



Newton City Council Agenda

October 6, 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

Proclamation

2. National Community Planning Month October 2025

Citizen Participation

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

Consent Agenda

4. September 15, 2025 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Fore Seasons - 600 N 2nd Ave W, Special Event Oct 29 - Nov 2, 2025, Class C Retail Special Event Liquor License
6. Resolution Appointing Rodrigo Leon as Deputy City Clerk (No Council Report)
7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-13)
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-14)
9. Resolution approving change order #1 for 2025 Sanitary Sewer Lining Project
10. Resolution approving a non-standard use agreement with the property owner of 118 N 2nd Ave E
11. Resolution accepting completion of the 2025 Aurora Park Parking Lot Removal Project
12. Resolution approving CO #1 and accepting completion of the 2025 Highway and symbol painting Project
13. Resolution accepting completion of the 2025 Westwood Patio Project

14. Resolution accepting completion of the 2025 Agnes Trail Improvement Project
15. Resolution adding "Niche Bud Vase" to the comprehensive schedule of fees
16. Resolution Approving a Property Tax Rebate for the GG 115 LLC Property Located at 208 S 2nd Ave W Within the North Central Urban Renewal Area
17. Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located at 1105 East 12th Street South Within the McCann Urban Renewal Area
18. Resolution awarding contract for the 2025 Clearing and Grubbing Contract
19. Resolution approving Transparency annual software licensing and maintenance agreement with General Traffic Controls Inc.
20. Resolution setting a public hearing for the sale of City-owned property at 214 East 4th Street North, 411 North 3rd Avenue East, 421 North 3rd Avenue East, 427 North 3rd Avenue East, and 215 East 5th Street North in Newton, Jasper County, Iowa
21. 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 City of Newton Camera Project
22. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering city clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Westwood Golf Course Streambank Improvements Project
23. Approve Bills

Public Hearing

24. Public Hearing on A Resolution awarding contract for the 2025 Public Safety Storage Building Project
 - The Fire and Police Departments are in need of additional storage capacity for equipment and apparatus.
 - A building is proposed near the water distribution shop.
 - The engineers' estimate for the project was \$253,200
 - The low bidder was Pro-Line Building Company of New Sharon, IA, in the amount of \$235,974
25. Resolution awarding contract for the 2025 Public Safety Storage Building Project

Resolution

26. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for the Jasper County Historical Museum's Tree-Mendous Christmas Experience
 - The City Council established the Newton Hotel-Motel Tourism Grant to provide an avenue to support endeavors which align with

the comprehensive plan objective of establishing Newton as a compelling destination.

- The resolution provides for a \$2,500 grant to the Jasper County Historical Museum's Tree-mendous Christmas Experience.
- The next application round deadline is April 1, 2026.

27. Resolution approving a low-moderate income set-aside grant for 905 North 7th Avenue West, Newton

- The owners of 905 North 7th Avenue West have made an application in the Permanent Interior Work & Plumbing Categories, and have submitted a quote for the work. The owners and the property meet the requirements of the City's LMI Existing Housing Improvement Grant program.
- The resolution approves a \$6,675.00 grant for 905 North 7th Avenue West.

28. Resolution approving an amendment to the adopted Low-Moderate Income Set Aside Policy

- The City has established a LMI Housing Set-Aside Policy to guide how the required set-aside funds from Residential TIF Districts are utilized.
- Some amendments to the policy include amending grant caps for certain program areas and implementation of a lifetime cap per property are suggested.

29. Resolution reclassifying the IT Support Specialist position to IT Support Manager at Range 7

- The IT Support Specialist position under pay range 4, was previously advertised. Despite several applicants, no qualified candidates applied.
- The position was then raised to range 5. While this generated qualified applicants, none were willing to accept the mid-range salary offered.
- Staff recommends reclassifying the IT Support Specialist position to IT Support Manager at Range 7, with expanded duties.

30. Resolution approving organizational restructuring within the Utilities Department

- This resolution moves Utility Billing from Administration/Finance to the Utilities Department effective January 1, 2026, to improve efficiency, collaboration, and succession planning.
- it also formally recognizes Water Distribution as its own division within the Utilities Department and establishes Acting Superintendent positions in both Water Treatment and Water Distribution to strengthen leadership and succession planning.

- This is a continuation of the Utility Billing Succession Plan, including re-titling the Meter Reader position as Administrative Assistant (no pay change), and phasing out temporary staffing after retirement by February 1, 2026.

31. Resolution adopting the 2025-2027 Elected Official's Goals for the City of Newton

- The City of Newton Goal Setting Process takes place every year. It is an opportunity for elected officials to communicate a work plan for the coming year.
- It also allows elected officials to communicate to staff which projects they consider to be the highest priority projects and serve Department Directors in the course of their daily work and the setting of priorities.
- For 2025–2027, six goals are presented for approval.

32. Resolution approving change order #4 for Aurora Tennis Court Project

- The existing conditions of the tennis courts to be resurfaced were unknown until construction began. To ensure positive drainage and correct grade on the surface a leveling wedge layer is necessitated.
- This Change Order #4 adds an additional \$60,568.06 to the project.

Staff Report

33. Mid-Year Finance Update - Lisa Frasier, Finance Officer

Mayor/Council Comments

34. Mayor and Council Comments

Adjourn

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

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GET TO
KNOW

Newton

PROCLAMATION

NATIONAL COMMUNITY PLANNING MONTH

October 2025

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of the City of Newton, Iowa; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of the City of Newton, Iowa and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED, that the month of October 2025 is hereby designated as **Community Planning Month** in the City of Newton, Iowa in conjunction with the celebration of National Community Planning Month.

Dated this _____ day of October 2025.

Katrina Davis, City Clerk

Evelyn George, Mayor



NEWTON CITY COUNCIL MEETING MINUTES
SEPTEMBER 15, 2025, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

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

Citizen Participation

2. There was no citizen participation.

Consent Agenda

Moved by Ervin, seconded by Mills to approve consent agenda items 3-14. AYES: Six. NAYS: None. Consent Agenda was adopted.

3. September 2, 2025 Regular City Council Meeting Minutes

4. Approve Liquor Licenses for the following: ALDI Inc #146 - LG0001323, 375 Iowa Speedway Dr, Class B Retail Alcohol License renewal; Capitol II Theatre - WCN000343, 116 1st St N, Special Class C Retail Native Wine License renewal; Git-N-Go Convenience Store #45 - LG0001044, 1708 S 8th Ave E, Class B Retail Alcohol License renewal; Pit Stop Liquors (ownership updates), 1324 1st Ave E, Class E Retail Alcohol License

5. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-12)
Resolution 2025-349 adopted.

6. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-13)
Resolution 2025-350 adopted.

7. Resolution Approving a Fund Transfer from the Southwest TIF Fund to the D&D Fund
Resolution 2025-351 adopted.

8. Resolution approving a Telecommunications Licensing Agreement with Mediacom-2025-01
Resolution 2025-352 adopted.

9. Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area
Resolution 2025-353 adopted.

10. Resolution Approving the purchase of an open-air shelter for the Westwood Clubhouse Patio
Resolution 2025-354 adopted.

11. Resolution rescinding a contract, and awarding a contract for the Scale House Electrical Generator Installation Project
Resolution 2025-355 adopted.

12. Resolution awarding the purchase of firefighter's personal protective equipment and accessories and rope rescue equipment
Resolution 2025-356 adopted.

13. 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 Children's Forest Creek Bank Stabilization Project.
Resolution 2025-357 adopted.

14. Approve Bills

Public Hearing

15. Public Hearing on a resolution awarding contract for the 2025 HMA Alley Overlay Project
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Hallam, seconded by Mullan to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

16. Resolution awarding contract for the 2025 HMA Alley Overlay Project
Moved by Dalton, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-358 adopted.

Ordinance

17. Third 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
Moved by Simbro, seconded by Ervin to approve the third consideration of the Ordinance. Dalton moved to amend the ordinance removing the space on North Third Ave W from the ordinance. The motion failed for lack of a second. AYES: Five. NAYS: Dalton. Third Consideration of the Ordinance was approved. Moved by Mullan, seconded by Mills, to adopt the Ordinance. AYES: Five. NAYS: Dalton. Ordinance 2474 was adopted.
18. Third 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
Moved by Hallam, seconded by Simbro to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Mills, seconded by Mullan, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2475 was adopted.
19. Third 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
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 Dalton, seconded by Mullan, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2476 was adopted.

Resolution

20. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for the Washer City Card Convention from United Way of Jasper County and The IOWA Foundation
Moved by Dalton, seconded by Hallam to adopt the Resolution. United Way Director, Jessica Lowe-Volks, announced details regarding the card vendor fair on October 24th and 25th at the Iowa Speedway Newton Club. AYES: Six. NAYS: None. Resolution 2025-359 adopted.
21. Resolution approving a low-moderate income housing set-aside grant for 525 North 2nd Avenue East
Moved by Hallam, seconded by Ervin to adopt the Resolution. Dalton indicated that there were policy changes she would like to address. AYES: Five. NAYS: Dalton. Resolution 2025-360 adopted.
22. Resolution approving a low-moderate income housing set-aside grant for 625 East 4th Street South
Moved by Mills, seconded by Simbro to adopt the Resolution. AYES: Five. NAYS: Dalton. Resolution 2025-361 adopted.
23. Resolution approving a Five-year power interrupt agreement with Interstate Power and Light Company for Water Pollution Control Plant
Moved by Ervin, seconded by Mullan to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-362 adopted.

Staff Report

24. Library Annual Report - Nicole Terry Library Director
Terry presented on Library activities over the past year. 718 new library cards were issued between July 24 and June 25. Total circulation was 129,253. She announced that your library card has access to 229,171 free items. There were 372 children's programs with 18,810 attendees. There were 162 adult programs with 7,892 attendees.

Mayor/Council Comments

25. Mayor and Council Comments
Mayor George presented the details of the situation with the Chedester demolition. Ervin announced the Homecoming parade and the Red & Black block party. There will be a band playing afterward and the Iowa Wild is coming down. It needs to be a whole city celebration. George announced the bus tour group that came into town. There are plans to have them come 2 more times. The 9/11 Memorial tribute was well attended. The

extended Farmers Market is Tuesday. There is Zumba and Senior Walk in the park. Simbro paid tribute to the Library and all they do for the community.

Adjourn
Moved by Dalton, seconded by Mills to adjourn the meeting at 7:10 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

RESOLUTION NO 2025 - _____

RESOLUTION APPOINTING RODRIGO LEON AS DEPUTY CITY CLERK

WHEREAS, Section 4.0201, Title 1, of the Newton Municipal Code states that a City Clerk and one or more Deputy City Clerks shall be appointed by the City Council for two-year terms in even numbered years; and

WHEREAS, Katrina A. Davis currently serves as City Clerk and Jolene Brady, Candace Streeter, Jerri Clay and Lisa Frasier currently serve as Deputy City Clerks with terms ending December 31, 2025; and

WHEREAS, Rodrigo Leon began employment in the Administration Department in July of 2025 and some duties would require the designation of Deputy City Clerk; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Newton, Iowa that Rodrigo Leon be appointed as Deputy City Clerk for term ending December 31, 2025.

PASSED this 6th day of October 2025.

APPROVED this _____ day of October 2025.

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-13)

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: \$6,200.00

Report Number: 2025-1160

Date:

October 6, 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 \$6,200.00.

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 25-13).

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 25-13)**

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. 25-13 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 25-13, 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 October 15, 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 October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-13: 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
Alexandra Danker	828452001	906 N 7th Ave W	Newton	\$125,850	\$100.00	\$150.00	\$250.00	GREENCASTLE PLACE LOT 13 BLK E	8/4/2025
The American Real Estate Co	828454001	549 W 10th St N	Newton	\$53,070	\$100.00	\$150.00	\$250.00	GREENCASTLE PLACE LOT 14 BLK E	8/4/2025
Richard Miller	828428004	835 W 4th St N	Newton	\$46,850	\$200.00	\$150.00	\$350.00	BAKER'S SD LOT 6	8/4/2025
Kyle Snodgrass	833104014	1600 1st Ave W	Newton	\$42,740	\$100.00	\$150.00	\$250.00	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	8/4/2025
Randy Cline	835426029	701 E 24th St S	Newton	\$99,210	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 14 BLK O	8/4/2025
Erick Fuerte	834204021	731 N 4th Ave E	Newton	\$99,960	\$100.00	\$150.00	\$250.00	EAST ADD LOT 10 BLK D EX PARCEL A	8/4/2025
Linda Rice	835402011	514 E 20th St S	Newton	\$157,750	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 11 BLK E	8/4/2025
Samuel Simons	833257010	228 W 9th St S	Newton	\$112,680	\$100.00	\$150.00	\$250.00	JOY'S SD LOT 11 & S 2.5' OF LOT 12 BLK A	8/4/2025
Robert Spinney	826352024	601 E 13th St N	Newton	\$91,430	\$100.00	\$150.00	\$250.00	EMERSON HOUGH PLACE LOT 12 BLK B	8/4/2025
Crystal Wertz-Hannachi	833252008	124 W 11th St S	Newton	\$87,730	\$100.00	\$150.00	\$250.00	MILLER'S ADD LOT 9	8/4/2025
Abe Property Solutions LLC	827476038	717 E 10th St S	Newton	\$71,430	\$100.00	\$150.00	\$250.00	NEWTON NORTHEAST ADDPARCEL B LOT 2	8/5/2025
Signe & Randal Richards	834329003	514 E 4th St S	Newton	\$265,440	\$100.00	\$150.00	\$250.00	LEONARD'S ADD LOT 5 BLK 1 & S 1/2 ALLEY ON N	8/5/2025
Edmund Szczutkowski	835426011	600 E 23rd St S	Newton	\$111,660	\$200.00	\$150.00	\$350.00	AURORA HEIGHTS SD LOT 29 & S 1/2 OF W 1/2 LOT V BLK O	8/5/2025
Abe Property Solutions LLC	827476038	721 E 10th St N	Newton	\$71,430	\$100.00	\$150.00	\$250.00	NEWTON NORTHEAST ADDPARCEL B LOT 2	8/7/2025
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	8/11/2025
Ftm H 25 LLC	835253010	314 E 19th St S	Newton	\$113,640	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 19 BLK A	8/11/2025
Huyen Hoang	835104017	1326 Crescent Dr	Newton	\$76,770	\$100.00	\$150.00	\$250.00	BELMONT PARK LOT 17 BLK 2	8/11/2025
Kinnick McFarland	834402011	430 S 8th Ave E	Newton	\$163,200	\$100.00	\$150.00	\$250.00	COMMUNITY HEIGHTS LOT 13 & E 1/2 LOT 14 BLK B	8/11/2025
Chad Winslow	834162019	419 W 2nd St S	Newton	\$164,960	\$100.00	\$150.00	\$250.00	ORIGINAL PLAT LOT 17 OUTLOT 16	8/8/2025
Lyndon Woods	834280014	1002 S 5th Ave E	Newton	\$138,490	\$100.00	\$150.00	\$250.00	JONES' SD S 96' LOTS 6 & 14 BLK W	8/11/2025
Mike Harmison	834452001	703 S 8th Ave E	Newton	\$93,950	\$100.00	\$150.00	\$250.00	HARLAN'S SD LOT 2 & N 46' LOT 3 BLK 4	8/12/2025
Golden Hammer Contractors	834281034	1106 S 5th Ave E	Newton	\$21,440	\$100.00	\$150.00	\$250.00	JONES' SD E 1/2 OF S 178' LOT A BLK U	8/13/2025
Dustin Lacey	827453003	709 N 8th Ave E	Newton	\$140,730	\$100.00	\$150.00	\$250.00	EFNOR'S SD LOT 6	8/14/2025
Alivia Stanley	835407004	706 E 21st St Pl S	Newton	\$95,540	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 13 BLK M	8/14/2025
TOTAL:							\$6,200.00		

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. 25-14)

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: \$5,575.00

Report Number: 2025-1161

Date:

October 6, 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. 25-14)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 25-14: 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 25-14: 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 25-14: 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 25-14: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-14: 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
Michael Ballard	835153006	424 E 12th St S	Newton	\$133,590	\$100.00	\$150.00	\$250.00	SCHARF'S SD LOT E	8/18/2025
Bryce Maccabe	826353013	713 E 14th St N	Newton	\$153,440	\$100.00	\$150.00	\$250.00	EMERSON HOUGH PLACE LOT 1 BLK C	8/18/2025
Nathan Stewart & Brooke Bes	827453002	707 N 8th Ave E	Newton	\$188,390	\$100.00	\$150.00	\$250.00	EFNOR'S SD LOT 7	8/18/2025
Devani Dearmond	834436004	1002 S 8th Ave E	Newton	\$227,650	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 7 BLK 10	8/19/2025
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$79,360	\$100.00	\$150.00	\$250.00	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	8/19/2025
Golden Hammer Contractors	834279017	900 S 5th Ave E	Newton	\$22,570	\$100.00	\$150.00	\$250.00	LUSK'S SD LOT C	8/20/2025
Norman Jones	828377007	606 W 14th St N	Newton	\$89,630	\$100.00	\$150.00	\$250.00	HILLCREST ADD LOT 12 BLK A	8/22/2025
Paul & Kelley Mattingly	834201010	609 N 4th Ave E	Newton	\$40,240	\$100.00	\$150.00	\$250.00	COONEY'S SD W 1/2 LOT C	8/22/2025
Randy Miner	828476001	718 W 8th St N	Newton	\$206,140	\$100.00	\$150.00	\$250.00	MCCOLLOMS ADD N 100' LOTS 6-7 BLK 1	8/22/2025
Farrell Properties Inc	835283003	204 E 24th St S	Newton	\$16,440	\$150.00	\$150.00	\$300.00	PARK PLACE CONDOMINIUMS LOCATED ON PT PARCEL B BLK Q AURORA HEIGHTS SD EX LOT 9 BLK Q LYING WITHIN PARCEL B	8/22/2025
Ac Capital LLC	827453041	709 E 8th St N	Newton	\$176,070	\$100.00	\$150.00	\$250.00	SWALLOW'S SD LOT 4	8/25/2025
Anna Martinson	834452003	816 E 7th St S	Newton	\$122,310	\$100.00	\$150.00	\$250.00	HARLAN'S SD S 60' LOT 7 BLK 4	8/25/2025
Michael Free	834435008	717 E 10th St S	Newton	\$93,360	\$100.00	\$150.00	\$250.00	LINCOLN PLACE ADD LOT 8 BLK 11	8/25/2025
Erick Fuerte	834204021	731 N 4th Ave E	Newton	\$99,960	\$100.00	\$150.00	\$250.00	EAST ADD LOT 10 BLK D EX PARCEL A	8/25/2025
Linda Rice	835402011	514 E 20th St S	Newton	\$157,750	\$100.00	\$150.00	\$250.00	AURORA HEIGHTS SD LOT 11 BLK E	8/25/2025
2C Industries LLC	833203013	810 N 3rd Ave W	Newton	\$75,600	\$100.00	\$150.00	\$250.00	AILLAUD'S SD LOT 9	8/25/2025
Kyle Snodgrass	833104014	1600 1st Ave W	Newton	\$42,740	\$100.00	\$150.00	\$250.00	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	8/29/2025
Gary & Sandra 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	9/2/2025
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'	9/2/2025
Signe & Randal Richards	834329003	514 E 4th St S	Newton	\$265,440	\$100.00	\$150.00	\$250.00	LEONARD'S ADD LOT 5 BLK 1 & S 1/2 ALLEY ON N	9/2/2025
Devyn Taylor	835153005	416 E 12th St S	Newton	\$146,210	\$125.00	\$150.00	\$275.00	SCHARF'S SD W 132' OF LOTS B-C-F	9/2/2025
2C Industries LLC	834206012	121 E 8th St N	Newton	\$83,140	\$100.00	\$150.00	\$250.00	LEE'S SD LOT B	9/2/2025
TOTAL:							\$5,575.00		

City of Newton Council Report

**Item:**

Resolution approving change order #1 for 2025 Sanitary Sewer Lining Project

Summary:

Approving change order #1 to Municipal Pipe & Tool Co for the 2025 Sanitary Sewer Lining Project

Financial Impact:

Council previously approved a contract for \$317,072.70 on September 2, 2025; this action would approve a change order for an additional \$11,857.50 to be paid from Water Pollution Control Funds

Report Number: 2025-1162**Date:**

October 6, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:

On September 2, 2025, Municipal Pipe & Tool was awarded the 2025 Sanitary Sewer Lining Project. On September 18, 2025, during a sewer connection inspection for the Habitat for Humanity house located at 501 S 2nd Ave W, the plumbing contractor notified city staff about a pipe collapse in the mid-block section of W 5th St S. Upon verification by city staff, it was confirmed that the issue was due to an old lamp hole. Given that the sanitary main is located thirteen feet deep in this area, it was determined that the best course of action would be to line this section of the sanitary main with a Cured-In-Place (CIP) lining.

Since Municipal Pipe & Tool was already in town for the 2025 Sanitary Sewer Lining Project, a change order was proposed to them. They agreed to complete the work at the contract unit pricing, resulting in a net increase of \$11,857.50 for the project. The additional costs will be covered by the Water Pollution Control Funds.

Recommendation:

Approving change order #1 from Municipal Pipe & Tool in the amount of \$11,857.50.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CHANGE ORDER #1 FOR 2025
SANITARY SEWER LINING PROJECT**

WHEREAS, on September 2, 2025, Municipal Pipe & Tool was awarded the 2025 Sanitary Sewer Lining Project. during a sewer connection inspection for the Habitat for Humanity house located at 501 S 2nd Ave W, the plumbing contractor notified city staff about a pipe collapse in the mid-block section of W 5th St S; and

WHEREAS, since Municipal Pipe & Tool was already in town for the 2025 Sanitary Sewer Lining Project, a change order was proposed to them. They agreed to complete the work at the contract unit pricing, resulting in a net increase of \$11,857.50 for the project.; and

WHEREAS, the additional costs will be paid from Water Pollution Control Funds.

NOW, THEREFORE, BE IT RESOLVED, that change order #1 to Municipal Pipe & Tool in the amount eleven thousand eight hundred and fifty-seven dollars and fifty cents (\$11,857.50), for the 2025 Sanitary Sewer Lining Project, is hereby approved and will be funded from Water Pollution Control Funds;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #1 executed by Municipal Pipe & Tool of Hudson, IA for the 2025 Sanitary Sewer Lining Project, be signed by the mayor on behalf of the city.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 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:	2025 Sanitary Sewer Lining Project		
Contractor:	Municipal Pipe Tool Co LLC	Date Prepared:	9/19/2025		
Contract Date:	9/2/2025	Reviewed By:	JR		
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	
Add: Pre Rehabilitation and Inspection (200 block W 5th St S)	350	\$ 2.95	\$ 1,032.50		
Add: Pipe Lining, CIPP 8" (200 block W 5th St S)	350	\$ 29.50	\$ 10,325.00		
Add: Building Sanitary Sewer Services Reinstatement (200 block W 5th St S)	5	\$ 40.00	\$ 200.00		
Add: CIPP End Seal (200 block W 5th St S)	2	\$ 150.00	\$ 300.00		
Total Change in Cost		Total Change in Cost	\$ 11,857.50		
Contract Price Prior to this Change Order			\$317,072.70		
Net Increase Resulting from this Change Order			\$11,857.50		
Current Contract Price Including this Change Order			\$328,930.20		
Contract Time Prior to this Change Order (completion date)			June 15, 2026		
Net Increase Resulting from this Change Order (completion date)			0		
Current Contract Time Including this Change Order (new completion date)			June 15, 2026		

The above changes are approved:

Date: _____

Date: 9/19/25

The above changes are approved:

City of Newton, IA

By: _____

Contractor
Municipal Pipe

By: _____

Sharon Waschkat

City of Newton Council Report

**Item:**

Resolution approving a non-standard use agreement with the property owner of 118 N 2nd Ave E

Summary:

Allow the use of a portion of a City-owned parking lot

Financial Impact:

N/A.

Report Number: 2025-1163

Date:

October 6, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The property owners of 118 N 2nd Ave E have requested to use an unused portion of an adjacent public parking lot to install a dumpster corral. The specific location is next to the Alliant Energy transformer and will not require the removal of any parking spaces.

The current City of Newton specifications and regulations do not specifically permit public right-of-way for this type of use. The property owners have agreed to the City's non-standard use agreement.

If the City accepts the agreement, the owners will be committed to its terms and standards.

Recommendation:

Approval of the agreement with the property owners for the non-standard improvements in the City right-of-way.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING A NON-STANDARD USE AGREEMENT
WITH THE PROPERTY OWNER OF 118 N 2ND AVE E**

WHEREAS, the property owners of 118 N 2nd Ave E have requested to use the adjacent public parking lot to install a dumpster corral; and

WHEREAS, current City of Newton specifications or regulations do not specifically allow public right of way for this type of use. The property owners have agreed to the City's non-standard use agreement; and

WHEREAS, if the City accepts the agreement, the owner will be committed to its terms and the standards contained within.

NOW, THEREFORE, BE IT RESOLVED, that the non-standard use agreement between the City of Newton and Ex Nihilo LLC DBA as Gray Moon Public Market is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the non-standard use agreement between the City of Newton and said owners is to be signed by the Mayor and City Clerk on behalf of the City and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute the said non-standard use agreement with the owner.

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PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Prepared By: Brandon Schakel - City of Newton Public Works - 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622
Taxpayer: Ex Nihilo LLC dba as Gray Moon Public Market, 3111 SW 37th St, Des Moines IA 50321
Legal Description: Original Plat E, 22' Lot 7 & W 22' Lot 8 Blk 10
Parcel No: 0834134013

**AGREEMENT BETWEEN CITY OF NEWTON AND PROPERTY OWNERS DESIRING
PLACEMENT OF DUMPSTER AND CORRAL ON CITY PROPERTY**

The City of Newton, Iowa, a municipal corporation under the laws of the State of Iowa, hereinafter called "City," and the following named property owner(s):

Ex Nihilo LLC dba as Gray Moon Public Market
3111 SW 37th St- Des Moines, IA 50321

hereinafter called "Owner(s)," hereby agree as follows:

1. Owner(s) own the following described property, hereinafter called "property":

Address: **118 N 2nd Ave E**

Legal Description: Original Plat E, 22' Lot 7 & W 22' Lot 8 Blk 10

2. For purposes of this Agreement, placement of a dumpster and corral on City property is considered a **non-standard use** of City right-of-way or property. The non-standard use allowed under this Agreement is described as follows:

"Placement of a dumpster and corral within the city parking lot located adjacent to 118 N 2nd Ave E (Gray Moon) as shown in exhibit A."

3. For and in consideration of City's permission to complete said non-standard improvements, Owner(s) agrees to the conditions specified hereinafter and agree to undertake all of the responsibilities specified hereinafter.

4. City reserves and maintains all right to use and occupy the right-of-way area proposed to be the site of said non-standard improvements, including but not limited to the right to install streets, sidewalks, street signage and utilities. In the event that said non-standard improvements are subsequently damaged, displaced or destroyed by City's or City's franchised utilities use and occupancy of City's right-of-way, Owner(s) shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City.

5. Owner(s) shall be responsible for normal periodic maintenance of said non-standard improvements, at Owner(s) cost. In the event any non-standard improvements become a nuisance, becomes damaged by accident or act of God, interferes or impedes the installation or maintenance of street, sidewalk, street signage, utilities or any other public works, or in any other way violates the Newton City Code or Code of Iowa, City shall give written notice to Owner(s) of the corrective or removal action required, and if Owner(s) fail or refuse to take such corrective action within ten (10) days, City reserves and maintains the right to remove said non-standard improvements. Under emergency circumstances or when public safety is endangered, City or any utility franchised by City may take immediate corrective or removal action without notice to Owner(s). In either event, Owner(s) shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City, and City shall maintain right to recover costs of corrective or removal action by billing Owner or, if costs remain unpaid, by certifying the costs of such corrective or removal action to the County Assessor and County Treasurer for collection against Owner(s) property in the same manner as property taxes.

6. Owner(s) further agree to indemnify, defend and hold City harmless from any and all claims by third parties, City's employees, agents and subcontractors, and all employees, agents, assignees, subcontractors or licensees of Owner(s), arising directly or indirectly out of placement, maintenance, or use of non-standard improvements

7. Owner(s) agree to construct, maintain, and remove non-standard improvement in accordance with the terms of this agreement and in conformance with the following:

This Agreement shall expire **twenty (20) years** from the date of City approval, unless sooner revoked by the City. No property right is created by this Agreement, and the permission granted is revocable at any time at the sole discretion of the City.

8. This Agreement shall be binding upon Owner(s), their tenants, agents, successors, and assigns, and shall be recorded as a covenant running with the Property.

Notary Public in and for the State of Iowa
(Typed Name) Kimberly Bullerman
My Commission Expires: 01/12/2027

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

Dated: _____

CITY OF NEWTON

By: Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

STATE OF IOWA :

JASPER COUNTY:

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

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



N 2ND AVE E

E 2ND ST N

DUMPSTER LOCATION

CITY PARKING LOT



8

8

118 N
2nd
Ave E

DRAWN BY:	BJS
DATE:	SEPTEMBER, 2025
SURVEY DATE:	

APPROVED:	
DATE:	

REVISIONS:	

EXHIBIT A



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

118 N 2ND AVE E (GRAY MOON)CITY OF
NEWTON, IOWA

SHEET NO.
E-1

City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 Aurora Park Parking Lot Removal Project

Summary:

Accept completion of the contract with Annee Construction for the 2025 Aurora Park Parking Lot Removal Project

Financial Impact:

The Council previously approved a contract for \$14,330.00 on August 18, 2025, and a change order in the amount of \$3,415.82 on September 2, 2025. This action would accept the project and authorize payment of the retainage amount of \$532.37 to be paid from 2025 Bond Proceeds.

Report Number: 2025-1168**Date:**

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

As part of a recent land transaction of the tennis court project, 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.

City Council passed a resolution on August 18, 2025, awarding a contract to Annee Construction of Kellogg, Iowa, in the amount of \$14,330.00. A change order in the amount of \$3,415.82 was accepted on September 2, 2025, for additional HMA removals and topsoil.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$17,745.82.

Recommendation:

Accepting the completion of the 2025 Aurora Park Parking lot removal project and authorizing the retainage amount of \$532.37 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION ACCEPTING COMPLETION OF THE
2025 AURORA PARK PARKING LOT REMOVAL PROJECT**

WHEREAS, as part of a recent land transaction of the tennis court project, 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, City Council passed a resolution on August 18, 2025, awarding a contract to Annee Construction, of Kellogg Iowa, in the amount of \$14,330.00. A change order in the amount of \$3,415.82 was accepted for additional HMA removals and top soil on September 2nd, 2025; and

WHEREAS The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$17,745.82; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the completion of the project; and authorizes the Community Development Director to execute payment of the retainer in the amount of \$532.37 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using 2025 bond proceeds.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving CO #1 and accepting completion of the 2025 Highway and symbol painting Project

Summary:

Approving CO#1 and accepting completion of the 2025 Highway and symbol painting Project

Financial Impact:

The Council previously approved a contract for \$29,863.00 on February 17, 2025. This action would approve CO #1 in the amount of \$381.20, accept the project, and authorize payment of the retainage amount of \$906.73.

Report Number: 2025-1169**Date:**

October 6, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The City is required to repaint highway center lines, edge lines, and symbols every two years to comply with federal regulations and meet minimum safety standards. This is the designated year for repainting these markings to ensure safe navigation for motorists.

On February 17, 2025, Weikert Contracting Inc. was awarded the contract for the 2025 highway and symbol painting project.

After the project was completed in early September, it was discovered that the measured quantities of paint and materials differed from those specified in the awarded contract.

Weikert agreed to accommodate the overrun of the measured quantities at the contract unit price, increasing to the project budget of \$381.20.

The final contract amount based on the issuance of one change order and actual measured quantities is \$30,224.20

Weikert has completed the work in general compliance with the terms, conditions, and stipulations of said contract.

Recommendation:

Approving change order #1 and accepting the completion of the 2025 Highway and symbol painting Project, and authorizing the retainage amount of \$906.73 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CO #1 AND ACCEPTING COMPLETION OF THE
2025 HIGHWAY AND SYMBOL PAINTING PROJECT**

WHEREAS, the City is required to repaint highway center lines, edge lines, and symbols every two years to comply with federal regulations and meet minimum safety standards. This is the designated year for repainting these markings to ensure safe navigation for motorists; and

WHEREAS, on February 17, 2025, Weikert Contracting Inc. was awarded the contract for the 2025 highway and symbol painting project; and

WHEREAS, after the completion of the project in early September, it was discovered that the measured quantities of paint and materials differed from what was specified in the awarded contract; and

WHEREAS, Weikert agreed to accommodate the overrun of the measured quantities at the contract unit price, increasing the project budget \$381.20; and

WHEREAS, the final contract amount based on the issuance of one change order and actual measured quantities is \$30,224.20; and

WHEREAS, Weikert has completed the work, 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 and approves change order #1, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$906.73 to Weikert Contracting Inc. from Road Use Tax no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 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
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Owner:	City of Newton	Project Title:	2025 Highway and Stencil Painting Project
Contractor:	Weikert Contracting Inc	Date Prepared:	9/25/2025
Contract Date:	2/17/2025	Reviewed By:	JER
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
Remove: 8.88 Stations of Yellow paint, Waterborne as measured	-8.88	\$ 10.00	\$ (88.80)	No additional time.
Remove: 12 Stations of White paint, Waterborne as measured	-10	\$ 10.00	\$ (100.00)	No additional time.
ADD: 6 Symboles as measured	6	\$ 95.00	\$ 570.00	No additional time.
Total Change in Cost		Total Change in Cost	\$ 381.20	

Contract Price Prior to this Change Order	\$29,863.00
Net Increase Resulting from this Change Order	\$381.20
Current Contract Price Including this Change Order	\$30,244.20
Contract Time Prior to this Change Order (completion date)	October 3, 2025
Net Increase Resulting from this Change Order (completion date)	0
Current Contract Time Including this Change Order (new completion date)	October 3, 2025

The above changes are approved:

Date: _____

The above changes are approved:

Date: 09-26-25

City of Newton, IA

By: _____

Contractor
Weikert Contracting Inc.

By: 

City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 Westwood Patio Project

Summary:

Accept completion of contract to Jerry Keenan Concrete for the 2025 Westwood patio project.

Financial Impact:

Council previously approved a contract for \$49,895.56 on August 4, 2025. CO #1 for \$1,575.00 was approved on August 18, 2025. This action would accept the project and authorize payment of the retainage amount of \$1,544.12

Report Number: 2025-1170**Date:**

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course. This led to plans being prepared and bids received on August 17, 2023, for the said clubhouse project. Due to the high bid prices received, the said bids were then rejected by the City Council, as per Resolution 2023-245, on September 5, 2023. City staff reacted immediately by working on an alternate plan to construct a more affordable clubhouse, which satisfies the language of the bond referendum while still meeting the needs of the golf course.

This project completed exterior improvements with the addition of a PCC patio and cart paths.

City Council passed a resolution on August 4, 2025, awarding a contract to Jerry Keenan Concrete of Newton, Iowa, in the amount of \$49,895.56. A change order in the amount of \$1,544.12 was approved on August 18, 2025, for additional Class 10 excavation.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$51,470.56.

Recommendation:

Recommends accepting the completion of the 2025 Westwood Patio project and authorizing the retainage amount of \$1,544.12 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION ACCEPTING COMPLETION OF 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. This led to plans being prepared and bids received on August 17, 2023, for said clubhouse project; and

WHEREAS, due to high bid prices received, said bids were then rejected by the City Council per Resolution 2023-245 on September 5, 2023. City staff reacted immediately by working on an alternate plan to construct a more affordable clubhouse, which satisfies the language of the bond referendum while still meeting the needs of the golf course; and

WHEREAS This project completed exterior improvements with the addition of a PCC patio and cart paths; and

WHEREAS City Council passed a resolution on August 4, 2025, awarding a contract to Jerry Keenan Concrete, of Newton Iowa, in the amount of \$49,895.56. A change order in the amount of \$1,544.12 was approved on August 18, 2025 for additional class 10 excavation; and

WHEREAS, Jerry Keenan Concrete has completed the work in general compliance with the terms, conditions, and stipulations of said contract; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the completion of the project; and authorizes the Community Service Director to execute payment of the retainer in the amount of \$1,544.12 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using Bonded Capital Funds for the Westwood Golf Clubhouse.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 Agnes Trail Improvement Project

Summary:

Accept completion of the contract to MODCON Inc. for the 2025 Agnes Trail Improvement project.

Financial Impact:

Council previously approved a contract for \$29,924.00 on June 16, 2025. CO #1 for \$1,580.00 was approved on September 02, 2025. This action would accept the project and authorize payment of the retainage amount of \$948.42

Report Number: 2025-1171**Date:**

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

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

City Council passed a resolution on June 16, 2025, awarding a contract to MODCON Inc., of Clive, Iowa, in the amount of \$29,924.00. A change order in the amount of \$1,580.00 was approved on September 2, 2025, for an additional 5" PCC and Seeding.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$31,614.

Recommendation:

Recommends accepting the completion of the 2025 Westwood Patio project and authorizing the retainage amount of \$948.42 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION ACCEPTING COMPLETION OF THE
2025 AGNES TRAIL IMPROVEMENT PROJECT**

WHEREAS, The Agnes Trail has long-standing drainage issues, where water sheet flows across low-lying sections of the trail, resulting in the accumulation of mud, gravel, and standing water. These conditions create safety hazards for trail users and hinder accessibility; and

WHEREAS, City Council passed a resolution on June 16, 2025, awarding a contract to MODCON Inc, of Clive Iowa, in the amount of \$29,924.00. A change order in the amount of \$1,580.00 was approved on September 2, 2025 for additional 5" PCC and Seeding; and

WHEREAS The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$31,614; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the completion of the project; and authorizes the Community Service Director to execute payment of the retainer in the amount of \$948.42 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using 2025 Bond Proceeds.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution adding "Niche Bud Vase" to the comprehensive schedule of fees

Summary:

Adding "Niche Bud Vase" to comprehensive schedule of fees for Union Cemetery

Financial Impact:

None, cost recovery

Report Number: 2025-1175

Date:

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2025-323 (approved August 4, 2025), City Council amended the cemetery rules which provides for the option for families to purchase and have installed a small bud vase on columbarium niches at Union Cemetery. The rules specify that families purchase the bud vase through the City and that City staff installs to ensure consistent design and placement.

A black metal bud vase has been selected. Families that are known to staff to be interested in purchasing a bud vase have seen the product and agree with its selection. The cost to acquire and install a bud vase at the columbarium will be \$20.00. This fee will cover the product and City staff time.

Image of the small bud vase:

**Recommendation:**

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION ADDING “NICHE BUD VASE” TO THE
COMPREHNSIVE SCHEDULE OF FEES

WHEREAS, by Resolution Number 2025-323, the cemetery rules and regulations were amended relating to decorations on individual niches within the Columbarium at Union Cemtery; and

WHEREAS, the amendments allow for the purchase and installation of a single bud vase from the City of Newton; and

WHEREAS, it is necessary to establish a fee for said bud vase and installation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the Comprehensive Fee Schedule: Cemetery Other Fees is hereby amended to add the following:

Union Cemetery Columbarium Niche Bud Vase & Installation: \$20.00

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that this fee schedule shall be effective immediately.

PASSED this _____ day of September, 2025.

APPROVED this _____ day of September, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the GG 115 LLC Property Located at 208 S 2nd Ave W Within the North Central Urban Renewal Area

Summary:

Resolution Approving a Property Tax Rebate to GG 115 LLC Property According to the Approved Development Agreement

Financial Impact:

\$2,910 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 2025-1189**Date:**

October 6, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in January of 2020 with GG 115 LLC on the property located at 208 S 2nd Ave W (Viet Thai Taste) within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by GG 115 LLC in Fiscal year 25/26.

GG 115 LLC has provided documentation that the 1st half of property taxes in the amount of \$3,894 have been paid to the Jasper County Treasurer for FY 2025/26 property taxes and the amount of the 100% rebate from the TIF Fund would be \$2,910.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$2,910 to GG 115 LLC for the 1st half of the 25/26 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE GG 115, LLC PROPERTY LOCATED AT 208 S 2ND AVE W WITHIN THE NORTH CENTRAL URBAN RENEWAL AREA

WHEREAS, the City of Newton (City) has established the North Central Urban Renewal Area; and

WHEREAS, a Development Agreement with GG 115, LLC was entered into in January of 2020 on the property located at 208 South 2nd Avenue West (Viet Thai Taste) within the North Central Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 25-26, and

WHEREAS, the Developer has paid the 1st half of property taxes for the fiscal year 2025-2026 in the total amount of \$3,894 and is eligible to receive a 100% TIF rebate of \$2,910;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with GG 115, LLC a property tax rebate for the 1stnd half of fiscal year 2025-2026 property taxes in the amount of \$2,910 is hereby approved.

PASSED this 6th day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located at 1105 East 12th Street South Within the McCann Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the McCann Housing Associates, LP Property According to the Approved Development Agreement

Financial Impact:

\$45,535.20 property tax rebate from the McCann Urban Renewal TIF Fund

Report Number: 2025-1199**Date:**

October 6, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in March of 2018 with McCann Housing Associates, LP on the property located at 1105 East 12th Street South within the McCann Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by McCann Housing Associates, LP in Fiscal year 25/26.

McCann Housing Associates, LP has provided documentation that the property taxes for the 1st half of fiscal year 2025-2026 have been paid in the total amount of \$58,965.00 and is eligible to receive a 100% TIF rebate of \$45,535.20.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to McCann Housing Associates, LP for the 1st half of the 25/26 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2025- _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE MCCANN HOUSING ASSOCIATES, LP PROPERTY LOCATED AT 1105 EAST 12th STREET SOUTH WITHIN THE MCCANN URBAN RENEWAL AREA

WHEREAS, the City of Newton (City) has established the McCann Urban Renewal Area; and

WHEREAS, a Development Agreement with McCann Housing Associates, LP was entered into in March of 2018 on the property located at 1105 East 12th Street South within the McCann Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 25-26, and

WHEREAS, the Developer has paid its property taxes for the 1st half of fiscal year 25-26 in the total amount of \$58,965.00 and is eligible to receive a 100% TIF rebate of \$45,535.20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with McCann Housing Associates, LP a property tax rebate for the 1st half of fiscal year 25-26 taxes in the amount of \$45,535.20 is hereby approved.

PASSED this 6th day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2025 Clearing and Grubbing Contract

Summary:

Award of contract to Clear and Grub along S 4th Ave PI E.

Financial Impact:

\$4,500 from RUT funds.

Report Number: 2025-1200

Date:

October 6, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Police Department and Public Works require the removal of vegetation along approximately 0.86 acres of creek bank to improve visibility from the adjacent roadway. Dense brush and small trees currently obstruct the line of sight across the creek, limiting officers' ability to monitor activity within this area and impeding traffic and sight lines. The site has been identified as a location where homeless encampments and related activity occur, and improved visibility is expected to enhance public safety and assist law enforcement with monitoring and response.

The proposed work includes clearing and grubbing of vegetation up to 8 inches in diameter within the designated area to open the view corridor across the creek. This effort will not alter the creek alignment or flow, but is intended solely to improve sight lines while maintaining erosion control of the creek banks.

Five quotes were solicited and received. All quotes were reviewed for completeness and consistency with the scope of work.

The apparent low quote received is from Land Pro LLC of Sully, Iowa, in the amount of \$4,500.00. The project will be paid for using RUT funds.

Recommendation:

Approval of the quote from Land Pro LLC of Sully, Iowa in the amount of \$4,500.00.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

RESOLUTION AWARDING CONTRACT FOR THE 2025 CLEARING AND GRUBBING PROJECT

WHEREAS, The Police Department has requested the removal of vegetation along approximately 0.86 acres of creek bank to improve visibility from the adjacent roadway. Dense brush and small trees currently obstruct the line of sight across the creek, limiting officers’ ability to monitor activity within this area; and

WHEREAS, the site has been identified as a location where homeless encampments and related activity occur, and improved visibility is expected to enhance public safety and assist law enforcement with monitoring and response; and

WHEREAS, five quotes were solicited and received. All quotes were reviewed for completeness and consistency with the requested scope of work; and

WHEREAS, the apparent low is Land Pro LLC of Sully, Iowa. The project will be paid for using RUT funds; and

WHEREAS, City Staff recommends that Council award a contract to Land Pro LLC of Sully, Iowa for the 2025 clearing and grubbing project based on the low responsive, responsible quote received in the amount of \$4,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Land Pro LLC of Sully, Iowa, in the amount of four thousand five hundred dollars and zero cents (\$4,500.00) for the 2025 clearing and grubbing 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 Land Pro LLC of Sully, Iowa for the 2025 clearing and grubbing 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 RUT funds.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving Transparity annual software licensing and maintenance agreement with General Traffic Controls Inc.

Summary:

Annual software licensing and maintenance agreement for the Downtown traffic signal cameras.

Financial Impact:

\$8,025.00 from Road Use Tax (RUT).

Report Number: 2025-1201**Date:**

October 6, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

The current licensing and maintenance agreement for the downtown traffic signal cameras with General Traffic Controls, Inc. expires on 10-31-2025. General Traffic Control, Inc. (GTC) is proposing a one-year supplemental agreement for software licensing and maintenance from November 1, 2025, through October 31, 2026, for seven intersections on 1st Avenue through the Downtown Business District.

This investment in our current network allows for automatic software upgrades, which reduces the need for service and maintains the ability to utilize the remote camera system, which allows the police department access to the camera system.

Recommendation:

Staff recommends approving the Transparity annual software licensing and maintenance agreement with General Traffic Controls Inc. of Spencer, Iowa, in the amount of \$8025.00 to be paid from Road Use Tax Funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

RESOLUTION APPROVING TRANSPARITY ANNUAL SOFTWARE LICENSING AND MAINTENANCE AGREEMENT WITH GENERAL TRAFFIC CONTROLS INC.

WHEREAS, the current licensing and maintenance agreement for the downtown traffic signals cameras with General Traffic Controls expires on 10-31-2025; and

WHEREAS, General Traffic Control, Inc. is proposing a one-year supplemental agreement for software licensing and maintenance from November 1, 2025, through October 31, 2026, for seven intersections on 1st Avenue through the Downtown Business District; and

WHEREAS, this investment in our current network allows for automatic software upgrades, which reduces the need for service and maintains the ability to utilize the remote camera system, which allows the police department access to the camera system.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Public Works Director is authorized to enter into an agreement with General Traffic Controls Inc. of Spencer, Iowa, in the amount of \$8,025.00 for a one-year supplemental agreement for Transparity software licensing and maintenance agreement, to be paid from Road Use Tax Funds.

PASSED this _____ day of October 2025.

APPROVED this _____ day of October 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

General Traffic Controls
2915 11th Ave SW
Spencer, IA 51301

Quote

Phone # (712) 262-1521

Date	Quote #
9/30/2025	5666

Name / Address
City of Newton PO Box 399 Newton, IA 50208

Terms		Rep	FOB	Delivery	Freight	Estimated Delivery
Net 30		CKB	Destination	N/A	Prepaid	10/30/2025
Qty	Item Number		Description		Unit Price	Total
1	TRANSPARITY ANNUAL REN...		Newton, IA - 1 yr TMS Maintenance Agreement Renewal 2025-2026 Software; Transparency TMS Maintenance Agreement. 1 year agreement (up to 7 locations); telephone, email or remote support and (2) remote maintenance sessions 11/1/25-10/31/26		8,025.00	8,025.00
Thank you for your business. Tax Exempt.					Subtotal \$8,025.00	
Please note: This estimate may be subject to additional charges due to applicable import tariffs, duties, or government-imposed fees. Final pricing will reflect any such charges if incurred. Purchasing with a Credit Card will incur a 4% transaction fee. Tax Exempt Certificate required at time of release.					Sales Tax (7.0%) \$0.00	
					Total \$8,025.00	

Customer Signature _____

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City-owned property at 214 East 4th Street North, 411 North 3rd Avenue East, 421 North 3rd Avenue East, 427 North 3rd Avenue East, and 215 East 5th Street North in Newton, Jasper County, Iowa

Summary:

Setting a public hearing

Financial Impact:

None, setting a public hearing

Report Number: 2025-1177

Date:

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

In order to entertain offers on City-owned property, a public hearing must first be set. There has been expressed interest in the properties.

These properties are located within an urban renewal area, thus the public hearing shall be set at least 30 days in advance.

This resolution sets the public hearing for the subject properties for the November 17, 2025 City Council meeting.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 214 EAST 4TH STREET NORTH, 411 NORTH 3RD AVENUE EAST, 421 NORTH 3RD AVENUE EAST, 427 NORTH 3RD AVENUE EAST, AND 215 EAST 5TH STREET NORTH IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 214 East 4th Street North, legally described as: COMMENCING AT THE NORTHWEST CORNER OF LOT 6 OF OUTLOT 25 IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, RUN THENCE EAST 126.52 FEET, THENCE SOUTH 74.25 FEET THENCE WEST 126.52 FEET, THENCE NORTH TO THE PLACE OF BEGINNING AS APPEARS IN PLAT BOOK B, PAGE 275, IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

411 North 3rd Avenue East, legally described as: LOT FOUR OF THE SUBDIVISION OF OUTLOT TWENTY-FIVE IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK “B”, AT PAGE 375 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

421 North 3rd Avenue East, legally described as: ORIGINAL PLAT LOT 2 OUTLOT 25, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

427 North 3rd Avenue East, legally described as: LOT ONE, OF OUTLOT TWENTY-FIVE, IN THE ORIGINAL TOWN OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, PAGE 275 OF THE RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

215 East 5th Street North, legally described as: LOTS SEVEN (7) AND EIGHT (8) IN THE SUBDIVISION OF OUTLOT TWENTY-FIVE (25) OF ORIGINAL CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 275 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on November 17, 2025 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on November 17, 2025, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 214 East 4th Street North, legally described as: COMMENCING AT THE NORTHWEST CORNER OF LOT 6 OF OUTLOT 25 IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, RUN THENCE EAST 126.52 FEET, THENCE SOUTH 74.25 FEET THENCE WEST 126.52 FEET, THENCE NORTH TO THE PLACE OF BEGINNING AS APPEARS IN PLAT BOOK B, PAGE 275, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 411 North 3rd Avenue East, legally described as: LOT FOUR OF THE SUBDIVISION OF OUTLOT TWENTY-FIVE IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK “B”, AT PAGE 375 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 421 North 3rd Avenue East, legally described as: ORIGINAL PLAT LOT 2 OUTLOT 25, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA; 427 North 3rd Avenue East, legally described as: LOT ONE, OF OUTLOT TWENTY-FIVE, IN THE ORIGINAL TOWN OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, PAGE 275 OF THE RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 215 East 5th Street North, legally described as: LOTS SEVEN (7) AND EIGHT (8) IN THE SUBDIVISION OF OUTLOT TWENTY-FIVE (25) OF ORIGINAL CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 275 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on November 7, 2025, to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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 City of Newton Camera Project

Summary:

Accept plans and order bids for the 2025 City of Newton Camera project

Financial Impact:

\$103,788.27 for the General Fund

\$10,599.56 from the Water Fund

\$4,515.16 from the WPC Fund

\$5,070.00 from the Golf Fund

Report Number: 2025-1187

Date:

October 6, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

The **2025 City of Newton Camera Project** is a public improvement project aimed at enhancing the safety and security within the City of Newton. The base bid is for the installation of network fiber to all camera locations and installation and setup of 103 cameras at 16 sites throughout the city. Locations are:

- Newton Police, Fire, and City call (on premise storage required)
 - (2) 32TB servers
 - (2) 5MP multi-directional panoramic cameras
 - (15) 5MP interior/exterior camera with audio mic capability
 - (7) 4MP interior cameras with audio mic capability
- Newton Water Distribution (internal storage)
 - (1) 5MP multi-directional panoramic camera
 - (4) 5MP cameras
- Newton Police Department animal control facility (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Water tower (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Maytag Park two shelter houses (internal storage)
 - (8) 4MP cameras
- Maytag Pool (On premise storage required)
 - (1) 4TB Server
 - (8) 5MP cameras
- Maytag Park Maintenance building (internal storage)
 - (4) 4MP cameras
- Maytag Park Caretaker House (internal storage)
 - (4) 4MP cameras
- Maytag Bowl (internal storage)
 - (4) 4MP cameras
- Sunset Park (internal storage)
 - (4) 4MP cameras

- Softball Complex (internal storage)
 - (4) 4MP cameras
- Woodland Park (internal storage)
 - (10) 4MP cameras
 - (2) wi-fi links
- Agnus Patterson Park (internal storage)
 - (12) 4MP cameras
- Westwood Clubhouse (internal storage)
 - (6) 4MP cameras
- Newton Public Library (internal storage)
 - (8) 4MP camera (2 interior with mic, 6 exterior)

This project aims to improve the safety and security of the city's buildings, infrastructure and parks.

The bid opening for the project will occur on October 7, 2025, and the public hearing to award the work will take place at the regularly scheduled council meeting on November 6, 2025. The estimated construction cost is \$123,973.

Recommendation:

Approval to accept the plans, set dates, and obtain bids for the 2025 City of Newton Camera Project

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

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

WHEREAS, the 2025 City of Newton Camera Project is a public improvement initiative designed to enhance the infrastructure, safety and security of city building and parks within the City of Newton, and

WHEREAS, the total cost estimate is \$123,973.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2025 City of Newton Camera Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction; and the project be paid for with General Funds; and

BE IT FURTHER RESOLVED 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 Police Department at 11:00 AM on the 23th day of October, 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 6th day of November 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 October, 2025

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



2025 City of Newton Camera Project

City of Newton, Iowa

**PROJECT MANUAL
&
CONTRACT DOCUMENTS**

2025 City of Newton Camera Project

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City of Newton
Police Department
101 W 4th St S
Newton, IA 50208
Telephone (641) 791-0850

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 October 23, 2025, in the Public Works office, 303 W 4th St N, Suite 501, Newton, IA.

Sealed proposals will be opened and bids tabulated at 11:00 am on October 23, 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 November 6, 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 June 3, 2026. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$1000.00 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 Police Department, 101 W 4th St N, Newton, IA.

General Nature of Public Improvement:

2025 City of Newton Camera Project

The **2025 City of Newton Camera Project** is a public improvement project aimed at enhancing the safety and security within the City of Newton. The base bid is for the installation of network fiber to all camera locations and installation and setup of 103 camera at 16 sites throughout the city. Locations are:

- Newton Police, Fire, and City call (on premise storage required)
 - (2) 32TB servers
 - (2) 5MP multi directional panoramic cameras
 - (15) 5MP interior/exterior camera with audio mic capability
 - (7) 4MP interior cameras with audio mic capability
- Newton Water Distribution (internal storage)
 - (1) 5MP multi directional panoramic camera
 - (4) 5MP cameras
- Newton Police Department animal control facility (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Water tower (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Maytag Park two shelter houses (internal storage)
 - (8) 4MP cameras
- Maytag Pool (On premise storage required)
 - (1) 4TB Server
 - (8) 5MP cameras
- Maytag Park Maintenance building (internal storage)
 - (4) 4MP cameras
- Maytag Park Caretaker House (internal storage)
 - (4) 4MP cameras
- Maytag Bowl (internal storage)
 - (4) 4MP cameras
- Sunset Park (internal storage)
 - (4) 4MP cameras
- Softball Complex (internal storage)
 - (4) 4MP cameras
- Woodland Park (internal storage)
 - (10) 4MP cameras
 - (2) wi-fi links
- Agnus Patterson Park (internal storage)
 - (12) 4MP cameras
- Westwood Clubhouse (internal storage)
 - (6) 4MP cameras
- Newton Public Library (internal storage)
 - (8) 4MP camera (2 interior with mic, 6 exterior)

This project aims to improve the safety and security of the city's buildings, infrastructure and parks.

The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before on or before June 3, 2026.

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 City of Newton Camera 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 City of Newton Camera 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 | |
| 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 Newton Police Captain 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.

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:

The **2025 City of Newton Camera Project** is a public improvement project aimed at enhancing the safety and security within the City of Newton. The base bid is for the installation of network fiber to all camera locations and installation and setup of 103 camera at 16 sites throughout the city. Locations are:

- Newton Police, Fire, and City call (on premise storage required)
 - (2) 32TB servers
 - (2) 5MP multi directional panoramic cameras
 - (15) 5MP interior/exterior camera with audio mic capability
 - (7) 4MP interior cameras with audio mic capability
- Newton Water Distribution (internal storage)
 - (1) 5MP multi directional panoramic camera
 - (4) 5MP cameras
- Newton Police Department animal control facility (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Water tower (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Maytag Park two shelter houses (internal storage)
 - (8) 4MP cameras
- Maytag Pool (On premise storage required)
 - (1) 4TB Server
 - (8) 5MP cameras
- Maytag Park Maintenance building (internal storage)
 - (4) 4MP cameras
- Maytag Park Caretaker House (internal storage)
 - (4) 4MP cameras
- Maytag Bowl (internal storage)
 - (4) 4MP cameras
- Sunset Park (internal storage)
 - (4) 4MP cameras
- Softball Complex (internal storage)
 - (4) 4MP cameras
- Woodland Park (internal storage)
 - (10) 4MP cameras
 - (2) wi-fi links
- Agnus Patterson Park (internal storage)
 - (12) 4MP cameras

(CONT. – PROPOSAL)

Project Name: 2025 City of Newton Camera Project

- Westwood Clubhouse (internal storage)
 - (6) 4MP cameras
- Newton Public Library (internal storage)
 - (8) 4MP camera (2 interior with mic, 6 exterior)

This project aims to improve the safety and security of the city's buildings, infrastructure and parks.

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.

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	5020-108-F	103 cameras at 16 sites	LS	1		
Total						

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 June 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of one thousand dollars (\$1000.00) 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 City of Newton Camera 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.**

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;

The **2025 City of Newton Camera Project** is a public improvement project aimed at enhancing the safety and security within the City of Newton. The base bid is for the installation of network fiber to all camera locations and installation and setup of 103 camera at 16 sites throughout the city. Locations are:

- Newton Police, Fire, and City call (on premise storage required)
 - (2) 32TB servers
 - (2) 5MP multi directional panoramic cameras
 - (15) 5MP interior/exterior camera with audio mic capability
 - (7) 4MP interior cameras with audio mic capability
- Newton Water Distribution (internal storage)
 - (1) 5MP multi directional panoramic camera
 - (4) 5MP cameras
- Newton Police Department animal control facility (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Water tower (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Maytag Park two shelter houses (internal storage)
 - (8) 4MP cameras
- Maytag Pool (On premise storage required)
 - (1) 4TB Server
 - (8) 5MP cameras
- Maytag Park Maintenance building (internal storage)
 - (4) 4MP cameras
- Maytag Park Caretaker House (internal storage)
 - (4) 4MP cameras
- Maytag Bowl (internal storage)
 - (4) 4MP cameras
- Sunset Park (internal storage)
 - (4) 4MP cameras
- Softball Complex (internal storage)
 - (4) 4MP cameras
- Woodland Park (internal storage)
 - (10) 4MP cameras
 - (2) wi-fi links
- Agnus Patterson Park (internal storage)
 - (12) 4MP cameras
- Westwood Clubhouse (internal storage)
 - (6) 4MP cameras
- Newton Public Library (internal storage)
 - (8) 4MP camera (2 interior with mic, 6 exterior)

(CONT. BID BOND)

Project Name: 2025 City of Newton Camera Project

This project aims to improve the safety and security of the city's buildings, infrastructure and parks.

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, 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:

Surety Company
By _____
Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Bidder
By _____
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 Newton Police Department Captain. 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:

The **2025 City of Newton Camera Project** is a public improvement project aimed at enhancing the safety and security within the City of Newton. The base bid is for the installation of network fiber to all camera locations and installation and setup of 103 camera at 16 sites throughout the city. Locations are:

- Newton Police, Fire, and City call (on premise storage required)
 - (2) 32TB servers
 - (2) 5MP multi directional panoramic cameras
 - (15) 5MP interior/exterior camera with audio mic capability
 - (7) 4MP interior cameras with audio mic capability
- Newton Water Distribution (internal storage)
 - (1) 5MP multi directional panoramic camera
 - (4) 5MP cameras
- Newton Police Department animal control facility (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Water tower (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Maytag Park two shelter houses (internal storage)
 - (8) 4MP cameras
- Maytag Pool (On premise storage required)
 - (1) 4TB Server
 - (8) 5MP cameras

- Maytag Park Maintenance building (internal storage)
 - (4) 4MP cameras
- Maytag Park Caretaker House (internal storage)
 - (4) 4MP cameras
- Maytag Bowl (internal storage)
 - (4) 4MP cameras
- Sunset Park (internal storage)
 - (4) 4MP cameras
- Softball Complex (internal storage)
 - (4) 4MP cameras
- Woodland Park (internal storage)
 - (10) 4MP cameras
 - (2) wi-fi links
- Agnus Patterson Park (internal storage)
 - (12) 4MP cameras
- Westwood Clubhouse (internal storage)
 - (6) 4MP cameras
- Newton Public Library (internal storage)
 - (8) 4MP camera (2 interior with mic, 6 exterior)

This project aims to improve the safety and security of the city's buildings, infrastructure and parks.

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 June 3, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One thousand dollars (\$ 1000.00) for each calendar day thereafter that the work remains incomplete.

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	5020-108-F	103 cameras at 16 sites	LS	1		
Total						

(CONT. CONTRACT)

Project Name: 2025 City of Newton Camera 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 City of Newton Camera Project

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

SAMPLE

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SAMPLE

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

2025 City of Newton Camera Project

The **2025 City of Newton Camera Project** is a public improvement project aimed at
enhancing the safety and security within the City of Newton. The base bid is for the
installation of network fiber to all camera locations and installation and setup of 103
camera at 16 sites throughout the city. Locations are:

- Newton Police, Fire, and City call (on premise storage required)
 - (2) 32TB servers
 - (2) 5MP multi directional panoramic cameras
 - (15) 5MP interior/exterior camera with audio mic capability
 - (7) 4MP interior cameras with audio mic capability
- Newton Water Distribution (internal storage)
 - (1) 5MP multi directional panoramic camera
 - (4) 5MP cameras
- Newton Police Department animal control facility (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Water tower (internal storage)
 - (1) 5MP Dual Sensor IR Panoramic camera
- Maytag Park two shelter houses (internal storage)
 - (8) 4MP cameras
- Maytag Pool (On premise storage required)
 - (1) 4TB Server
 - (8) 5MP cameras
- Maytag Park Maintenance building (internal storage)
 - (4) 4MP cameras
- Maytag Park Caretaker House (internal storage)
 - (4) 4MP cameras
- Maytag Bowl (internal storage)
 - (4) 4MP cameras

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

- Sunset Park (internal storage)
 - (4) 4MP cameras
- Softball Complex (internal storage)
 - (4) 4MP cameras
- Woodland Park (internal storage)
 - (10) 4MP cameras
 - (2) wi-fi links
- Agnus Patterson Park (internal storage)
 - (12) 4MP cameras
- Westwood Clubhouse (internal storage)
 - (6) 4MP cameras
- Newton Public Library (internal storage)
 - (8) 4MP camera (2 interior with mic, 6 exterior)

This project aims to improve the safety and security of the city's buildings, infrastructure and parks 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 two years after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in, which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

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

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

Title

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

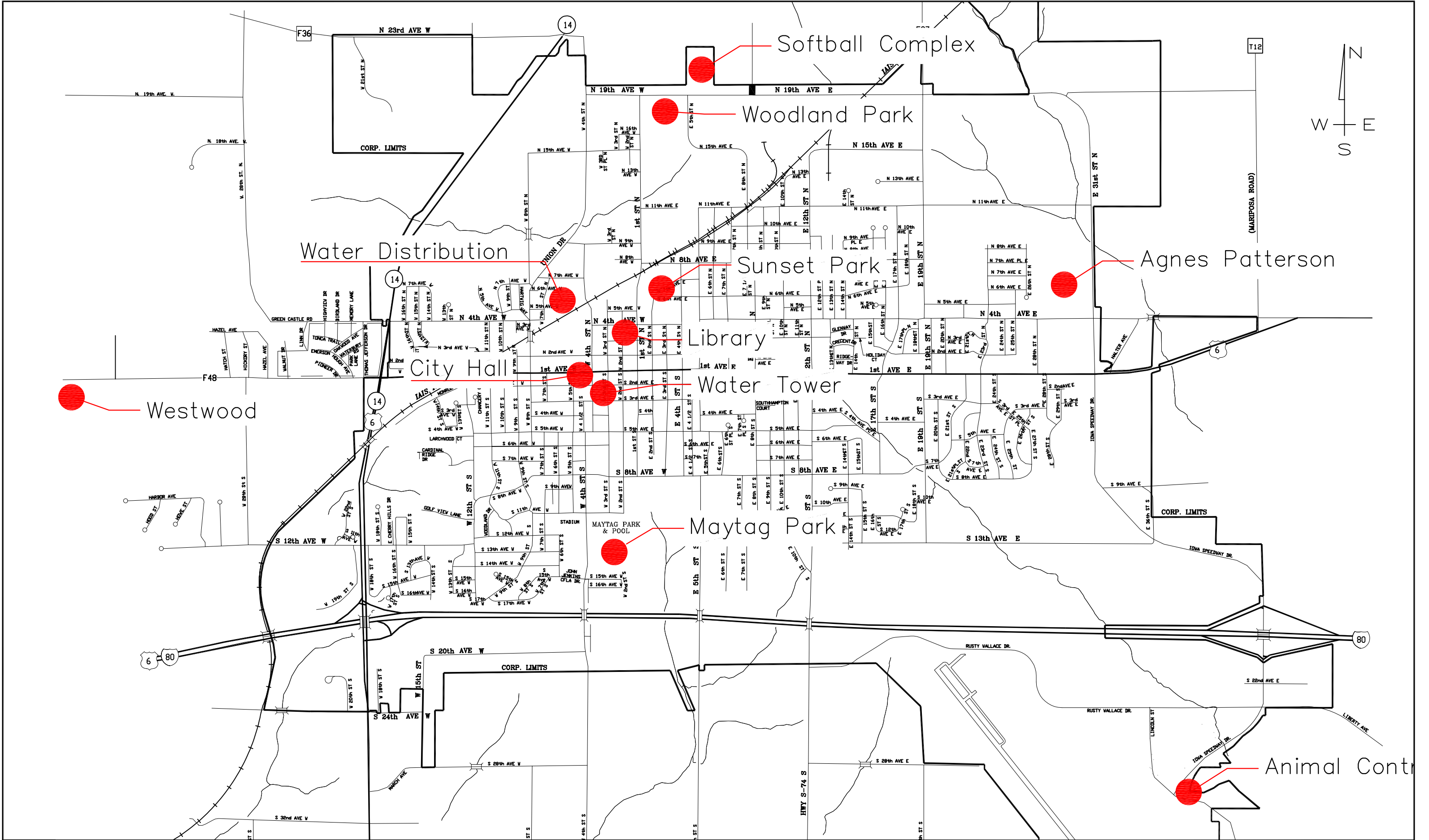
Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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



DRAWN BY: BLS DATE: SEPTEMBER, 2025 SURVEY DATE:	APPROVED: DATE:	REVISIONS:	LOCATION MAP		CITY OF NEWTON PUBLIC WORKS 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622 FAX (641) 792-0670	2025 CITY WIDE CAMERA PROJECT CITY OF NEWTON, IOWA	SHEET NO. A.01
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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 City of Newton 2025 Camera Project at its meeting at 6:00 P.M. on November 3rd, 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 the 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 a.m. to 4:00 p.m.

Published by order of the City of Newton, Iowa.

By:

Katrina Davis, City Clerk
City of Newton, IA

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering city clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Westwood Golf Course Streambank Improvements Project

Report Number: 2025-1198**Date:**

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Summary:

Accept plans and order bids for the Westwood Golf Course Streambank Improvements Project

Financial Impact:

Estimated \$560,000 from the golf funds with future reimbursement anticipated from FEMA.

Background:

On May 21, 2024, the City of Newton experienced heavy rains that resulted in flash flooding. The flooding caused significant bank erosion along the creek running through the golf course and destroyed the pedestrian bridge at Hole 16. Ongoing erosion continues to threaten the golf course infrastructure, and the loss of the bridge requires golfers to backtrack around the pond to access the green.

Bolton & Menk Engineering has completed the design, plans, and specifications for a project to stabilize the creek bank and provide long-term hazard mitigation.

A bid opening is scheduled for October 28, 2025, with the public hearing and anticipated contract award planned for the regular City Council meeting on November 3, 2025. The engineer's estimate for construction is \$560,000.00. The project will be funded with golf funds, with future reimbursements anticipated from FEMA.

Recommendation:

Approval to accept the plans, set dates, and obtain bids for the Westwood Golf Course Streambank Improvements Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE WESTWOOD GOLF COURSE STREAMBANK IMPROVEMENTS PROJECT

WHEREAS, on May 21, 2024, the City of Newton experienced heavy rains that resulted in flash flooding. The flooding caused significant bank erosion along the creek running through the golf course and destroyed the pedestrian bridge at Hole 16; and

WHEREAS, . Ongoing erosion continues to threaten the golf course infrastructure, and the loss of the bridge requires golfers to backtrack around the pond to access the green; and

WHEREAS, Bolton & Menk Engineering has completed the design, plans, and specifications for a project to stabilize the creek bank and provide long-term hazard mitigation; and

WHEREAS, said plans and specifications for this project are ready to be placed out for bid; and

WHEREAS, the estimated project cost is \$560,000.00, which will be funded with golf funds, with future reimbursements anticipated from FEMA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Westwood Golf Course Streambank Improvements Project is hereby ordered to be advertised for bids for construction.

BE IT FURTHER RESOLVED, that the detailed plans and specifications as prepared by Bolton & Menk Engineering for the construction of the Westwood Golf Course Streambank Improvements Project, and the form of contract and Advertisement for Bids and Notice of Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby order plans be 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 A.M. on the 28th day of October 2025. Notice to Bidders is to be published once in a legal newspaper printed wholly in the English language, the publication to be not less than four (13) clear days nor more than forty-five (45) days prior to the date fixed for said bid opening; and

That the City 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 3rd day of November 2025, at 6:00 P.M., 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) days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of October 2025.

APPROVED this _____ day of October 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
2 Girls with Tools	Fire	Supplies	\$ 29.50
Acushnet Company	Golf	Merchandise	\$ 1,256.14
Ag-Grow Plus Lawn Care	Airport	Service	\$ 127.31
Airgas USA LLC	Fire	Supplies	\$ 427.85
Alliant Energy/IPL	All	Utilities	\$ 14,991.28
Amazon Capital Service	All	Supplies	\$ 7,306.89
American Business Phones	Maytag Pool	Service	\$ 740.54
Anderson Larkin & Co PC	Finance	Service	\$ 12,500.00
APWA Iowa Chapter	Snow Removal	Training	\$ 200.00
Arrowood, Shirley	Fire	Refund	\$ 75.76
AT & T Mobility	Police	Utilities	\$ 306.89
Axon Enterprise Inc	Police	Supplies	\$ 1,372.75
Baker & Taylor	Library	Supplies	\$ 3,735.71
Baker & Taylor Entertainment	Library	Supplies	\$ 10.49
Bibliotheca LLC	Library	Service	\$ 2,945.01
Bituminous Materials & Supply	Street	Supplies	\$ 523.98
Black Hills Energy	WPC/Airport	Utilities	\$ 1,306.57
Bolton & Menk Inc	All	Service	\$ 26,061.00
Bound Tree Medical LLC	Fire	Supplies	\$ 2,740.88
Boyea, Kyle	Fire	Reimbursement	\$ 13,513.86
Brick Gentry P.C.	D & D/Legal Service	Service	\$ 15,322.66
Browning Lawn Service LLC	Police	Service	\$ 300.00
Budget Repair	Fire	Service	\$ 135.00
C. H. McGuinness Co Inc	Water Pollution Control	Service	\$ 711.25
Caldwell Brierly & Chalupa PLLC	D & D	Service	\$ 591.00
Calibre Press	Police	Service	\$ 219.00
Capital City Equipment	Traffic Control / Parks	Supplies	\$ 667.36
Capital One	All	Supplies	\$ 704.35
Cara Enterprises Inc	Golf	Service	\$ 199.00
Catholic Health Initiatives Iowa Corp	Fire	Supplies	\$ 586.46
Center Point Large Print	Library	Supplies	\$ 146.15
Central Iowa Sales Inc	Fire	Supplies	\$ 103.00
Christine Pletcher Dezin	Golf	Service	\$ 3,715.19
Christmas Done Bright	Parks	Supplies	\$ 4,201.00
Consolidated Electrical Dist	Street Lighting	Supplies	\$ 1,881.00
Consumer Reports	Library	Supplies	\$ 35.00
CoolVu of Des Moines	Library	Service	\$ 1,154.40
Costa Oil Newton	Fire	Service	\$ 81.60
D & K Products	Golf/Cemetery	Supplies	\$ 3,678.00
D I A L / Elevator Safety Bureau	City Center	Service	\$ 175.00
Dailey, Tyler	Utilities Billing	Refund	\$ 65.00
Dannen, Ryan	D & D	Service	\$ 3,640.00
Dell Marketing L.P.	Police	Supplies	\$ 2,897.50
Des Moines Stamp Mfg	Fire	Supplies	\$ 30.50
DMACC - Ankeny Campus	All - RESO:2020-068	Service	\$ 3,159.58
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 86,061.00
Eckert, Bernard	Police	Reimbursement	\$ 37.94

EMS Logik	Fire	Supplies	\$ 100.00
EMS MC Inc	Fire	Service	\$ 6,771.06
Fareway	Water Treatment Plant	Supplies	\$ 65.58
Fastenal	Parks/City Garage	Supplies	\$ 314.72
FBG Service Corporation	Library	Service	\$ 1,644.00
Fink, Keith	Engineering	Reimb	\$ 7.05
Forbes Office Solutions	Landfill/Library/Utilities Billing	Supplies	\$ 506.77
Frontline Therapy LLC	Police	Service	\$ 1,760.00
Galls LLC	Fire	Supplies	\$ 282.43
Garcia, Jose	Police	Reimbursement	\$ 20.00
Gila LLC	Utilities Billing	Service	\$ 60.00
Gilbert Acoustics Drop Ceiling Pro LLC	Library	Service	\$ 800.00
Gregg Young Auto Center	Police	Service	\$ 153.14
Grey Group LLC	Police	Service	\$ 495.00
Hach Co	Water Treatment Plant	Supplies	\$ 253.15
Hamilton Glass	Police	Supplies	\$ 557.40
Harris Golf Cars	Golf	Supplies	\$ 88.61
Hawkeye Lock & Security	Water Pollution Control	Service	\$ 481.92
Hawkeye Polygraph	Police	Service	\$ 350.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 8,197.25
HD Supply	Parks	Supplies	\$ 91.54
Hidalgo Gavan, Jose Cesar	Housing Incentives	Incentives	\$ 10,000.00
HILTI Inc	Street/Storm Water	Supplies	\$ 2,462.45
Hornung's	Golf	Merchandise	\$ 133.40
Hotsy Cleaning Systems	Snow Removal	Supplies	\$ 630.00
Housby Heavy Equipment	Street	Service	\$ 1,165.36
Hoya Vision - Dept 2454	Administration	Supplies	\$ 173.00
Hutchinson Salt Company	Snow Removal	Supplies	\$ 3,579.11
Hy-Vee Inc	Fire	Supplies	\$ 155.14
IA-AWWA	Water Treat/Water Dist	Service	\$ 690.00
IMWCA	All	Service	\$ 21.74
Iowa Law Enforcement Academy	Police	Service	\$ 6,050.00
Iowa Plains Signing Inc	Community Marketing	Supplies	\$ 8,760.00
Iowa Police Chiefs Association	Police	Service	\$ 225.00
Iowa Prison Industries	Traffic Control/Police	Supplies	\$ 829.50
Iowa State University Registration	Finance	Training	\$ 368.00
Isolved Benefit Service	Administration	Service	\$ 133.13
Jasper Construction Service	Water Distribution	Supplies	\$ 75.40
Jasper County Sheriff	Building Inspections	Service	\$ 53.20
Jdawg Fabrication LLC	Library	Service	\$ 6,308.40
Jeff Seals Construction	Water Pollution Control	Service	\$ 4,750.00
JETCO Inc	WPC/Water Treatment	Service	\$ 4,315.56
Johnson Aviation	Airport	Service	\$ 3,743.66
Johnson Controls Security Solutions	Water Treatment	Service	\$ 727.20
Kinetic Edge Physical Therapy	All	Service	\$ 645.00
Klier, Jim	Cemetery	Refund	\$ 250.00
KNIA-KRLS	Community Marketing	Service	\$ 167.50
Krivachek Janitorial Supply	Water Pollution Control	Supplies	\$ 678.00
Lakeshore Learning Materials LLC	Library	Supplies	\$ 103.49
Legacy Emergency Vehicles	Fire	Service	\$ 1,227.94
Leon, Esmeralda	Parks	Service	\$ 225.00
Letendre, Kyle	Fire	Reimbursement	\$ 7,077.55

Library Furniture International	Library	Supplies	\$ 3,087.00
Magnum Automotive	Police	Service	\$ 374.17
Mahaska Bottling Co	Golf	Concessions	\$ 1,668.91
Mahaska Communication Group LLC	All	Utilities	\$ 732.66
Manatts - D.M.	Street/Water Distribution	Supplies	\$ 9,689.95
Martin Marietta Materials	Street/Water Distribution	Supplies	\$ 4,477.62
Maxim Advertising	All	Service	\$ 825.00
McGrew, Linda	Utilities Billing	Refund	\$ 9.22
McMaster-Carr	Water Pollution Control	Supplies	\$ 331.58
Menards-Altoona	Water Treatment Plant/Parks	Supplies	\$ 1,905.65
Metering and Technology Solutions	Water Distribution	Supplies	\$ 10,572.11
Microbac Laboratories Inc	Water Treatment Plant/Landfill	Service	\$ 7,885.59
Mid-Iowa Planning Alliance	Economic Development	Service	\$ 2,364.00
Miracle Recreation Equipment Co	Parks	Supplies	\$ 1,810.38
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 27,881.00
Municipal Supply Inc	Water Distribution/WPC	Credit	\$ 17,201.16
NAPA Auto Parts	All	Supplies	\$ 1,831.75
NB Golf LLC	Golf	Service	\$ 644.00
News Printing Company	All	Service	\$ 5,935.61
Newton Clinic PC	Police	Service	\$ 30.00
Newton Correctional Facility	Water Pollution Control	Refund	\$ 7,548.56
Newton Development Corp	1st Ave E/East Mart/N Central TIF's	Service	\$ 19,250.00
Newton Housing Development Corp	Fairmeadows N TIF	Service	\$ 10,000.00
Newton Main Street	SSMID District	Supplies	\$ 3,000.00
Newton News	Library	Supplies	\$ 143.00
Niemann Ace Hardware 650	All	Supplies	\$ 430.79
Omaha Insurance Company	Fire	Refund	\$ 102.85
O'Reilly Auto Parts	Water Pollution Control	Supplies	\$ 6.99
Per Mar Security Service	All	Service	\$ 832.35
Phelps Uniform Specialists	Landfill/City Center/Fire	Service	\$ 195.61
Pittman, Keith	Police	Reimbursement	\$ 80.34
PJ's Deli	Fire/Executive	Supplies	\$ 227.50
PowerPlan	Landfill	Service	\$ 2,028.03
Powers, Patrick & Tessa	Housing Incentives	Incentives	\$ 10,000.00
Pro Tech Tools LLC	City Garage/Parks	Supplies	\$ 377.85
Quill Corporation	City Center/Police	Supplies	\$ 233.15
Ray, Randy	Police / D&D	Service	\$ 1,220.00
Reeves Heating & Cooling	Library/City Center	Service	\$ 1,877.18
Regal Clean LLC	City Center	Service	\$ 3,413.47
Reliant Fire Apparatus Inc	Fire	Service	\$ 91.65
Reserve Account-Pitney Bowes	All	Service	\$ 1,221.00
Riggs Printing Inc	Golf	Supplies	\$ 1,268.46
Ryan's Tire & Auto	Golf/Fire	Supplies	\$ 439.98
Scott Nikkel Trucking LLC	Water Pollution Control	Supplies	\$ 2,081.48
Sea Turtle Ice Cream Company LLC	Parks/Library	Service	\$ 189.72
Shinkle, Andrew	Police	Reimbursement	\$ 48.88
Sign Pro	Water Pollution Control	Service	\$ 200.00
Smith Quality Rental	Fire\Maytag Pool	Supplies	\$ 182.99
Spahn & Rose Lumber Co	All	Supplies	\$ 419.48
Spartan Armor Systems	Police	Supplies	\$ 124.99
Spectrum Paint Company	Maytag Pool	Supplies	\$ 20.28
Springer, Taylor	Police	Reimbursement	\$ 250.42

State Hygienic Laboratories	Water Treatment Plant	Service	\$ 390.00
Stop Stick Ltd	Police	Supplies	\$ 553.00
Strand Associates Inc	WPC/Water Treatment	Service	\$ 4,305.75
Streichers	Police	Supplies	\$ 1,555.00
T Mobile	All	Utilities	\$ 1,722.12
Tatman, Anthony	Fire	Service	\$ 375.00
Taylor, Jon	Water Treatment Plant	Service	\$ 24,696.75
Terminal Supply Company	City Garage	Supplies	\$ 141.64
Thatcher Auto Center	Golf	Supplies	\$ 675.00
The Police and Sheriffs Press	Police	Supplies	\$ 20.00
Theisen's	All	Supplies	\$ 1,844.62
Town & Country Wholesale Co	Golf	Concessions	\$ 3,159.90
Two Rivers Cooperative	Golf/Airport	Fuel	\$ 4,803.94
United Healthcare Ins Co	Fire	Refund	\$ 178.24
UPHDM Occ Medicine	Fire	Service	\$ 2,814.08
USPS	Utilities Billing	Service	\$ 8,400.00
Utilities Equipment Co	Water Pollution Control	Supplies	\$ 344.08
Van Wall Equipment	All	Supplies	\$ 4,626.92
Van Wert Company	Utilities Billing	Service	\$ 940.00
Warnick Mechanical	All	Service	\$ 17,899.91
Waste Solutions of Iowa	Parks/Golf	Service	\$ 1,084.00
Wells Fargo Financial Leasing Inc	Utilities Billing	Service	\$ 211.52
Wendling Quarries Inc	Golf	Supplies	\$ 1,658.99
Westrum Leak Detection	Water Distribution	Service	\$ 5,900.00
Wex Bank	All	Service	\$ 3,826.28
Windstream	City Center/Utilities Billing	Service	\$ 211.95
Witmer Public Safety Group	Fire	Supplies	\$ 543.60
WRH Inc	Water Pollution Control	Service	\$ 13,968.00
Zimco Supply Company	Parks\Golf	Supplies	\$ 3,377.10
Zoll	Tort Liability\Fire RESO: 2025-309	Service	\$ 24,227.09
Grand Totals:			\$ 610,612.54

Pre-Authorized Payments

Annee Construction	Parks	RESO 2025-329/342	\$ 3,313.34
Beverage Distributors of Iowa	Golf	Concessions	\$ 906.13
Black Hills	All	Utilities	\$ 629.50
Brooker Corporation	Cardinal Ridge LMI	RESO 2025-319	\$ 5,118.75
Confluence Brewing Company	Golf	Concessions	\$ 34.20
DIRECT TV	Golf	Utilities	\$ 175.99
Dish	Airport	Utilities	\$ 164.12
DMACC	N Central TIF	RESO 2025-284	\$ 50,000.00
Doll Distributing	Golf	Concessions	\$ 2,330.75
Ex Nihilo LLC	N Central TIF RESO 2025-353	Tax Rebate	\$ 938.00
Huggins Construction	Cardinal Ridge LMI	RESO 2025-189	\$ 16,303.75
Johnson Brothers	Golf	Concessions	\$ 951.60
Keg 1 Iowa	Golf	Concessions	\$ 812.80
Legacy Post & Beam	Golf	RESO 2025-354	\$ 3,841.33
Petroleum Marketers Mgt	Airport	Insurance	\$ 1,603.00
Pure Fitness Innovations	Employee Benefit/Fire	Supplies	\$ 7,500.00
Service Legends	Cardinal Ridge LMI	RESO 2025-320	\$ 6,000.00
Stivers Ford	Fire	Service	\$ 4,038.15
Verizon	Fire	Utilities	\$ 35.01
Weikert Contracting	Traffic Control	RESO 2025-053	\$ 29,317.47
Windstream	All	Utilities	\$ 490.63

Total: **\$ 134,504.52**

ACH Payments

Advantage Credit Union	All	Insurance	\$ 14,445.00
Bank Iowa	All	Insurance	\$ 3,645.00
Kabel	All	Insurance	\$ 50.00
GEMT	Fire	Fees	\$ -
Self Funded Insurance	All	Insurance	\$ 134,285.54
Payroll 8-15-25	All	Payroll	\$ 566,814.12
Payroll 8-29-25	All	Payroll	\$ 533,628.29
Mutual of Omaha	All	Insurance	\$ 5,226.20
Great Southern Bank	Golf	Fees	\$ 3,079.81
State of Iowa	General	Sales Tax	\$ 7,328.55
Lambs Grove	Utilities Billing	Fees	\$ 3,330.10
Wet Tax	Utilities Billing	Tax	\$ 12,956.89
Returned ACH Fees	Utilities Billing	Charges	\$ 1,495.34
GILA - Fees	Utilities Billing	Fees	\$ 401.04
Returned Check Fees	Utilities Billing	Fees	\$ 23.00

Total: **\$ 1,286,708.88**

City of Newton Council Report

**Item:**

Public Hearing on A Resolution awarding contract for the 2025 Public Safety Storage Building Project

Summary:

Public hearing and award contract to construct the Public Safety Storage Building

Financial Impact:

\$235,974 from Capital budget funds

Report Number: 2025-1172**Date:**

October 6, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

The City of Newton Public Safety Departments are in desperate need of storage space for loose equipment and reserve vehicles. The Public Safety Departments have worked with Tometich Engineering of Urbandale, Iowa to prepare plans and specifications for the proposed 2025 Newton Public Safety Storage Building Project. The project includes the construction is a 40' x 80' post-frame storage building with 14' high sidewalls and a pitched roof. The building location has been approved by City Council in a previous resolution on City property located by the current Newton Water Works Building at 500 West Seventh Street North. The engineer's estimate for the proposed project, without interior finishes, is \$253,200.

Five bids were received and opened on September 26, 2025. The top three bids, which included an add alternate for interior finishes, were:

<u>Company</u>	<u>Base Bid</u>	<u>Add Alternate</u>	<u>Bid Total</u>
• Pro-Line Building Company, New Sharon, IA	\$209,891	\$26,083	\$235,974
• Burkett Construction, De Soto, IA	\$274,656	\$34,000	\$308,656
• Accurate Commercial, West Des Moines, IA	\$294,541	\$40,138	\$334,679.80

The 2025 Police and Fire Storage Building project will have a completion date of June 30, 2026.

Recommendation:

Award the project to the low-responsive and responsible bidder, Pro-Line Company, New Sharon, IA for \$235,974 paid from 2025 Capital Budget funds.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_____

**RESOLUTION AWARDING CONTRACT FOR THE
PUBLIC SAFETY STORAGE BUILDING**

WHEREAS, the Newton Public Safety Departments are in desperate need of storage for equipment and apparatus; and

WHEREAS, the Public Safety Departments have worked with Tometich Engineering of Urbandale, IA to prepare plans and specifications for the proposed Public Safety Storage Building Project. This includes the construction of a 40'x80' post-frame building with 14' sidewalls and a pitched roof on a shallow, frost-free foundation; and

WHEREAS, the engineer estimate for the project is \$253,200; and

WHEREAS, the Newton City Council, at their meeting on September 2, 2025, set dates for the bid opening and public hearing, and ordered bids for said project; and

WHEREAS, sealed bids were received and opened on September 26, 2025; and

WHEREAS, City staff recommends that the City of Newton award a contract to Pro-Line Building Company, New Sharon, IA for the 2025 Newton Public Safety Storage Facility Project based on the low responsive, responsible bid received in the amount of \$235,974.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, approve the bid of Pro-Line Building Company, New Sharon, IA, in the amount of two hundred thirty-five thousand nine hundred and seventy-four dollars (\$235,974) for the 2025 Newton Public Safety Storage Building Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest bid received.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Pro-Line Building Company, New Sharon, IA for the 2025 Public Safety Storage Facility Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The project will be funded by the 2025 Capital budget funds.

PASSED this _____ day of October 2025.

APPROVED this _____ day of October 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

DESIGN BUILDING PRESENTATION

September 26, 2025

City of Newton
Newton Public Safety Storage Building
500 West 7th St. North
Newton, IA 50208

BASE BUILDING: 40' x 80' x 14' Finish Frame Surface Mount

- 4/12 Roof pitch
- Trusses will be on 8' centers
- 8) - 4 Ply columns with #1 grade SYP lumber and SWP64 bracket
- 24) - 3 Ply columns with #1 grade SYP lumber and SWP63 bracket
- Wall girts will be #1 grade SYP 2x6
- Roof purlins will be #1 grade SYP 2x6
- 29 Gauge colored steel roof and sides attached with colored screw fasteners
- 5" Aluminum seamless gutters and downspouts
- 18" Sidewall overhang with vented soffit
- 12" Endwall overhang with solid soffit
- 80' Of continuous vented ridge
- 4) - 12x12 Clopay Model 3717 1 ¾" thick double steel insulated overhead doors with ½ HP operators and 1) 24"x12" windows
- 1) - Wall station per door
- 2) - 1 Button remotes per door
- 1) - Set of safety eyes per door
- 3) - 3068 Insulated steel entry doors with lockset and deadbolt

Electrical per the following:

- Per plans is included along with \$2,000.00 fee for Alliant to provide overhead power within 25' of meter socket

Heating per the following:

- 2) - Reznor UDXC 60 hanging heaters
- Includes gas piping, chimneys, thermostats, misc. material and labor
- Includes Black Hills Energy gas service estimate of \$8,926.73

Concrete per the following:

- 40'x80'x6" Thick rebar 18" on center, slab 2' thickened edge per detail 1/S2
- 2" Foam and vapor barrier with tape
- 20'x80'x6" Approach and stoops rebar 2' on center

Site work per the following:

- Silt socks and install
- 3' Overbuilt site work using on site material
- Adding 6" of 1" rock and digging 2' for concrete
- 4" Tile in front of building to daylight
- Final grade and grass seed
- 10) - Loads of rock
- Project is Tax Exempt
- Performance and payment Bond included

1385 Hwy 63 • P.O. Box 9 • New Sharon, IA 50207

www.iowaDreamBuilder.com

- Waste Removal provided by Pro-Line
- Porto Jon provided by Pro-Line
- Builders Risk Insurance

INCLUDES: Materials, Labor, Freight & Unloading

TOTAL \$ 209,891.00

Alternate #1: Provide Liner Package & Insulation

- 26 ga Steel ceiling liner panel with attic access lid, insulation stops, and ventilation chutes in ceiling
- R38 Fiberglass insulation blown in the ceiling
- 29 ga Steel wall liner panel on walls
- R19 Batt wall insulation with 6 mil poly vapor barrier
- Performance and payment Bond included

ADDS \$ 26,083.00

PLEASE NOTE:

- All Pro-Line upper wall columns are glued during assembly
- Treated base board is MCA lumber with barrier between it & steel and is fastened with stainless steel screw fasteners
- All doors, windows, and overhead doors are white in color.
Other colors available at an additional cost.

Authorized Buyer or Agent


Jason LaRue

Date

9/26/25
Date

THANK YOU FOR THE CONSIDERATION OF OUR COMPANY AND ITS SERVICES!
Please visit our website at www.iowadreambuilder.com



641-637-4035 Tel
800-872-2335 Toll Free
641-637-2335 Fax

1385 Hwy 63 • P.O. Box 9 • New Sharon, IA 50207

www.IowaDreamBuilder.com

Contractor Registration: #C128749

The Pro-Line Building Company of Iowa
PO Box 9, 1385 Hwy 63, New Sharon, IA 50207
Company Contact: Jason LaRue, COO
C) 641-891-2982 or O) 800-872-2335

Experience: In Business Since 1986

References:

Iowa Rural Water Association - Newton, IA

Attn: Cathy Law

claw@iowaruralwater.org

O) 641-787-0330 ext 102

30' x 40' x 12'

Iowa State University - Lewis, IA

Attn: Mick McBride

mickeymc@iastate.edu

515-509-3468

60' x 120' x 18'

City of Newton
Newton Public Safety Storage Building
500 West 7th St. N.
Newton, IA 50208

Statement of Understanding

- Pull permit from City that will be no charge
- Prepare building site using existing on site materials. Existing site is currently 2' out of level. Install specified silt socks and rock for sub base.
- Pour monolithic footing per plans
- Erect monolithic footing per plans
- Erect new 40x80x14 post frame building
- Install electrical and heating per plans which includes fees from Alliant of \$2,000.00 and Black Hills of \$8,926.73
- Final grading and seeding

City of Newton
Newton Public Safety Storage Building
500 West 7th St. N.
Newton, IA 50208

Approach & Schedule

- Get performance Bond and pull building permit (1 week)
- Complete site work including installing rock base (2 weeks)
- Pour slab and monolithic footing (4 days)
- Start building erection and complete (16 days)
- If liner option is taken add (5 days)
- Install heaters and do electrical inside building (14 days)
- Pour stoop and exterior slab (3 days)
- Final grade and seeding (2 days)
- Depending on Alliant and Black Hills schedule, total project should be completed in 12 to 13 weeks



641-637-4035 Tel
800-872-2335 Toll Free
641-637-2335 Fax

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www.IowaDreamBuilder.com

City of Newton
Newton Public Safety Storage Building
500 West 7th St. N.
Newton, IA 50208

Itemized Cost

Site Work	\$23,000.00
Concrete	\$51,000.00
Building	\$61,713.00
Electrical	\$23,650.00
Heating	\$19,700.00
Overhead Doors	\$19,500.00
3) Walk Doors	\$ 2,500.00
Gutters	\$ 1,995.00
Bond	\$ 6,000.00
Waste Removal	\$ 900.00
Portable Toilet	\$ 350.00

BID BOND
(Percentage)

Bond No. 67626428

KNOW ALL PERSONS BY THESE PRESENTS, That we The Pro-Line Building Company of Iowa, Inc.
of PO Box 9, New Sharon, IA 50207

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto City of Newton

~~xx~~ Five Percent of the Amount Bid (5%), hereinafter referred to as the Obligee, in the amount of
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Newton Public Safety Storage Building

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of September, 2025.

Principal

The Pro-Line Building Company of Iowa, Inc.

BY: [Signature]

Surety

WESTERN SURETY COMPANY

BY: [Signature]

Zachary O Counsell, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67626428

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Zachary O Counsell

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: The Pro-Line Building Company of Iowa, Inc.

Obligee: City of Newton

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67626428 is not issued on or before midnight of December 25th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of September, 2025.

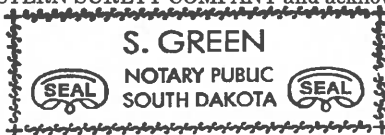


} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 26th day of September, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of September, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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 Pro-Line Building Company, 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 Fire Chief. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2015 Edition of the International Building Code sets 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 Newton Public Safety Storage Building

The City of Newton, Iowa is requesting proposals from qualified general contractors for construction of a 40' x 80' post frame building with 14' high sidewalls and a pitched roof to be constructed on a monolithic concrete foundation for the Newton Public Safety Storage Building, to be located at 500 West 7th Street North, Newton, Iowa. The engineer of record (EOR) has prepared engineering of the building.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of two hundred thirty-five thousand nine hundred seventy-four dollars and zero cents (\$235,974) 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 June 30, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: 2025 Newton Public Safety Building

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 Newton Public Safety Building

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 Newton Public Safety Building

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

(CONT. CONTRACT)

Project Name: 2025 Newton Public Safety Building

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.

SURETY BOND NO. _____

PERFORMANCE AND PAYMENT 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 _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2025 Newton Public Safety Storage Building

The City of Newton, Iowa is requesting proposals from qualified general contractors for construction of a 40' x 80' post frame building with 14' high sidewalls and a pitched roof to be constructed on a monolithic concrete foundation for the Newton Public Safety Storage Building, to be located at 500 West 7th Street North, Newton, Iowa. The engineer of record (EOR) has prepared engineering of the building.

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 two years 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 two 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.

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

2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be

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

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

Title

Printed Name of Agent

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

NOTE:

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

City of Newton Council Report

**Item:**

Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for the Jasper County Historical Museum's Tree-Mendous Christmas Experience

Summary:

The Jasper County Historical Museum has submitted a request for a grant from the Newton Hotel-Motel Tourism Grant Program. The resolution approves the granting of funds for the event, which aligns with the goals of the program and the comprehensive plans.

Financial Impact:

\$2,500 from budget Hotel-Motel Tax funds set aside for the program.

Report Number: 2025-1164

Date:

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Jasper County Historical Museum requests a \$2,500 grant from the Hotel-Motel Tourism Grant Program to support the 5th annual Tree-mendous Christmas Experience. The event will feature more than 200 decorated Christmas trees and will run every Saturday and Sunday from December 6 to 28, 2025, including a special opening on December 25. Hours are Saturdays from 1:00 to 8:00 p.m. and Sundays from 1:00 to 4:00 p.m., with group visits available by appointment.

The Tree-mendous Christmas Experience draws attendees from across Iowa and 23 other states. In 2024, 1,400 guests attended, despite several days of adverse weather. These visitors directly supported Newton's economy by eating, fueling, shopping, and visiting attractions such as the holiday lights at Maytag Park. Volunteers preparing for the event also stimulated local businesses through their dining and shopping.

The museum collaborates with businesses and individuals for financial and in-kind support. Since admission operates on a free-will donation basis, sponsorships and community partnerships are vital for event funding. Advertising now spans radio, television, podcasts, social media, and regional print media, resulting in a consistent increase in attendance and repeat visits to Newton throughout the year.

The Tree-mendous Christmas Experience has become a premier holiday attraction that increases local tourism, enhances Newton's reputation as a welcoming destination, and produces a lasting economic benefit. Support from the Hotel-Motel Tourism Grant Program will help preserve and expand this family-oriented tradition.

Recommendation:

Staff recommends approval of this resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025- _____

RESOLUTION APPROVING A NEWTON HOTEL-MOTEL TOURISM GRANT PROGRAM APPLICATION FOR \$2,500 FOR THE JASPER COUNTY HISTORICAL MUSEUM’S TREE-MENDOUS CHRISTMAS EXPERIENCE

WHEREAS, the City’s comprehensive plan, *Envision Newton 2042*, contains a vision statement that invites visitors, businesses and residents to experience Newton’s authentic, small-town charm and big city amenities; and

WHEREAS, the City Council established the Newton Hotel-Motel Tourism Grant Program in December 2022; and

WHEREAS, through Hotel-Motel Tax funding, the City will consider grants of up to a maximum of \$2,500 to support the development, continuation and promotion of projects, events and other initiatives that attract visitors from outside of Newton; and

WHEREAS, the Jasper County Historical Museum has submitted an application for a \$2,500 grant to support the 5th annual Tree-mendous Christmas Experience, taking place on weekends from December 6–28, 2025, and including a special opening on December 25; and

WHEREAS, the total grant amount requested is within the 25% threshold set out by the program rules;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that a Hotel-Motel Tourism Grant in an amount not to exceed \$2,500 be provided to the Jasper County Historical Museum in accordance with the established program rules.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Newton Hotel-Motel Tourism Grant Program Grant Request Application Form

Applications will be reviewed quarterly and must be submitted by April 1 and October 1 for consideration at the next City Council meeting.

Organization: Jasper County Historical Museum
Address: 1700 S 15 Ave W Newton
Contact Person: Barb Carroll
Phone Number: 641-792-9118 641-521-3406
Email Address: finance@jaspercountymuseum.org

1. Project Summary

Please provide a short description of project, including date(s) of event if applicable):

Tree-mendous Christmas Experience!

200 + decorated Christmas trees

Every Saturday & Sunday from December 6th - 28th

Saturday 1pm - 8pm, Sunday 1pm - 4pm, open Dec.25th 1pm - 4pm

Group options available by calling museum.

Please see flyer!

2. Economic Impact on Newton

Please describe the economic impact (hotel stays, meals, gasoline purchases, etc.) and how you will encourage buying local among participants.

For the "Tree-mendous Christmas Experience" at the Jasper County Historical Museum many visitors from around the state make their way to Newton. In 2024 we welcomed 1,400 visitors in 13 afternoons even with a couple of bad weather days. Our visitors came from 50 different towns in Iowa and 23 different states. They patronized local restaurants and convenience stores as well as retail businesses and saw the lights at Maytag Park.

In preparing for our event we have volunteers daily for 3 months come from several locations around the county to help. While the volunteers are in Newton they eat at local restaurants, make purchases at convenience stores, buy groceries and Christmas shop. This event has a financial impact on all of Newton.

During the event we place signage in the Museum to recognize business supporters.

3. Total Estimated Expenses by Category

Materials Trees, lights, decorations	\$3700.00
Advertising (which local outlets): Jasper County Newspapers, Riggs, KCOB/ENERGY,KNIA/KRLS,	\$2500.00
Other Publicity/Marketing: KCCI, WHO, WOI, Sully, Oskaloosa, Grinnell, Des Moines area	\$
Printing: Riggs, Sign Pro, Performance sign	\$2000.00
Equipment/Space Rental:	\$
Honoraria or Fees:	\$
Food You Will Purchase for the Event (not food sales)	\$
Hotel/Motel Expenses (if your group will be paying for rooms):	\$
Other	\$3000.00
Total	\$11200.00

4. Income From Other Sources

Individual/Organization Name: Jasper County Historical Museum	\$18000.00
Individual/Organization Name: Jasper County Historical Museum	\$4000.00
Individual/Organization Name: Jasper County Historical Museum	\$2000.00
Admission/Participation Fees (if any):	\$6000.00
Other Grants	\$0
Donations	\$
Total	\$30000.00

5. Amount Being Requested from the Newton Hotel-Motel Grant Program: \$ 2500.00

6. Funding

How do you plan to secure other funding (outline sources and approaches if not already noted in your income section):

We are so grateful to all businesses and individuals that have supported the Tree-mendous Christmas Experience! We have several levels of donating, financial and in-kind. It is important to keep the event family friendly as we do not charge an admission fee but we do ask for free-will donations. We have an active Christmas Committee who contact supporters and donors to ask for funding.

7. Other Information

Share any other relevant information about your event that you think we should know:

2025 marks our 5th annual Tree-mendous Christmas Experience! It is our faithful supporters and thousands of volunteer hours that make it happen. Our event has grown each year. We expanded our advertising last year including KCOB/ENERGY 106.7, KNIA-KRLS, Jamie Grout's pod cast, KCCI TV8, WOI TV5, WHO TV13, Facebook, and 12 print medias plus 10 donations of advertising. The results of our advertising efforts proved successful throughout the year, with visitors returning to Newton to see the Museum. The Christmas Committee is busy planning, strategizing and contacting out supporters for 2025. We are grateful to the city of Newton for its past support with this event and Thank You for considering this application.

Be sure to come see us in December - you won't be disappointed.

9/15/2025

Signature of Organization Representative

Date

BarbCarroll

Treasurer

Printed Name

Title

For Internal Use:

Date Rcvd:	Prior Mtg:	Up Cncil Mtg:	Pckt Due Date:
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City of Newton Council Report

**Item:**

Resolution approving a low-moderate income set-aside grant for 905 North 7th Avenue West, Newton

Summary:

Grant to assist Low-Mod Income household with property improvements.

Financial Impact:

\$6,675.00 in Low-Mod Income Set-Aside Funds.

Report Number: 2025-1176**Date:**

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has identified housing development as a serious need for the community. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community. To address such barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing throughout the community.

Recent residential development activity (Fairmeadows North and Arbor Estates) has been spurred utilizing TIF, and a LMI Housing set-aside fund has been slowly growing. By resolution 2023-093, City Council established the Low-Moderate Income Housing Set-Aside Funds Policy which has several program areas for which the set-aside dollars can be used. Program areas include: LMI Existing Housing Improvement Grant; State/Federal Affordable Housing Application Financial Support; Neighborhood Sidewalk Construction, Reconstruction & ADA improvements; and Neighborhood Revitalization and Blight Removal (which includes acquisition & demolition and dead/dying trees). The US Department of Housing & Urban Development (HUD) establishes the median family income for every county in the United States. Persons who meet the "low income" requirements have earnings at or below 80% of the median household income for the county, based on household size.

Eligible grant program areas include foundation work; permanent/semi-permanent interior work such as flooring, cabinetry, paint; windows and doors; HVAC; plumbing; electrical, exterior treatments; and roofing.

905 North 7th Avenue West:

The property owners of 905 North 7th Avenue West made an application under the LMI Existing Housing Improvement Grant for the Plumbing category. The work entails removing their existing cast iron bathtub and replacing it with new shower/tub fixtures and a surround.

More Than A Carpenter Construction of Newton, Iowa has provided a quote for the work in a total amount of \$8,900.00. The property owners have submitted the necessary documentation, and staff has verified that the property owners' income-qualify for the City's LMI grant program.

Under the program, the property owners are required to pay the contractor at least 25% of the project cost, and the City will directly pay the contractor up to 75% of that project cost portion. The attached program agreement stipulates that the City of Newton will pay \$6,675.00 to More Than A Carpenter Construction.

Recommendation:

Staff recommends approval of the Resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING A LOW-MODERATE INCOME HOUSING SET-ASIDE GRANT FOR 905 NORTH 7TH AVENUE WEST, NEWTON

WHEREAS, the City of Newton has identified housing development as a serious need for the community and utilizes Tax Increment Financing (TIF) to address this need; and

WHEREAS, State of Iowa law requires that the City of Newton set aside a portion of newly generated residential tax increment for Low-Moderate Income (LMI) housing needs; and

WHEREAS, Resolution 2023-093 established a Low-Moderate Income Housing Set-Aside Funds Policy that includes an Existing Housing Improvement Grant policy area; and

WHEREAS, Conner & Sarah Reynolds, owners of 905 North 7th Avenue West in Newton, meet the ownership and income requirements established by the policy; and

WHEREAS, Conner & Sarah Reynolds propose to remove & replace their existing cast iron bathtub with new shower/tub fixtures & surround;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Low-Mod Income Existing Housing Improvement Grant Funds be issued to the contractor, More Than A Carpenter Construction, Newton, Iowa, in an amount equal to 75% of the total project cost, up to a maximum of \$6,675.00;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa: That the City shall obtain the signatures on the grant program agreement.

PASSED this 6th day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**LMI Existing Housing Improvement Grant Agreement
Between City of Newton and Conner & Sarah Reynolds**

This Agreement made and entered into this _____ day of October, 2025 by and between the City of Newton, Iowa, hereinafter called "City" and Conner & Sarah Reynolds, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive LMI Existing Housing Improvement Grant funds for property located at 905 N 7th Avenue W; and

WHEREAS, the City's Community Development Department and Newton City Council reviewed and approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Project will receive a total **up to \$6,675.00** in grant funds for Permanent Interior Work & Plumbing Work to remove existing cast iron bathtub & replace with new tub/shower fixtures & surround, providing a 25% applicant cash match is met.
 - a. Funding breakdown for Permanent Interior Work Grant as follows:
 - Total Estimated Project Cost - \$4,200.00
 - 25% Applicant Cash Match - \$1,050.00
 - **Interior Improvement Grant - \$ 3,150.00**
 - b. Funding breakdown for Windows & Doors Grant as follows:
 - Total Estimated Project Cost - \$ 4,700.00
 - Applicant Cash Match - \$ 1,175.00
 - **Plumbing Improvement Grant - \$ 3,525.00**
- 2.) Required sign, building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors, when required.

- 3.) The City of Newton will provide the grant funding directly to the contractor that completed the work in the amount referenced above once the project is fully completed. The portion paid directly by the City of Newton shall be **tax exempt**. The City of Newton shall provide a copy of the City's Tax Exemption Certificate to the contractor upon request. The contractor shall provide the City of Newton an **IRS W-9** form prior to payment. **All work approved by Newton City Council for grant funding shall be completed by the contractor(s) no later than one (1) calendar year from the date of approval.**
- 4.) City staff will inspect and verify completeness of work prior to issuance of grant funds.
- a. The applicant shall provide a copy of the invoice from the licensed contractor that performed the work.
 - b. All work shall comply with applicable City Codes, including, but not limited to, zoning and building codes. All completed work shall be inspected and approved by the City's Building Official/Inspector.
- 5.) The applicant will provide a minimum 25% cash match to the grant funds for the approved work and pay that amount to the contractor directly.

Applicant(s):

_____ Conner Reynolds	_____ Date
_____ Sarah Reynolds	_____ Date

For City of Newton:

_____ Evelyn George, Mayor	_____ Date
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Contractor Acknowledgement:

_____ More Than A Carpenter Construction	_____ Date
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City of Newton Council Report

**Item:**

Resolution approving an amendment to the adopted Low-Moderate Income Set Aside Policy

Summary:

Suggested amendments to Section I. of the LMI Housing Set-aside policy.

Financial Impact:

None at this time

Report Number: 2025-1178

Date:

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has identified housing development as a serious need for the community. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community. To address the barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing throughout the community.

It is important to note that these funds are not General Funds, but rather part of the new tax increment from the new housing development. General tax payer dollars are not utilized for this purpose.

The LMI Housing Set Aside Policy guides the ways in which the City can utilize the required set-aside money. Section I. of the policy establishes the existing housing grants to LMI households program. Councilperson Dalton has made some recommended suggestions, as shown in Attachment A. to the resolution. The changes include:

- Limiting interior work category to certain activities
- Lowering the maximum grant amounts for windows and doors, electrical, and exterior treatments categories
- Adding a cap of \$20,000 per property for the lifetime of the program.

Recommendation:

Staff does not have a recommendation, as this is a policy matter entirely up to council.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING AN AMENDMENT TO THE
ADOPTED LOW-MODERATE INCOME SET ASIDE FUNDS
POLICY**

WHEREAS, the comprehensive plan identifies housing development as a community priority; and

WHEREAS, the City has utilized Tax Increment Financing as a means for developing new housing; and

WHEREAS, State of Iowa Code requires a low-moderate income housing set-aside fund for a portion of the new tax increment from the residential tax increment district; and

WHEREAS, a Low-Moderate Income Set Aside Funds Policy provides the necessary guidance on when and where the funds can be used for future projects;

WHEREAS, it is desirable to amend the requirements of “Section I. Low-Mod Income Existing Housing Improvement Grant” of the Policy;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Low-Moderate Income Set Aside Funds Policy is hereby amended as shown in Attachment A. of this resolution.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton Low-Moderate Income Housing Set-Aside Funds Policy

Purpose. The City of Newton has identified housing development as a serious need for the community since the adoption of the 2012 comprehensive plan, *Newton's Future*. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community.

To address such barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing. The purpose of this policy is to provide guidance on when and how the City intends to utilize the LMI funds throughout the community.

Policy Goals. The following are the City's identified goals for the Low-Moderate Housing Set-Aside Funds Policy:

- Assist with the development and construction of high-quality, safe, and affordable housing.
- Support neighborhood revitalization and improve neighborhood livability.

Policy Areas. The following program areas accomplish the City's goals for improving and increasing affordable housing in the community.

Any incentive to private persons or entities that may qualify under programs listed in this policy requires additional City Council approval.

- I. **Low-Mod Income Existing Housing Improvement Grant.** Supporting low-moderate income households through the revitalization or rehabilitation of their existing home provides an affordable housing opportunity while also improving existing neighborhood. Work completed or started before grant approval is not eligible.

- a. Eligible for rehabilitation/revitalization projects for owner-occupied homes. The applicant must show proof of ownership of the property and proof that the property serves as the owner's primary residence.
- b. The property owner/applicant shall have an income at or lower than 80% of the median income for Jasper County. The applicant shall provide proof of income eligibility by submitting the most recent income tax return.
- c. The City will not invest in a property found to have structural deficiencies that are not planned to be addressed in the work plan. Property owners should plan to have the property available for inspection by City as part of the review of the proposal and funding request.
- d. The maximum grant received per property from the City's LMI set-aside funds will be based on project area. A 25% applicant cash match for each program area shall be met.
 - i. Foundation Work: \$10,000
 - ii. Permanent/Semi-permanent Interior Work, only including the following wall reconstruction, insulation, water damage repair, floor refinishing and flooring, cabinetry, paint and handicapped accessibility improvements, etc. Not eligible items include window coverings, furnishings, cosmetic-only upgrades etc.: \$15,000
 - iii. Windows and Doors: \$10,000
 - iv. HVAC: \$6,000
 - v. Plumbing: \$8,000
 - vi. Electrical: ~~\$5,000~~3,000
 - vii. Exterior Treatments, including only the following siding, tuck-pointing, stucco, exterior paint, steps/porches necessary for entrance to the home etc.: ~~\$10,000~~5,000
 - viii. Roofing and Gutters: \$6,000
- e. Maximum allowed for any one address is capped at \$20,000 for the lifetime of the LMI Housing Set-Aside Funds program
- e.f. Floor plans and/or product specific information shall be submitted for City review.
- f.g. All required building and trades permits shall be obtained.

II. Assistance to New Affordable Housing Construction and State/Federal Affordable Housing Application Financial Support. Successful affordable housing projects are often the result of public-private partnerships.

- a. Projects that seek Low Income Housing Tax Credits (LIHTC) from the Iowa Finance Authority (or other low-mod income housing programs from a state or federal agency) may be eligible for a local housing grant, funded by the City's LMI set-aside funds.
- b. New construction rental housing projects located within the City of Newton City Limits may qualify for financial assistance in the form of a grant provided at the time a certificate of occupancy is issued.

- i. Projects under this category shall maintain an affordable rent for households at or below 80% of the median county income. Affordable rent shall be defined as no greater than 30% of the income limit for household size per the Department of Housing and Urban Development.
- c. Projects qualifying for this local grant shall meet the requirement of providing housing to households earning less than 80% of median county income.
- d. The City's Affordable Housing Application Financial Support shall be in the form of a reimbursement grant, in an amount determined by City Council before the project is initiated. The reimbursement grant is issued to the developer at the time the project is completed and the Certificate of Occupancy is issued.
- e. All City approvals and permits, as required by the adopted codes, shall be obtained.

III. **Neighborhood Sidewalk Construction, Reconstruction and ADA**

Improvements. Infrastructure development and improvement is important for the revitalization of low and moderate income neighborhoods. Sidewalks are a critical piece of neighborhood infrastructure and have a significant impact on neighborhood livability. Walkable neighborhoods are directly connected to lower obesity rates, higher property values, and improved quality of life. As Bereitschaft writes in his article for *Urban Science* about walkability and housing affordability, "overall there is reason for concern that households earning the median income or below may have more limited access to safe, walkable neighborhoods proximal to job centers."¹

Through the improvement of sidewalks, the City will uplift the livability for many low and moderate income neighborhoods and residents.

City Construction Projects. The City may reconstruct existing sidewalks, construct new sidewalks, and/or make ADA improvements in low and moderate income neighborhoods using LMI set-aside funds under the following guidance:

- a. The City has conducted an income survey of the residents of properties adjacent to the proposed sidewalk or ADA improvements and determined that the majority of the households have an income at or lower than 80% of the median income for Jasper County.
- b. The sidewalk or ADA improvement(s) are constructed in accordance to the City's adopted standards.

Private Construction Projects. The City may provide sidewalk construction/reconstruction or ADA improvement grants (as a reimbursement) to property owners from LMI set-aside funds under the following guidance:

¹ Bereitschaft B. Neighborhood Walkability and Housing Affordability among U.S. Urban Areas. *Urban Science*. 2019; 3(1):11. <https://doi.org/10.3390/urbansci3010011>

- a. The owner(s) of the property or the resident (tenant) of the property adjacent to the proposed public sidewalk/ADA improvement has an income at or lower than 80% of the median income for Jasper County; **OR** the owner of the property adjacent to the proposed public sidewalk/ADA improvement is a non-profit affordable housing entity or a partner of a non-profit affordable housing entity and is engaged in the construction of a new affordable home at the location.
- b. The sidewalk or ADA improvement(s) are constructed in accordance to the City's adopted standards and all necessary permits are obtained.

IV. **Neighborhood Revitalization and Blight Removal.** Acquiring and removing blight in neighborhoods uplifts property values for the surrounding property owners. In addition, it provides a redevelopment lot for the construction of a new affordable home.

City acquisition and demolition. The City will utilize LMI set-aside funds for the acquisition and demolition of dilapidated property under the following guidance:

- a. The property or properties exhibit conditions or defects that render the structure dangerous or blighted (see 1997 Uniform code for the Abatement of Dangerous Buildings), and/or the property was acquired through the process described by State of Iowa Code Section 657A.10A (Abandoned Buildings).
- b. The property or properties, once acquired by the City cleared of blight, will be utilized for the construction of affordable housing by or in conjunction with a non-profit housing partner (such as Habitat for Humanity, Homes for Iowa, etc.), or by any other private housing developer constructing a project eligible for state or federal low income housing tax credits or grants, or by any other private housing developer who successfully sells the home to a household at or lower than 80% of the median income for Jasper County.
- c. The property or properties, once cleared of blight, may be sold to an income-qualified, adjacent property owner for the benefit and enhancement of their existing home site when utilized as additional yard space.
 - i. The City of Newton will use the buyer's most recent income tax return to verify income eligibility at or below 80% of the median income for Jasper County.
- d. If the City of Newton acquires and demolishes any property utilizing the LMI set-aside fund, but then sells, deeds, or otherwise utilizes the property for any purpose other than affordable housing, then the City of Newton will reimburse the LMI set-aside fund an amount equal to the cost of said property's acquisition and demolition from another revenue source (lot sales, general obligation bonds, or other).

Private Sector acquisition and demolition. Private citizens that have an income at or lower than 80% of the median income for Jasper County may privately purchase and demolish a blighted structure in their neighborhood and receive a reimbursement grant for the acquisition and demolition under the following guidance:

- a. The acquired property exhibits conditions or defects that render the structure dangerous or blighted. (see 1997 Uniform Code for the Abatement of Dangerous Buildings)
- b. A copy of the settlement statement from the purchase of the property, a copy of the recorded deed showing ownership, and a copy of the paid invoice for the demolition shall be provided to the City following the completion of the project prior to reimbursement.
- c. A demolition permit shall be obtained prior to demolition work commencing.

Dead or Dying Tree Removal. Property owners that have an income at or lower than 80% of the median income for Jasper County may apply for a reimbursement grant for the removal of a dead or dying tree at the property in which they reside. The applicant shall provide proof of income eligibility by submitting the most recent income tax return.

- a. The subject “dead tree” shall be documented as dead or dying by a report provided by a certified arborist and/or an inspection completed by City staff. Seasonal photographs submitted by the applicant may also be required, depending on the time of year the grant request is made.
- b. Grants shall be provided as a reimbursement of completed work. A 25% applicant match is required. The applicant shall provide a copy of paid invoices and the City will inspect the property to verify work has been completed.
- c. The maximum award per removed tree is \$1,000.

City of Newton Council Report

**Item:**

Resolution reclassifying the IT Support Specialist position to IT Support Manager at Range 7

Summary:

Reclassify the IT Support Specialist to IT Support Manager

Financial Impact:

The retired employee's higher rate remains budgeted, and the past three months being unfilled provides capacity to fund this adjustment.

Report Number: 2025-1190

Date:

October 6, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

The city previously advertised the IT Support Specialist position under pay range 4, (entry to midrange \$46,274 – \$54,788). Despite several applicants, no qualified candidates applied. The position was then raised to range 5 (entry to midrange \$51,700 – \$64,380). While this generated qualified applicants, none were willing to accept the mid-range salary offered. Three offers were extended and declined.

We also reviewed less-qualified applicants with the option of training them into the role. However, many demonstrated inconsistent job histories or were not currently working in the IT field despite having training—raising concerns about long-term retention and suitability.

Request

Staff is bringing this request back to Council to reclassify the position as IT Support Manager, pay range 7 (\$60,823 – \$88,798; midrange \$75,745). This change incorporates expanded responsibilities and aligns compensation more closely with comparable markets.

Expanded Duties

The proposed IT Support Manager would report to the Administrative Services Manager and assume additional management duties currently performed by the Administrative Services Manager, including:

- Investigating and managing IT-related projects.
- Overseeing contracts with internet and phone service vendors.
- Investigating and proposing IT solutions.
- Overseeing the City's network to reduce reliance on our offsite vendor.
- Leading issue triage, designing and managing backup strategies, and disaster recovery planning.
- Assisting the Administrative Services Manager and Department Directors with IT budget and Capital Improvement Plan (CIP) planning for network operational equipment, telecommunications, and technology services.

Strategic Benefits

- Succession Planning: Positions the City for the upcoming retirements of the Administrative Services Manager and contract IT vendor (both in approximately 7 years).

- Redundancy & Continuity: Reduces single-person dependency, ensuring coverage for absences and emergencies.
- Cost Control: Reduces calls to the outside IT vendor (\$90/hour) by having in-house expertise.
- Recruitment Competitiveness: Aligns compensation with regional benchmarks, making the city more competitive in attracting top IT talent.

Financial Impact

The reclassification to Range 7 remains manageable within the FY26 budget. The retired employee's higher step in Range 4 remains budgeted, and with the past three months being unfilled provides capacity to fund this adjustment.

Recommendation:

Staff recommends reclassifying the IT Support Specialist position to IT Support Manager at Range 7 (\$60,823 – \$88,798), with expanded duties as outlined.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION RECLASSIFYING THE IT SUPPORT SPECIALIST
POSITION TO IT SUPPORT MANAGER AT RANGE 7

WHEREAS, IT Support Specialist plays a vital role in supporting the City’s technology infrastructure, including user support, systems troubleshooting, hardware/software maintenance, and security-related functions; and

WHEREAS, the position was raised to range 5 and despite multiple qualified applicants, none were willing to accept the mid-range salary offered. Three offers were extended and declined., and

WHEREAS, staff is bringing this request back to Council to reclassify the position as IT Support Manager, pay range 7 (\$60,823 – \$88,798; midrange \$75,745). This change incorporates expanded responsibilities and aligns compensation more closely with comparable markets.

Expanded Duties

The proposed IT Support Manager would report to the Administrative Services Manager and assume additional management duties currently performed by the Administrative Services Manager, including:

- Investigating and managing IT-related projects.
- Overseeing contracts with internet and phone service vendors.
- Investigating and proposing IT solutions.
- Overseeing the City’s network to reduce reliance on our offsite vendor.
- Leading issue triage, designing and managing backup strategies, and disaster recovery planning.
- Assisting the Administrative Services Manager and Department Directors with IT budget and Capital Improvement Plan (CIP) planning for network operational equipment, telecommunications, and technology services.

Position	Current Authorization	Proposed Authorization	Reporting to:
IT Support Specialist	1 FTE Range 5	0	Admin Services Mgr.
IT Support Manager	0	1 FTE Range 7	Admin Services Mgr.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the reclassification changes as stated effective immediately.

PASSED this _____ day of October, 2025

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

JOB DESCRIPTION - CITY OF NEWTON

TITLE: IT Support Specialist <u>Manager</u>		PAY RANGE: 5-7
DEPARTMENT: Administration		UNION: No
CIVIL SERVICE: No		FLSA: Non-Exempt
APPROVAL:		
_____ MANAGER		DATE:
_____ CITY ADMINISTRATOR		DATE:
LAST UPDATE: 05/13/2025		

DEFINITION: Under the general direction of the Administrative Services Manager, provides IT support services across city departments including: resolving questions, inventory, and requests, which may include installing, maintaining and troubleshooting applications including general usage assistance. Assists in the development, implementation, installation and operation of all information management systems and equipment for the City.

ESSENTIAL FUNCTIONS:

Technical Support

- Provide ~~Tier 1 and Tier 2~~ timely, courteous and effective technical support to city employees (in-person, phone, remote);
- Investigate and manage IT-related projects;
- Installs new computer equipment to ensure proper installation of cables, operating systems and appropriate software;
- Performs preventative maintenance and updates in accordance with department policies;
- Discusses software applications with users to determine level of satisfaction and/or the need to modify software;
- Maintains inventory database of workstations and associated equipment; assists in research and purchase of hardware and software; Provides technical advice and assistance to users concerning data communication equipment and data transmission;
- Train users on basic computer usage and office applications software such as Microsoft Office;
- Maintain accurate records of incidents, service requests, and solutions;
- Oversee contracts with internet and phone service vendors;
- Research and evaluate new technologies, investigate and propose IT solutions;
- Assist the Administrative Services Manager and Department Directors with IT budget and Capital Improvement Plan (CIP) planning for network operational equipment, telecommunications, and technology services.

System Maintenance

- Monitor local network performance and escalate connectivity issues;
- Oversee the security and integrity of the municipal network system including line of sight dishes;
- Assist in implementing IT security protocols, such as antivirus, firewalls, and backup schedules;
- Installs applications software on the network; maintains network documentation;

- Creates and maintains users, directory structures, security rights and printer configurations;
- Troubleshoots any hardware problems with desktop PC's, servers, switches, routers, printers, and miscellaneous electronic equipment; works with vendors and technicians to correct issues;
- Oversee, configure, and troubleshoot the City's phone and VoIP systems;
- Oversee electronic e-mail system and server
- Lead issue triage, design and manage backup strategies, and disaster recovery planning;~~Design and manage full backup strategies with disaster recovery planning~~
- Assists with the maintenance and updates of the City Website;
- Maintains City cable access channel and televises all City Council meetings/workshops as required and sets up for rebroadcasting;
 - Operate multiple remote controlled video cameras, monitors, switches, mixers, video recorders, microphones, audio mixers and program-scheduling controllers;
- All other duties as assigned.

WORKING CONDITIONS: Agreeable working conditions. Job has no effect on personal comfort. Adjustments to "Normal Work Hours" may be necessary to meet work requirements.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: must possess advanced knowledge of the operation, configuration, and maintenance of personal computers, servers, and peripheral equipment in a networked environment. This includes in-depth experience with Microsoft Windows operating systems (both client and server), Active Directory, Group Policy, and user account management within a domain. The role requires a strong understanding of network architecture and protocols, including TCP/IP, DNS, DHCP, VPN, VLANs, and firewalls. The ideal candidate will have a demonstrated ability to troubleshoot and resolve complex hardware, software, and connectivity issues, develop and maintain system documentation, and apply cybersecurity principles and data protection best practices to ensure compliance and system security. Experience with specialized platforms such as Laserfiche, Symantec, Barracuda, CableCast, ImageTrend Elite, and Target Solutions is highly desirable, as is the ability to support AV systems and video streaming used for municipal meetings. Strong communication skills are essential, including the ability to explain technical issues in non-technical terms. The position also requires the ability to work independently, manage multiple priorities, and lead technical projects from planning through implementation.

HUMAN RELATIONS: Requires frequent contacts with the public and employees *in* other departments to give advice, enforce ordinances, solve problems, and coordinate work.~~Requires contacts primarily with co-workers and peers and some public to provide information, enforce ordinances, explain, interpret and give advice.~~

SUPERVISORY: Requires partial or general supervision of supply vendor contracts.~~No supervisory requirements.~~

RESPONSIBILITY: Accountable for work of immediate unit, significant outlay of dollars, equipment or supplies, or results of a process or project having a significant impact. Errors may cause inaccuracies; unnecessary costs could be difficult to discover

CONFIDENTIALITY: Regularly required to work with data, processes, or confidential information where disclosure is a serious breach of trust. (Criminal information)

ADDITIONAL REQUIREMENTS: For those tasks where a personal or City vehicle is used, individual must be physically capable of operating the vehicle safely, possess a valid Iowa operator's license and have an acceptable driving record. Good Moral Character: can be trusted and is considered by those who know him/her to be a person of good reputation and good standing in the community. The character of a person is determined by past behavior. History shows good judgment, maturity, a sense of responsibility, and the respect of others. Background Check: Must be able to pass an in-depth background check process due to the need for higher security clearance.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from high school, including or supplemented by computer and/or business courses. Four (4) years' work experience in the installation, maintenance and technical support of a network environment, computer software and hardware applications. Or any equivalent combination of experience and training which provides the required knowledge, skills and abilities will be considered.

City of Newton Council Report

**Item:**

Resolution approving organizational restructuring within the Utilities Department

Summary:

organizational restructuring within the Utilities Department

Financial Impact:

Savings of \$64,320 divided equally between Water Fund and Water Pollution Control fund.

Report Number: 2025-1191

Date:

October 6, 2025

Lead Department:

Utilities

Recommendation:

Approve

Background:**BACKGROUND**

An organizational restructuring within the Utilities Department is aimed at strengthening coordination between operations and administrative functions, while achieving a cost savings. The plan creates cross-training opportunities between Utility Billing field and office roles, supports succession planning by preparing future department leaders, and enhances customer service, operational efficiency, and long-term departmental stability.

Moving Utility Billing from Administration / Finance to Utilities Department

Currently the Utility Billing is in the Department of the Administration Department, under the direct supervision of the Finance Officer, who is retiring in spring 2026. The proposal is to move the Division of Utility Billing to the Utilities Department. This move will create operational efficiencies and increase collaboration between the multiple city utilities operations, billing and administrative duties. Effective January 1, 2026.

Compensation Package for Finance Officer for past supervision of Utility Billing

Utility Billing operates within the Administration/Finance Division under the direct supervision of the Finance Officer. Following the September 2022 special city election, Newton voters approved placing governance of the Waterworks under Newton City Council. This change required integrating Waterworks into existing city operations. While utility operations were first placed under Public Works, they were ultimately consolidated into the newly created Utilities Department, but Utility Billing supervision was placed under the Finance Officer.

During this transition, the Finance Officer provided critical leadership and oversight to Utility Billing, including:

- Coordinating the incorporation of Waterworks accrual basis funds into the City's cash basis accounting system, and establishing a monthly reconciliation process to ensure accurate reporting.
- Directing and supporting Utility Billing staff through the transition from an independent entity to a fully integrated part of the City of Newton.
- Developing job descriptions for Utility Billing staff, and preparing the Council Report and resolution to formally place these positions on the City's pay plan effective July 1, 2023.
- Hiring a Utility Meter Reader position to replace a contracted service, while implementing the required equipment and software.
- Developing and implementing a succession plan in anticipation of two long-term office staff retirements by January 31, 2026.
- Supporting employee development and training needs to ensure a smooth transition and maintain high service standards.

As a salaried employee, the Finance Officer did not receive compensation for these extra duties. The proposal is to compensate the Finance Officer with vacation hours equivalent to pay (262.75

hrs.), based on similar situations throughout the city organization. Effective January 1, 2026.

Creating Waterworks Distribution as a Division of the Utilities Department

Under previous Waterworks management, Water Distribution was placed under Water Treatment. Since transitioning to City Council governance and the Utilities Department, several operational changes have occurred, including Water Distribution leadership obtaining the required IDNR Grade III certification for Newton's system.

Water Treatment and Water Distribution operate as separate divisions with distinct responsibilities, staff, and certification requirements. While both support the public water supply, each requires specialized expertise, and tasks cannot be interchanged without proper training and certification. This change will create operational efficiencies and clearer chain of command. Effective January 1, 2026.

Defining Leadership structure within Utilities Divisions

Water Treatment and Water Distribution are distinct yet collaborative divisions within the Newton Utilities Department, each requiring clear and consistent leadership. To ensure operational efficiency and continuity, an Acting Superintendent position is proposed for both divisions, effective January 1, 2026. These hourly, union-covered positions would assume superintendent responsibilities during absences, providing a defined chain of command while also supporting succession planning by exposing selected frontline employees to management responsibilities. Employees serving in this capacity would receive an additional \$1.00 per hour. Effective January 1, 2026.

Title changes and Utility Billing succession planning

On July 15, 2024, City Council approved the Utility Billing Succession Plan, adding a temporary Administrative Assistant to provide training ahead of two retirements in October 2025 and January 2026. Following the final retirement, staffing will return to pre-succession levels on February 1, 2026.

The updated plan proposes retitling the Meter Reader position as Administrative Assistant for consistency with other city departments. No pay scale changes are proposed for the current Meter Reader, the retitled Administrative Assistant, or the temporary Administrative Assistant. These positions are listed at range 2–3, allowing progression to range 3 as meter reading duties are phased out and administrative responsibilities expand, aligning with comparable positions citywide. Effective November 1, 2025.

Compensation for Utilities Director Oversight of Utility Billing Division

With the proposed transition of the Utility Billing Division from Administration/Finance to the Utilities Department, the Utilities Director will assume direct oversight of this division in addition to current responsibilities for the divisions of Water Treatment, Water Distribution, and Water Pollution Control. Effective January 1, 2026. This added scope of responsibility includes:

- Supervising Utility Billing Administrative Supervisor and providing ongoing leadership, training, and performance management.
- Coordinating between billing operations, utility field operations, and administrative functions to improve efficiency and customer service.
- Managing succession planning and employee development for Utility Billing staff.
- Ensuring compliance with financial reporting, billing accuracy, and customer account management.

Given the increased managerial and operational responsibilities, a 5% adjustment to the Utilities

Director's compensation is recommended. This adjustment recognizes the expanded scope of leadership and the critical role of ensuring continuity of service for all utilities customers. Effective January 1, 2026.

November 1, 2025

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Utility Meter Reader	1	0	Range 2	Administrative Supervisor
Administrative Assistant	3	4	Range 2-3	Administrative Supervisor

January 1, 2026

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Assistant Water Superintendent	1	0	Range 8	Water Treatment Superintendent
Water Distribution Superintendent	0	1	Range 10	Utilities Director
Water Distribution Acting Superintendent	0	1	\$1.00 per hour	Water Distribution Superintendent
Water Treatment Acting Superintendent	0	1	\$1.00 per hour	Water Treatment Superintendent
Administrative Supervisor	1	1	Range 5	Utilities Director

February 1, 2026

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Administrative Assistant	4	3	Range 2-3	Administrative Supervisor

Recommendation:

Approval of the proposed organizational restructuring of the Utilities Department.



Matt Muckler, City Administrator

RESOLUTION NO. 2025– _____

RESOLUTION APPROVING ORGANIZATIONAL RESTRUCTURING
WITHIN THE UTILITIES DEPARTMENT

WHEREAS, the City of Newton seeks to enhance efficiency within the Utilities Department through organizational restructuring designed to strengthen coordination between operational and administrative functions while achieving cost savings; and

WHEREAS, this restructuring will establish Utility Billing as a division of the Utilities Department; and

WHEREAS, in recognition of additional responsibilities carried over the past two and one-half years, the Finance Officer shall be compensated with vacation hours equivalent to 262.75 hours of pay; and

WHEREAS, effective January 1, 2026, Water Distribution shall be designated as a separate division of the Utilities Department under the leadership of its own Superintendent; and

WHEREAS, also effective January 1, 2026, Acting Superintendent positions shall be created for both the Water Treatment and Water Distribution divisions, designated as hourly, union-covered positions with an additional compensation of \$1.00 per hour; and

WHEREAS, the current Meter Reader position shall be reclassified as Administrative Assistant at Range 2–3, with eligibility to progress to Range 3 as meter reading duties are phased out and administrative responsibilities increase, effective November 1, 2025; and

WHEREAS, to reflect the expanded scope of leadership responsibilities and the critical role of ensuring reliable service to all utility’s customers, the Utilities Director shall receive a five percent adjustment to compensation, effective January 1, 2026.

November 1, 2025

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Utility Meter Reader	1	0	Range 2	Administrative Supervisor
Administrative Assistant	3	4	Range 2-3	Administrative Supervisor

January 1, 2026

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Assistant Water Superintendent	1	0	Range 8	Water Treatment Superintendent
Water Distribution Superintendent	0	1	Range 10	Utilities Director
Water Distribution Acting Superintendent	0	1	\$1.00 per hour	Water Distribution Superintendent
Water Treatment Acting Superintendent	0	1	\$1.00 per hour	Water Treatment Superintendent
Administrative Supervisor	1	1	Range 5	Utilities Director

February 1, 2026

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Administrative Assistant	4	3	Range 2-3	Administrative Supervisor

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the organizational restructuring of the Utilities Department is hereby approved as outlined above.

PASSED this _____ day of October, 2025

APPROVED this _____ day of October, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

MEMORANDUM OF UNDERSTANDING

Between the City of Newton and the City of Newton Utilities Union

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish an Acting Superintendent position within both the Water Distribution and Water Treatment Divisions of the City of Newton Utilities Department. The Utilities Department intends to formally recognize Water Distribution as its own Division within the Department and ensure proper coverage and oversight when Superintendents are unavailable.

This MOU shall only take effect upon **City Council approval of the Utilities Department reorganization.**

Terms

- The Acting Superintendent positions shall remain classified as hourly employees under the terms and conditions of the existing City of Newton Utilities Union Agreement.
- An employee designated as Acting Superintendent in either Water Treatment or Water Distribution shall assume all duties, responsibilities, and authority of the respective Superintendent during periods of absence or unavailability.
- The appointment of Acting Superintendents shall be made by the Utilities Director or designee.

Compensation

- An employee serving as Acting Superintendent will receive an additional \$1.00 per hour above their regular rate of pay.
- This additional pay shall be added to Appendix A – Wages of the City of Newton Utilities Union Agreement, consistent with other specialty pay provisions such as Herbicide/Pesticide Applicator License and Well Pump Installer License.

Duration

This MOU shall only be effective upon City Council approval of the Utilities Department reorganization and shall be implemented into the next contract renewal.

Signatures

For the City of Newton: _____

Name, Title: _____

Date: _____

For the City of Newton Utilities Union: Joe Hartgers

Name, Title: Joe Hartgers president

Date: 8-23-25

City of Newton Council Report

**Item:**

Resolution adopting the 2025-2027 Elected Official's Goals for the City of Newton

Summary:

The 2025-2027 City Council Goals will serve as a guide during the upcoming budget process as well as serve as direction in setting priorities for City Staff

Financial Impact:

No financial impact by adopting the Goals

Report Number: 2025-1202

Date:

October 6, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

Presented for the City Council's consideration are the 2025-2027 Elected Official's Goals. The City of Newton Goal Setting Process takes place every year. It is an opportunity for elected officials to communicate to the city administrator a work plan for the coming year. It also allows elected officials to communicate to staff which projects they consider to be the highest priority projects and serve Department Directors in the course of their daily work and the setting of priorities. These priorities are then used to create a budget proposal for Council consideration. The priorities selected by elected officials also guide City staff in developing a five-year Capital Improvement Plan (CIP) for the consideration of elected officials.

Here are the goals that received votes from at least four elected officials (listed from most votes received to least):

- Sidewalk on N. 15th Ave. W. from Union Drive to 1st St. N. (\$150,000) - 10 votes
- Union Cemetery Street Repair Project (\$180,000) - 7 votes
- Cardinal Pond Improvements, Phase 2 (\$50,000) - 7 votes
- Joint Fire/Police Training & Storage Facility, Phase 2 (\$100,000) - 6 votes
- Inclusive Playground Equipment (\$300,000) - 6 votes
- New Skate Park at Aurora (\$1,000,000 Grants and GF) - 6 votes

In addition, multiple other projects are already committed but seeking consent and five projects are presented using FY26 End of Fund Balance as listed on the Goals sheet.

Recommendation:

Staff recommends approval of the 2025-2027 Elected Official's Goals

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION ADOPTING THE 2025 - 2027 ELECTED OFFICIALS
GOALS FOR THE CITY OF NEWTON**

WHEREAS, it is the fundamental and foundational purpose of the City of Newton to provide a safe community, encourage economic development, foster a high quality of life, and lead with effective, efficient governance; and

WHEREAS, the 2025 - 2027 Elected Official's Goals set forth goals, objectives, and strategies to achieve these purposes as well as to set the future course for the City;

WHEREAS, the 2025 – 2027 Elected Official's Goals will assist in the upcoming budget process for FY26;

WHEREAS, the 2025 - 2027 Elected Official's Goals summarizes the details of the tasks and responsibilities that will serve Directors in the course of their daily work and the setting of priorities;

WHEREAS, it is important for the City Council, City Staff, and the community to clearly know the direction of the organization and to hold one another accountable for that direction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the attached 2025 - 2027 Elected Official's Goals are hereby adopted and shall be used by City Staff in accomplishing the City's Goals.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Proposed 2025 – 2027 Elected Official Goals

Proposed Goals – General Fund Non-Street Projects (PB) = 2025 Park Board Goal

1. Sidewalk on N. 15th Ave. W. from Union Drive to 1st St. N. (\$150,000)
2. Union Cemetery Street Repair Project (\$180,000)
3. Cardinal Pond Improvements, Phase 2 (\$50,000) (PB)
4. Joint Fire/Police Training & Storage Facility, Phase 2 (\$100,000)
5. Inclusive Playground Equipment (\$300,000) (PB)
6. New Skate Park at Aurora (\$1,000,000 Grants and GF) (PB)

Already Committed/Seeking Consent for FY27 - GF

1. Annexation Planning – In-house plan by Community Development Staff
2. Feasibility Study on Solar Installations at City Hall or other City-owned properties – CD Staff
3. Skid Loader Brush Mower (\$10,000)
4. Park Shelter & Restroom Updates (\$10,000)
5. Fire Station Remodeling (\$15,000)
6. Tree & Stump Removal (\$15,000)
7. Hike and Bike Trail Repairs (\$15,000)
8. Library Emergency Response Planning and Upgrades (\$20,000)
9. 72-inch Zero-Turn Mower for Parks (\$25,000)
10. Airport Interior Remodel (\$36,000)
11. Small crew cab truck - Parks (\$40,000)
12. Fire Equipment – Misc. (\$47,000)
13. D&D Funding (\$50,000)
14. 96-inch Toro Zero-Turn Mower for Parks (\$55,000)
15. 1-Ton Dump Truck for Parks (\$77,000)
16. Police Equipment/Technology – Body Cams, \$50,000, License Plate Reader (LPR) Cameras, \$48,000 (up from \$30,000 last year), ballistic vests \$24,000, tasers \$10,000, in-car computers - \$10,000. (\$142,000)
17. Police Dept. Vehicles (\$145,000)
18. New Ladder Truck (\$2,070,000)

Subtotal = \$2,772,000

Already Committed/Seeking Consent for FY27 Non-GF

19. Trailer – Downtown Groundskeeper (\$8,000 NC URA TIF)
20. Historic Downtown Street Sign Markers (\$12,000, Historic Funds)
21. Water Treatment Plant Security Fence Project (\$145,000, Water)
22. 100-200 blocks of N. 4th Ave. W. HMA overlay and intersection improvements (\$150,000 RUT)
23. Clearwell Baffle Installation (\$212,000, Water SRF)
24. Purchase of Smart Meters (\$300,000, Water)
25. 100 block of W. 3rd St. N. & ½ 100 block of W. 4th St. N. Streetscape Reconstruction (\$400,000, leftover funds from N. 2nd Ave. E. project)
26. Water Distribution Main Improvements (\$500,000, Water)
27. City-Wide Hot Mix Asphalt Resurfacing including two blocks on E. 4th St. S. (\$500,000, RUT)
28. Downtown Restroom (\$125,000, NC URA TIF + \$125,000 Donation)
29. WPC Plant Boilers Replacement Project (\$630,000, WPC)
30. Arbor Estates Phase 3 - N. 9th Ave. E. Extension (\$707,792 = \$74,522 TIF Funds + \$320,000 Union Dr. leftover funds + 313,270 TIF Bonding)
31. 1st Ave. E. & E. 12th St. Stormwater Improvements Project, Phase 2 (\$1,200,000, 1st Ave. E. TIF Funds)
32. Replacement of Four Alluvial Wells (\$2,800,000, Water SRF)

FY26 End of Fund Balance

1. Parade Barricades (\$16,710)
2. Tennis Court Project - Over Budget (\$30,248)
3. Tennis/Pickleball Parking (\$75,000)
4. City Facilities Security Camera System (\$103,789 GF plus approx. \$20,184 in enterprise funds) (PB)
5. Tennis Court Project – Over Budget (\$60,569)

Subtotal = \$286,316

City of Newton Council Report

**Item:**

Resolution approving change order #4 for Aurora Tennis Court Project

Summary:

Approving change order #4 to Minturn Inc. for the Aurora Tennis Court Project

Financial Impact:

An additional \$60,568.06 to be paid from bond funds and general park budget funds.

Report Number: 2025-1150

Date:

October 6, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

On June 2, 2025, Minturn Inc. was awarded the Aurora Tennis Court Project. During construction, it was determined that a leveling wedge layer would be required to properly place the intermediate and final layer for the surface of the tennis courts. This layer is more labor intensive and takes longer to place.

Minturn has submitted a change order that has been reviewed by community development staff. After reviewing the proposed changes, Minturn Inc. has proposed a net increase to the project of \$60,568.06. The additional costs will be paid from general park budget funds and/or bond funds. Please see the following summary of change orders on this project:

Change Order #1: Resolution 2025-294, \$20,575.00

- Additional concrete removals needed for the construction of the concrete ribbon. Removals were not included in the original contract.

Change Order #2: Resolution 2025-317, \$106,395.00

- Additional subbase to accommodate the larger court footprint
- Fence poles with concrete footings to support the installation of a windscreen that was added during negotiations with the neighboring property.

Change Order #3: Resolution 2025-340, \$40,394.50

- Addition of a full intake replacement that was found to be necessary during construction
- Interior 4-foot and 10-foot tall fences separating the courts from the center aisle, as requested by NCSD staff.
- Additional milling of the existing concrete court to allow for the proposed 3-inch overlay. Areas where the overlay may be too thin would have surface irregularities.

Change Order #4 (Proposed), \$60,568.06

- HMA overruns due to the larger court footprint

- An additional HMA leveling course is needed due to irregularities in the existing subbase surface and to ensure proper drainage. The cost per ton of this item was also significantly higher than that of the other lifts, due to the time-consuming nature of the work and the fact that it was done mainly by hand.

As always, City staff is doing everything possible to limit the amount of change orders on this project. An ideal court size was not deemed possible during design due to challenges in acquiring additional land to the west of the courts. After a breakthrough in those negotiations, City staff worked to create a court that would create a safe and positive environment for high school tennis matches and allow for regional tennis events to be hosted in Newton.

Recommendation:

Approving change order #4 from Minturn, Inc. in the amount of \$60,568.06

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

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION APPROVING CHANGE ORDER #4 FOR AURORA
TENNIS COURT PROJECT**

WHEREAS, on June 2, 2025, Minturn Inc. was awarded the Aurora Tennis Court Project. During construction, it was determined that a leveling wedge layer would be required to properly place the intermediate and final layer for the surface of the tennis courts. This layer is more labor intensive and takes longer to place, and

WHEREAS, prior change orders for said project have been approved as follows:

Change Order Number	Contractor	Reso Number	Change Order Price
001	Minturn	2025-294	\$20,575.00
002	Minturn	2025-317	\$106,395.00
003	Minturn	2025-340	\$40,394.50

and,

WHEREAS, Change Order #1 provided for additional concrete removals needed for the construction of the concrete ribbon. Removals were not included in the original contract, and

WHEREAS, Change Order #2 provided additional subbase to accommodate the larger court footprint and fence poles with concrete footings to support the installation of a windscreen that was added during negotiations with the neighboring property.

WHEREAS, Change Order #3 provided for the addition of a full intake replacement that was found to be necessary during construction, interior 4-foot and 10-foot tall fences separating the courts from the center aisle, as requested by NCSD staff, and additional milling of the existing concrete court to allow for the proposed 3-inch overlay. Areas where the overlay may be too thin would have surface irregularities, and

WHEREAS, Minturn has submitted a change order to address grade requirements for final surface layer of the tennis courts, which has been reviewed by City staff, resulting in a net increase cost to the project of \$60,568.06 and

NOW, THEREFORE, BE IT RESOLVED, that change order #4 to Minturn Inc. in the amount of sixty thousand five hundred and sixty-eight dollars and six cents (\$60,568.06), for the Aurora Tennis Court project, is hereby approved and will be funded from bond funds and general park budget funds;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #4 executed by Minturn Inc. of Brooklyn, IA for the Aurora Tennis Court Project, be signed by the mayor on behalf of the city.

PASSED this _____ day of October, 2025.

APPROVED this _____ day of October, 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.4	
Owner:	City of Newton	Project Title:	Aurora Park Tennis Court		
Contractor:	Minturn				
Contract Date:	6/2/2025	Date Prepared:	9/22/2025		
Prepared By:	BLS	Reviewed By:	EC		
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: Extra Milling Quantities from CO 3	378	\$ (25.00)	\$ (9,450.00)	No additional time.	
Remove: HMA overrun at unit price(Adjustment to unit Price) Approved CO2	402.29	\$ (120.00)	\$ (48,274.80)	No additional time.	
Add: Special Back fill for patch in SE courts	18.03	\$ 17.00	\$ 306.51	No additional time.	
Add: HMA overrun at unit Price (Surface). Per SY	99.76	\$ 125.00	\$ 12,470.00	No additional time.	
Add: HMA overrun at unit Price (Base). Per SY	99.76	\$ 115.00	\$ 11,472.40	No additional time.	
Add: HMA Overrun, Leveling/ Wedge Course unit price adjustment due to the nature of extra work required to lay this course.	488.54	\$ 192.50	\$ 94,043.95	21 days	
Total Change in Cost		Total Change in Cost	\$ 60,568.06		
Contract Price Prior to this Change Order			\$835,048.00		
Net Increase Resulting from this Change Order			\$60,568.06		
Current Contract Price Including this Change Order			\$895,616.06		
Contract Time Prior to this Change Order (completion date)			October 10,2025		
Net Increase Resulting from this Change Order (completion date)			21 days		
Current Contract Time Including this Change Order (new completion date)			October 31,2025		

Date:

The above changes are approved:

City of Newton, IA
By:

Date:

The above changes are approved:

Contractor
Minturn
By:

October 6, 2025

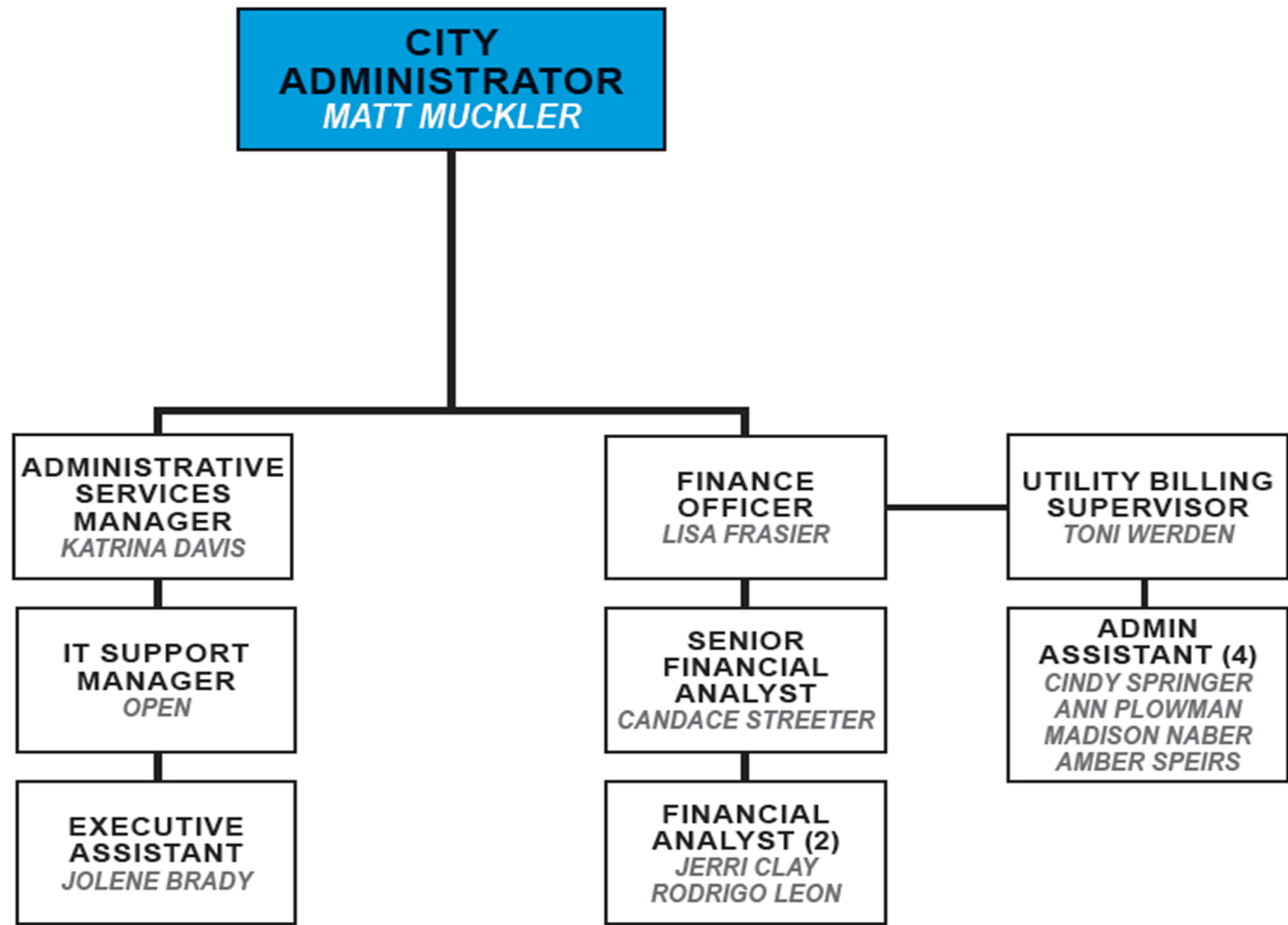
Finance Presentation

Cross Training and Succession Planning are the main focus and top 2 priorities in the Finance Division

- Over the next 6 months, 3 of 9 employees in the Finance Division of the Administration Department will be retiring. These 9 employees represent 98 total of years of experience in City Government. The 3 upcoming retirements account for 85 of those years of experience. (1 in Finance & 2 in Utility Billing)
- Assuming the City Council approves the reorganization plan at the 10-6-25 meeting, recruitment will be underway this week for an Administrative Assistant position that will be replacing the current Administrative Assistant retiring on Oct 31st.

Organizational Chart Administration

Assumes Reorganization is approved on 10-6-25



Utility Billing

- **Utility Billing sent out 7,104 bills in August**
 - 6,068 Postcards 85%
 - 1,036 were e-bills 15%
- **Payments:**
 - 40% ACH 2,719 Customers
 - 21% Office 1,490 Customers (average 75 per day)
 - 18% Portal 1,212 Customers
 - 16% Mail 1,089 Customers
 - 5% Drop 323 Customers (Hy-Vee Customer Service)
- **Meters:**
 - 79% Manual read 5,581 Meters
 - 21% Radio Read 1,467 Meters

Finance

- Succession Planning & Cross Training
- FY27 Budget process has started with Goal Setting. Budget workshops will start after the 1st City Council meeting in November and last until February.
- The new auditing firm of Anderson, Larkin & Co were on site September 17 & 18. Everything seemed to go very smoothly and the FY25 audit should be finished by the 1st of the year.
- The Annual Financial Report is close to being finished with a new reporting requirement this year. It is now a requirement to list each debt/the Resolution number/interest rate range/ Issue amount/amount outstanding/Principal & Interest paid in FY25/listing of projects funded. A total of 31 different debts were required to be reported.

Finance Division

- FY25 Statistics:
 - \$46,485,888 In Revenues across all Funds
 - 656 revenue lines items across 39 Funds
 - \$45,023,017 in Expenses across all Funds
 - 1,831 expense lines across 39 Funds
 - Processed \$6,363,263 in Transfers between Funds
- The Finance staff continually works to improve the internal controls that are presently in place.
- Processed 15 TIF Property Tax Rebates in FY25 – FY25 TIF Report is 83 pages
- FY27 Budget Workshops will start in November and last thru February.

Council Questions or Comments?