides a balanced economic development solution for a developer investing in multiple properties in the community while not pressuring city resources.

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

Matt Muckler, City Administrator

RESOLUTION APPROVING THE SITE PLAN FOR 1601 NORTH 15TH AVENUE EAST

WHEREAS, City Code 155.25(B)(1) requires parking areas and drives on developed property to be constructed of hard surface (asphalt or concrete); and

WHEREAS, City Council has reviewed the request to provide a gravel-surface parking area of approximately 3,000 square feet at 1601 North 15th Avenue East;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the appeal for the site plan at 1601 North 15th Avenue East to provide a gravel parking area, approximately 3,000 square feet in size, is hereby approved finding that the proposal provides an economic development benefit in lieu of tax abatement, the subject parking area is only approximately 3% of the total lot area, and the proposal would not be injurious to the neighborhood.

PASSED this _____ day of August, 2025.

APPROVED this _____ day of August, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving the purchase of 827 East 8th Street South for the Dangerous and Dilapidated Program

Summary:

Purchase of 827 E 8th ST S for the D&D program.

Financial Impact:

\$2,500 of D&D bonded funds

Report Number: 2025-1048

Date:

August 18, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The subject property at 827 East 8th Street South is dilapidated. Earlier this year, the Building Inspector issued a Notice and Order for repairs to be completed on the property. In lieu of repairing the structure, the owner has offered the property to the City for the D&D program. The purchase price of \$2,500.00 represents the funds needed to cover the seller's costs associated with the transfer of ownership (abstract continuance, attorney fees for closing & deed creation, etc.).

The subject property has a dimension of 74 feet by 148 feet and would be an ideal candidate for redevelopment.

Recommendation:

Staff recommends approval of the purchase of 827 East 8th Street North.

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE OF 827 EAST 8TH STREET SOUTH FOR THE DANGEROUS AN DILAPIDATED PROGRAM

WHEREAS, the property located at: 827 East 8th Street South, legally described as: Lot 9 in Block 4 in Harlan’s Subdivision to Newton, Iowa as shown by plat recorded in Plat Book D, page 35 in the office of the Recorder of Jasper County, Iowa;

WHEREAS, Scott C. Hindman and Margaret L. Hindman, owners of 827 East 8th Street South, have agreed to sell the property to the City of Newton for a total amount of \$2,500.00 (Two-thousand, five hundred dollars and no cents);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That the purchase of 827 East 8th Street South 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 August, 2025.

APPROVED this _____ day of August, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (D & D)

To: Scott C. Hindman and Margaret L. Hindman (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 827 East 8th Street South in the City of Newton, Jasper County, Iowa, described as follows:

Lot 9 in Block 4 in Harlan's Subdivision to Newton, Iowa as shown by plat recorded in Plat Book D, page 35 in the office of the Recorder of 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 TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00) 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 ⁹⁰~~60~~ ^{sc} 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. _{sc}

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 GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: NO HAZARDS KNOWN TO EXIST

(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

any, of other parties; costs of documentary stamps; recording fees and other costs incidental to the conveyance to City of merchantable title.

13. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. If title objections are made by the City and not corrected or resolved to City's satisfaction within sixty (60) days of the date of the City Attorney's Title Opinion letter, or any extension of such date granted by the City in writing, the OFFER TO BUY REAL ESTATE AND ACCEPTANCE may be declared null and void in writing by the City at City's option.

14. **APPROVAL OF COURT.** If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used.)

15. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties.

16. **INTENTION OF USE OF WORDS AND PHRASES.** Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **EXECUTION.** This offer to be accepted or rejected by seller within ten (10) days from the date of this offer after which this offer shall be null and void.

18. **REPRESENTATIONS.** This document represents the entire agreement of both parties and can only be amended by a writing signed by both parties.

19. **APPROVAL.** This offer shall not be binding upon the City of Newton until approval by Resolution of the Newton City Council.

20. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with §516.13 The Code and agrees to execute the deed or real estate contract for this purpose.

21. **ANTI-MERGER PROVISION.** The parties specifically agree that all representations, warranties, agreements, responsibilities, obligations and commitments specified herein shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 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 warranty deed. Said warranty deed shall specifically recite the language of this anti-merger provision, and a copy of this OFFER TO BUY REAL ESTATE AND ACCEPTANCE shall be attached as an exhibit thereto.

22. **REPURCHASING PROVISION.** Seller and buyer agree that Seller and Seller's successors in interest, as set forth in paragraph 16 of this agreement, are prohibited from repurchasing the property while the property is owned by the City of Newton.

23. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the services of a real estate agent or broker in connection with this transaction.

DATE OF OFFER: July 22, 2025

Negotiator For City: Erin R. Chambers, Director of Community Development

641-792-6622 x 2301

erinc@newtongov.org

CITY OF NEWTON, IOWA

By _____
Mayor Evelyn George

Date

The foregoing offer is accepted this 29th day of July, 2025.



Seller: Scott C. Hindman



Seller: Margaret L. Hindman