Newton City Council Agenda

October 20, 2025 - 6:00 PM

View the City Council Meeting:

In Person	**Television**	**Online**
City Hall - Council Chambers 101 W 4th St S, Newton, IA 50208	Mediacom Channel 12/85/121.12	newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

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

Consent Agenda

3. October 6, 2025 Regular City Council Meeting Minutes
4. September 29, 2025 City Council Goal Setting Workshop Minutes
5. Approve 2025-2026 Cigarette/Tobacco/Nicotine/Vapor Licenses for the following: Brew #96, 1325 1st Ave W and Brew #101, 1806 S 12th Ave W, pending staff review
6. Approve Liquor Licenses for the following: 2nd Ave Social, LLC - (Gray Moon Public Market) 118 N 2nd Ave E, new Class C Retail Alcohol License pending staff approval; Sombrero - LC0038865, 1130 1st Ave E, Class C Retail Alcohol License renewal; World to Go - LE0004496, 403 1st Ave E, Class E Retail Alcohol License
7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-14)
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-15)
9. Resolution approving change order #2 for 2025 Sanitary Sewer Lining Project
10. Resolution Approving a Property Tax Rebate for the Van Maanen Electric, Inc Property Located at 500 Iowa Speedway Drive Within the East Mart Urban Renewal Area
11. Resolution Approving a Property Tax Rebate for the Leavenwealth Capital, LLC Property Located Within the North Central Urban Renewal Area

12. Resolution Approving a Property Tax Rebate for the Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area

13. Resolution awarding a contract for the 2025 Sidewalk Nuisance Project.

14. Resolution Approving Amendment #001 to Agreement for Professional Services Between City of Newton, Iowa, and Bolton and Menk for 2025-01 Iowa Speedway Dr Sidewalk Project

15. Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services**.**

16. Resolution approving Change Order 04 to the contract for the City of Newton Fire Department Engine Bay Floor Reinforcing Project

17. Approve Bills

Public Hearing

18. Public Hearing on a Resolution awarding contract for the Children's Forest Bank Stabilization Project

    - Severe bank erosion was created from flash flooding on May 21, 2024.
    - Bolton & Menk designed plans and specifications for repairs and mitigation
    - The Engineer's Estimate for this project was $144,460.00.
    - The low bidder was Crossroads Pipe & Grading of Monroe, IA, in the amount of $54,617.81.

19. Resolution awarding contract for the Children’s Forest Bank Stabilization project

Ordinance

20. First consideration of an Ordinance amending the Code of Ordinances, City of Newton, IA, 2025, Title VII, Chapter 71, "Traffic Regulations" to add Section 70.13 "Engine Braking"

    - The City has received noise complaints relating to engine braking on the east side of town.
    - Engine brakes are sometimes used by commercial vehicles to slow down, producing excessively loud noise.
    - City staff proposes an ordinance prohibiting the use of an engine brake except in emergency situations.

21. First Consideration of an Ordinance Repealing Ordinance Nos. 2000, 2020, 2026, 2043, 2050, 2056, and 2166 Providing for the Division of Taxes Levied on Taxable Property in the Southwest Newton Economic Development Urban Renewal Area

    - In 2001, the City Council of Newton, Iowa enacted ordinance No. 2000 that created the Southwest Newton Economic Development Urban Renewal area. In later years, City Council enacted ordinances 2020, 2026, 2043, 2050, 2056, 2166 to amend this Urban Renewal Area’s taxing districts.

- All debt has been paid in this Urban Renewal Area and there has been no activity for several years. This termination of these ordinances officially terminates the Urban Renewal Area and plan.

Resolution

22. Resolution approving Amendment #1 for Task Order 23-01 with Fox/Strand Engineering for professional services for the construction of a new Jordan Well

    - In May 2023, the City of Newton entered into a professional services agreement with Strand Engineering to provide design services, bidding assistance, construction-related services, and SRF funding support for the construction of a new Jordan Well.
    - Since that time, the Newton Waterworks' largest wholesale customer have executed a new 20-year water purchase agreement establishing revised minimum and maximum monthly quantities. As a result, the construction of a new Jordan Well has become a significantly lower priority. The design was nearly completed for the new Jordan Well and will still be relevant in the future, if the need were to arise.
    - Amendment #1 to task order 23-01 deletes several scopes of services to the existing contract with Strand Engineering for the New Jordan Well project and only compensates Strand Engineering for completed work on the project, eliminating future scopes of work on the project.

23. Resolution approving Task Order 25-01 with Strand Associates for professional services for the construction of Four new Alluvial Wells

    - The City of Newton Utilities Department's Water Treatment Division operates eighteen alluvial wells, many of which have reached or exceeded their useful service life, with ages ranging from 20 to 70 years
    - The 2023 Water Supply and Treatment System Facility Plan Report identified the need to replace several of the water source wells. The Utilities/Water Treatment Division requested a scope of services fee proposal from Strand Associates for replacing four alluvial wells
    - Task Order 25-01 with Strand Associates includes Design services; Bidding-Related services, Construction-Related Services and SRF Funding Assistance Services.

24. Resolution approving Task Order 25-02 with Strand Associates for professional services for incorporating baffles in the water treatment plant Clearwell

    - The City of Newton Utilities/Water Treatment Division has a need to Incorporate baffles in the existing water treatment plant

Clearwell to increase the baffling factor used by the Iowa Department of Natural Resources (Iowa DNR) in calculating the required detention time needed to meet 4-Log virus inactivation.
- The Utilities/Water Treatment Division requested a scope of services fee proposal from Strand Associates for incorporating baffles in the water treatment plant Clearwell.
- Task Order 25-02 with Strand Associates includes Design services, preparing and submitting construction permit application to Iowa DNR, Bidding-Related services and Construction-Related Services .

25. Resolution approving a low-moderate income set-aside grant for 712 West 6th Street South, Newton

- The owners of 712 West 6th Street South have made an application in the Roofing Category, 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 $6,000.00 grant for 712 West 6th Street South.

Staff Report

26. Parks & Recreation End of Season Review - Erin Chambers, Community Development Director

Mayor/Council Comments

27. Mayor and Council Comments

Adjourn

NEWTON CITY COUNCIL MEETING MINUTES
OCTOBER 6, 2025, 6:00 PM

Pledge

Pledge of Allegiance
Mayor Pro Tem Mullan 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 Pro Tem Mullan presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Proclamation

2. National Community Planning Month October 2025

Citizen Participation

3. There was no citizen participation.

Consent Agenda

Moved by Ervin, seconded by Mills to approve consent agenda items 3-18. AYES: Six. NAYS: None. Consent Agenda was adopted.

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)
Resolution 2025-363 adopted.
7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-13)
Resolution 2025-364 adopted.
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-14)
Resolution 2025-365 adopted.
9. Resolution approving change order #1 for 2025 Sanitary Sewer Lining Project
Resolution 2025-366 adopted.
10. Resolution approving a non-standard use agreement with the property owner of 118 N 2nd Ave E
Resolution 2025-367 adopted.
11. Resolution accepting completion of the 2025 Aurora Park Parking Lot Removal Project
Resolution 2025-368 adopted.
12. Resolution approving CO #1 and accepting completion of the 2025 Highway and symbol painting Project
Resolution 2025-369 adopted.
13. Resolution accepting completion of the 2025 Westwood Patio Project
Resolution 2025-370 adopted.
14. Resolution accepting completion of the 2025 Agnes Trail Improvement Project
Resolution 2025-371 adopted.
15. Resolution adding "Niche Bud Vase" to the comprehensive schedule of fees
Resolution 2025-372 adopted.
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
Resolution 2025-373 adopted.
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
Resolution 2025-374 adopted.
18. Resolution awarding contract for the 2025 Clearing and Grubbing Contract
Resolution 2025-375 adopted.

19. Resolution approving Transparity annual software licensing and maintenance agreement with General Traffic Controls Inc.
Resolution 2025-376 adopted.

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
Resolution 2025-377 adopted.

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
Resolution 2025-378 adopted.

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
Resolution 2025-379 adopted.

23. Approve Bills

Public Hearing

24. Public Hearing on A Resolution awarding contract for the 2025 Public Safety Storage Building Project
Mayor Pro Tem Mullan stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Dalton, seconded by Ervin to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

25. Resolution awarding contract for the 2025 Public Safety Storage Building Project
Moved by Simbro, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-380 adopted.

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
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-381 adopted.

27. Resolution approving a low-moderate income set-aside grant for 905 North 7th Avenue West, Newton
Moved by Mills, seconded by Ervin to adopt the Resolution. AYES: Five. NAYS: Dalton. Resolution 2025-382 adopted.

28. Resolution approving an amendment to the adopted Low-Moderate Income Set Aside Policy
Moved by Dalton, seconded by Simbro to adopt the Resolution. Councilperson Dalton has made some recommended suggestions to the resolution. The changes include:Limiting the interior work category to certain activities. Lowering the maximum grant amounts for electrical and exterior treatments categories. Adding a cap of $20,000 per property for the lifetime of the program. AYES: Six. NAYS: None. Resolution 2025-383 adopted.

29. Resolution reclassifying the IT Support Specialist position to IT Support Manager at Range 7
Moved by Dalton, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-384 adopted.

30. Resolution approving organizational restructuring within the Utilities Department
Moved by Mills, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-385 adopted.

31. Resolution adopting the 2025-2027 Elected Official's Goals for the City of Newton
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-386 adopted.

32. Resolution approving change order #4 for Aurora Tennis Court Project
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-387 adopted.

Staff Report

33. Mid-Year Finance Update - Lisa Frasier, Finance Officer
Utility Billing sent out 7,104 bills in August. 6,068 were postcards and 1,036 were e-bills.

Encouraging customers to sign up for e-billing. There are currently 1,467 radio read meters and 5,581 manual reads. The Utilities Department is working to upgrade all meters to radio read. Finance is working on succession planning and cross-training. The FY27 Budget process has started with goal setting. Budget workshops will start after the 1st City Council meeting in November and last until February. For FY25, $46,485,888 were received in revenues across all funds. $45,023,017 was paid in expenses.

Mayor/Council Comments

34. Mayor and Council Comments
Mills appreciates the Finance staff's work and wishes Lisa Frasier the best in retirement. Ervin stated that it is nice to see a blank space on the North West corner of the square. Mullan asked if everyone could vote for the Newton Cardinals on the T-Mobile app. He reminds citizens that the Fall Festival and Scarecrow Contest is going on this weekend at the Arboretum.

Adjourn

Moved by Ervin, seconded by Mills to adjourn the meeting at 6:39 P.M. Motion unanimously carried by voice vote.

______________________________ ______________________________

Katrina Davis, City Clerk | Evelyn George, Mayor

NEWTON GOAL SETTING WORKSHOP CITY COUNCIL MEETING MINUTES
SEPTEMBER 29, 2025, 6:00 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in special session at 6:00 P.M. on the above date at the Newton Arboretum & Botanical Gardens, 3030 N 4th Ave E., Newton, IA 50208. Mayor George presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Discussion

2. Review of Goal Setting Process - Rob Burdess, Police Chief

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.

3. Comprehensive Plan Review - Erin Chambers, Community Development Director
4. Review of Current FY26-FY30 Capital Improvement Plan (CIP) - Rodrigo Leon, Financial Analyst
5. Review of Constitutional Debt Limit, Current Outstanding Debt and Debt Service Levy Rate - Candace Streeter, Sr. Fin. Analyst
6. Review 2024-2026 City Council Goals - Katrina Davis, Administrative Services Manager/City Clerk
7. The Goals of the Newton Park Board - July 2025 - Nick Cummins, Parks Operations Superintendent
8. Presentation of Potential 2025-2027 City Council Goals - Erin Chambers, Community Development Director; Joe Grife, Public Works Director; and Jody Rhone, Utilities Director
9. Executive Team and City Administrator Recommendations for 2025-2027 Goals - Rex Heisdorffer, Assistant Fire Chief and Matt Muckler, City Administrator
10. Draft FY27-FY31 CIP - Jerri Clay, Financial Analyst
11. Instructions to Mayor and Council on 2025-2027 Goal Selection - Nicole Terry, Newton Public Library Director

Each elected official received 10 stickers to place on their top priority projects.

12. City Council Discussion & Goal Selection
13. Preliminary Tabulation and Presentation of City Council Goal Preferences - Matt Muckler, City Administrator

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

Adjourn

Moved by Mullan, seconded by Hallam to adjourn the meeting at 8:10 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

City of Newton Council Report

Item: Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-14) **Summary:** The City of Newton abated some nuisances, such as tall grass/weeds and/or trash. These costs remain unpaid by the property owner(s) and should be assessed to the property taxes. **Financial Impact:** Cost Recovery: $5,325.00	**Report Number:** 2025-1210 **Date:** October 20, 2025 **Lead Department:** Police **Recommendation:** Approve

Background:
At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is $5,325.00.
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 25-14).

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _______

RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF NUISANCE ABATEMENT AND PROVIDING FOR THE PAYMENT THEREOF (SCHEDULE 25-14)

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. 25-14 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 25-14, 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 November 5, 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 25-14: 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
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:	**$5,325.00**		

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. 25-15)

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

Financial Impact:
Cost Recovery: $2,500.00

Report Number: 2025-1211
Date:
October 20, 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. 25-15)

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 25-15: 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 25-15: 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 25-15: 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 25-15: 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 25-15: 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	9/8/2025
Michael Black	827409015	818 N 9th Ave E	Newton	$41,600	$100.00	$150.00	$250.00	EDMUNDSON'S ADD E 1/2 LOT 5 BLK 11	9/8/2025
Tad Steffensen	835351020	905 E 14th St S	Newton	$166,960	$100.00	$150.00	$250.00	DENNISTON FARMS ADD PLAT 2 LOT 194	9/8/2025
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	9/9/2025
2C Industries LLC	834228010	310 E 10th St N	Newton	$72,780	$100.00	$150.00	$250.00	EAST HIGHLANDS LOT 9 BLK 2	9/17/2025
Roxanne Anderson	835451002	1012 E 19th St S	Newton	$174,110	$100.00	$150.00	$250.00	TR BEG 570' N OF SW COR SW SE RUN E 270' N 87' W 270' S 87' TO BEGINNING	9/16/2025
Jacob Anderson	827412007	802 E 7th St N	Newton	$38,100	$100.00	$150.00	$250.00	EDMUNDSON'S ADD LOT A BLK 19	9/16/2025
Carrington Capital Investment	835151008	1337 1st Ave E	Newton	$270,100	$100.00	$150.00	$250.00	TRACT 100' X 200' IN NE COR OF LOT H SW NW	9/15/2025
Huyen Hoang	827301014	316 N 9th Ave W	Newton	$96,410	$100.00	$150.00	$250.00	BELL'S SD LOTS 7 & 11	9/15/2025
Kallie Robison	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	9/15/2025
						TOTAL:	**$2,500.00**		

City of Newton Council Report

Item: Resolution approving change order #2 for 2025 Sanitary Sewer Lining Project **Summary:** Approving change order #2 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; Change order 1 in the amount of 11,857.50 was accepted on October 6, 2025 this action would approve change order#2 for an additional $2,450.00 to be paid from Water Pollution Control Funds	**Report Number:** 2025-1220 **Date:** October 20, 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. During construction, it was determined that the sanitary main line was 10” and not the contract 8” that was quoted, which required a larger liner. The price difference for the larger liner is $2,450.00. The additional costs will be covered by the Water Pollution Control Funds.

Recommendation:
Approving change order #2 from Municipal Pipe & Tool in the amount of $2,450.00

Matt Muckler, City Administrator

RESOLUTION 2025- ______

RESOLUTION APPROVING CHANGE ORDER #2 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. During the construction it was determined that the sanitary main was 10", requiring a larger liner with an increase in price of $2,450.00; and

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

NOW, THEREFORE, BE IT RESOLVED, that change order #2 to Municipal Pipe & Tool in the amount two thousand four hundred and fifty dollars and zero cents ($2,450.00), 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 #2 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.2

Owner:	City of Newton	Project Title:	2025 Sanitary Sewer Lining Project
Contractor:	Municipal Pipe Tool Co LLC		
Contract Date:	9/2/2025	Date Prepared:	10/3/2025
Prepared By:	BLS	Reviewed By:	JR

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
Amend: Pipe Lining, CIPP 8" (200 block W 5th St S) from CO.1. Records showed this was a 8". During Construction it was determined to be 10". Unit price increase per LF to install 10" CIPP liner.	**350**	**$ 7.00**	**$ 2,450.00**	
Total Change in Cost		**Total Change in Cost**	**$ 2,450.00**	

Contract Price Prior to this Change Order	$328,930.20
Net Increase Resulting from this Change Order	$2,450.00
Current Contract Price Including this Change Order	$331,380.20
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:

City of Newton, IA
By:

Date:

The above changes are approved:

Contractor
Municipal Pipe
By: Sharon Waschkat

Date: 10/3/25

City of Newton Council Report

Item: Resolution Approving a Property Tax Rebate for the Van Maanen Electric, Inc Property Located at 500 Iowa Speedway Drive Within the East Mart Urban Renewal Area **Summary:** Resolution Approving Property Tax Rebate to the Van Maanen Electric, Inc Property According to the Approved Development Agreement **Financial Impact:** $37,094 property tax rebate from the East Mart Urban Renewal TIF Fund as budgeted	**Report Number:** 2025-1226 **Date:** October 20, 2025 **Lead Department:** Administration **Recommendation:** Approve

Background:
The City of Newton entered into a development agreement in September of 2021 with Van Maanen, Inc on the property located at 500 IA Speedway Drive within the East Mart Urban Renewal Area. The Agreement states that the City shall rebate 50% of all TIF property taxes paid by Van Maanen Electric, Inc. in Fiscal year 25/26.

Van Maanen Electric, Inc. has provided documentation that the 1st half of property taxes in the amount of $97,362 have been paid to the Jasper County Treasurer for FY 2025/26 for the property and the amount of the 50% rebate from the TIF Fund would be $37,094.

Recommendation:
Staff recommends approval of the attached Resolution approving the tax rebate payment to Van Maanen Electric, Inc. for property taxes paid in FY25/26.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _______

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE VAN MAANEN ELECTRIC, INC PROPERTY LOCATED 500 IOWA SPEEDWAY DRIVE WITHIN THE EAST MART URBAN RENEWAL AREA

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

WHEREAS, a Development Agreement with Van Maanen Electric, Inc was entered into in September of 2021 on the property located at 500 Iowa Speedway Drive within the East Mart Urban Renewal Area, and

WHEREAS, said Agreement states the City will provide to the Developer a 50% TIF Property Tax Rebate in Fiscal Year 25-26, and

WHEREAS, the Developer has paid its property taxes for the 1st half of the fiscal year 2025-2026 in the total amount of $95,683 and is eligible to receive a 50% TIF rebate in the amount of $37,094;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Van Maanen Electric, Inc, a property tax rebate for the 1st half of fiscal year 2025-2026 property taxes in the amount of $37,094 is hereby approved.

PASSED this 20th 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 Leavenwealth Capital, LLC Property Located Within the North Central Urban Renewal Area

Report Number: 2025-1227
Date:
October 20, 2025
Lead Department:
Administration
Recommendation:
Approve

Summary:
Resolution Approving Property Tax Rebate to the Leavenwealth Capital, LLC Property According to the Approved Development Agreement

Financial Impact:
$29,877 Property Tax Rebate from the North Central Urban Renewal TIF Fund

Background:

The City of Newton entered into a development agreement in June of 2018 with Lion Development Group, LLC and amended this agreement in January of 2020 and March of 2021 on the property located at 320 W 3rd St N within the North Central Urban Renewal Area. A Resolution consenting to assign the Second Amended Development Agreement to Leavenwealth Capital, LLC passed November 2022. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Leavenwealth Capital, LLC in Fiscal year 25/26.

Leavenwealth Capital, LLC has provided documentation that the 1st half of property taxes in the amount of $38,533 have been paid to the Jasper County Treasurer for FY 2025/26 for the property and the amount of the 100% rebate from the TIF fund would be $29,877.

Recommendation:
Staff recommends approval of the attached Resolution approving the tax rebate payment to Leavenwealth Capital, LLC for the 25/26 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _______

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE LEAVENWEALTH CAPITAL, LLC PROPERTY LOCATED 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 Lion Development Group, LLC was entered into in June of 2018 and Amended in January of 2020 and March 2021 on the property located at 320 West 3rd Street North within the North Central Urban Renewal Area. A Resolution consenting to assign the Second Amended Development Agreement to Leavenwealth Capital, LLC passed November 2022, 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 2025-2026 in the total amount of $38,533 and is eligible to receive a 100% TIF rebate of $29,877;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Leavenwealth Capital, LLC, a property tax rebate for the fiscal year 2025-2026 taxes in the amount of $29,877 is hereby approved.

PASSED this 20th 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 Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary:
Resolution Approving Property Tax Rebate to the Jasper Point Plaza, LLC Property According to the Approved Development Agreement

Financial Impact:
$12,816 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Report Number: 2025-1228
Date:
October 20, 2025
Lead Department:
Administration
Recommendation:
Approve

Background:
In February of 2022 the City of Newton approved a Development Agreement with Hopkins Properties LLC on the property located at 1108-1130 1st Ave E, within the 1st Avenue East Urban Renewal Area. In May 2022 the City of Newton approved the Assignment of Development Agreement between Hopkins Properties LLC ("Assignor") and Jasper Point Plaza, LLC ("Assignee"). The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Jasper Point Plaza, LLC in Fiscal year 25/26.

Jasper Point Plaza, LLC has provided documentation that the 1st half of the 1st Avenue East Urban Renewal Area property taxes owed in 2025-26 in the amount of $25,257 have been paid to the Jasper County Treasurer and is eligible for a rebate of $12,816.

Recommendation:
Staff recommends approval of the attached Resolution approving the tax rebate payment to Jasper Point Plaza, LLC.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _______

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE JASPER POINT PLAZA, LLC PROPERTY LOCATED WITHIN THE 1ST AVENUE EAST URBAN RENEWAL AREA

WHEREAS, the City of Newton (City) has established the 1ST Avenue East Urban Renewal Area; and

WHEREAS, a Development Agreement with Hopkins Properties LLC was entered into in February of 2022 on property located at 1108-1130 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

WHEREAS, in May 2022 the City of Newton approved the Assignment of Development Agreement between Hopkins Properties LLC (“Assignor”) and Jasper Point Plaza, LLC (“Assignee”), and

WHEREAS, said Agreement states the City will provide Jasper Point Plaza, LLC a 100% TIF Property Tax Rebates in Fiscal Year 25-26, and

WHEREAS, the Developer has paid its property taxes for the 1st half of 2025-2026 in the total amount of $25,257 and is eligible to receive a TIF rebate of $12,816 per the agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Jasper Point Plaza, LLC, a property tax rebate for the 1st half of fiscal year 2025-2026 taxes in the amount of $12,816 is hereby approved.

PASSED this 20th day of October, 2025.

APPROVED this _______ day of October, 2025.

____
Evelyn George, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

GET TO KNOW Newton

Item:
Resolution awarding a contract for the 2025 Sidewalk Nuisance Project

Summary:
Award Contract to Jerry Keenan Concrete for the 2025 Sidewalk Nuisance Project

Financial Impact:
$2,390.00 from Public Works administration general funds, with reimbursement from property assessments

Report Number: 2025-1231

Date:
October 20, 2025

Lead Department:
Public Works

Recommendation:
Approve

Background:
In accordance with City Code Section 154.019, abutting property owners are responsible for maintaining sidewalks in good repair. If the property owner fails to correct defective sidewalk conditions after proper notice, the City may repair the sidewalk and assess the costs to the property.

City staff inspected the sidewalks abutting 811 W 3rd St S and found a Repair Code “B” defect consisting of approximately 8 feet of failed sidewalk. Additionally, the property at 418 N 4th Ave E was found to have a sidewalk in need of repair due to the use of the right-of-way as a driveway, classified as a Repair Code “C” defect.

A formal notice was issued to the property owners providing 30 days to replace the defective sidewalk per city code section 154.019. The property owners did not complete the required work or contact city officials within the specified timeframe, resulting in noncompliance with City Code requirements.

Also, as part of this project, additional sidewalks within city-maintained areas will be replaced to comply with city code. To ensure public safety and compliance with City sidewalk maintenance standards, the City solicited pricing from qualified contractors to perform the required repairs. Based on a review of quotes, Jerry Keenan Concrete provided the lowest responsive and responsible quote to complete the work at a cost of $2,390.00.

The contractor will remove and replace defective sidewalk sections in accordance with City specifications. Upon completion, costs will be assessed against the property in the same manner as property taxes.

Recommendation:
Award the project to the lowest, responsive, responsible bidder, Jerry Keenan Concrete of Newton, IA, in the amount of $2,390.00, to be paid for from Public Works administration general funds with reimbursement from assessment to the property.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION AWARDING CONTRACT FOR THE 2025 NUISANCE SIDEWALK PROJECT

WHEREAS, in accordance with City Code Section 154.019, abutting property owners are responsible for maintaining sidewalks in good repair. If the property owner fails to correct defective sidewalk conditions after proper notice, the City may repair the sidewalk and assess the costs to the property; and

WHEREAS City staff inspected the sidewalks abutting 811 W 3rd St S and found a Repair Code “B” defect consisting of approximately 8 feet of failed sidewalk. Additionally, the property at 418 N 4th Ave E was found to have a sidewalk in need of repair due to use of the right of way as a driveway, classified as a Repair Code “C” defect; and

WHEREAS, A formal notice was issued to the property owners providing 30 days to replace the defective sidewalk per city code section 154.019. The property owners did not complete the required work or contact city officials within the specified timeframe, resulting in noncompliance with City Code requirements; and

WHEREAS, additional sidewalks within city-maintained areas will be replaced to comply with city code; and

WHEREAS, to ensure public safety and compliance with City sidewalk maintenance standards, the City solicited pricing from qualified contractors to perform the required repairs. Based on review of quotes, Jerry Keenan Concrete provided the lowest responsive and responsible quote to complete the work at a cost of $2,390.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from Jerry Keenan Concrete of Newton, IA, in the amount Two Thousand Three Hundred and Ninety dollars and Zero cents ($2,390.00) for the 2025 Nuisance Sidewalk Project, as described in the plans and specifications, is hereby accepted; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Jerry Keenan Concrete of Newton, IA, for the 2025 Nuisance Sidewalk Improvements Project, as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk on behalf of the City. The City shall utilize Public Works administration general funds, which will be reimbursed by property assessments.

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 Amendment #001 to Agreement for Professional Services Between City of Newton, Iowa, and Bolton and Menk for 2025-01 Iowa Speedway Dr Sidewalk Project

Summary:
Amendment to previously approved engineering agreement

Financial Impact:
$13,750.00 from RUT funds

Report Number: 2025-1240

Date:
October 20, 2025

Lead Department:
Public Works

Recommendation:
Approve

Background:
The original Agreement for Professional Services for the 2025-01 Iowa Speedway Dr Sidewalk Project was approved on July 8th, 2025 (Resolution 2025-099).

Required adjustments to the plan design, the addition of traffic signal improvements, and needed easements necessitate an amendment to the agreement.

The additional fee of $13,750 shall be paid for using RUT Funds.

Recommendation:
City staff recommneds approval of amendment #001 to the 2025-01 Iowa Speedway Dr Sidewalk Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION APPROVING AMENDMENT #001 TO A PROFESSIONAL SERVICES AGREEMENT FOR 2025-01 IOWA SPEEDWAY DR SIDEWALK PROJECT

WHEREAS, the original Agreement for Professional Services for the 2025-01 Iowa Speedway Dr Sidewalk Project was approved on July 8, 2025 (Resolution 2025-099); and

WHEREAS, required adjustments to the plan design, the addition of traffic signal improvements, and needed easements necessitate an amendment to the agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that: Amendment #001 to Agreement for Professional Services is hereby approved, and the additional fee of $13,750.00 shall be paid for using RUT Funds.

PASSED this ______ day of October 2025.

APPROVED this ______ day of October 2025.

____
Evelyne George, Mayor

ATTEST:

____
Katrina Davis, City Clerk

AMENDMENT #001 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF NEWTON, IOWA AND BOLTON & MENK, INC.

This AMENDMENT #001 ("Amendment") to the original Agreement for Professional Services between City of Newton, Iowa ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated March 17, 2025 (the "Agreement") is made and entered into on this _____ day of October, 2025.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering design services in connection with the E 31st Street Speedway Drive sidewalk Project (the "Project");

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Exhibits A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #001 to be executed by their duly authorized representatives on the dates written below.

CITY OF NEWTON	BOLTON & MENK, INC.
SIGNED: ____________________	SIGNED: Matthew D. Ferrier
NAME: ____________________	NAME: Matthew Ferrier, P.E.
TITLE: ____________________	TITLE: Principal Engineer
DATE: ____________________	DATE: 10/14/2025

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001

This **SCOPE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. Bring the preliminary drawings to 100% design stage based on direction from City staff. Design drawings will include a five-foot-wide sidewalk along the east right of way from 1st Ave E south to the northern entrance to Wal Mart.
2. Develop the design and construction drawings for traffic signal modifications at 1st Ave E and Iowa Speedway Drive/ E 31st Street. Traffic signal modifications to include
    a. New detection loops in the pavement, six (6)
    b. New pedestrian pushbuttons (APS), four (4)
    c. New 16-inch LED Pedestrian Signal Head Side of Pole Mount, four (4)
    d. New Aluminum Pedestal Pole – 5-foot height, four (4)
    e. Traffic Sign, R10-3eL (9” x 12”), Pole Mounted, four (4)
3. Provide legal descriptions for temporary easement or right of entry acquisition for three (3) properties along E 31st Street. City staff will acquire temporary easements or right of entry
    a. 104 Iowa Speedway Drive
    b. 200 Iowa Speedway Drive
    c. 300 Iowa Speedway Drive

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Deliverable 1	Final Design Drawings, OPC	$5,350
Deliverable 2	Final design drawings for Traffic Signal Modifications	$6,950
Deliverable 3	Legal descriptions for City's use in temp easement/right of entry acq.	$1,450
Deliverable 4		
Deliverable 5		
Deliverable 6		
	THIS AMENDMENT Sub-Total	
	(Less Reduction in Fee -if any)	
	THIS AMENDMENT TOTAL	$13,750

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEEMNT	Describe (if needed)	$27,300.00
AMENDMENT #001 CHANGE (10/13/2025)	Final Design/ Legal Descriptions	$13,750.00
	NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED	$41,050.00

2. SCHEDULE: Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed by **December 31, 2025.**

City of Newton Council Report

Item: Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services **Summary:** This Resolution allows supplemental reimbursement from the Federal Government through the Iowa Department of Human Services through the GEMT program. **Financial Impact:** Average Net Revenue for past five years is $218,398.	**Report Number:** 2025-1241 **Date:** October 20, 2025 **Lead Department:** Fire **Recommendation:** Approve

Background:
The Ground Emergency Medical Transportation (GEMT) Program is a voluntary program that allows publicly owned or operated emergency ground ambulance transportation providers to receive supplemental payments that cover the difference between a provider's actual costs per GEMT transport and the Medicaid base payment, mileage and other sources of reimbursement.

Providers receive cost-based, supplemental payments on a prospective basis for emergency ground ambulance transportation of Medicaid Fee-for-Service (FFS) and Medicaid managed care (MCO) members under Title XIX of the federal Social Security Act (SSA) and the Affordable Care Act (ACA) only. The GEMT program authority comes from House File 2285 which was passed in the 2018 Legislative session and required the Department of Human Services to complete a State Plan Amendment to establish the ground rules for the supplemental reimbursement program.
Eligible providers who choose to participate in the GEMT program must do the following:

- Notify the Iowa Medicaid Enterprise (IME) Provider Cost Audit and Rate Setting (PCA) Unit
- Complete a Provider Agreement
- Complete an Intergovernmental Transfer Agreement
- Complete and submit the GEMT Program cost report.

Staff has included the Intergovernmental Transfer Agreement for use with the Iowa Department of Human Services and is working to prepare the Cost Report as required.

Recommendation:
Staff recommends approval of the Intergovernmental Transfer Agreement and Provider Agreement per recommendation from the Newton Fire Department.

Matt Muckler, City Administrator

RESOLUTION NO. 2025–______

RESOLUTION AUTHORIZING THE CITY OF NEWTON DBA NEWTON FIRE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL TRANSFER AGREEMENT, IGT FUNDING CERTIFICATION, AND GEMT PROVIDER AGREEMENT FOR THE GROUND EMERGENCY MEDICAL TRANSPORT (GEMT) SUPPLEMENTAL REIMBURSEMENT PROGRAM WITH THE IOWA DEPARTMENT OF HUMAN SERVICES.

WHEREAS, the Newton Fire Department provides fire protection and ambulance service to the City of Newton, and

WHEREAS, the reimbursement for ambulance services provided to patients covered by Iowa Medicaid Enterprises through the Department of Human Services is far less than the actual cost of providing those services, and

WHEREAS, the Iowa Legislature passed legislation in 2018 requiring the Department of Human Services to develop a program to provide federal supplemental reimbursement to ambulance services for the shortfall, and

WHEREAS, the program has been developed and approved by the Center for Medicare Services, and is named the Ground Emergency Medical Transport program, and

WHEREAS, each year the Fire Department needs to enter into agreements with the Iowa Department of Human Services, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa the attached agreements having the City enter into an Intergovernmental Transfer Agreement (IGT), IGT Funding Certification, and GEMT Provider Agreement with the Iowa Department of Human Services is approved and authorizes the Fire Chief to execute the agreements.

PASSED this _______ day of October, 2025.

APPROVED this _______ day of October, 2025.

____
Evelyn George, Mayor

ATTEST:

____
Katrina Davis, City Clerk

IOWA | Health and Human Services

Clear Form

PROVIDER PARTICIPATION AGREEMENT

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST PROSPECTIVE PAYMENT PROGRAM

Provider Name: City of Newton dba Newton Fire Department

Provider NPI Number: 1538161344

Statement of Intent

The purpose of this Agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the Provider's compliance with the requirements and responsibilities set forth in this Agreement.

Provider Responsibilities

By entering into this Agreement, the Provider agrees to the following:

A. Provider agrees to comply with each of the following, as periodically amended:
   1. Title XIX of the Social Security Act
   2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
   3. Iowa Medicaid State Plan
   4. State issued policy directives, including the Iowa Medicaid Ambulance Provider Manual
   5. Terms of the Provider's Iowa Medicaid Provider Enrollment Agreement

B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this Agreement. The Provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this Agreement shall be sufficient cause for the state to deny or recoup payment to the Provider as well as terminate this Agreement.

C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
   1. Submit annually the GEMT Program cost report to Iowa Medicaid
   2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
   3. If the allowance of an expense or appropriateness of an expense cannot

be determined by the state because fiscal records or other documentation is not present or is inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

D. Provider agrees to submit within the timeframes determined by the State, transfer of the non- federal share of the GEMT uncompensated cost reimbursement according to the Intergovernmental Transfer of Public Funds Agreement prior to the uncompensated cost prospective payments from HHS.

E. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this Agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the Provider does not have any uncompensated care costs, the Provider will not receive a payment under this program.

F. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

Limitations of State Liability

A. Notwithstanding any other provision of this Agreement, the HHS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services.

B. To the extent that a federal audit disallowance and interest results from costs for which the Provider has received reimbursement, the HHS shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the HHS applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.

C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the Provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the Provider, the HHS shall be held harmless by the Provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2026. This Agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

10/20/2025

GEMT Provider Signature

Date

Jarrod Wellik, Fire Chief

GEMT Provider Printed Name

INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT BETWEEN THE IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND

City of Newton dba Newton Fire Department

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Health and Human Services (HHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the HHS from the GEMT Provider to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the HHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Attachment A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall always comply with all requirements of the SPA.

2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such Provider Agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the HHS.

3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to HHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by HHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to HHS equivalent to the non-federal share of the payments to be made upon notification by HHS.

4. **Funds Certification**. The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. Record Retention and Access. The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid

cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to all state or federal oversight authorities immediately upon request.

6. Notices: Any written notice required by this Agreement shall be sent to:

For: City of Newton dba Newton Fire Department

GEMT Provider

Printed Name: Jarrod Wellik

Title: Fire Chief

Address: 410 S 2nd Ave W, Newton, IA 50208

Email Address: jarrodw@newtongov.org

For HHS:

Printed Name: Iowa Department of Health and Human Services

Title: Iowa Medicaid

Address: 321 E. 12th Street

Des Moines, IA 50319

Email Address: costaudit@hhs.iowa.gov

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed because of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an “overpayment” subject to return to the HHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. Assignment: This Agreement is not assignable.

9. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the HHS and the GEMT Provider.

10. Amendment: This Agreement may be modified at any time by the written agreement of both parties.

11. Term & Termination: This Agreement covers the period beginning on or after July 1, 2027, and ending June 30, 2028. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.

12. Execution: In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

City of Newton dba Newton Fire Department

GEMT Provider Name

Jarrod Wellik

Digitally signed by Jarrod Wellik
DN: cn=Jarrod Wellik, o=City of Newton (Iowa), ou=Newton Fire Department, email=jarrodw@newtongov.org, c=US
Date: 2025.10.13 13:56:03 -05'00'

Authorized Representative Signature

10/20/2025

Date

Jarrod Wellik

Authorized Representative Printed Name

Fire Chief

Authorized Representative Title

Iowa Department of Health and Human Services

Director

Date

Attachment A – Approved State Plan Amendment IA-19-002

Methods and Standards for Establishing Payment Rates for Other Types of Care

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.
2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.
3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.
4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. "Eligible GEMT Provider" means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:

    a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.

    b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.

    c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.

6. "Dry Run" means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.

7. "GEMT Transport" means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.

8. "GEMT Services" means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.

    a. "Advanced Life Support" means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. "Limited-Advanced Life Support" means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.

c. "Basic Life Support" means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.

9. "Service Period" means the period from July 1 through June 30 of each SFY.

10. "Shift" means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.

2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.

4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services (**excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred**) divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred**) provided for the applicable service period.

   a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.

c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.

d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.

2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.

4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.

5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.

2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.

3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.

2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.

3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

City of Newton Council Report

Item:
Resolution approving Change Order 04 to the contract for the City of Newton Fire Department Engine Bay Floor Reinforcing Project

Summary:
Approve change order for additional work resulting from on-site conditions.

Financial Impact:
Council previously approved a contract for a total of $122,688.00 and change orders 01, 02, and 03. This action would approve Change Order 04 in the amount of $32,800.00 for a grand total of $155,488.00. Funds are to be allocated from capital funding account 312-1050-67231, which includes $6,085.66 of remaining funds for the project, $20,000 funds for Windows & HVAC City Hall, and $15,941.34 of interest income.

Report Number: 2025-1250
Date:
October 20, 2025
Lead Department:
Fire
Recommendation:
Approve

Background:
A structural engineer inspected the floor of the engine bay in preparation for the delivery of a new ladder truck much heavier than the existing ladder truck. This was done to ensure the floor could support the new truck and would not cause structural damage to the fire engine bay. After inspection, the engineer designed a plan to construct an additional load-bearing wall to increase capacity of the existing joist and beams. Sealed bids were received and opened on Jan 9, 2025. Newton City Council awarded a contract to Minturn, Inc. for $107,725.00 on July 7, 2025. Site conditions resulted in increased charges witnessed in Change Order 01 forf $6,078.00. Other work revealed an existing construction defect requiring additional materials witnessed in Change Order 02 for $332.00. Change Order 03 was for the engineering review of the FRP Design, Calculations and Stamped Drawings for $8,563.00. Change Order 04 is for additional work required to complete the job for $32,800.00. The new contract amount is a grand total of $155,488.00. This work will extend the term of the contract by zero (0) days and final date of completion of Mar 4, 2026. The Fire Chief has reviewed the Change Order Form and confirmed the conditions found and work estimate submitted.

Original Contract	$107,750.00
Change Order 01	$ 6,078.00
Change Order 02	$ 322.00
Change Order 03	$ 8,563.00
Change Order 04	$ 32,800.00
Revised Contract	$155,488.00

Recommendation:
City staff recommends approving Change Order 04 for the City of Newton Fire Department Engine Bay Floor Reinforcing Project in the amount of $32,800.00 resulting in a new contract amount of $155,488.00 and a substantial completion date of March 4, 2026.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION APPROVING CHANGE ORDER 04 TO THE CONTRACT FOR THE CITY OF NEWTON FIRE DEPARTMENT ENGINE BAY FLOOR REINFORCING PROJECT

WHEREAS, A structural engineer inspected the floor of the engine bay in preparation for the delivery of a new ladder truck much heavier than the existing ladder truck. This was done to ensure the floor could support the new truck and would not cause structural damage to the fire engine bay. After inspection, the structural engineer designed a plan to construct an additional load-bearing wall and increase the capacity of the existing joist and beams; and

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

WHEREAS, contract was prepared and approved by Resolution #2025-020 in the amount of One Hundred Seven Thousand Seven Hundred Twenty-Five Dollars and Zero Cents ($107,725.00) and a Substantial Completion Date of 4/30/2025, with Minturn Inc. of Brooklyn, Iowa by City Council on July 20, 2025; and

WHEREAS, changes to the work were presented on Change Order 01 approved by Resolution #2025-145 increasing the contract cost in the amount of Six Thousand Seventy Eight Dollars and Zero Cents ($6,078.00) and added an additional seven (7) days to the contract time; and

WHEREAS, changes to the work were presented on Change Order 02 approved by resolution #2025-192 on 5/5/2025 increased the contract cost in the amount of Three-Hundred Twenty Two Dollars and Zero Cents ($322.00) and added an additional zero (0) days to the contract time; and

WHEREAS, changes to the work were presented on Change Order 03 approved by resolution #2025-193 on 5/5/2025 increased the contract cost in the amount of Eight Thousand Five-Hundred Sixty Three Dollars and Zero Cents ($8,563.00) and added an additional three-hundred one (301) days to the contract time; and

WHEREAS, changes to the work were presented on Change Order 04 require increasing the contract cost in the amount of Thirty-two Thousand Eight-Hundred Dollars and Zero Cents ($32,800.00) and added an additional zero (0) days to the contract time; and

WHEREAS, City staff recommends that the City of Newton approve Change Order 04 to the contract to Minturn, Inc. of Brooklyn, IA, for the City of Newton Fire Department Engine Bay Floor Reinforcing Project in the amount of $32,800.00 and update the Substantial Completion Date to 3/4/2026..

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that Change Order 04 proposed by Minturn, Inc. of Brooklyn, IA, in the amount Thirty-two Thousand Eight-Hundred Dollars and Zero Cents ($32,800.00) and added an additional zero (0) days to the contract time for the City of Newton Fire Department Engine Bay Floor Reinforcing Project as described in the plans and specifications, is hereby accepted with a new contract amount of One Hundred Fifty-Five Thousand Four Hundred Eighty-Eight Dollars and Zero Cents ($155,488.00) and a Substantial Completion Date of 3/4/2026 with the cost to be paid utilizing capital funding account 312-1050-67231, which includes $6,085.66 of remaining funds for the project, $20,000 funds for Windows & HVAC City Hall, and $15,941.34 of interest income.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that Change Order 04 proposed by Minturn, Inc. of Brooklyn, IA, for the City of Newton Fire Department Engine Bay Floor Reinforcing Project as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk 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

CHANGE ORDER

PROJECT: Newton Fire Department Reinforcing		**CHANGE ORDER NUMBER:**	004
		DATE:	8/8/2025
		OWNER:	City of Newton
LOCATION Newton, Iowa		**ARCHITECT:**	Tometich Engineering, Inc.
		CONTRACTOR:	Minturn, Inc.

The Contract is changed as follows:
FRP Installation on the 4 beams furthest east in bay AB with the removal & reinstallation of CMU walls as needed to complete FRP installation.

Not valid until signed by the Owner and Contractor.

The original Contract Sum was	$107,725
Net change by previously authorized Change orders	$14,963
The Contract Sum prior to this Change order was	$122,688
The Contract Sum will be increased	
by this Change Order in the amount of	$32,800
The new Contract Sum including this Change order will be	$155,488
The Contract Time will be increased by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	3/4/2026

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Tometich Engineering, Inc.	MINTURN, INC	City of Newton
ARCHITECT	**CONTRACTOR**	**OWNER**
	Chris Younker, Project Manager	
	NAME AND TITLE	**NAME AND TITLE**
	Chris Younker	
	SIGNATURE	**SIGNATURE**
	8/8/2025	
	DATE	**DATE**

PROPOSAL 04 **07/24/25**
DESCRIPTION OF WORK:
FRP Installation, 2 courses of CMU removal and install.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TOTAL
LABOR					
REMAINING FRP INSTALL SCOPE	(11)	%	$16,100.00	($1,771)	
SUPERINTENDENT	108	HR	$52.50	$5,670	
FOREMAN	108	HR	$35.00	$3,780	
LABORER	108	HR	$30.00	$3,240	
TOTAL LABOR					**$10,919**
TOTAL LABOR BURDEN @ 60%					**$6,551**
EQUIPMENT					
3/4 TON PICKUP	108	HR	$19.70	$2,128	
1 TON TRUCK	108	HR	$18.85	$2,036	
ENCLOSED TRAILER	108	HR	$6.94	$750	
TOTAL EQUIPMENT					**$4,913**
MATERIAL					
CFRP Material (Pay App Remaining)	(4.00)	%	$15,000.00	($600)	
CFRP Material	1.00	LS	$4,160.00	$4,160	
Containment Material	1.00	LS	$300.00	$300	
CMU Materials	1.00	LS	$1,149.00	$1,149	
TOTAL MATERIAL					**$5,009**
SUBCONTRACT					
B Squared Engineering, LLC	1	LS	($2,500.00)	($2,500)	
Electrical Sub	1	LS	$2,970.00	$2,970	
TOTAL SUBCONTRACT					**$470**
OTHER					
Dumping	1	LS	$100.00	$100	
TOTAL OTHER					**$100**
TOTAL LABOR, EQUIPMENT, MATERIAL, SUBCONTRACT, AND OTHER					**$27,962**
TOTAL CONTRACTOR'S FEE @ 15%					**$4,194**
SUBTOTAL					**$32,157**
TOTAL BOND & INSURANCE @ 2%					**$643**
TOTAL					**$32,800**

THE CONTRACT TIME WILL BE INCREASED BY (0) CALENDAR DAYS

MINTURN

CHANGE ORDER NUMBER: 004
Project Name: Newton Fire Department Reinforcing

Change Order Detailed Breakdown

A					B	G		H	I	J	K
ITEM	DESCRIPTION	UNIT	CONTRACT QTY	CONTRACT UNIT PRICE	CONTRACT TOTAL	STORED	TOTAL QTY	TOTAL AMOUNT	PERCENT COMPLETE	BALANCE TO FINISH	Notes
01	Mobilization	LS	1.00	$10,500.00	$10,500.00	$0.00	1.00	$10,500.00	100.00%	$0.00	
02	Demo of Existing Concrete	LS	1.00	$14,200.00	$14,200.00	$0.00	1.00	$14,200.00	100.00%	$0.00	
03	New Concrete Footing	LS	1.00	$8,100.00	$8,100.00	$0.00	1.00	$8,100.00	100.00%	$0.00	
04	New Concrete Slab	LS	1.00	$3,100.00	$3,100.00	$0.00	1.00	$3,100.00	100.00%	$0.00	
05	CMU Wall Material	LS	1.00	$2,500.00	$2,500.00	$0.00	1.00	$2,500.00	100.00%	$0.00	
06	CMU Wall Constuction	LS	1.00	$13,200.00	$13,200.00	$0.00	1.00	$13,200.00	100.00%	$0.00	
07	Misc. Metals Materials (Steel Lintel & Ledger)	LS	1.00	$3,000.00	$3,000.00	$0.00	1.00	$3,000.00	100.00%	$0.00	
08	Misc. Metals Install	LS	1.00	$9,900.00	$9,900.00	$0.00	1.00	$9,900.00	100.00%	$0.00	
09	**FRP Materials**	**LS**	**1.00**	**$15,000.00**	**$15,000.00**	**$0.00**	**0.96**	**$14,400.00**	**96.00%**	**$600.00**	
CO4	FRP Materials	LS	(0.04)	$15,000.00	-$600.00	$0.00	0.00	$0.00	0.00%	($600.00)	Original scope value of remaining material to be installed.
10	**FRP Install**	**LS**	**1.00**	**$16,100.00**	**$16,100.00**	**$0.00**	**0.89**	**$14,329.00**	**89.00%**	**$1,771.00**	
CO4	FRP Install	LS	(0.11)	$16,100.00	-$1,771.00	$0.00	0.00	$0.00	0.00%	($1,771.00)	Original scope value to install remaining material.
11	Electrical	LS	1.00	$3,600.00	$3,600.00	$0.00	1.00	$3,600.00	100.00%	$0.00	
12	Plumbing	LS	1.00	$3,500.00	$3,500.00	$0.00	1.00	$3,500.00	100.00%	$0.00	
13	Testing	LS	1.00	$2,500.00	$2,500.00	$0.00	1.00	$2,500.00	100.00%	$0.00	
14	Final Clean	LS	1.00	$2,525.00	$2,525.00	$0.00	0.85	$2,146.25	85.00%	$378.75	Original scope value to be utilized upon completion of CO4.
CO1	Soft Soils Change Order	LS	1.00	$6,078.00	$6,078.00	$0.00	1.00	$6,078.00	100.00%	$0.00	
CO2	Ledger Add	LS	1.00	$322.00	$322.00	$0.00	1.00	$322.00	100.00%	$0.00	
CO3	Design Evaluation & Calc	LS	1.00	$8,563.00	$8,563.00	$0.00	1.00	$8,563.00	100.00%	$0.00	
CO4	Design Evaluation & Calc	LS	1.00	-$2,500.00	-$2,500.00	$0.00	0.00	$0.00	0.00%	($2,500.00)	Unused design budget to be returned to owner
CO4	**CO4 FRP INSTALL**	**LS**	**1.00**	**$37,671.00**	**$37,671.00**	**$0.00**	**0.00**	**$0.00**	**0.00%**	**$37,671.00**	Labor & Materials required to install new FRP on the 4 beams furthest east in bay AB with the removal & reinstallation of CMU walls as required
					155,488.00			119,938.25	77.14%	$35,549.75	

City of Newton Disbursements 10-21-2025

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	$ 536.19
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	$ 4,333.24
Alliant Energy/IPL	All	Utilities	$ 104,528.51
Amazon Capital Services	All	Supplies	$ 3,121.52
American Heart Association Inc	Fire	Service	$ 42.65
Ascensus	Administration	Services	$ 1,100.00
AutoZone Parts Inc	Water Pollution Control	Supplies	$ 12.60
Bendlin, Stephanie	Private Incentives RESO: 2021-208	Incentives	$ 10,000.00
Bing Bang	North Central TIF RESO: 2025-259	Services	$ 6,158.34
Bound Tree Medical LLC	Fire	Supplies	$ 362.27
Brick Gentry P.C.	Legal Services\D&D	Service	$ 19,364.76
Budget Repair	Fire	Service	$ 260.00
C. H. McGuiness Co Inc	Water Pollution Control	Supplies	$ 1,327.62
Card Services	All	Supplies	$ 4,880.10
Carolina Software	Landfill	Service	$ 500.00
Caselle LLC	Finance	Services	$ 9,208.00
Chamber of Commerce	Parks	Service	$ 1,350.00
Computer Resource Specialists	Police/Admin/Water Treatment	Service	$ 2,915.16
Corso, Darren	Parks	License	$ 20.00
Dannen, Ryan	D & D	Services	$ 2,467.50
Department of Veterans Affairs	Fire	Refund	$ 1,110.82
Dodd Trash Hauling & Recycling	Solid Waste	Service	$ 2,373.42
Dorsey & Whitney LLP	All	Service	$ 33,615.00
Ecosystems Inc	WPC RESO:2025-072	Service	$ 41,253.08
Electronic Engineering	Police	Service	$ 669.25
EMS MC Inc	Fire	Service	$ 7,821.77
EZ Lease	Water Pollution Control / Fire	Service	$ 251.01
Fareway	Utility Billing / Parks	Supplies	$ 27.95
Fink, Keith	Engineering	Reimb	$ 7.05
Fire Service Training Bureau	Fire	Service	$ 50.00
Forbes Office Solutions	Golf/WPC/Landfill/PW Admin	Supplies	$ 644.52
Frasier, Lisa	Finance	Dues	$ 50.00
Frontline Therapy LLC	Police	Service	$ 1,760.00
Fueston, Kyle & Holly	I&I Program	Reimbursement	$ 550.00
Galls LLC	Fire	Supplies	$ 739.01
Geers, Dan	Police	Service	$ 100.00
General Traffic Controls Inc	Traffic Control RESO:2025-376	Service	$ 8,025.00
Gilbert Lawn Care and Snow Removal LLC	City Center	Service	$ 971.00
Gralnek-Dunitz	Water Distribution	Supplies	$ 7.00
Gregg Young Auto Center	Police	Service	$ 153.14
Gronewold Bell Kyhnn & Co PC	Finance	Service	$ 288.00
Hach Co	Water Treatment Plant	Supplies	$ 439.90
Harter, Troy	Utility Billing	Refund	$ 9.22
Hawkeye Lock & Security	Water Pollution Control	Service	$ 89.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	$ 9,063.41
HD Supply	Parks	Supplies	$ 650.36
HLW Engineering Group	Landfill	Service	$ 2,755.00
Hobbs, William	Fire	Refund	$ 102.85

Hutchinson Salt Company	Snow Removal	Supplies	$	5,328.55
Hy-Vee Inc	Fire/Water Treatment	Supplies	$	90.30
IMWCA	All	Service	$	19,126.00
Iowa Association of Municipal Utilities	Water Distribution	Service	$	175.00
Iowa Dept of Agriculture & Land Steward	Landfill	Service	$	84.00
Iowa Dept of Natural Resources	Landfill	Service	$	26,992.23
Iowa Fire Chiefs Association	Fire	Supplies	$	75.00
Iowa Law Enforcement Academy	Police	Service	$	1,775.00
Iowa One Call	Engineering/WPC	Service	$	240.40
Iowa Park & Recreation Association	Parks	Conference	$	525.00
Iowa Plains Signing Inc	Water Distribution	Supplies	$	3,000.00
Iowa Prison Industries	Cemetery	Service	$	1,192.50
Jasper Construction Services	Water Distribution	Supplies	$	150.80
Jasper County Homeland Security	Fire	Service	$	23,640.00
Jasper County Sheriff	Building/Fire	Serivces	$	810.80
Jensen Ford Lincoln	Police	Service	$	68.40
JETCO Inc	Water Pollution Control	Service	$	1,059.00
Johnson Aviation	Airport	Reimb	$	55.78
JP Party Rentals LLC	Police	Supplies	$	850.75
Key Cooperative	All	Fuel	$	11,161.20
Kinetic Edge Physical Therapy	Police\Street	Service	$	321.00
Kirkham Michael	Airport RESO: 2024-052	Service	$	4,058.14
KNIA-KRLS	Fire	Service	$	99.75
Logan Contractors Supply	Street/City Garage	Supplies	$	3,110.09
Loomis, Zach	Utility Billing	Refund	$	21.17
Lyman, Rick	D & D	Services	$	1,680.00
Magnum Automotive	Fire	Service	$	558.44
Manatts - D.M.	Street	Supplies	$	3,683.46
Martin Marietta Materials	Street	Supplies	$	2,376.18
McFarland Clinic	Police	Service	$	17.25
McMaster-Carr	Water Pollution Control	Supplies	$	132.79
Metro Waste Authority	Landfill	Service	$	9,131.81
Mettler, Donna	Fire	Refunds	$	55.41
Microbac Laboratories Inc	Water Treatment Plant/WPC	Service	$	5,316.75
Mid-America Pump & Supply Inc	Water Treatment	Supplies	$	9,300.93
Mississippi Lime Company	Water Treatment Plant	Supplies	$	24,311.73
Morgan, Matt	Police	Service	$	200.00
MTI Distributing Inc	Golf	Service	$	2,510.49
Municipal Collections of America Inc	Fire	Refund	$	473.37
Municipal Supply Inc	Water Distribution/WPC	Supplies	$	3,783.32
NAPA Auto Parts	All	Supplies	$	671.83
National Band & Tag	Police	Supplies	$	564.66
News Printing Company	All	Publication	$	1,914.02
Newton Classic Car Wash	Police	Service	$	994.31
Newton Community School	Police	Service	$	15.00
Newton Development Corp	All	Service	$	600.00
Niemann Ace Hardware 650	All	Supplies	$	342.29
Phelps Uniform Specialists	All	Service	$	320.34
Plowman, Chad	Police	Reimbursement	$	52.49
Prairie Ag Supply	Parks	Supplies	$	432.86
Pure Fitness Innovations	Police	Supplies	$	787.00

Quindt, Mark	Fire	Refund	$ 149.80
R&R Products Inc	Golf	Supplies	$ 376.10
RACOM Corporation	Fire	Service	$ 637.00
Rasmussen, Kathy	Utility Billing	Refund	$ 64.22
Ray, Randy	Police/ D&D	Service	$ 2,495.12
Reeves Heating & Cooling	City Center/Airport	Service	$ 894.38
Ryan's Tire & Auto	Parks/City Garage	Supplies	$ 3,187.00
Sangoma US	Utility Billing	Services	$ 523.87
Service Master of Newton	Airport	Service	$ 225.00
Sharkey, Kim	Utility Billing	Refund	$ 39.22
Southwestern Sales Company	Landfill	Supplies	$ 10,527.60
Spahn & Rose Lumber Co	Parks/Street	Supplies	$ 77.67
Spectrum Paint Company	Water Treatment Plant	Supplies	$ 168.24
Spence, Gary & Cheryl	Private Incentives RESO:2021-208	Incentives	$ 10,000.00
State Hygienic Laboratories	Water Treatment Plant	Service	$ 412.50
State Steel of Des Moines	Water Pollution Control	Supplies	$ 224.80
Strand Asscociates Inc	Water Pollution Control	Service	$ 2,322.25
Subsurface Solutions	Water Distribution	Supplies	$ 2,644.02
T2 Systems Inc	Police	Service	$ 30.71
Tek To Tek	Tort Liability	Service	$ 2,798.00
Theisen's	All	Supplies	$ 984.97
Theisen's Marshalltown	Cemetery	Supplies	$ 649.99
Town & Country Wholesale Co	Golf	Concessions	$ 1,277.15
Turfwerks	Golf	Supplies	$ 1,973.72
Two Rivers Cooperative	Water Treatment Plant/Landfill	Supplies	$ 10,692.28
Unison Solutions Inc	WPC RESO:2024-323	Supplies	$ 595.00
United Rentals (North America) Inc	Animal Control	Supplies	$ 3,325.00
United Way of Jasper County	Executive	Services	$ 500.00
UnityPoint Clinic-Occupational	Water Dist/Street/Water Treat	Service	$ 252.00
USABlueBook	Water Pollution Control	Supplies	$ 1,091.94
Utility Equipment Co	Water Distribution	Supplies	$ 1,215.00
Van Maanen Electric Inc	Airport/Parks	Supplies	$ 814.80
Veenstra & Kimm Inc	Building	Services	$ 6,234.50
Warnick Mechanical	Water Distribution	Service	$ 1,305.40
Wellpoint	Fire	Refund	$ 47.95
Xerox Corporation	Police	Service	$ 250.11
Z Marie's	Executive	Service	$ 1,168.40
Zoll	Fire	Supplies	$ 957.42
Grand Totals:			**$ 531,435.94**

Pre-Authorized Payments

AT&T Mobility	Landfill	Utilities	$ 137.06
Doll Distributing	Golf	Concessions	$ 664.95
GG 115 LLC	North Central TIF RESO 2025-373	Tax Rebate	$ 2,910.00
Joyce Halblom	North Central TIF	RESO 2025-228/162	$ 2,322.70
Keg 1 Iowa LLC	Golf	Concessions	$ 330.20
Kline Electric Inc	Parks	RESO 2025-224	$ 278,810.01
McCann Housing Associates LP	McCan Urban Renewal	RESO 2025-374	$ 45,535.20
Randy Caldwell	North Central TIF	RESO 2025-135/136	$ 2,250.00
Verizon Wireless	Fire	Utilities	$ 35.01
Windstream	Admin/Airport	Utilties	$ 874.47
Total:			**$ 333,869.60**

City of Newton Council Report

Item:
Public Hearing on a Resolution awarding contract for the Children's Forest Bank Stabilization Project
Summary:
Award contract to Crossroads Pipe & Grading for the Children's Forest Bank Stabilization project
Financial Impact:
Total Project Cost $54,617.81 paid for from stormwater utility funds with reimbursements from FEMA

Report Number: 2025-1224
Date:
October 20, 2025
Lead Department:
Public Works
Recommendation:
Approve

Background:
On May 21, 2024, the City of Newton received heavy rains, resulting in flash flooding. This flash flooding caused severe bank erosion to Cardinal Creek at the storm sewer outlet south of S 8th Ave E. Continued bank erosion could threaten nearby homes and could begin undermining S 8th Ave E and adjacent storm and sanitary sewers.

Bolton & Menk Engineering has completed the design of the plans and specifications for a project to stabilize the bank and provide future hazard mitigation

Seven bids were received and opened on October 9, 2025; the total construction costs ranged from $54,617.81 to $185,437.00.

The lowest responsive, responsible bidder is Crossroads Pipe & Grading of Monroe, IA, with a bid of $54,617.81. The engineer's construction cost estimate was $144,460.00. This project has a completion date of April 30, 2026, and will be paid with stormwater utility funds with reimbursements from FEMA.

Recommendation:
Awarding the project to the lowest responsive, responsible bidder, Crossroads Pipe & Grading of Monroe, Iowa, with a bid of $54,617.81.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION AWARDING CONTRACT FOR THE CHILDRENS FOREST BANK STABILIZATION PROJECT

WHEREAS, On May 21, 2024, the City of Newton received heavy rains, resulting in flash flooding. This flash flooding caused severe bank erosion to Cardinal Creek at the storm sewer outlet south of S 8th Ave E. Continued bank erosion could threaten nearby homes and could begin undermining S 8th Ave E and adjacent storm and sanitary sewers; and

WHEREAS, Bolton & Menk Engineering has completed the design of the plans and specifications for a project to stabilize the bank and provide future hazard mitigation; and

WHEREAS, seven sealed bids were received and opened on October 9, 2025; the total construction costs ranged from $54,617.81 to $185,437.00; and

WHEREAS, city staff recommends that the City of Newton award a contract to Crossroads Pipe & Grading of Monroe, Iowa, for the Children's Forest bank stabilization project based on the lowest responsive, responsible bid received in the amount of $54,617.81,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid received from Crossroads Pipe & Grading of Monroe, IA, in the amount of fifty-four thousand six hundred and seventeen dollars and eighty-one cents ($54,617.81) for the Children's Forest bank stabilization project, as described in the plans and specifications, is hereby accepted and will be funded from stormwater utility funds with reimbursements from FEMA; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Crossroads Pipe & Grading of Monroe, Iowa for the Children's Forest bank stabilization project as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk 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

SECTION 00500 - CONTRACT

Children's Forest Bank Stability Repairs
City of Newton
Newton, Iowa

THIS CONTRACT, made and entered into this_______day of ________________________, 20_____, by and between the City of Newton hereinafter called the "Jurisdiction", and CROSSROADS PIPE & GRADING INC, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Children's Forest Bank Stability Repairs as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Newton, 101 W 4th Street S, Newton, Iowa. This Contract includes all such contract documents. All work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2025 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment 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: Bid Items and Quantities 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 project:

Project Title: Children's Forest Bank Stability Repairs

Project Description: Repair and reshaping of the stream bank and armoring the stream against future degradation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount Of fifty-four thousand and six hundred and seventeen dollars and eighty-one cents ($54,617.81), which amount shall constitute the required amount of the Performance, Payment and Maintenance Bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

A. Completion Date: Date

   1. The work will be substantially completed and ready for final payment in accordance with General Conditions on or before April 30, 2026.

B. Liquidated Damages

   1. Pay liquidated damages for noncompliance with said completion provisions in the amount of Five Hundred Dollars ($500.00) for each calendar day the work remains incomplete.

C. Maintenance Bond & Warranty

   1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Newton, 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.

   2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2 years from and after acceptance of the work.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.

2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

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

JURISDICTION: City of Newton

By: ______________________________
Evelyn George, Mayor

(Seal)
ATTEST:

By: ______________________________
Katrina Davis, City Clerk

CONTRACTOR:

CROSSROADS PIPE & GRADING INC.
Company Name

Eric Anderson
Signature

ERIC ANDERSON
Name (Print/Type)

PRESIDENT
Title

P.O. 1129
Street Address

MONROE, IA 50170
City, State, Zip Code

712.404.8182
Telephone

eric00945@gmail.com
E-Mail

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C145525 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. The Contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. 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 Jurisdictional 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 Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

   Bond No. 54264783

   Name of Surety UNITED FIRE & CASUALTY COMPANY

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

CORPORATE ACKNOWLEDGMENT

State of IOWA)
) SS
JASPER County)

On this 15TH day of OCTOBER, 20 25, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared ERIC ANDERSON and NOAH ANDERSON, to me known, who, being by me duly sworn, did say that they are the PRESIDENT, and VICE PRESIDENT, 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 the Board of Directors; that ERIC ANDERSON and NOAH ANDERSON acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
DENISE K. BECKER
Commission Number 787881
My Commission Expires
Jan 13, 2027

Denise K Becker

Notary Public in and for the State of Iowa

My commission expires Jan 13, 20 27

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 State, 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. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

[Insert Schedule of Unit Prices Standard Table Format]

BID QUANTITIES					
Ref #	Item Description	Qty.	UNIT	UNIT AMOUNT	BID
1	CLEARING AND GRUBBING	1	LS	$ 3,500.00	$ 3,500.00
2	TOPSOIL, ON-SITE	76	CY	$ 10.50	$ 798.00
3	EXCAVATION, CLASS 13	62	CY	$ 36.40	$ 2,256.80
4	EXCAVATION, BORROW	20	CY	$ 38.00	$ 760.00
5	SUBDRAIN OUTLETS AND CONNECTIONS, 6 INCH	1	EA	$ 750.00	$ 750.00
6	FIELD TILE REPAIR, <6 INCH	10	LF	$ 15.00	$ 150.00
7	CURB AND GUTTER, PCC, 2.5', 8" STANDARD CURB	75	LF	$ 97.51	$ 7,313.25
8	REMOVAL OF SIDEWALK	10	SY	$ 8.10	$ 81.00
9	SIDEWALK, PCC, 4 INCH	11	SY	$ 222.41	$ 2,446.51
10	CURB AND GUTTER REMOVAL	75	LF	$ 9.00	$ 675.00
11	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE GRASS AND FORBS (WILDFLOWER) SEEDING	0.1	AC	$ 12,000.00	$ 1,200.00
12	SOD	20	SQ	$ 85.00	$ 1,700.00
13	SWPPP PREPARATION	1	LS	$ 1,500.00	$ 1,500.00
14	SWPPP MANAGEMENT	1	LS	$ 2,500.00	$ 2,500.00
15	TEMPORARY RECP, 3.B	278	SY	$ 3.75	$ 1,042.50
16	WATTLE, STRAW, 9 INCH	100	LF	$ 2.20	$ 220.00
17	WATTLE, REMOVAL	100	LF	$ 1.00	$ 100.00
18	SILT FENCE OR SILT FENCE DITCH CHECK	250	LF	$ 2.10	$ 525.00
19	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	205	LF	$ 1.00	$ 205.00
20	STABILIZED CONSTRUCTION ENTRANCE	67	SY	$ 55.00	$ 3,685.00
21	INLET PROTECTION DEVICE, AREA INTAKE FILTER SOCK	1	EA	$ 50.00	$ 50.00
22	INLET PROTECTION DEVICE, DROP-IN	2	EA	$ 210.00	$ 420.00
23	FLOW TRANSITION MAT, FLEXAMAT TIED CONCRETE BLOCK MAT	2317	SF	$ 6.75	$ 15,639.75
24	TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH	100	LF	$ 5.00	$ 500.00
25	MOBILIZATION	1	LS	$ 6,600.00	$ 6,600.00
	TOTAL BASE BID			$	54,617.81

SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Children's Forest Bank Stability Repairs
City of Newton
Newton, Iowa

Bond No.: 54264783

KNOW ALL BY THESE PRESENTS:

That we, Crossroads Pipe & Grading Inc., as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto City of Newton, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Fifty-Four Thousand Six Hundred Seventeen and 81/100 DOLLARS ($ 54,617.81), 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 __________________, 2025, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Children's Forest Bank Stability Repairs, Newton, Iowa.

Project Description: Repair and reshaping of the stream bank and armoring the stream against future degradation.

And to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

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

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.

PAYMENT: The Contractor and the Surety on this Bond are 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 which 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, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, 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;

To keep all work in continuous good repair; and

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.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

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 twenty percent of the total contract price, and that this Bond shall then be released as to such excess increase; and

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.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to 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 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 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).

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.

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

Witness our hands, in triplicate, this 15th day of October, 20 25.

SURETY:	PRINCIPAL:
United Fire & Casualty Company Surety Company	Crossroads Pipe & Grading Inc. Bidder
By: E Partridge Signature of Attorney-in-Fact/Officer	By: Eric Anderson Signature
Erik Partridge, Attorney-in-Fact Name of Attorney-in-Fact/Officer	Eric Anderson Name (Print/Type)
United Fire & Casualty Company Company Name	President Title
118 Second Ave SE Company Address	6512 Hwy F-70 Address
Cedar Rapids, IA 52401 City, State, Zip Code	Monroe, IA 50170 City, State, Zip Code
(319) 399-5700 Company Telephone Number	(712) 404-8182 Telephone Number
jfeltman@unitedfiregroup.com Company E-Mail	eric00945@gmail.com E-Mail

NOTE:

1. All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal or official adhesive 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 or official adhesive 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.

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MATT FAY, ABIGAIL R. MOHR, MAT DEGROOTE, SANDY VANOSTEN, LAURA PEIFFER, DENISE ALLEX, ERIK PARTRIDGE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA
UNITED FIRE & INDEMNITY COMPANY CORPORATE SEAL WEBSTER TEXAS
FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of March, 2021

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 30th day of March, 2021, before me personally came Kyanna M. Saylor
to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

NOTARIAL SEAL IOWA	Patti Waddell Iowa Notarial Seal **Commission number** 713274 **My Commission Expires** 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this ________ day of ______________________________, 20 25 .

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA
UNITED FIRE & INDEMNITY COMPANY CORPORATE SEAL WEBSTER TEXAS
FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

City of Newton Council Report

Get to Know Newton

Item:
First consideration of an Ordinance amending the Code of Ordinances, City of Newton, IA, 2025, Title VII, Chapter 71, "Traffic Regulations" to add Section 70.13 "Engine Braking"

Summary:
Ordinance prohibiting the use of engine brakes within the city limits.

Financial Impact:
N/A

Report Number: 2025-1174
Date:
October 20, 2025
Lead Department:
Police
Recommendation:
Approve

Background:
The City has received complaints from residents regarding excessive noise caused by commercial vehicles utilizing engine brakes (aka: jake brakes) to slow their vehicle down. Engine brakes are sometimes used by commercial motor vehicle drivers to slow the vehicle in lieu of using traditional braking systems. This type of braking has been shown to reduce the wear on the vehicle's braking system, prevents overheating and can improve fuel economy. The consequences of utilizing engine brakes is excessively loud noise that can disturb residents and business operations. The use of an engine brake by a commercial motor vehicle driver is unnecessary, except in emergency situations.

In an effort to reduce the noise pollution and disruption caused by engine braking, City staff recommends an ordinance prohibiting the use of an engine brake within the city limits. The only exception to the ordinance would be the use of engine brakes during emergency situations, which is defined as "imminent danger to property, persons and/or animals." The penalty for violating the ordinance would be a fine, plus applicable court costs and fees.

Enforcement of engine braking ordinances has been shown to be challenging throughout other Iowa communities. Enforcement requires direct observation from a Police Officer and identifying the source can be difficult if multiple commercial vehicles are in the same area. City staff would recommend posting signage along problematic truck routes within the community notifying commercial vehicles of the engine brake prohibition. If voluntary compliance is not met with public education, signage and traditional Police patrols, City staff would recommend City Council consider automated enforcement devices that are being utilized in communities in Iowa and throughout the U.S. to enforce noise ordinances such as engine braking.

Recommendation:
Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. ____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IA, 2025, TITLE VII, CHAPTER 71, “TRAFFIC REGULATIONS”, TO ADD SECTION 70.13 “ENGINE BRAKING”

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Newton, Iowa as follows:

SECTION 1. The Code of Ordinances of the City of Newton, Iowa, is hereby by <u>adding</u> or ~~deleting~~ the following:

<u>**71.13 ENGINE BRAKING.**</u>

<u>A. No person shall use an engine brake while operating a motor vehicle within the city limits except in an emergency situation. "Engine brake" means the use or operation of any mechanical exhaust device designed to aid in the braking, decompression, or deceleration of any motor vehicle which results in the unreasonably loud, raucous, unusual, or explosive noise from such vehicle. "Emergency situation" means one in which there is imminent danger to property, persons and/or animals.</u>

<u>B. Any violation of this section shall be considered a simple misdemeanor punishable by a fine as provided in the schedule of fees set forth in 70.99.</u>

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed First Reading by the City Council of Newton, Iowa, ___ day of _________, 2025.

Passed Second Reading by the City Council of Newton, Iowa, the ____day of ________, 2025.

PASSED AND ENACTED by the City Council of Newton, Iowa, the ____ day of _________, 2025.

____
Evelyn George, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

Item:
First Consideration of an Ordinance Repealing Ordinance Nos. 2000, 2020, 2026, 2043, 2050, 2056, and 2166 Providing for the Division of Taxes Levied on Taxable Property in the Southwest Newton Economic Development Urban Renewal Area

Summary:
First Consideration of an Ordinance Terminating the Southwest Newton Economic Development Urban Renewal area Plan and Ending the Southwest Newton Economic Development Urban Renewal Area

Financial Impact:
No Financial Impact as this Urban Renewal Area has not been Collecting Taxes for Several Fiscal Years

Report Number: 2025-1235
Date:
October 20, 2025
Lead Department:
Administration
Recommendation:
Approve

Background:
In 2001, the City Council of Newton, Iowa enacted ordinance No. 2000 that created the Southwest Newton Economic Development Urban Renewal area. In later years, City Council enacted ordinances 2020, 2026, 2043, 2050, 2056, 2166 to amend this Urban Renewal Area's taxing districts. This purpose of this Urban Renewal Area was to assist in development projects and assist developers to locate in the area.

All debt has been paid in this Urban Renewal Area and there has been no activity for several years. This termination of these ordinances officially terminates the Urban Renewal Area and plan.

Recommendation:
Staff recommends approval of the 1st consideration of ordinances terminating the Southwest Newton Economic Development Urban Renewal Plan and ending the Southwest Newton Economic Development Urban Renewal Area.

Matt Muckler, City Administrator

ORDINANCE NO. ______

An Ordinance Repealing Ordinance Nos. 2000, 2020, 2026, 2043, 2050, 2056, and 2166 Providing for the Division of Taxes Levied on Taxable Property in the Southwest Newton Economic Development Urban Renewal Area

WHEREAS, the City Council (the "Council") of Newton, Iowa (the "City") previously enacted Ordinance No. 2000, dated April 2, 2001; Ordinance No. 2020, dated December 17, 2001; Ordinance No. 2026, dated June 17, 2002, Ordinance No. 2043, dated January 6, 2003, Ordinance No. 2050, dated June 16, 2003, Ordinance No. 2056, dated August 18, 2003, and Ordinance No. 2166, dated November 16, 2010 (the "Ordinance"), providing for the division of taxes levied on taxable property in the Southwest Newton Economic Development Urban Renewal Area (the "Urban Renewal Area") pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, it is now necessary for the Council to take action to repeal the Ordinance;

BE IT ENACTED by the City Council of the City of Newton, Iowa:

Section 1. Purpose. The Ordinance is hereby repealed, and the division of incremental property tax revenues from the Urban Renewal Area under the Ordinance is hereby terminated.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

Passed and approved by the City Council of the City of Newton, Iowa, on __________, 2025.

____
Mayor

Attest:

____
City Clerk

First consideration: October 20, 2025

City of Newton Council Report

Item:
Resolution approving Amendment #1 for Task Order 23-01 with Fox/Strand Engineering for professional services for the construction of a new Jordan Well

Summary:
Deleting scopes of work, compensation and schedule with Strand Engineering services for constructing a new Jordan Well

Financial Impact:
Reducing PSA from $518,700 to $221,580.15 utilizing State Revolving Fund (SRF) loans, to be paid back from Water Revenue funds

Report Number: 2025-1236
Date:
October 20, 2025
Lead Department:
Utilities
Recommendation:
Approve

Background:
In May 2023, the City of Newton entered into a professional services agreement with Strand Engineering to provide design services, bidding assistance, construction-related services, and SRF funding support for the construction of a new Jordan Well.

Since that time, the City of Newton and Newton Waterworks' largest wholesale customer have executed a new 20-year water purchase agreement establishing revised minimum and maximum monthly quantities. As a result, the construction of a new Jordan Well has become a significantly lower priority. The design was nearly completed for the new Jordan Well and will still be relevant in the future, if the need were to arise.

Amendment #1 to task order 23-01 deletes several scopes of services to the existing contract with Strand Engineering for the New Jordan Well project and only compensates Strand Engineering for completed work on the project, eliminating future scopes of work on the project.

The changes are as follows: Design Services, Deletes Items Nos. 1, 5 and 6; Bidding related services, Deletes Items Nos. 1 through 5; Construction Related Services Items, Deletes Items Nos. 1 through 5; SRF Funding Assistance-Related Services, Deletes Items Nos. 3 and 4.

Compensation:	Original Contract	Amendment #1
Design Services	$223,500	$210,570.90
Bidding related services	$39,800	$0.00
Construction Related Services Items #1-4	$170,400	$0.00
Construction Related Services Items #5	$60,000	$0.00
SRF Funding Assistance-Related Services	$25,000	$11,009.25
Total	$518,700	$221,580.15

Recommendation:
approve Task Order 23-01 amendment #1 with Fox/Strand Engineering of Ames, Iowa for professional services for the construction of a new Jordan Well.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION APPROVING AMENDMENT #1 FOR TASK ORDER 23-01 WITH FOX/STRAND ENGINEERING FOR PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF A NEW JORDAN WELL

WHEREAS, In May 2023, the City of Newton entered into a professional services agreement with Strand Engineering to provide design services, bidding assistance, construction-related services, and SRF funding support for the construction of a new Jordan Well; and

WHEREAS, since that time, the City of Newton and Newton Waterworks' largest wholesale customer have executed a new 20-year water purchase agreement establishing revised minimum and maximum monthly quantities; and

WHEREAS, as a result, the construction of a new Jordan Well has become a significantly lower priority. The design was nearly completed for the new Jordan Well and will still be relevant in the future, if the need were to arise; and

WHEREAS, Amendment #1 to task order 23-01 deletes several scopes of services to the existing contract with Strand Engineering for the New Jordan Well project and only compensates Strand Engineering for completed work on the project, eliminating future scopes of work on the project; and

WHEREAS, the changes are as follows: Design Services, Deletes Items Nos. 1, 5 and 6; Bidding related services, Deletes Items Nos. 1 through 5; Construction Related Services Items, Deletes Items Nos. 1 through 5; SRF Funding Assistance-Related Services, Deletes Items Nos. 3 and 4; and

Compensation:	**Original Contract**	**Amendment #1**
Design Services	$223,500	$210,570.90
Bidding related services	$39,800	$0.00
Construction Related Services Items #1-4	$170,400	$0.00
Construction Related Services Items #5	$60,000	$0.00
SRF Funding Assistance-Related Services	$25,000	$11,009.25
Total	**518,700**	**$221,580.15**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that Amendment #1 for Task Order 23-01 with Fox/Strand Engineering of Ames, Iowa for professional services for the construction of a new Jordan Well, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said Amendment #1 Task Order 23-01 with Fox/Strand Engineering shall be signed by the mayor on behalf of the Newton City Council.

PASSED this ______ day of October 2025.

APPROVED this ______ day of October 2025.

____

Evelyn George, Mayor

ATTEST:

____

Katrina Davis, City Clerk

STRAND ASSOCIATES®
Excellence in Engineering℠

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

Amendment No. 1 to Task Order No. 23-01
City of Newton, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated May 30, 2023

This is Amendment No. 1 to the referenced Task Order.

Project Name: Jordan Well

Under **Scope of Services**,

Design Services, DELETE Items Nos. 1, 5, and 6.

Bidding-Related Services, DELETE Items Nos. 1 through 5.

Construction Related Services, DELETE Items Nos. 1 through 5.

SRF Funding Assistance-Related Services, DELETE Items Nos. 3 and 4.

Under **Compensation**, CHANGE $518,700 to "$221,580.15" and REPLACE the table in its entirety with the following:

"Service	Compensation	Method
Design Services	$210,570.90	Lump Sum
Bidding-Related Services	$ 0.00	N/A
Construction-Related Services, Items Nos. 1–4	$ 0.00	N/A
Construction-Related Services, Item No. 5	$ 0.00	N/A
SRF Funding Assistance-Related Services	$ 11,009.25	Hourly, Estimated
Total	**$221,580.15**"	

Under **Schedule**, CHANGE December 31, 2025, to "September 30, 2025."

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF NEWTON
DRAFT	**DRAFT**
Joseph M. Bunker Date	Michael L. Hansen Date
Corporate Secretary	Mayor

SAV:sem\R:\AME\Documents\Agreements\N\Newton, City of (IA)\ATS.2023\TO\2023\Amd\7036.011.23-01.1.docx

City of Newton Council Report

Item: Resolution approving Task Order 25-01 with Strand Associates for professional services for the construction of Four new Alluvial Wells **Summary:** Engineering services agreement with Strand Associates services for constructing four new Alluvial Wells **Financial Impact:** $291,200.00 utilizing State Revolving Fund (SRF) loans, to be paid back from Water Enterprise funds	**Report Number:** 2025-1237 **Date:** October 20, 2025 **Lead Department:** Utilities **Recommendation:** Approve

Background:
The City of Newton Utilities Department's Water Treatment Division operates eighteen alluvial wells, many of which have reached or exceeded their useful service life, with ages ranging from 20 to 70 years. The 2023 Water Supply and Treatment System Facility Plan Report identified the need to replace several of the water source wells. Strand Associates has served as the engineering firm for Newton Waterworks for many years and possesses extensive knowledge of the well fields and treatment process. The Utilities/Water Treatment Division requested a scope of services fee proposal from Strand Associates for replacing four alluvial wells.

Task Order 25-01 with Strand Associates Design services; including project scoping meeting, topo, boundary and existing utility surveys, design of 4 wells, electrical power & controls, provide opinion of probable construction cost (OPCC), prepare final bid documents and provide permitting related services, including: IDNR construction permitting, preparing water well pollution prevention plan and preparing and submitting IDNR flood plan permit and Army Corps of Engineering permit application.

Bidding-Related services include: Preparing, posting and distributing bid documents through a public bidding site, preparing addenda and answering bidder's questions, running bid opening, analyzing bids and assisting owner with construction contracts and distributing construction contracts.

Construction-Related Services include: Prepare and run pre-construction conference, review shop submittals, prepare agendas and keep minutes from all progress meetings, complete periodic construction site visits, address request for information (RFI's) from contractor, prepare monthly pay requests and many other Construction related services.

SRF Funding Assistance Services: Assist owner in preparing funding application and supporting documents, incorporate SRF requirements into all bidding documents and review contractor compliance and assist owner with SRF funding loan requirements during construction.

Scope Item:	Compensation	Method
Design Services	$129,600	Lump Sum
Bidding related services	$19,400	Lump Sum
Construction Related Services Items #1-11	$97,200	Lump Sum
Construction Related Services Items #12	$20,000	Hourly + Expenses
SRF Funding Assistance Services	$25,000	Hourly + Expenses
Total	$291,200	

Recommendation:
approve Task Order 25-01 with Strand Associates of Ames, Iowa for professional services for the construction of Four new Alluvial Wells.

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION APPROVING TASK ORDER 25-01 WITH STRAND ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF FOUR NEW ALLUVIAL WELLS

WHEREAS, The City of Newton Utilities Department's Water Treatment Division operates eighteen alluvial wells, many of which have reached or exceeded their useful service life, with ages ranging from 20 to 70 years; and

WHEREAS, the 2023 Water Supply and Treatment System Facility Plan Report identified the need to replace several of the alluvial water source wells; and

WHEREAS, the Utilities/Water Treatment Division requested a scope of services fee proposal from Strand Associates for replacing four alluvial wells; and

WHEREAS, Task Order 25-01 with Strand Associates provides Design services, Bidding-Related services, Construction-Related Services and SRF Funding Assistance Services; and

WHEREAS, compensation for the professional services are as follows:

Scope Item:	**Compensation**	**Method**
Design Services	$129,600	Lump Sum
Bidding related services	$19,400	Lump Sum
Construction Related Services Items #1-11	$97,200	Lump Sum
Construction Related Services Items #12	$20,000	Hourly + Expenses
SRF Funding Assistance Services	$25,000	Hourly + Expenses
Total	**$291,200**	

WHEREAS, funding for these professional services shall utilize state revolving fund loans (SRF) to be paid back utilizing water enterprise funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that Task Order 25-01 with Strand Associates of Ames, Iowa for professional services for the construction of four new Alluvial Wells, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said Task Order 25-01 with Strand Associates shall be signed by the mayor on behalf of the Newton City Council.

PASSED this ______ day of October 2025.

APPROVED this ______ day of October 2025.

____

Evelyn George, Mayor

ATTEST:

____

Katrina Davis, City Clerk

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

STRAND ASSOCIATES®
Excellence in Engineering℠

OWNER REVIEW

Task Order No. 25-01
City of Newton, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated May 30, 2023

Project Information

Project Name: Alluvial Wells

Project Description: Four new alluvial wells will be constructed at the Newton Water Treatment Plant and up to four existing alluvial wells will be abandoned. Each new well will include a pitless unit, submersible pump, electrical power and controls, meter vault, and associated sitework. Electrical panels will be installed outdoors on a rack. A raw water main will be constructed to connect each new well to the adjacent water plant raw water transmission main. The project will be funded with a State Revolving Fund (SRF) loan.

Services Description: Design, bidding-related, construction-related, and SRF funding assistance services.

Scope of Services

ENGINEER will provide the following services to OWNER.

<u>Design Services</u>

1. Participate in one in-person project kick off meeting with OWNER to review project goals, review locations for new wells, and gather field information.

2. Conduct a topographic survey (up to ten total acres) of the proposed well locations. Boundary surveys or property pin locations will not be provided as part of this Task Order. Correspond with utility marking company to locate buried utilities prior to topographic survey.

3. Design the four wells including civil, electrical power, and electrical controls.

4. Prepare draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.

5. Prepare draft opinion of probable construction cost (OPCC) and meet with OWNER to review the draft documents.

6. Prepare final Bidding Documents and OPCC incorporating review comments, as appropriate. Submit final documents to OWNER for review and approval.

7. Provide the following permitting-related services:

    a. Prepare and submit construction permit and water use permit applications to Iowa Department of Natural Resources (Iowa DNR).

b. Prepare the Well Water Pollution Prevention Plan and incorporate the criteria into the Bidding Documents.

c. Prepare and submit the Iowa DNR flood plain permit and U.S. Army Corps of Engineers permit applications.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com, and via hard copies. OWNER shall directly reimburse ENGINEER for fees and costs associated with QuestCDN and with preparing and mailing of hard copies.

2. Prepare addenda and answer questions during bidding.

3. Attend the in-person bid opening.

4. Review the bids, tabulate and analyze bid results, and assist OWNER in awarding the Construction Contract.

5. Prepare and distribute up to two hard copies of each Construction Contract for signature.

Construction-Related Services

1. Attend a preconstruction conference with contractor and OWNER. Prepare preconstruction conference minutes and distribute to attendees.

2. Review contractor's shop drawing submittals. Up to two submittal reviews are included for shop drawings; additional reviews shall be considered additional services.

3. Attend up to eight in-person construction progress meetings, which will occur approximately monthly depending on the project's progress. Prepare agenda and minutes for each meeting and distribute to attendees.

4. Attend up to two periodic site visits to observe construction.

5. Address requests for information from the contractor.

6. Review up to ten of contractor's monthly pay requests.

7. Prepare and provide change proposal requests, field orders, work change directives, and change orders to the contractor and OWNER for possible changes in scope of work, as appropriate. Review contractor-provided responses to change proposal requests, field orders, and work change directives and provide comments, as appropriate.

8. Conduct a substantial completion walk through with OWNER and the contractor and prepare a substantial completion list of items to be completed or corrected.

9. Maintain communication with the contractor during construction as items to be completed and corrected are addressed. Conduct one final completion review with OWNER and the contractor, as appropriate.

10. Provide record drawings in electronic format from information compiled from contractor's records, incorporating the record data into the record drawings, and submit two final copies to OWNER. ENGINEER is providing drafting services only for record drawings based on the records presented to ENGINEER by the contractor and OWNER. ENGINEER will not be liable for the accuracy of record drawing information provided by the contractor and OWNER.

11. Provide one iteration of construction staking. Additional iterations shall be considered additional services.

12. Provide part-time resident project representative (RPR) services for up to 200 hours to observe construction of the project.

<u>SRF Funding Assistance Services</u>

1. Assist OWNER in preparing the funding application forms and supporting documents.

2. Furnish technical data of the project design, scope, costs, and supporting documents, as requested by the Iowa DNR for them to prepare the appropriate environmental and archaeological clearances associated with the project.

3. Incorporate SRF Davis-Bacon wage requirements, contractor payroll submittals, and American Iron and Steel requirements into the Bidding Documents and review for contractor compliance during the construction phase.

4. Assist OWNER with SRF Loan funding requirements during the construction phase, including Davis-Bacon wage payroll reviews and Build America Buy America documentation.

Service Elements Not Included

In addition to those listed in the associated Agreement for Technical Services, the following services are not included in this Task Order. If requested, they may be provided through an amendment to this Task Order or through separate task order with OWNER.

1. <u>Additional Construction-Related Services</u>: Additional construction-related services for the project such as full-time RPR services; construction materials testing for concrete, pipe pressure, and soils; or providing construction phase services beyond the project's specified final completion date.

2. <u>Additional Design</u>: Design or evaluation of buildings or other structures or modifications to the existing plant electrical power system, as it is assumed that the existing electrical power supply systems are adequate for the new wells.

3. <u>Easements</u>: Any easements necessary for the project.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order an estimated fee not to exceed $291,200 allocated as follows, which allocation may be adjusted among scope items so long as the total estimated not to exceed fee is not exceeded without an amendment.

Scope Item	Compensation	Method
Design Services	$129,600	Lump Sum
Bidding-Related Services	$ 19,400	Lump Sum
Construction-Related Services, Items Nos. 1-11	$ 97,200	Lump Sum
Construction Related Services, Item No. 12	$ 20,000	Hourly + Expenses
SRF Funding Assistance Services	$ 25,000	Hourly + Expenses
Total	**$291,200**	

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of October 6, 2025. Services are scheduled for completion on June 30, 2027, as shown below:

Project Phase	Completion Date
Design Phase	April 30, 2026
Bidding Phase	June 30, 2026
Construction Phase	June 30, 2027

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker Date
Corporate Secretary

OWNER:

CITY OF NEWTON, IOWA

DRAFT

Evelyn George Date
Mayor

City of Newton Council Report

Item: Resolution approving Task Order 25-02 with Strand Associates for professional services for incorporating baffles in the water treatment plant Clearwell **Summary:** Professional services agreement with Strand Associates for incorporating baffles in the water treatment plant clear Well **Financial Impact:** $40,000 utilizing Water Enterprise funds	**Report Number:** 2025-1238 **Date:** October 20, 2025 **Lead Department:** Utilities **Recommendation:** Approve

Background:
The City of Newton Utilities/Water Treatment Division has a need to Incorporate baffles in the existing water treatment plant Clearwell to increase the baffling factor used by the Iowa Department of Natural Resources (Iowa DNR) in calculating the required detention time needed to meet 4-Log virus inactivation.

Strand Associates has served as the engineering firm for Newton Waterworks for many years and possesses extensive knowledge of the well fields and treatment process. The Utilities/Water Treatment Division requested a scope of services fee proposal from Strand Associates for incorporating baffles in the water treatment plant Clearwell.

Task Order 25-02 with Strand Associates Design services; Prepare up to three alternatives for incorporating baffles into the existing Clearwell and review with OWNER. Assist OWNER in presenting the OWNER-selected alternative to the Iowa DNR and discussing the associated baffling factor. Prepare applicable details and material specifications for the OWNER-selected baffle alternative and assist OWNER in preparing a request for proposal for soliciting proposals from contractors. Prepare opinion of probable construction cost. Prepare and submit construction permit application to Iowa DNR.

Bidding-Related services include: Assist OWNER in soliciting proposals from contractors. Address questions from the contractors and issue addenda to the request for proposal, if necessary. Review proposals and assist OWNER in awarding the Construction Contract.

Construction-Related Services include: Review contractor's shop drawing submittals. Attend up to two periodic site visits to observe construction. Address requests for information from the contractor. Review contractor's monthly pay requests. Prepare and provide change order proposal requests and change orders to the contractor and OWNER for possible changes in scope of work, as appropriate. Review contractor-provided responses to change proposal requests and provide comments, as appropriate. Conduct one final completion site visit review with OWNER and contractor.

OWNER shall compensate ENGINEER for Design Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $24,000.
OWNER shall compensate ENGINEER for Bidding-Related Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $6,000.
OWNER shall compensate ENGINEER for Construction-Related Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $10,000.

Project Phase	Completion Date
Design Services	April 30, 2026
Bidding Related Services	June 30, 2026
Construction Related Services	June 30, 2027

Recommendation:
approve Task Order 25-02 with Strand Associates of Ames, Iowa for incorporating baffles in the water treatment plant Clearwell, to be paid from Water Enterprise Funds

Matt Muckler, City Administrator

RESOLUTION NO. 2025-_______

RESOLUTION APPROVING TASK ORDER 25-02 WITH STRAND ASSOCIATES FOR PROFESSIONAL SERVICES FOR INCORPORATING BAFFLES IN THE WATER TREATMENT PLANT CLEARWELL

WHEREAS, the City of Newton Utilities/Water Treatment Division has a need to Incorporate baffles in the existing water treatment plant Clearwell to increase the baffling factor used by the Iowa Department of Natural Resources (Iowa DNR) in calculating the required detention time needed to meet 4-Log virus inactivation; and

WHEREAS, The Utilities/Water Treatment Division requested a scope of services fee proposal from Strand Associates for incorporating baffles in the water treatment plant Clearwell; and

WHEREAS, Task Order 25-02 with Strand Associates is for Design services, Bidding-Related services, Construction-Related Services and preparing and submitting construction permit application to Iowa DNR; and

WHEREAS, OWNER shall compensate ENGINEER for Design Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $24,000. OWNER shall compensate ENGINEER for Bidding-Related Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $6,000. OWNER shall compensate ENGINEER for Construction-Related Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $10,000; and

WHEREAS, Project Phase Completion Dates are as follows: Design Services - April 30, 2026, Bidding Related Services - June 30, 2026, Construction Related Services - June 30, 2027; and

WHEREAS, funding for these professional services shall utilize water enterprise funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that Task Order 25-02 with Strand Associates of Ames, Iowa for professional services for incorporating baffles in the water treatment plant Clearwell, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said Task Order 25-02 with Strand Associates shall be signed by the mayor on behalf of the Newton City Council.

PASSED this ______ day of October 2025.

APPROVED this ______ day of October 2025.

____

Evelyn George, Mayor

ATTEST:

____

Katrina Davis, City Clerk

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

STRAND ASSOCIATES® Excellence in Engineering℠

OWNER REVIEW

Task Order No. 25-02
City of Newton, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated May 30, 2023

Project Information

Project Name: Clearwell Baffles

Project Description: Incorporate baffles in the existing water treatment plant clearwell to increase the baffling factor used by the Iowa Department of Natural Resources (Iowa DNR) in calculating the required detention time needed to meet 4-Log virus inactivation. The anticipated project cost is not expected to exceed the State of Iowa's threshold for competitive bidding, so this Task Order has been prepared based on OWNER following Iowa Competitive Quote procedures for selecting a contractor.

Services Description: Design, bidding-, and construction-related services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Prepare up to three alternatives for incorporating baffles into the existing clearwell and review with OWNER.

2. Assist OWNER in presenting the OWNER-selected alternative to the Iowa DNR and discussing the associated baffling factor.

3. Prepare applicable details and material specifications for the OWNER-selected baffle alternative and assist OWNER in preparing a request for proposal for soliciting proposals from contractors. The request for proposal will require the contractor to name OWNER and ENGINEER as additional insureds on its General and Automobile Liability insurance and to indemnify OWNER and ENGINEER for contractor's, acts, errors, and omissions.

4. Prepare opinion of probable construction cost.

5. Prepare and submit construction permit application to Iowa DNR.

Bidding-Related Services

1. Assist OWNER in soliciting proposals from contractors.

2. Address questions from the contractors and issue addenda to the request for proposal, if necessary.

3. Review proposals and assist OWNER in awarding the Construction Contract.

Construction-Related Services

1. Review contractor's shop drawing submittals. Up to two submittal reviews are included for individual shop drawings; additional reviews shall be considered additional services.

2. Attend up to two periodic site visits to observe construction.

3. Address requests for information from the contractor.

4. Review contractor's monthly pay requests.

5. Prepare and provide change order proposal requests and change orders to the contractor and OWNER for possible changes in scope of work, as appropriate. Review contractor-provided responses to change proposal requests and provide comments, as appropriate.

6. Conduct one final completion site visit review with OWNER and contractor.

Services Elements Not Included

In addition to those listed in the associated Agreement for Technical Services, the following services are not included in this Task Order. If requested, they may be provided through an amendment to this Task Order or through separate task order with OWNER.

1. Construction Observation Services: Full-time or part-time construction observation services.

2. Drawings: No drawings will be provided.

3. Formal Bidding Documents: Services associated with preparing formal Bidding Documents or assisting OWNER with bidding- or construction-related services associated with formal Bidding Documents.

4. Funding-Related Services: Assistance with or services related to funding or procurement thereof.

5. Modeling Services: Tracer studies or computer fluid dynamics modeling.

Compensation

OWNER shall compensate ENGINEER for Design Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $24,000.

OWNER shall compensate ENGINEER for Bidding-Related Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $6,000.

OWNER shall compensate ENGINEER for Construction-Related Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $10,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of October 6, 2025. Services are scheduled for completion on June 30, 2027, as shown in the table below:

Project Phase	Completion Date
Design Services	April 30, 2026
Bidding-Related Services	June 30, 2026
Construction-Related Services	June 30, 2027

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker Date
Corporate Secretary

OWNER:

CITY OF NEWTON, IOWA

DRAFT

Evelyn George Date
Mayor

City of Newton Council Report

Item: Resolution approving a low-moderate income set-aside grant for 712 West 6th Street South, Newton	**Report Number:** 2025-1239
Summary: Grant to assist Low-Mod Income household with property improvements.	**Date:** October 20, 2025
Financial Impact: $6,675.00 in Low-Mod Income Set-Aside Funds.	**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.

712 West 6th Street South:

The property owners of 712 West 6th Street South made an application under the LMI Existing Housing Improvement Grant for the Roofing category. The work entails removing their existing, badly deteriorated composition roof and replacing it with a new composition roof.

Robison Roofing LLC of Urbandale, Iowa has provided a quote for the work in a total amount of $9,537.56. 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, up to the category maximum. The attached program agreement stipulates that the City of Newton will pay $6,000.00 to Robison Roofing LLC.

Recommendation:
Staff recommends approval of the Resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _______

RESOLUTION APPROVING A LOW-MODERATE INCOME HOUSING SET-ASIDE GRANT FOR 712 WEST 6TH STREET SOUTH, NEWTON

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

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

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

WHEREAS, Allison Ganoe & Mason Richtsmeier, owners of 712 West 6th Street South, Newton meets the ownership and income requirements established by the policy; and

WHEREAS, Allison Ganoe & Mason Richtsmeier propose to remove & replace their existing, badly deteriorated composition roof;

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, Robison Roofing LLC of Urbandale, Iowa, in an amount equal to 75% of the total project cost, up to a maximum of $6,000.00;

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 20th 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 Allison Ganoe & Mason Richtsmeier

This Agreement made and entered into this _____ day of October, 2025 by and between the City of Newton, Iowa, hereinafter called "City" and Allison Ganoe & Mason Richtsmeier, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive LMI Existing Housing Improvement Grant funds for property located at 712 W 6th Street S; 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 $6,000.00** in grant funds for Roofing Work to replace the existing, badly deteriorated composition roof, providing a 25% applicant cash match is met.
    a. Funding breakdown for Roofing Grant as follows:
        - Total Estimated Project Cost - $9,537.56
        - Min. 25% Applicant Cash Match - $3,537.56
        - **Roofing Grant - $6,000.00 (category maximum)**

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):

______________________________________ __________________

Allison Ganoe Date

______________________________________ __________________

Mason Richtsmeier Date

For City of Newton:

______________________________________ __________________

Evelyn George, Mayor Date

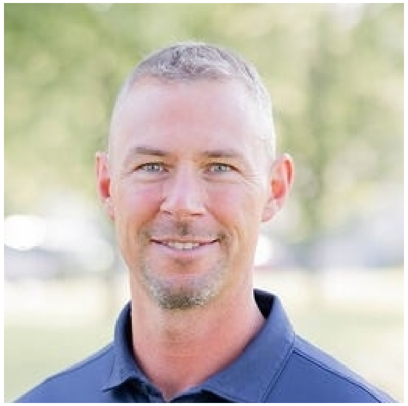
Contractor Acknowledgement:

______________________________________ __________________

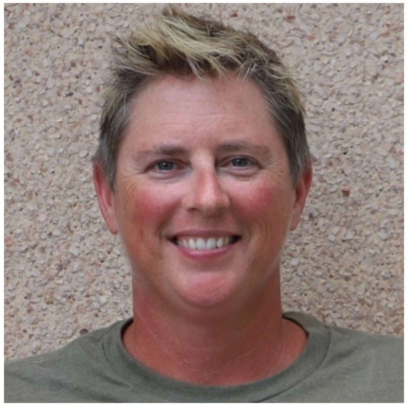
Robison Roofing LLC Date

Parks and Recreation Update

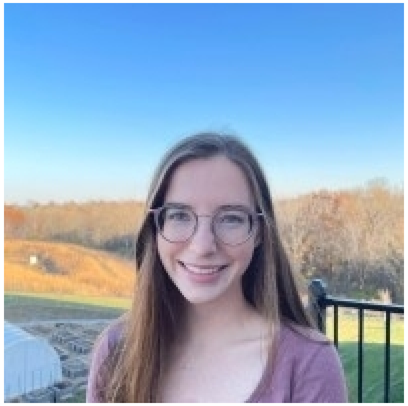
Parks & Rec Staff



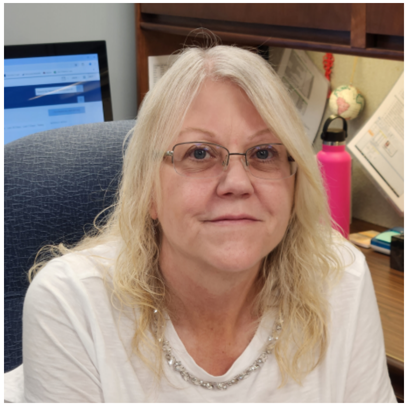
Nick Cummins
Park Operations Superintendent



Jamie Murphy
Assistant Park Operations Superintendent



Liz Ventling
Recreation Specialist



Lisa Bernal
Administrative Assistant

- Brad Sponseller, Golf Pro
- Jeremy Armison, Clubhouse Manager
- Billy Cupples, Park Mechanic
- Jamis Christensen, Groundskeeper III
- Chris Farver, Groundskeeper
- Cory Hartgers, Groundskeeper
- Darren Corso, Groundskeeper-Park Attendant
- Brad Bestell, Groundskeeper

Plus Lots of Seasonal Staff!

GET TO KNOW Newton

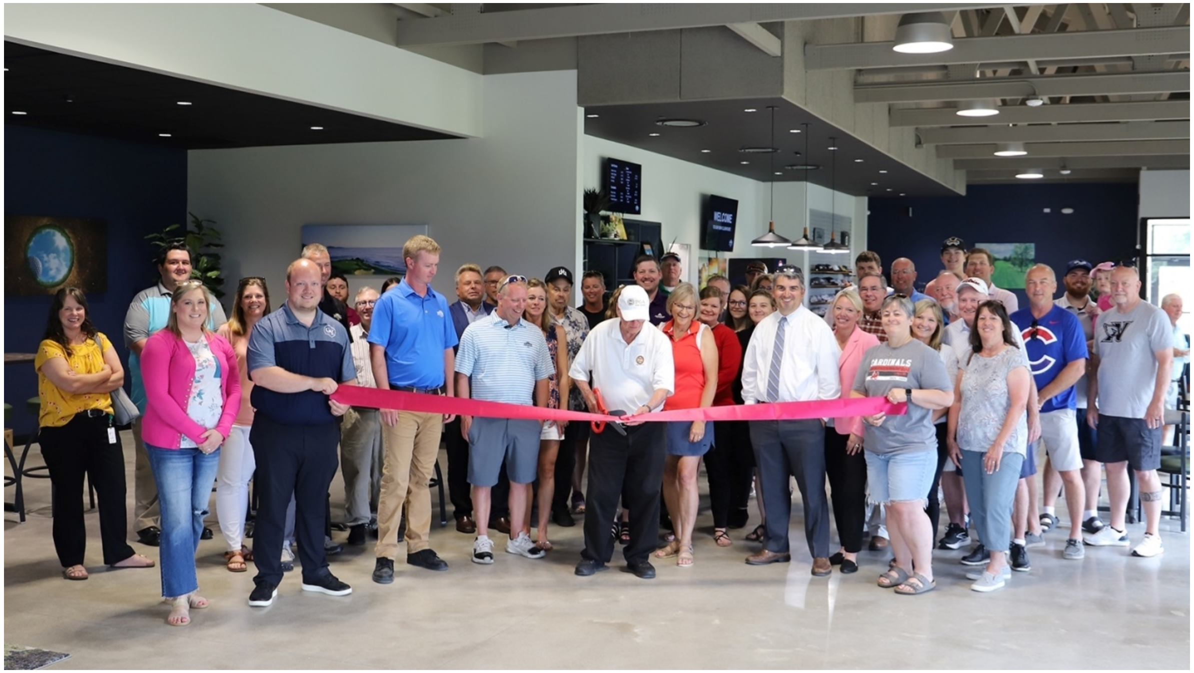
Park Board

- Recommending Body to the Newton City Council.
- Members: Melanie Humphrey, Jeff Osby, Sveta Miller, Rachelle Tipton, Collin Daniels
- Reviews and provides guidance on matters related to the parks:
    - Fees
    - Park Projects and Future Plans
    - Park Names
    - Park Usage

GET TO KNOW Newton

Westwood Golf Course

- Clubhouse is OPEN!
- Ribbon Cutting on June 30, 2025
- Full Occupancy September 2025 after waterline loop completed



Westwood Golf Course

- Total 2025 Revenue through September 30, 2025: $726,498 (2024- $593,593)
  - 19th Hole Revenue: $163,565
  - Pro Shop Revenue: $562,933

UPCOMING MATTERS:

- Regular Golf Cars purchase
- Simulator League- Week of January 5th- 9 hole league
- Update Fee Schedule for 2026

GET TO KNOW Newton

Park Shelter Usage

- 2025 Revenue from Shelter Rentals $9,050.00 (down $1,800.00 from 2024)
- No Shelter Rentals After October 31st

Shelter	Number of Time Periods Rented
Aurora Park Shelter	23
Maytag Park Bowl (includes all rentals & events)	15
Maytag Park Log Cabin	9
Maytag Park South Shelter	47
Maytag Park West Shelter	90
Pool Pavilion	49
Sunset Park Shelter	20
Woodland Park Shelter	65
TOTAL	318

As of September 30, 2025

GET TO KNOW Newton

Maytag Pool

- Total 2025 Revenue from Maytag Pool: $108,354.46
- Two Significant incidents, resulting in pool closure. (Glass in pool and sanitation issue)

Month	Concessions	Tickets	Totals
June	11,343.75	16,386.00	27,729.75
July	9,593.00	15,663.00	25,256.00
August	3,133.25	7,875.00	11,008.25
TOTAL	24,070.00	39,924.00	63,994.00
Difference from 2024	-4,375.50	-12,256.00	-16,631.50

Table summarizing concessions & daily tickets only. Total revenue noted above includes pool parties, season passes, etc.

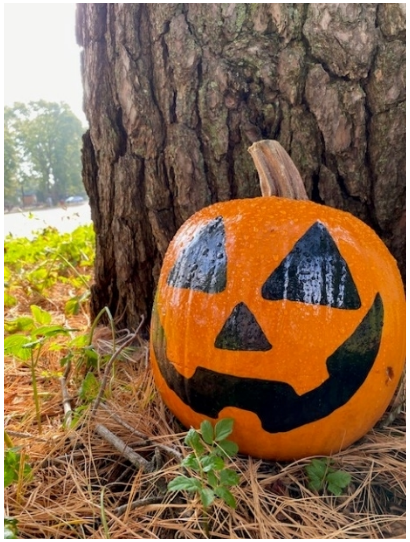
2025 Special Projects

- Westwood Clubhouse & Patio (next year open air shelter)
- Agnes Patterson Park Hike/Bike Trail sections replaced
- City-wide Signage
- Storm Damage Clean-up continues
- Tennis Court Project with Lighting
- Red-pride Service Day- tree planting, trash pick-up, flowers
- Restroom Building near soccer
- Splash Pad Landscaping
- Downtown Care
- Pool Care- crack sealing, painting

GET TO KNOW Newton

Recreation Programming

- Fourth of July Celebration
- Summer Concert Series
- Kid's Art Camps with the Centre for Arts and Artists
- Earth Day Clean Up at 30 Acre Park
- Iowa's Magnificent Moths Scavenger Hunt and Winner
- Dog Swim at Maytag Pool
- Zumba fun at Maytag Park
- Senior Walks- including a history of Maytag Park with HPC Chair Larry Hurto
- Dinosaur Stomp and Story-walk with Newton Library
- More Kid's Art Camps fun - Costume making
- Pumpkin Face Scavenger Hunt at Maytag Park
- Floral Arrangement Class at new Westwood Clubhouse
- Preparing for Halloween & Christmas events



GET TO KNOW Newton