



Newton City Council Agenda

January 19, 2026 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Presentation

2. Central Iowa Shelter and Services - Sam Carrell, Vice President Strategy and Rural Development

Citizen Participation

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

Consent Agenda

4. January 5, 2026 Regular City Council Meeting Minutes
5. January 5, 2026 Workshop Minutes
6. Approve Liquor Licenses for the following: Apres Bar Co LLC, 600 N 2nd Ave W, Chamber Dinner January 24, 2026, Class C Retail Alcohol Special Event License, pending dramshop review and staff approval; Dollar General - LG0000159, 1803 1st Ave E, Class B Retail Alcohol License renewal; La Cabana Mexican Restaurant - LC0052048, 2617 1st Ave E, Ste 5 & 6, Class C Retail Alcohol License and Outdoor Service renewal; and Mega Saver, 4300 S 22nd Ave E, Ownership Change, Class E Retail Alcohol License, pending state and local approval
7. Approve 2026 Cigarette/Tobacco/Nicotine/Vapor License for the following: Mega Saver, 4300 S 22nd Ave E, Ownership Change, pending state and local approval
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-01)
9. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-02)
10. Resolution approving change order #3 and accepting completion of the 2025 Sanitary Sewer Lining Project

11. Resolution accepting final completion of the WPC Treatment Plant and SW Pump Station Improvements Project and release of retainage
12. Resolution authorizing a 3-year agreement with HLW Engineering Group to provide professional services for the Newton Sanitary Landfill
13. Resolution approving the Clinical Engineering Agreement with Unity Point Health
14. Resolution approving lime sludge removal contract 1-year extension with Jon Taylor
15. Resolution approving amendment #002 to the agreement for Professional Services Between the City of Newton, Iowa, and Bolton and Menk for 2025-01 Iowa Speedway Dr Sidewalk Project
16. Resolution setting a public hearing for the sale of City-owned property at 920-1100 West 22nd Street South and 2000-2112 South 11th Avenue West in Newton, Jasper County, Iowa
17. Resolution setting a public hearing for the sale of City-owned property at 509 West 2nd Street South, 625 East 5th Street South, 514 South 2nd Avenue West in Newton, Jasper County, Iowa
18. Resolution approving the Zoll Preventative Maintenance Agreement
19. Approve Bills

Public Hearing

20. Public Hearing on Resolution Approving the First Budget Amendment for Fiscal Year 2025-2026
 - At the January 5, 2026 City Council meeting, the Council designated January 19, 2026 as the public hearing date to consider the first 2025-26 budget amendment for the City of Newton. Notice of the hearing was published in the *Newton Daily News*, in compliance with State requirements on Friday, January 9, 2026. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to May 31st each year to accommodate this requirement.
 - The attached budget amendment adjusts the current year 2025-26 budgeted revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2026. Amended line items include additional revenues and expenses related to Federal Grants, Development Initiative Assistance, Traffic Signal ADA Project, Tort Claims, Westwood Golf Clubhouse, Tennis Court & Lighting, Airport Projects and Water Projects.
 - The amendments do not impact the current property tax levy.

21. Resolution Approving the First Budget Amendment for Fiscal Year 2025-2026

Ordinance

22. Second Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title XIII, Chapter 136, "Public Camping"

- Public camping has become a safety hazard within the community. Enforcement of public camping is currently conducted utilizing the zoning ordinance, which is ineffective.
- The proposed ordinance would establish clear, enforceable standards to protect the health, safety, and welfare of all residents while ensuring fair and compassionate enforcement.

23. Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V Public Works, by amending Chapter 53 Stormwater Utility

- At the October 19, 2020, city council meeting, the Newton City Council approved the creation of a Stormwater Utility Ordinance.
- The stormwater utility budget currently has a surplus, but after several planned projects are completed in the next fiscal year, the budget will be depleted. This will only allow staff to complete a minimal number of projects a month.
- An additional one dollar per ERU would generate an additional \$140,000 in revenue, allowing larger-scale projects to continue.

Resolution

24. Resolution Adjusting the Fee Schedule for the Newton Fire Department Ambulance Service

- The Fire Department provides ambulance service to citizens and visitors to Newton.
- In 2012, City Council adopted rate modifier of 1.75 tied directly to Medicare rates.
- Each year the fee schedule is reviewed and revised based on increases and decreases to the Medicare fee schedule.

25. Resolution approving the purchase of 2 Bungalow Court, City of Newton, Jasper County, Iowa

- The City has the opportunity to purchase #2 Bungalow Court as part of on-going curb appeal improvements along 1st Avenue East.
- A purchase price of \$60,000.00 has been negotiated with the property owner for the "double lot" property.
- First Avenue East TIF funds would be used for the acquisition, not impacting bonded funds or general tax funds.

Staff Report

26. W 4th St N & N 2nd Ave W Traffic Signals — Joe Grife, Public Works Director

Mayor/Council Comments

27. Mayor and Council Comments

Adjourn

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

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
JANUARY 5, 2026, 6:00 PM

Pledge

Pledge of Allegiance

Mayor Ervin 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 Ervin presided. Present Council Members: Mills, Roth, Dalton, Hallam, Simbro, Holschuh. Absent: None.

Presentation

2. Newton Rail Park Video

Mayor Ervin introduced the Rail Park video and mentioned the appointment of Chris Barton to serve on the Newton Rail Park Joint Development Committee.

Citizen Participation

3. There was no citizen participation.

Consent Agenda

Moved by Dalton, seconded by Hallam to approve consent agenda items 4-24. Moved by Dalton, seconded by Mills to pull items 15 and 20 from consent to discuss. AYES: Six. NAYS: None. Items 15 and 20 were pulled from the consent agenda. AYES: Six. NAYS: None. Consent Agenda was adopted.

4. December 15, 2025 Regular City Council Meeting Minutes

5. December 15, 2025 Workshop Minutes

6. Approve Liquor Licenses for the following: Montana Mike's Steakhouse - LC0041393, 1400 W 18th St S, Class C Retail Alcohol License renewal and Sombrero - LC0038865, 1130 1st Ave E, Class C Retail Alcohol License renewal

7. Designate January 19, 2026 as a public hearing date for the 1st Budget Amendment for Fiscal year 2025-2026

8. Resolution Appointing Chris Barton to serve on the "Newton Rail Park Joint Development Committee"
Resolution 2026-001 adopted.

9. Resolution Rescheduling the February 2, 2026 Regular Council Meeting to February 3, 2026
Resolution 2026-002 adopted.

10. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-01)
Resolution 2026-003 adopted.

11. Resolution approving an agreement with the Iowa Economic Development Authority for the FY26 Iowa Tourism Grant
Resolution 2026-004 adopted.

12. Resolution Approving the 2026 Independence Day Fireworks Proposal
Resolution 2026-005 adopted.

13. Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest activities
Resolution 2026-006 adopted.

14. Resolution approving reduced prices on Maytag Pool single-day admissions for June 13, 2026
Resolution 2026-007 adopted.

15. Resolution approving remaining costs of the 2024 Streetscape Improvements Project
Moved by Hallam, seconded by Holschuh to adopt the Resolution. Mills announced that he would be abstaining due to his employment with Manatts. AYES: Five. NAYS: None. ABSTAINED: One. Resolution 2026-008 adopted.

16. Resolution approving a copier lease and service agreement for Utility Billing
Resolution 2026-009 adopted.

17. Resolution Approving a Property Tax Rebate for the CRH Properties LLC Property Located at 117 1st Ave W Within the North Central Urban Renewal Area
Resolution 2026-010 adopted.

18. Resolution approving a 28E agreement with the State of Iowa Department of Revenue Supporting the I-Pledge Tobacco, Alternative Nicotine, and Vapor Product Enforcement Program
Resolution 2026-011 adopted.
19. Resolution approving change order #1 for the 2025 HMA Alley Overlay Project
Resolution 2026-012 adopted.
20. Resolution approving CO #1 and accepting completion of the Public Works Community Development Wash Bay Project
Moved by Hallam, seconded by Mills to adopt the Resolution. Public Works Director Joe Grife indicated the reason it was pulled out was due to a discrepancy in the funding sources. It was changed from Bonds to Road Use Tax AYES: Six. NAYS: None. Resolution 2026-013 adopted.
21. Resolution amending the submission of a pre-application for Federal Airport Improvement Program funding and certifying eligibility requirements that was previously approved by Resolution 2025-458
Resolution 2026-014 adopted.
22. Resolution approving the letter of support for DMACC's T-Mobile Hometown Grant Application
Resolution 2026-015 adopted.
23. Resolution to provide free golf and pool passes for inclusion in the Newton Housing Development Corporation's (NHDC) 2026 Get to Know Newton Welcome Package
Resolution 2026-016 adopted.

24. Approve Bills

Ordinance

25. Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title XIII, Chapter 136, "Public Camping"
Moved by Dalton, seconded by Hallam to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Resolution

26. Resolution approving quote for water storage reservoir suction pipe repairs
Moved by Roth, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-017 adopted.
27. Resolution authorizing the purchase of Water Meters and Radio Read End Points
Moved by Simbro, seconded by Holschuh to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-018 adopted.
28. Resolution Approving Assignment and Assumption of Workforce Housing Loan Program Documents by and among the City of Newton, Iowa, Hatch Development Group, LLC and the Iowa Finance Authority
Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-019 adopted.

Staff Report

29. Storm Water Utility Fee - Joe Grife, Public Works Director
Grife proposed an increase to the current fee, effective July 1, 2026, in order to solve additional stormwater issues that cause problems during heavy rains.

Mayor/Council Comments

30. Mayor and Council Comments
Hallam proclaimed, "Happy New Year." Mills welcomed the new council members. Toni Peska, a fellow classmate, asked Mayor Ervin to clarify that it's Randy Ervin, an Aurora Heights graduate. Ervin announced that we may have some difficult conversations, but he is not going to lie. He stated that making the city a success takes everyone working together, and we will have some challenges.

Adjourn

Moved by Dalton, seconded by Hallam to adjourn the meeting at 6:47 P.M. Motion unanimously carried by voice vote.

NEWTON BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
JANUARY 5, 2026, 6:55 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in Special session at 6:55 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Ervin presided. Present Council Members: Mills, Roth, Dalton, Hallam, Simbro, Holschuh. Absent: None.

Presentation

2. Partner Organization Presentations
United Way, RSVP, YMCA, and Main Street were each given 5 minutes to present their requests for funding.
3. Executive Team Presentations - Police
Chief Burdess presented the Police budgeting changes, including an increase in assessment revenues and decreases in vehicle repair and contractual services. There was an increase in overtime, minor equipment and computer equipment. Additional funds were budgeted in Animal Control to cover the Trap, Neuter, Release Program for cats.
4. Initial General Fund Revenue Estimate - Rodrigo Leon, Financial Analyst
The FY27 \$8.12621 Projected General Fund Property Tax Budget total: \$4,921,328. General Fund CGFL Property Taxes received in FY27 are projected to increase by \$375,597. The City released the Speedway/Prairie Fire TIF and FY27 is also a reassessment year.
5. FY27 Budget Information - Candace Streeter, Financial Analyst and Lisa Frasier, Finance Officer
The City received valuations from the County on Friday, January 2nd. Total Taxable valuations are up 11.28%. This includes releasing all the Speedway/ Prairie Fire TIF (100%), new values and reassessments. The City will need to decrease its CGFL by \$.24379, which will bring the total CGFL down to \$8.12621.

Mayor/Council Comments

6. Council Member Input - Questions and Comments for Staff
Council requested additional information in regard to Franchise Fees.

Adjourn

Moved by Mills, seconded by Simbro to adjourn the meeting at 8:36 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Randy J. Ervin, Mayor

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-01)

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: \$985.00

Report Number: 2026-21

Date:

January 19, 2026

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 \$985.00.

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 26-01).

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 26-01)**

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. 26-01 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 26-01, 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 February 4, 2026, 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 January, 2026.

APPROVED this _____ day of January, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-01: 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
Peggy Emry	833281005	428 S 3rd Ave W	Newton	\$362,410□	\$110.00	\$150.00	\$260.00	BAILEY & WILKINSON'S ADD, LOTS 5-6 BLK 4 & S 1/2 ALLEY ON N	11/24/2025
Chagani Brothers LLC	834138004	115 N 2nd Ave E	Newton	\$210,320□	\$120.00	\$150.00	\$270.00	ORIGINAL PLAT LOTS 1 & 2 BLK 15	12/1/2025
Ewa Long	834139004	200 1st Ave E	Newton	\$256,750□	\$100.00	\$150.00	\$250.00	ORIGINAL PLAT LOT 5 & W 44' LOT 6 BLK 14	12/1/2025
VFW Post 1655	834152002	315 1st Ave W	Newton	\$55,940□	\$55.00	\$150.00	\$205.00	ORIGINAL PLAT E 56' LOT 3 BLK 18	12/1/2025
TOTAL:							\$985.00		

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. 26-02)

Summary:

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

Financial Impact:

Cost Recovery: \$5,185.00

Report Number: 2026-22

Date:

January 19, 2026

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 2026- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 26-02)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-02: 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 26-02: 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 26-02: 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 26-02: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of January, 2026.

APPROVED this _____ day of January, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-02: 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
David Bentley	827279005	1008 N 11th Ave E	Newton	\$198,450	\$50.00	\$150.00	\$200.00	DODGE'S SD LOTS 2-3-4 BLK 2 & 25.75' X 40' SW COR LOT 6 BLK 2	12/4/2025
Savonny Chal & Moeipo Mak	834332001	702 E 4th St S	Newton	\$39,470	\$60.00	\$150.00	\$210.00	LEONARD'S ADD W 1/2 LOT 8 BLK 5	12/4/2025
Jacob Christiansen	834301007	301 S 5th Ave W	Newton	\$142,700	\$70.00	\$150.00	\$220.00	E M CALDWELL'S ADD LOT 1 BLK 1 EX E 5'	12/4/2025
Federal Home Loan Mortgage	834303020	525 W 2nd St S	Newton	\$173,550	\$70.00	\$150.00	\$220.00	STONE'S ADD LOT E	12/4/2025
Huyen Hoang	835104017	1326 Crescent Dr	Newton	\$76,770	\$70.00	\$150.00	\$220.00	BELMONT PARK LOT 17 BLK 2	12/4/2025
Joseph Jackson	834352017	927 W 2nd St S	Newton	\$151,870	\$70.00	\$150.00	\$220.00	NATION'S SD LOT 1	12/4/2025
Jeffrey Jones	834253001	505 S 3rd Ave E	Newton	\$189,740	\$70.00	\$150.00	\$220.00	SOUTH EAST ADD LOT 3 BLK C	12/4/2025
Kathryn Johnson Rev Living T	835108003	224 E 14th St N	Newton	\$163,950	\$70.00	\$150.00	\$220.00	COOPER'S SD LOT 1	12/4/2025
Steve Matthews	835104001	310 E 13th St N	Newton	\$92,660	\$70.00	\$150.00	\$220.00	BELMONT PARK W 86' LOT 8 BLK 2	12/4/2025
Chad Winslow	834162019	419 W 2nd St S	Newton	\$164,960	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT LOT 17 OUTLOT 16	12/4/2025
Michael Atchison	834231017	830 1st Ave E	Newton	\$67,430	\$50.00	\$150.00	\$200.00	EAST ADD LOT E SD LOT 7	12/5/2025
Devani Dearmond	834436004	1002 S 8th Ave E	Newton	\$227,650	\$60.00	\$150.00	\$210.00	LINCOLN PLACE ADD LOT 7 BLK 10	12/5/2025
Erick Fuerte	834204021	731 N 4th Ave E	Newton	\$99,960	\$70.00	\$150.00	\$220.00	EAST ADD LOT 10 BLK D EX PARCEL A	12/5/2025
Sean Guin	833228012	507 N 2nd Ave W	Newton	\$19,750	\$55.00	\$150.00	\$205.00	WEST NEWTON LOT 1 SD LOT 45	12/5/2025
Nathaniel Hinrichs	833279008	726 S 3rd Ave W	Newton	\$113,310	\$70.00	\$150.00	\$220.00	WOODROW'S SD LOT 11 BLK 3	12/5/2025
Ryan Leonard	834281029	407 E 12th St S	Newton	\$98,760	\$70.00	\$150.00	\$220.00	JONES' SD LOT 4 BLK U	12/5/2025
Paragon Builds LLC	834231019	908 1st Ave E	Newton	\$138,410	\$50.00	\$150.00	\$200.00	EAST ADD LOT C SD LOT 7	12/5/2025
Cole Webster	834230004	829 N 3rd Ave E	Newton	\$68,080	\$70.00	\$150.00	\$220.00	EAST ADD E 80' LOT 12 BLK C	12/5/2025
A.F. & A.M. Lodge 59	834113016	210 1st Ave W	Newton	\$135,470	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT LOTS G-H-K BLK 16	12/8/2025
CRL Real Estate LLC	834154005	113 1st Ave W	Newton	\$175,650	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT N 132' OF N/S ALLEY IN BLOCK 20	12/8/2025
Danny L Cupples Trust	834154009	103 1st Ave W	Newton	\$236,050	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT W 45' LOT 1 BLK 20	12/8/2025
VFW Post 1655	834152002	315 1st Ave W	Newton	\$55,940	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT E 56' LOT 3 BLK 18	12/8/2025
Ewa Long	834139004	200 1st Ave E	Newton	\$256,750	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT LOT 5 & W 44' LOT 6 BLK 14	12/8/2025
Chagani Brothers LLC	834138004	115 N 2nd Ave E	Newton	\$210,320	\$70.00	\$150.00	\$220.00	ORIGINAL PLAT LOTS 1 & 2 BLK 15	12/8/2025
TOTAL:							\$5,185.00		

City of Newton Council Report

**Item:**

Resolution approving change order #3 and accepting completion of the 2025 Sanitary Sewer Lining Project

Summary:

Approving Change Order #3 and accept completion of the 2025 Sanitary Sewer Lining Project

Financial Impact:

Council previously approved a contract for \$317,072.70 on September 2, 2025, and two previous change orders in the amount of \$14,307.50; this action would approve Change order #3 in the amount of \$5,158.75 and accept the project and authorize payment of the retainage amount of \$10,086.35

Report Number: 2025-1436**Date:**

January 19, 2026

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 home located at 501 S 2nd Ave W, the plumbing contractor alerted City staff to a pipe collapse in the mid-block section of W 5th St S. City staff confirmed that the failure was the result of an old lamp hole. Because the sanitary sewer main in this area is approximately 13 feet deep, lining the affected section with a Cured-In-Place (CIP) liner was determined to be the most practical and cost-effective repair method. This work was authorized through Change Order #1 in the amount of \$11,857.50.

During the installation of Change Order #1 improvements, it was discovered that the existing sanitary main was 10 inches in diameter, rather than the 8 inches indicated in the contract documents. A larger liner was therefore required, resulting in a cost difference of \$2,450.00, which was approved as Change Order #2.

Additionally, during the manhole lining portion of the project, it was identified that Manhole #2 had a broken casting, requiring one additional minor manhole adjustment. Final field-measured quantities also resulted in the inclusion of 20 additional feet of 8-inch pipe lining and five additional feet of pre-inspection footage for the project. Change order #3 will increase the project \$5,158.75

Recommendation:

Approving change order #3 and accepting the completion of the 2025 Sanitary Sewer Lining Project, and authorizing the retainage amount of \$10,086.35 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION APPROVING CHANGE ORDER #3 AND ACCEPTING COMPLETION
OF THE
2025 SANITARY SEWER LINING PROJECT**

WHEREAS, On September 2, 2025, Municipal Pipe & Tool was awarded the 2025 Sanitary Sewer Lining Project; and

WHEREAS, On September 18, 2025, during a sewer connection inspection for the Habitat for Humanity home located at 501 S 2nd Ave W, the plumbing contractor alerted City staff to a pipe collapse in the mid-block section of W 5th St S. City staff confirmed that the failure was the result of an old lamp hole. Because the sanitary sewer main in this area is approximately 13 feet deep, lining the affected section with a Cured-In-Place (CIP) liner was determined to be the most practical and cost-effective repair method. This work was authorized through Change Order #1 in the amount of \$11,857.50; and

WHEREAS, During the installation of Change Order #1 improvements, it was discovered that the existing sanitary main was 10 inches in diameter, rather than the 8 inches indicated in the contract documents. A larger liner was therefore required, resulting in a cost difference of \$2,450.00, which was approved as Change Order #2; and

WHEREAS, during the manhole lining portion of the project, it was identified that Manhole #2 had a broken casting, requiring one additional minor manhole adjustment. Final field-measured quantities also resulted in the inclusion of 20 additional feet of 8-inch pipe lining and five additional feet of pre-inspection footage for the project. Change order #3 will increase the project \$5,158.75; and

WHEREAS, the final contract amount based on the issuance of three change orders and actual measured quantities is \$336,211.70; and

WHEREAS, Municipal Pipe Tool Co LLC has completed the work, in general compliance with the terms, conditions, and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project and approves change order #3, and authorizes the Utilities Director to execute payment of the retainer in the amount of \$10,086.35 to Municipal Pipe Tool Co LLC from Water Pollution Control Funds no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of January, 2026

APPROVED this _____ day of January, 2026

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton 303 W 4th St N, Suite 501 Newton Iowa, 50208		Change Order No.3
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Owner:	City of Newton	Project Title:	2025 Sanitary Sewer Lining Project
Contractor:	Municipal Pipe Tool Co LLC		
Contract Date:	9/2/2025	Date Prepared:	12/2/2025
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
Add: Pipe Lining, CIPP 8" due to field measured quantities	19	\$ 29.50	\$ 560.50	
Add: A1 Pre Rehabilitation and Inspection due to field measured quantities	5	\$ 2.95	\$ 14.75	
Add: A2 CIPP 8" due to field measured quantities	5	\$ 29.50	\$ 147.50	
Add: A5 Manhole Adjustment, Minor Manhole in timber was broken	1	\$ 4,436.00	\$ 4,436.00	
Total Change in Cost		Total Change in Cost	\$ 5,158.75	
Contract Price Prior to this Change Order			\$331,380.20	
Net Increase Resulting from this Change Order			\$5,158.75	
Current Contract Price Including this Change Order			\$336,538.95	
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	

Date:

12/3/2025

The above changes are approved:

City of Newton, IA

By:

Contractor

Municipal Pipe

By:

Sharon Waschkat

City of Newton Council Report

**Item:**

Resolution accepting final completion of the WPC Treatment Plant and SW Pump Station Improvements Project and release of retainage

Summary:

Final acceptance of project and make final payment

Financial Impact:

\$118,000.00 retainage paid from WPC enterprise funds

Report Number: 2025-1538

Date:

January 19, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

On October 26, 2022, the City of Newton entered into an Agreement with Woodruff Construction, Inc., of Ames, Iowa, for the construction of public improvements known as the Treatment Plant & SW Pump Station Improvements Project.

Strand Associates served as the Engineer for the Project and has submitted an Engineer's Statement of Completion indicating that the Project has been completed in general compliance with the terms, conditions, and stipulations of the Contract.

The total contract amount for the Project is \$6,012,486.32. To date, \$5,894,486.32 has been paid. The remaining retainage \$118,000.00 represents the final payment and will be issued no sooner than thirty (30) days following Council acceptance of the Project, provided that no unpaid claims are filed in connection with the Contract.

Recommendation:

City Council accept the WPC Treatment Plant & SW Pump Station Improvements Project, subject to all applicable warranties and maintenance bond provisions, and authorize final payment in accordance with the Contract terms.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION ACCEPTING FINAL COMPLETION OF THE
WPC TREATMENT PLANT AND SW PUMP STATION
IMPROVEMENTS PROJECT AND RELEASE OF RETAINAGE**

WHEREAS, on October 26, 2022, the City of Newton, Iowa entered into an Agreement with Woodruff Construction, Inc., of Ames, Iowa, for the construction of public improvements known as the WPC Treatment Plant & SW Pump Station Improvements Project; and

WHEREAS, Strand Associates served as the Engineer for the Project and has submitted an Engineer's Statement of Completion indicating that the Project has been completed in general compliance with the terms, conditions, and stipulations of the Contract; and

WHEREAS, the total contract amount for the Project is Six Million Twelve Thousand Four Hundred Eighty-Six Dollars and Thirty-Two Cents (\$6,012,486.32), of which \$5,894,486.32 has been paid to date, leaving a remaining retainage amount of One Hundred Eighteen Thousand Dollars (\$118,000.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the WPC Treatment Plant & SW Pump Station Improvements Project is hereby accepted, subject to all applicable warranties and maintenance bond provisions contained in the Contract; and

BE IT FURTHER RESOLVED that final payment in the amount of \$118,000.00 is hereby authorized and shall be issued no sooner than thirty (30) days following Council acceptance of the Project, provided that no unpaid claims are filed in connection with the Contract.

PASSED this _____ day of January, 2026.

APPROVED this _____ day of January, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Engineer's Statement of Completion

Project: Treatment Plant & SW Pump Station Improvements	Date of Contract: 10/26/2022
Owner: City of Newton, Iowa	Owner's Contract No.: N/A
Engineer: Strand Associates	Engineer's PN: 2423-20B
Contractor: Woodruff Construction	

I hereby state that the construction of the Treatment Plant & SW Pump Station Improvements project by a Contract dated October 26, 2022 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

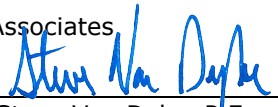
The work was completed on December 30, 2025. The Contract completion date is June 30, 2025.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$6,012,486.32. The derivation of this total amount is tabulated on the attached sheet.

A total of \$5,894,486.32 has been approved previously, leaving \$118,000.00 to be paid as of the date of this document. This amount is retainage, which shall be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

Strand Associates

By: 
Steve Van Dyke, P.E.

Iowa Registration No.: 16044

Date: December 30, 2025

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Date
Signed: _____

Title: _____

Attest: _____

Summary Derivation of Final Contract Amount
Treatment Plant & SW Pump Station Improvements
Newton, Iowa
7036.004

Calculation of Final Contract Amount

Original Contract Amount	\$	5,897,300.00
Change Order 1A	\$	6,394.09
Change Order 1	\$	90,719.00
Change Order 2	\$	150,000.00
Change Order 3	\$	(97,365.04)
Change Order 4	\$	(34,561.73)
Final Contract Amount	\$	6,012,486.32

Final Amount Due

Final Contract amount	\$	6,012,486.32
Pay Request 1	\$	(235,714.00)
Pay Request 2	\$	(469,283.02)
Pay Request 3	\$	(333,218.59)
Pay Request 4	\$	(252,164.50)
Pay Request 5	\$	(273,748.04)
Pay Request 6	\$	(241,988.99)
Pay Request 7	\$	(353,450.50)
Pay Request 8	\$	(230,239.63)
Pay Request 9	\$	(240,316.27)
Pay Request 10	\$	(223,529.68)
Pay Request 11	\$	(179,082.35)
Pay Request 12	\$	(335,583.34)
Pay Request 13	\$	(127,149.90)
Pay Request 14	\$	(273,696.58)
Pay Request 15	\$	(169,503.09)
Pay Request 16	\$	(205,041.41)
Pay Request 17	\$	(151,043.12)
Pay Request 18	\$	(145,834.95)
Pay Request 19	\$	(433,620.85)
Pay Request 20	\$	(20,292.00)
Pay Request 21	\$	(27,275.37)
Pay Request 22	\$	(619,325.14)
Pay Request 23	\$	(103,770.21)
Pay Request 24	\$	(23,151.14)
Pay Request 25	\$	(40,694.19)
Pay Request 26	\$	(3,145.14)
Pay Request 27	\$	(182,624.32)
Sum	\$	118,000.00

Final Payment Summary

Pay Request 28	\$	(118,000.00)
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Contractor's Application for Payment

Owner: <u>City of Newton, Iowa</u>	Owner's Project No.: _____
Engineer: <u>FOX Strand</u>	Engineer's Project No.: <u>2423-20B/7036.003</u>
Contractor: <u>Woodruff Construction</u>	Contractor's Project No.: <u>22-115</u>
Project: <u>Treatment Plant & SW Pump Station Improvements</u>	
Contract: <u>Treatment Plant & SW Pump Station Improvements</u>	
Application No.: <u>28</u>	Application Date: <u>12/29/2025</u>
Application Period: From <u>7/16/2025</u> to <u>8/31/2025</u>	

1. Original Contract Price	\$ 5,897,300.00
2. Net change by Change Orders	\$ 115,186.32
3. Current Contract Price (Line 1 + Line 2)	\$ 6,012,486.32
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 6,012,486.32
5. Retainage	
a. <u>0%</u> X <u>\$ 6,012,486.32</u> Work Completed =	\$ -
b. <u>0%</u> X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 6,012,486.32
7. Less previous payments (Line 6 from prior application)	\$ 5,894,486.32
8. Amount due this application	\$ 118,000.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ -

Contractor's Certification

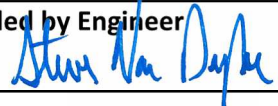
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Woodruff Construction</u>	
Signature: <u></u>	Digitally signed by Zach Phillips Date: 2025.12.29 08:56:08-06'00'
Date: <u>12/29/2025</u>	

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>December 30, 2025</u>	Date: _____
Approved by Funding Agency	
By: <u>N/A</u>	By: <u>N/A</u>
Title: _____	Title: _____
Date: _____	Date: _____

City of Newton Council Report

**Item:**

Resolution authorizing a 3-year agreement with HLW Engineering Group to provide professional services for the Newton Sanitary Landfill

Summary:

Renew agreement with HLW Engineering Group for engineering and professional services at the Newton Sanitary Landfill

Financial Impact:

\$64,937 over 3 years, plus \$5,000 per year for miscellaneous professional services to be paid from Landfill enterprise funds.

Report Number: 2026-3**Date:**

January 19, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Iowa Department of Natural Resources requires groundwater sampling, gas monitoring, and statistical analysis of the data at landfills. The personnel at HLW Engineering Group have worked with the Newton Sanitary Landfill for 30 years and are very familiar with the landfill's geology, hydrology, and cell construction. The City of Newton has been pleased with the service HLW has provided.

Attached is a 3-year agreement with HLW Engineering Group to provide inspections, sampling, statistical analysis, reporting, financial assurance calculations, and engineering services for the Newton Sanitary Landfill. The fees will be \$64,937 over the length of the agreement. This agreement also includes an additional estimated \$5,000.00 in general services per year, if needed. Given HLW's extensive landfill history and quality service, we recommend entering into a 3-year agreement with HLW Engineering Group. The annual cost of this contract will be included in the landfill operating budget and funded by landfill enterprise funds.

Recommendation:

City staff recommends approval of the 3-year contract with HLW Engineering Group to perform professional services for the Newton Sanitary Landfill.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION AUTHORIZING A 3-YEAR AGREEMENT WITH HLW ENGINEERING GROUP TO PROVIDE PROFESSIONAL SERVICES FOR THE NEWTON SANITARY LANDFILL

WHEREAS, the Iowa Department of Natural Resources requires various routine inspections, sampling, analysis, and reporting for permit compliance for the Newton Sanitary Landfill; and

WHEREAS, HLW Engineering Group of Story City, Iowa, proposes to assist the Newton Sanitary Landfill in performing the permit compliance reporting to satisfy the requirements of the Iowa Department of Natural Resources; and

WHEREAS, personnel at HLW Engineering Group have been working with the Newton Sanitary Landfill for 30 years and have an extensive history of the geology and cell construction at the landfill; and

WHEREAS, HLW Engineering Group has provided a 3-year Agreement for the required services in the amount of \$64,937. This agreement also includes an additional estimated \$5,000.00 in general services per year, if needed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Mayor to execute said Agreement with HLW Engineering Group. The cost of this contract will be funded by landfill enterprise funds.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

December 18, 2025

Mr. Joe Grife
Public Works Director
City Of Newton
303 West 4th Street North, Suite 501
Newton, Iowa 50208



**RE: Newton Sanitary Landfill
Permit Compliance Services
PN 6002-26A**

Dear Mr. Grife:

HLW Engineering Group proposes to provide professional engineering services to the Newton Sanitary Landfill related to permit compliance services including semi-annual water sampling, semi-annual Engineer inspection, quarterly explosive gas monitoring, annual water quality reporting, semi-annual water quality notification, Closure/Post-Closure Cost Estimates and Financial Assurance Documentation, annual Green House Gas Modeling Updates, and other general consulting services as requested by the Landfill. These tasks are hereinafter referred to as the Project. As the Owner of the Newton Sanitary Landfill, you must make available to us all pertinent existing data and furnish us with full information as to your requirements including any special or extraordinary considerations for specialized services.

IDNR is undergoing a rule revision process in response to the Governor's Executive Order (EO) 10. This process will result in revisions to IAC 567-113, Sanitary Landfills for Municipal Solid Waste: Groundwater Protection Systems for the Disposal of Nonhazardous Wastes. The revisions are expected to become rule in calendar year 2026. At this time the extent of the rule revisions, and the required changes to the scope of services outlined below, is unknown.

Groundwater sampling episodes for the operating RCRA Subtitle D MSWLF (Areas A, B, C, D) and the Closed Landfill (1945 Landfill) are anticipated to occur in March and September each year. The groundwater sampling activities include water level readings, collection of water samples, delivery of samples to an independent laboratory, tabulation of data, data review, data analysis, and submittal of data to the Iowa Department of Natural Resources (IDNR) and to the Newton Sanitary landfill.

Upon receipt of all laboratory data from each sampling episode, the data will require evaluation and reporting according to the statistical method identified in the 2009 Statistical Plan submitted to IDNR (pursuant IAC 567-113.10(4)g & h). The statistical evaluation will be performed by our subconsultant, Otter Creek Environmental. The subconsultant costs are included in our lump sum fees for the Annual Water Quality Report (AWQR) and semi-annual notification as described below.

A semi-annual Water Quality Notification summarizing the effect that the facility is having on groundwater quality is required by IDNR within 14 days of receipt of the Statistical Evaluation of the spring sampling episode. The Water Quality Notification will be prepared pursuant the May 22, 2013 un-numbered permit amendment. The semi-annual Water Quality Notification will apply to both the 1945 landfill and Areas A, B, C, D, of the RCRA landfill. The semi-annual Water Quality Notification will be submitted to the IDNR and to the Newton Sanitary Landfill.

Annual Water Quality Reports, for the Closed 1945 Landfill, summarizing the effect that the facility is having on groundwater quality will be prepared. The Annual Water Quality Report will be prepared

pursuant IAC 567-113.10(10). The Annual Water Quality Report will also include a summary of the annual explosive gas monitoring performed in accordance with the approved Gas Monitoring System Plan (GMSP). The Annual Water Quality Report will be submitted to the Newton Sanitary Landfill and to the IDNR in November of each year.

Annual Water Quality Reports, for Areas A, B, C, and D, summarizing the effect that the facility is having on water quality will be prepared. The Annual Water Quality Report will be prepared pursuant IAC 567-113.10(10). Additionally, an evaluation of the current Leachate Control System will be prepared as a supplement to the Annual Water Quality Report(s). The Annual Water Quality Report will also include a summary of the annual explosive gas monitoring performed in accordance with the approved Gas Monitoring System Plan (GMSP). The Annual Water Quality Report will be submitted to the Newton Sanitary Landfill and to the IDNR in January of each year.

Inspection activities will include a semi-annual inspection in April and October of each year. A written report for each inspection will be generated and submitted to IDNR. The inspection activities will include a review and discussion with landfill staff of the Stormwater Management Plan/Program, the Spill Prevention Control and Countermeasure (SPCC) Plan, and the Emergency Response and Remedial Action Plan. An annual (at a minimum) inspection of on-site Stormwater Management Activities and the SPCC will be completed. Reference to the Plan reviews and inspections will be included at least annually in one of the certified semi-annual engineer's inspection reports.

Explosive gas monitoring (pursuant to IAC 567-113.9(2)) will be performed concurrently with water sampling activities in March and September. Separate trips will be made to perform the explosive gas monitoring in December and June.

The annual Green House Gas Modeling update is an EPA requirement following submittal of the original model in 2010. The calculated CO₂ equivalents emissions from the Newton Sanitary Landfill exceed the EPA threshold of 25,000 Mg per year so reporting to EPA is required. Fees for the modeling and required reporting to EPA are included in this agreement.

Estimates of Closure and Post-Closure costs will be initiated in January of each year and will be completed and submitted to the City of Newton in February or March of each year. HLW Group will also attend the annual 28E meeting and provide supporting Financial Assurance documentation for submittal to IDNR. Please note that the cost estimate for post-closure maintenance will not include an estimate of cost for additional corrective action as may be required under IAC 567-113.14(5) in the event of apparent leachate migration into surface and/or groundwater. HLW Group is not a financial analyst or financial advisor and the City of Newton may wish to acquire financial advice from others.

The Sanitary Disposal Project (SDP) permit for the landfill expires on March 4, 2027 and will require renewal. Renewal documentation is due to IDNR at least 90 days prior to the permit expiration date. It is assumed that minimal revisions to the currently approved SDP Permit documentation for the landfill will be needed as operations have not changed appreciably since the current permit was issued. This cost includes preparation and submittal of the documentation required by IDNR for permit renewal as listed on the current version of the IDNR Municipal Solid Waste Landfill Permit Application Form 50 (542-1542). If the IDNR Form is changed, or if additional information is requested by IDNR that is not listed on the current form, the additional information will be provided under the Additional Services portion of this Agreement.

Additional services under this agreement will consist of general consultation on solid waste management projects including field visits, Environmental Covenant consultation for the 1945 SLF, and

other miscellaneous consultation under the direction of the City of Newton. HLW Engineering Group will not undertake any Additional Services under this agreement without prior verbal confirmation from you or your agent. If the City identifies a significant task or project, HLW will work with you to develop a scope of work and cost for the project if possible. A separate agreement can then be developed for that scope at your request.

The fees for our Basic Services will be on a fixed fee basis. Payment for fixed fees will be on a monthly basis upon completion of the work item. Although the fees are shown by task, the compensation for individual tasks are not independent of each other and elimination of any task, in part or in whole, shall justify a review and possible adjustment of the fees for this proposal. The fees for our General Consulting and/or Additional Services will be billed only if they are performed and will be on an hourly fee basis. Work performed on an hourly time and expense basis will be billed monthly based on the actual hours spent on the project plus reimbursable expenses incurred in connection with the project. A Standard Hourly Rate Fee Schedule for 2026 is attached to this agreement. The Standard Hourly Rate Schedule will be reviewed at the end of each year and a new rate schedule will be provided, if applicable.

The cost of analytical testing will be billed directly to the City of Newton by the laboratory.

The term of this Service Agreement is three (3) years; February 1, 2026 through January 31, 2029. We would expect to initiate the work under our Basic Services as follows with the associated cost incurred as indicated.

<u>BASIC SERVICES</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
January				
Annual Water Quality Report (Areas A, B, C, D)	NA*	\$3,406	\$3,406	\$3,406
Financial Assurance & 28E Meeting	NA*	\$3,975	\$3,975	\$3,975
February				
Green House Gas Model Update	\$2,300	\$2,300	\$2,300	NA
March				
Hydrologic Monitoring (Old & New Areas)	\$2,380	\$2,380	\$2,380	NA
Explosive Gas Monitoring & Leachate Levels	\$ 470	\$ 470	\$ 470	NA
April				
Semi-Annual Notification to IDNR	\$1,435	\$1,435	\$1,435	NA
May				
Semi-Annual Inspection	\$1,250	\$1,250	\$1,250	NA
June				
Explosive Gas Monitoring & Leachate Levels	\$ 470	\$ 470	\$ 470	NA
September				
Hydrologic Monitoring	\$2,380	\$2,380	\$2,380	NA
Explosive Gas Monitoring & Leachate Levels	\$ 470	\$ 470	\$ 470	NA
November				
Semi-Annual Inspection (Old & New Areas)	\$1,250	\$1,250	\$1,250	NA
Annual Water Quality Report (1945 Landfill)	\$2,350	\$2,350	\$2,350	NA

HLW Engineering Group, 204 West Broad Street, P.O. Box 314, Story City, Iowa 50248
(515) 733-4144  **(515) 733-4146 Fax**

SDP Permit Renewal	\$4,500	NA	NA	NA
December				
Explosive Gas Monitoring & Leachate Levels	\$ 470	\$ 470	\$ 470	NA

* Currently under Contract

ADDITIONAL SERVICES (as requested)

During Contract Period

General Consultation, hourly estimated	\$ 5,000	\$ 5,000	\$ 5,000	NA
Total Basic Services, (Fixed Fees) -	\$19,725	\$22,606	\$22,606	\$7,381
Additional Services, (Estimated) -	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>NA</u>
	\$24,725	\$27,606	\$27,606	\$7,381

If there are protracted delays for reasons beyond our control, we will advise the Newton Sanitary Landfill immediately upon discovery. We would then expect to negotiate with you an equitable adjustment of our compensation and schedule taking into consideration the impact of such delay.

If IDNR issuance of a renewed or amended Operating Permit Provision in the future acts to materially and substantially modify the requirements and the necessary scope of services to address the requirements, we would expect to negotiate with you an equitable adjustment of our compensation and schedule taking into consideration the impact of such provisions.

GENERAL TERMS AND CONDITIONS

1.0 CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project: designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to CONSULTANT'S submissions; and give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

1.2 CLIENT shall also do the following and pay all costs incident thereto:
Furnish to CONSULTANT all pertinent information, which may include but not be limited to plans and specifications, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.

Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.

Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality.

CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and CONSULTANT shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 DISPUTE RESOLUTION

6.1 CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Paragraph 6.3, or other provisions of this Agreement, or exercising their rights under law.

6.2 If the parties fail to resolve a dispute through negotiation under Paragraph 6.1, then either or both may invoke the procedures of Paragraph 6.3.

6.3 Mediation: CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. CLIENT and CONSULTANT agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

7.0 DELAYS

7.1 If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT'S services is impaired, or CONSULTANT'S services are delayed or suspended, then the time for completion of CONSULTANT'S services, and the rates and amounts of CONSULTANT'S compensation, shall be adjusted equitably.

7.2 If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CLIENT shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

8.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses.

CONSULTANT shall have no liability to CLIENT on account of termination.

9.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

10.0 ALLOCATION OF RISKS

10.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

10.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising including consequential damages, unless otherwise prohibited by law.

11.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding

anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

12.0 PUBLIC RESPONSIBILITY

12.1 Both the CLIENT and the CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The CLIENT shall make no request of the CONSULTANT that in the CONSULTANT'S reasonable opinion, would be contrary to the CONSULTANT'S professional responsibilities to protect the public. The CLIENT shall take all actions and render all reports required of the CLIENT in a timely manner. Should the CLIENT fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the CLIENT agrees the CONSULTANT has the right to exercise its professional judgement in reporting to appropriate public officials or taking other necessary action. The CLIENT agrees to take no action against or attempt to hold the CONSULTANT liable in any way for carrying out what the CONSULTANT reasonably believes to be its public responsibility.

12.2 The CLIENT agrees the CONSULTANT shall not be held liable in any respect for reporting said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages liabilities or costs arising out of or in any way connected with the CONSULTANT'S notifying or failing to notify appropriate public officials.

13.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

14.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

15.0 HEALTH AND SAFETY

This proposal assumes the work can be performed with OSHA Level D Personal Protective Equipment (PPE) consisting of a normal work uniform, with eye protection and hard hat where required. Fees for services will be adjusted as necessary should more stringent health and safety procedures be necessary based on specific site conditions, or confined space entry be required.

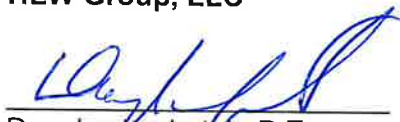
16.0 OTHER

- 16.1** The titles used in this instrument are for general reference only and are not part of the Agreement.
- 16.2** Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 16.3** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.
- 16.4** This Agreement is to be governed by the law of the state in which the Project is located.

END OF GENERAL TERMS AND CONDITIONS

This eight (8) page Agreement, and the attached 2026 hourly rate schedule, represent the entire understanding between the City of Newton, Iowa and HLW Engineering Group in respect to the Project, and may only be modified in writing signed by both parties. This Agreement is offered for acceptance through January 31, 2026. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return both copies to us as notice to proceed. We will return 1 signed copy to you for your records. The terms of this Agreement shall not extend beyond January 31, 2029, unless extended in writing by us.

Respectfully submitted,
HLW Group, LLC



Douglas Luzbetak, P.E.
Managing Member



Todd D. Whipple, CPG
Managing Member

Accepted this ___ day of _____, 20____, by the City of Newton

By: _____

By: _____

Title: _____

Title: _____



HLW Engineering Rate Schedule

ROLE

RATE

Personnel

Senior Licensed Professional Engineer	\$204.00/Hour
Senior Professional Geologist	\$187.00/Hour
Senior Engineering Technician	\$175.00/Hour
Survey Crew	\$200.00/Hour
Resident Project Representative	\$160.00/Hour

Field Services & Supplies

Nuclear Density Testing	\$25/Test, \$250/Day Maximum
Survey Wood	\$12.00/Hour
Survey Equipment	\$10.00/Hour
Padlock	\$16.00/Each
Waterra Footvalve	\$15.00/Each
Waterra Tubing	\$0.50/Foot

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies. The rate listed is the maximum billing rate for each category; actual charges may be less.

Listed rates are effective **January 1, 2026** through **December 31, 2027**.

BILLABLE EXPENSES: Billable expenses include specialty equipment (total station and GPS survey equipment, laboratory/field testing equipment, and environmental monitoring equipment/supplies), specialty vehicles (\$1.25/mile), and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project. Reimbursable expenses will not be subject to any administrative fee or mark-up.

City of Newton Council Report

**Item:**

Resolution approving the Clinical Engineering Agreement with Unity Point Health

Summary:**Financial Impact:**

Agreement provides for a \$134/hour agreed upon rate. Review of past expenditures with Unity Point show a \$300-500 annual cost..

Report Number: 2026-4**Date:**

January 19, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

The Newton Fire Department uses some very advanced medical equipment. This equipment is checked annually as part of a preventative maintenance program and has historically been contracted through BioMed Services, which is a part of the Unity Point Health System. This agreement provides pricing for preventative maintenance for this equipment and for necessary repair should we choose to use them for the repairs. Typically, we have sent equipment to be repaired back to the manufacturer as they will certify it to their manufacturing standards.

This agreement is in place for a one-year period and will be brought back for authorization at the end of the agreement period. Either party may terminate this agreement after 120 days and upon 90 days' notice.

Recommendation:

City Staff recommends Council approve the Clinical Engineering Agreement with Unity Point Health.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION APPROVING THE CLINICAL ENGINEERING AGREEMENT WITH
UNITY POINT HEALTH**

WHEREAS, the Fire Department utilizes some very advanced medical equipment that is required to be checked annually as part of a preventative maintenance program; and

WHEREAS, this preventative maintenance program has historically been contracted through BioMed Services, which is a part of the Unity Point Health System; and

WHEREAS, this agreement provides pricing for preventative maintenance for this equipment and for necessary repair should we choose to use them for the repairs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Clinical Engineering Agreement with Unity Point Health is approved and authorizes the Fire Chief to execute the agreement with Unity Point Health.

PASSED this _____ day of January 2026.

APPROVED this _____ day of January 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



1772-0127

CLINICAL ENGINEERING AGREEMENT

THIS CLINICAL ENGINEERING AGREEMENT is entered as of February 1, 2026 (the "Effective Date") into by and between Iowa Health System d/b/a UnityPoint Health (hereinafter "UPH"), and Newton Fire Department, 410 2nd Avenue W, Newton, IA, 50208 (hereinafter the "Customer").

I. STATEMENT OF AGREEMENT

UPH shall provide the "Customer" services on all medical electronic equipment listed in each Appendix. Services performed under this Agreement shall consist of services specifically described in the associated Appendix. Upon mutual agreement, UPH will follow the current version of the "customer's" policies and procedures, if applicable, to assist customer in meeting any regulatory or certification compliance requirements. The customer's policies and procedures may be used in place of, or in addition to, the latest version of UPH Quality Assurance Support Services document.

II. TERM AND TERMINATION

This agreement shall remain active for a period of one year from the effective date ("Initial Term").

Either party may terminate this Agreement with or without cause after one hundred twenty (120) days from the effective date and upon ninety (90) days written notice to the other party specifying the effective date of termination

III. PAYMENT TERMS

Customer will ensure that the Fees owed are paid in a timely manner. Invoices are typically rendered monthly and payment in full is due within 30 days of the date of invoice. UPH may charge an additional fee of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is less, to late payments. On five (5) days' notice to Customer, as appropriate, UPH may suspend performance of Services for non-payment until a reasonable time after the non-payment is cured. There is no right of off set, and Customer will not take deductions, unless authorized to do so by UPH through issuance of a credit memorandum. Customer, as appropriate, will give UPH written notice of any incorrect charges within 90 days of the UPH invoice to which the claim relates. After 90 days, the originally invoiced amount will be deemed to be correct.

FEES are exclusive of taxes and incremental third-party costs incurred based on Customer direction. All sales, use, excise or similar taxes and incremental third-party costs relating to the Services are Customer's sole responsibility. UPH may increase Fees once every twelve (12) months for increases in the Medical Care Services index of the Consumer Price Index. UPH will give Customer at least thirty (30) days prior notice of a change in Fees.

IV. PERIOD OF COVERAGE

Scheduled services shall be provided during "UPH's" normal working hours of 7:00 a.m. to 3:30 p.m. on Monday through Friday, excluding holidays. UPH shall provide emergency repair service, subject to technician availability, with reasonable response time, twenty-four (24) hours per day, seven (7) days per week, including holidays.

V. REPAIRS

A. ADJUSTMENTS AND MINOR REPAIRS

Work, such as minor external adjustments, tightening loose screws, etc., provided during normal maintenance inspection of scheduled equipment will be covered by this agreement.

B. MAJOR REPAIRS & ESTIMATES

Any repairs or estimates involving troubleshooting, disassembly of unit, labor for replacement of parts, etc., unless specified otherwise in the appropriate appendix, are not covered by this Agreement and will be billed separately at UPH prevailing rates.

C. PARTS

Parts used in the performance of this Agreement that are ordered or provided by UPH will be invoiced separately each month. The invoice will be adjusted to include administrative and freight related expenses as deemed appropriate by "UPH."

D. SERVICE CENTER REPAIR

If, in the opinion of UPH, the nature of the repair work on any item is too complex to perform on site, the equipment may be removed so that service may be performed at a UPH repair facility.

VI. COMMUNICATION

A. BILLING

An itemized statement will be sent monthly, if applicable. Terms net 30 days.

B. REPAIR REQUESTS

Emergency repair requests may be telephoned twenty-four (24) hours per day to: 1-800-532-0169

C. INFORMATION

All requests, questions, and comments may be directed to either the assigned service technician or the Clinical Engineering Manager at: 515-241-7000 Ext 4

D. REGULAR INSPECTIONS

Mutual scheduling of each regular inspection visit shall be made in advance, if possible. It is the customer's obligation to ensure equipment is available for inspection at the scheduled time. Equipment not made available at a scheduled time will be inspected at the next scheduled inspection date unless specific arrangements are made. Such specific arrangements may include special charges. There will be no refund in any such case.

VII. DOCUMENTATION

All appropriate documentation used in the performance of this Agreement will be supplied by UPH at no additional charge. Customized reports may be requested by customer for an additional fee(s).

A. SERVICE DOCUMENTATION

UPH will maintain a computerized log on each item covered under this Agreement. This log will contain pass/fail status and specific maintenance performed on that item by UPH.

B. INSPECTION TAGS

Each item under this Agreement will be marked with a self-adhesive tag indicating that it has passed an inspection. Instrument performance and other tags may also be provided if applicable.

VIII. RESPONSIBILITIES OF "CUSTOMER"

- A. Provide reasonable access to equipment covered by this Agreement as needed.
- B. Provide access to and use of all information and facilities determined necessary to service and/or maintain equipment.
- C. Provide a designated contact person.
- D. Attempt to negotiate training tuition credits with new equipment purchases to provide technicians the schooling necessary to repair and maintain specialized equipment.
- E. Provide operating supplies, consumables, and service manuals necessary to service and/or maintain equipment.
- F. Provide service and operator manuals at the time of new equipment purchases. UPH recommends acquiring two copies of the manuals, one for the facility where the equipment is located and one for UPH.
- G. Provide a secure area (or areas) for storage of all documentation and service manuals for equipment covered by this Agreement.

IX. EXCLUSIONS

This Agreement does not include (unless specifically listed in appropriate appendix):

- 1) Operating supplies and consumables.
- 2) Electrical work external to the equipment.
- 3) Maintenance of accessories, attachments, or equipment not specified in Appendix.
- 4) Estimates, major repairs, emergency services, and/or parts.
- 5) Installation, De-Installation, Relocation, or Modification of equipment
- 6) Custom reports/reporting
- 7) Research, prevention or mitigation work related to cybersecurity

Equipment not in normal operating condition at the start of this Agreement will be excluded. If requested, UPH will submit a cost estimate for any equipment found in need of repair. If the customer decides against repairing said equipment, it will not be included in this Agreement.

X. NON-SOLICITATION

- A. The customer, by accepting this Agreement, agrees not to offer employment to any UPH team member(s) engaged in the performance of the contracted terms herein, during the period of this Agreement and for one (1) year following termination of this Agreement. If the customer violates this agreement and hires an UPH team member, UPH will be entitled to liquidating damages payable by the customer. These damages will be equal to two times the sum of the hired UPH team member's annual compensation including base salary plus benefits.
- B. Nothing contained in this agreement shall be construed as to require physician(s) to refer patients to UnityPoint Health. Fees for the contracted services are not based on patient referrals in any manner.

XI. ACCESS TO BOOKS AND RECORDS

Because of the significant service component included in the referenced Agreement with "Customer" and to conform to Section 952 of the Omnibus Reconciliation Act of 1980 (Pub.L.96-499) UPH, agrees to provide the Secretary of Health and Human Services and the Comptroller General or their designated representative upon written request, access to the contract and to the books, documents and records necessary to verify the costs of the contract for a period of four years after the services are furnished under the contract. Further, if UPH carries out any duties of the contract or Agreement through a subcontract with a value or cost of \$10,000 or more over a 12 month period, with a related organization, upon written request will provide to the Secretary of Health and Human Services and Comptroller General or their representative the subcontract and the books, documents, and records of the related organization that are necessary to verify the nature and extent of the cost for a period of four years after the services are furnished under the subcontract.

XII. WARRANTY

Services are warranted for thirty (30) days to be supplied in a workmanlike manner. UPH warrants that the Customer will receive good title for all parts furnished in providing covered services hereunder, free from all liens, charges, and encumbrances.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND UPH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

XIII. LIMITATION OF DAMAGES AND LIABILITY

IN NO EVENT SHALL UPH BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF GOOD WILL, LOSS OF PROFIT, LOSS OF USE, OR INTERRUPTION OF BUSINESS OR FOR ANY CLAIMS MADE MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION OCCURRED.

IN NO EVENT SHALL THE DAMAGES ASSESSED AGAINST UPH FOR ANY CLAIM OR CLAIMS HEREUNDER EXCEED THE TOTAL MAINTENANCE CHARGE UPH RECEIVED FROM THE CUSTOMER FOR THE MOST RECENT ANNUAL PERIOD.

XIV. MISCELLANEOUS

A. ASSIGNMENT

Neither party shall assign this Agreement without prior written consent of both parties.

B. EXCUSED PERFORMANCE

After utilizing reasonable efforts to avoid the event, UPH shall be excused for performance, and shall not be liable for any delay or non-performance caused by the occurrence of contingencies beyond its control, including without limitation, war, sabotage, insurrection, riot, civil disobedience, failure or delay in public transportation, acts of any government or subdivision thereof that interfere with performance, judicial action, delay or nonperformance of suppliers, unavailability of spare parts, labor disputes, accident, fire, flood, storm, volcanic eruption, or other acts of God.

C. MODIFICATION

This Agreement may not be modified except by a written agreement signed by authorized representatives of the parties.

D. DISPUTES

This agreement is deemed to be entered into in Iowa and to be an Iowa contract and shall be governed and construed in accordance with the laws of the State of Iowa. UPH and Customer specifically agree that any legal action brought relating to this agreement will be brought and tried in Polk County, Iowa. All objections to venue are hereby waived by Customer, and Customer consents to service of process by certified mail addressed to the same addressee as that designated for notices. Notwithstanding the above, UPH shall have the right to bring any action or proceeding against Customer in the courts of any jurisdiction where Customer is located.

E. WAIVER

The failure of either party at any time to require performance by the other party of any of its obligations thereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of any remedy with respect to a breach of any provision shall not be taken as a waiver of a remedy with respect to any succeeding breach of that or any other provision.

F. SEVERABILITY

The parties agree that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall not impair the enforceability of any other clause. Moreover, if one or more provisions contained in this agreement shall for any reason be held to be overly broad so as to be unenforceable, such provisions shall be constructed by the appropriate judicial body by limiting and reducing them, so as to be enforceable to the extent compatible with the applicable law.

G. NOTICES

All “notices” provided for in this agreement shall be in writing, addressed to the appropriate party at the respective address set forth above or any then-current address of which it has received notice, and delivered in person or by overnight mail or courier, telex or telecopy, or other means providing proof of delivery.

XV. NO EXCLUSION

Each party represents and warrants that it is not now nor has it ever been an Excluded Provider. For purposes of this Section, the term “Excluded Provider” means a person or entity that either: (1) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as sanctioned, debarred, excluded, suspended, or otherwise ineligible for participation in any Federal Health Care Program, as defined at 42 U.S.C. §1320a-7b(f), including, without limitation, Medicare and Medicaid. Either Party shall notify the other Party within five (5) days after the Party receives notice that it is an Excluded Provider. The Party receiving such notice from the Excluded Provider shall have the right to terminate this Agreement at any time after learning that the notifying Party is an Excluded Provider. For purposes of this Section, UPH and “Customer” shall include, as applicable, (1) the entity entering into this Agreement and (2) any such entity’s directors, officers, managing employees, or any similar agent of such entity, any person who retains an ownership or controlling interest of 5% or more in the entity, and any subcontractors or employees performing the Agreement or providing the services hereunder.

XVI. INSURANCE

Each party during the term of this Agreement, shall provide, at its cost, liability insurance coverage for claims arising out of or related to the services provided or equipment covered under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. Each party shall provide the other party with evidence of the insurance required by this section.

XVII. INDEMNIFICATION

Each party (the “Indemnifying Party”) agrees to indemnify and hold the other party, its officers, directors, employees and agents (the “Indemnified Party”) harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney’s fees and court costs) arising out of (i) the negligence acts or omission of the Indemnifying Party, its officers, directors, employees or agents, and (ii) a breach of the terms of this Agreement, including any attachments or exhibits to this Agreement, by the Indemnifying Party.

XVIII. FEES

For equipment specific coverage and fees please see attached appendix.

Appendix 1772-TM01-0127

Iowa Health System d/b/a UnityPoint Health

Newton Fire Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Services provided by this Agreement include, but are not limited to (see equipment list for specific coverage):

ELECTRICAL SAFETY TESTING (ES)

- A. Physical Inspection
 - 1) Exterior of Unit
 - 2) Power Cord & Plug
- B. Electrical Leakage Current Tests
 - 1) Grounded
 - 2) Ungrounded

QUALITY ASSURANCE (QA)

- A. Mechanical Integrity
 - 1) Case, stand, and frame
 - 2) Knobs, meters, and connectors
- B. Functional (Operational) Check
- C. Visual Inspection

PREVENTIVE MAINTENANCE (PM)

- A. Quality Assurance checks
- B. Calibration check with necessary adjustments made or calibration referred to appropriate person(s)
- C. Defective or deteriorated parts replaced (and invoiced to customer) as necessary to guard against unexpected equipment failures

Services provided by UPH are one component of an overall hospital developed equipment management program required by CMS. Customer agrees to the preventative maintenance, risk assessment and tagging procedures which UPH adheres to as part of the equipment management program. Copies of these procedures will be provided upon request. Customer may select to be removed from UPH Alternate Equipment Maintenance (AEM) and/or UPH tagging procedures by initialing below.

*Initial _____ Customer selects to be removed from UPH tagging procedures. Copy of Customer's requirements must be provided to ensure compliance.

*Initial _____ Customer selects to be removed from UPH Alternate Equipment Maintenance (AEM) procedures. Copy of Customer's requirements must be provided to ensure compliance.

The following are services that when requested by the customer and/or agreed to under contractual agreement, directly contribute to an equipment management program:

Perform Quality Assurance checks on equipment we service/are contracted to service.

Provide equipment history/information on the equipment that we service/are contracted to service.

Keep an equipment inventory of equipment that we service/are contracted to service.

Perform initial inspections on new equipment, upon request of the customer and prior to use.

UPH also provides services in accordance with the following:

UPH performs electrical safety testing procedures in accordance with Code 99 of the National Fire Protection Act (2012 Edition of NFPA Code 99). X-ray services provided by UPH are performed in accordance with standards set forth by the Federal Drug Administration's CFR 21

Service Analysis

Newton Fire Department - Biomed

Services provided

Clinical inspections (Electrical Safety, Quality Assurance, Preventive Maintenance) and labor for UPH repairs of, but not limited to, the equipment on the following page(s).

Time and Materials

Labor Rate: \$134.00/hr

Effective: 2/1/2026

Period of coverage – 2/1/2026 to 1/31/2027

City of Newton Council Report

**Item:**

Resolution approving lime sludge removal contract 1-year extension with Jon Taylor

Summary:

Approve 1-year extension to the lime sludge removal contract

Financial Impact:

Not to exceed \$270,560.00 annually from Water Enterprise Funds

Report Number: 2026-25

Date:

January 19, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

On September 5th, 2023 the City Council approved to accept an existing three-year agreement that was previously entered into between Jon Taylor and the Newton Waterworks Board of Trustees, for the removal of lime sludge, from the lime storage lagoon.

March 3, 2025 Newton City Council approved a one-year extension of the existing contract, with no changes to quantity of lime sludge removed or price adjustments.

As of May 14th, 2026, the existing contract one-year extension will expire. The terms of the contract states, "this agreement may be extended, if mutually agreed upon by both parties, with annual supplemental agreements". Jon Taylor has agreed to a 1-year extension, under the same scope, compensation, and terms as the original agreement. This 1-year extension would become effective May 15th, 2026, and end May 14th, 2027.

Recommendation:

Approve extending the existing Lime Sludge Removal Contract with Jon Taylor of Prairie City, Iowa for 1-year, in the amount not to exceed \$270,560.00 annually, as approved previously by Newton City Council.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION APPROVING LIME SLUDGE REMOVAL CONTRACT 1-YEAR EXTENSION WITH JON TAYLOR

WHEREAS, on September 5, 2023, the City Council of the City of Newton, Iowa, approved acceptance of an existing three-year agreement previously entered into between Jon Taylor and the Newton Waterworks Board of Trustees for the removal of lime sludge from the storage lagoon; and

WHEREAS, on March 3, 2025, the Newton City Council authorized a one-year contract extension in accordance with the original contract agreement; and

WHEREAS, the terms of the contract state that “this agreement may be extended, if mutually agreed upon by both parties, with annual supplemental agreements”; and

WHEREAS, Jon Taylor has agreed to an additional one-year extension under the same scope of work, compensation, and terms as the original agreement; and

WHEREAS, this one-year extension shall be effective May 15, 2026, through May 14, 2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the existing Lime Sludge Removal Contract with Jon Taylor of Prairie City, Iowa, is hereby extended for one (1) year under the same scope of work, compensation, and terms as the original agreement previously approved by the City Council.

PASSED this _____ day of January 2026.

APPROVED this _____ day of January 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



LIME SLUDGE REMOVAL, ANNUAL SUPPLEMENTAL AGREEMENT, ONE YEAR EXTENSION BETWEEN THE CITY OF NEWTON UTILITIES DEPARTMENT, WATER TREATMENT DIVISION AND JON TAYLOR

PARTIES

The parties to this agreement are the Newton Utilities Department, Water Treatment Division and Jon Taylor

SCOPE

This agreement requires the Contractor to remove a minimum of 10,000 and up to a maximum of 16,000 wet tons of lime sludge annually between May 15th and May 14th of the following calendar Year.

Lime Sludge to be removed by the contractor and transported off site to locations at the sole risk and expense of said contractor. The contractor shall obey all county road speed limits and safely transport the sludge.

The contractor shall furnish all equipment and manpower as is reasonably necessary to accomplish loading of the residuals at the lagoon.

The contractor shall obtain all necessary permits for the transportation and accept full responsibility for the residuals after loading.

The contractor shall keep and maintain adequate liability insurance, naming the Board as additional insured with minimum limits and types of coverage.

The contractor shall take all reasonable measures to prevent the residuals from escaping from its trucks and equipment after said equipment has left the lagoon site. The contractor shall clean up any spilled residuals while transporting to the destination.

The contractor shall maintain from time to time the field road to the lime sludge lagoon. The Water Treatment shall provide rock as necessary.

The Water Treatment shall grant access to Jon Taylor and his employees for the purpose of performing the work required under this agreement.

COMPENSATION

The Water Treatment shall pay the contractor a rate of \$16.91 per wet ton of lime sludge removed from the lagoon and transported offsite. Should the contractor wish to remove more lime sludge per contract year, the contractor shall not be reimbursed, nor shall contractor be allowed to hold invoicing for future year's invoicing.

TERM

This agreement shall remain in force for one year. This agreement may be extended, if mutually agreed upon by both parties, with annual supplemental agreements. Newton Utilities Department, Water Treatment Division reserves the right to change quantities in annual supplemental agreements, based on Water Treatments operational needs. Should either party wish to modify this Agreement, it shall be signed by both parties. Should either party wish to end this agreement, a 10 month written notification shall be provided.

Both Parties Agree to the Above Scope

JURISDICTION

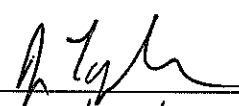
Newton Utilities Department
101 W. 4th St. So.
Newton, Iowa 50208

CONTRACTOR

Jon Taylor
10352 S. 88th Ave. West
Prairie City, Iowa 50228

BY _____

Date: _____

BY  _____

Date: 1/13/2020

(Seal)

Attest: _____

City of Newton Council Report

**Item:**

Resolution approving amendment #002 to the agreement for Professional Services Between the City of Newton, Iowa, and Bolton and Menk for 2025-01 Iowa Speedway Dr Sidewalk Project

Summary:

Second amendment to previously approved engineering agreement

Financial Impact:

\$6,500.00 from RUT funds

Report Number: 2026-28**Date:**

January 19, 2026

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).

Staff requested plan changes, additional easements, and planned traffic signal equipment submittal reviews after the award of the project, has necessitated an amendment to the original agreement.

The additional fee of \$6,5000 shall be paid for using RUT Funds.

Recommendation:

City staff recommends approval of amendment #002 to the 2025-01 Iowa Speedway Dr Sidewalk Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION APPROVING AMENDMENT #002 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, staff requested plan changes, additional easements, and planned traffic signal equipment submittal reviews after the award of the project, has necessitated an amendment to the original agreement.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that: Amendment #002 to Agreement for Professional Services is hereby approved, and the additional fee of \$6,500.00 shall be paid for using RUT Funds.

PASSED this _____ day of January 2026.

APPROVED this _____ day of January 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

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

This AMENDMENT #002 ("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") and AMENDMENT #001 dated October 20, 2025 is made and entered into on this ____ day of January, 2026.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, procurement, and construction 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 #002 to be executed by their duly authorized representatives on the dates written below.

CITY OF NEWTON

BOLTON & MENK, INC.

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: Matthew Ferrier, P.E.

TITLE: _____

TITLE: Principal Engineer

DATE: _____

DATE: _____

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001

This **SCOPE ATTACHMENT** is part of **AMENDMENT #002** 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. Review material certifications for the traffic signal equipment. 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)

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #002** 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	\$4,900
Deliverable 2	Review material certifications for Traffic Signal Modifications	\$1,600
Deliverable 3		
Deliverable 4		
Deliverable 5		
Deliverable 6		
THIS AMENDMENT Sub-Total		
(Less Reduction in Fee -if any)		
THIS AMENDMENT TOTAL		\$6,500

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT	Describe (if needed)	\$27,300.00
AMENDMENT #001 CHANGE (10/13/2025)	Final Design/ Legal Descriptions	\$13,750.00
AMENDMENT #002 CHANGE (1/8/26)	FINAL DESIGN AND SUBMITTAL REVIEW	\$6,500
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$47,550.00

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 **October 31, 2026.**

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City-owned property at 920-1100 West 22nd Street South and 2000-2112 South 11th Avenue West in Newton, Jasper County, Iowa

Summary:

Setting a public hearing for the sale of City-owned property.

Financial Impact:

None, setting a public hearing.

Report Number: 2026-19

Date:

January 19, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

In order for the City to entertain offers on city-owned property, council must first set a date, time, and place for a public hearing. This resolution accomplishes that requirement.

The subject properties are located on the east side of the Fountain Hills Subdivision.

Offers on the property will be received by the Community Development Department at 303 West 4th Street North, Suite 501, Newton, Iowa until 10:00 AM on February 10, 2026.

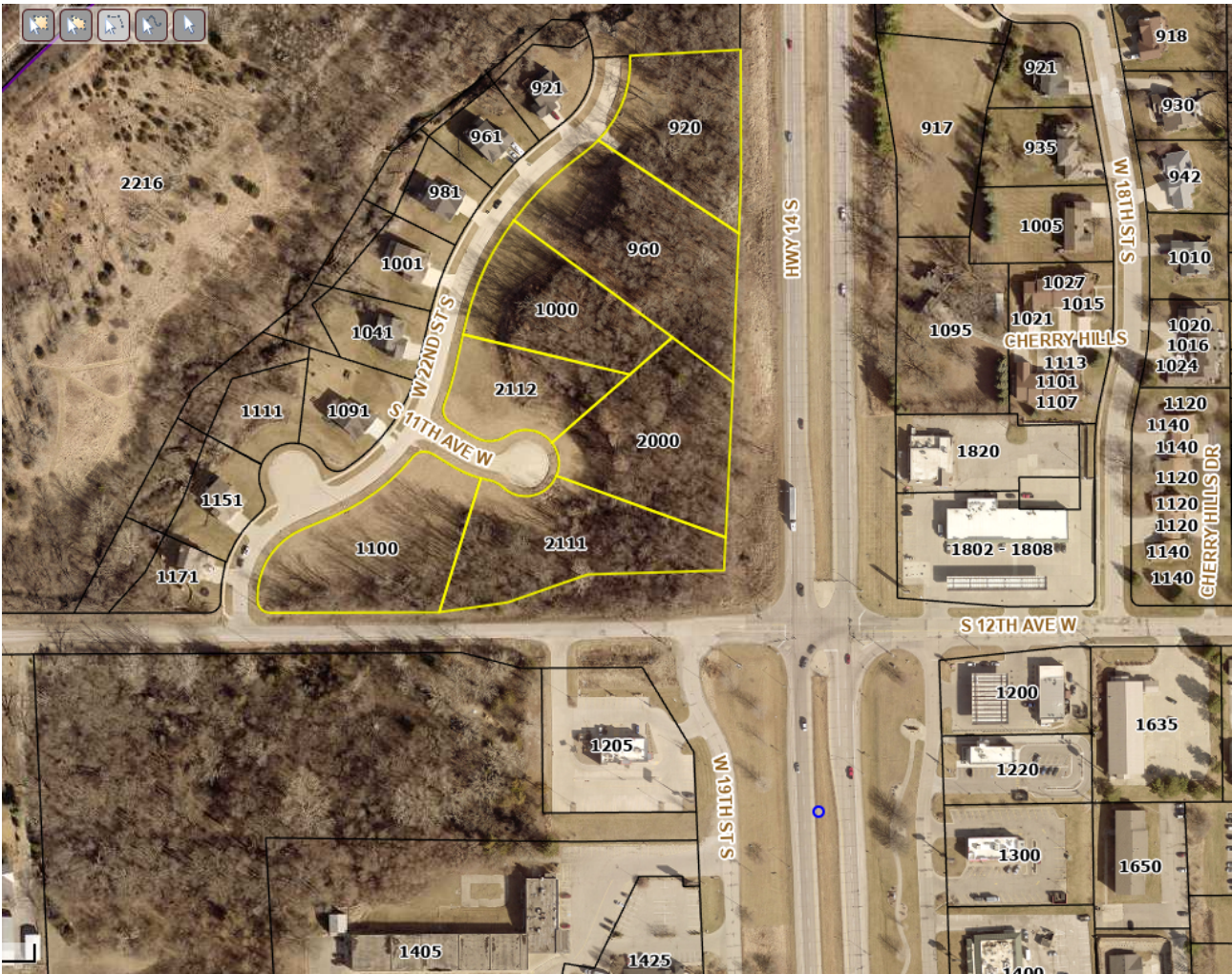
Recommendation:

Staff recommends approval of the resolution.

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

Matt Muckler, City Administrator

East Side of Fountain Hills Subdivision Map



RESOLUTION NO. 2026 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 920-1100 WEST 22ND STREET SOUTH AND 2000-2112 SOUTH 11TH AVENUE WEST IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 920 West 22nd Street South, legally described as: LOT SEVEN OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

960 West 22nd Street South, legally described as: LOT SIX OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

1000 West 22nd Street South, legally described as: LOT FIVE OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

1100 West 22nd Street South, legally described as: LOT ONE OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

2000 South 11th Avenue West, legally described as: LOT THREE OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

2111 South 11th Avenue West, legally described as: LOT TWO OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

2112 South 11th Avenue West, legally described as: LOT FOUR OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

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

Section 1: That a public hearing shall be held on February 16, 2026 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on February 16, 2026, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 920 West 22nd Street South, legally described as: LOT SEVEN OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 960 West 22nd Street South, legally described as: LOT SIX OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 1000 West 22nd Street South, legally described as: LOT FIVE OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 1100 West 22nd Street South, legally described as: LOT ONE OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 2000 South 11th Avenue West, legally described as: LOT THREE OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 2111 South 11th Avenue West, legally described as: LOT TWO OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST

ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 2112 South 11th Avenue West, legally described as: LOT FOUR OF THE REPLAT OF LOTS 1-11 OF FOUNTAIN HILLS ESTATES FIRST ADDITION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN BOOK A, PAGE 683 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on February 10, 2026 to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208 and shall include purchase price and proposed development. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of January, 2026

APPROVED this _____ day of January, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City-owned property at 509 West 2nd Street South, 625 East 5th Street South, 514 South 2nd Avenue West in Newton, Jasper County, Iowa

Summary:

Setting a Public Hearing

Financial Impact:

None. Setting a public hearing.

Report Number: 2026-30

Date:

January 19, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

In order for the City to entertain offers on city-owned property, council must first set a date, time, and place for a public hearing. This resolution accomplishes that requirement.

Offers on the property will be received by the Community Development Department at 303 West 4th Street North, Suite 501, Newton, Iowa until 10:00 AM on January 25, 2026.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 509 WEST 2ND STREET SOUTH, 625 EAST 5TH STREET SOUTH, 514 SOUTH 2ND AVENUE WEST IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 509 West 2nd Street South, legally described as: LOT “B” OF LOT ONE OF STONES ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B AT PAGE 215 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

625 East 5th Street South, legally described as: LOT 8, BLOCK B, COMMUNITY HEIGHTS SUBDIVISION, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA.

514 South 2nd Avenue West, legally described as: LOT 6, BLOCK 2 AND THE SOUTH HALF OF LOT D OF BLOCK 2 IN BAILEY & WILKINSON’S ADDITION TO NEWTON, JASPER COUNTY, IOWA.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on February 3, 2026 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on February 3, 2026, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 509 West 2nd Street South, legally described as: LOT “B” OF LOT ONE OF STONES ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B AT PAGE 215 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 625 East 5th Street South, legally described as: LOT 8, BLOCK B, COMMUNITY HEIGHTS SUBDIVISION, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA; 514 South 2nd Avenue West, legally described as: LOT 6, BLOCK 2 AND THE SOUTH HALF OF LOT D OF BLOCK 2 IN BAILEY & WILKINSON’S ADDITION TO NEWTON, JASPER COUNTY, IOWA . Offers shall be submitted by 10:00 a.m. on January 25, 2026 to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208 and shall include purchase price and proposed development. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of January, 2026

APPROVED this _____ day of January, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the Zoll Preventative Maintenance Agreement

Summary:

This Agreement provides terms for preventive maintenance of Zoll Medical equipment at the Newton Fire Department

Financial Impact:

Agreement covers four cardiac monitors and one ventilator. The contract price is \$2,015 annual.

Report Number: 2026-40

Date:

January 19, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

The Newton Fire Department uses some very advanced medical equipment. This equipment is checked annually as part of a preventative maintenance program and has historically been covered under a preventive maintenance agreement acquired at the time of purchase through Zoll. Any work required to bring units into compliance would be paid for at the time of service. Typically, we have sent equipment to be repaired back to the manufacturer as they will certify it to their manufacturing standards.

This agreement is in place for a one-year period and will be brought back for authorization at the end of the agreement period. Either party may terminate this agreement after 120 days and upon 90 days' notice.

Recommendation:

City Staff recommends Council approve the Zoll Preventive Maintenance Agreement.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION APPROVING THE ZOLL PREVENTIVE MAINTENANCE AGREEMENT

WHEREAS, the Fire Department utilizes some very advanced medical equipment that is required to be checked annually as part of a preventative maintenance program; and

WHEREAS, this preventative maintenance program has historically been acquired at the time of purchase through an extended warranty program; and

WHEREAS, this agreement provides pricing for preventative maintenance for this equipment and any necessary repair would be paid for at time of repair.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Zoll Preventive Maintenance Agreement is approved and authorizes the Fire Chief to execute the agreement with Unity Point Health.

PASSED this _____ day of January 2026.

APPROVED this _____ day of January 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

**EXPERTCARE PREVENTIVE MAINTENANCE CONTRACT****Newton Fire Department (Customer # 4473)****ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Jarrod Wellik (641) 792-3347 / jarrodw@newtongov.org**Bill To:** Newton Fire Department
410 South Second Avenue West
Newton, IA 50208**Ship To:** Newton Fire Department
410 South Second Avenue West
Newton, IA 50208**From:** Kerry Furey
Service Contracts Inside Sales Representative
978-421-9766 / kfurey@zoll.com**QUOTATION:** 00046599
Quote Date: December 31, 2025
Quote Pricing: Valid for 60 Days**PM Contact:** Jarrod Wellik - (641) 792-3347 jarrodw@newtongov.org**X Series**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89001-PM	Professional Defibrillators/Monitors - Preventive Maintenance - 1 Year X Series - Preventive Maintenance - 1 Year. Includes: Annual preventive maintenance, 24/7 Telephone support, general software updates, and minimum service fee waived. Shipping and use of a Service Loaner upon request during device service, and no charge shipping. Serial Number(s): AR18K035842, AR18K035851, AR18K035852, AR22F067915	01/01/2026 to 12/31/2026	4	\$340.00	\$340.00	\$1,360.00

Ventilation

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-731-PM-1Y	1 Year Preventive Maintenance - ZOLL 731 Ventilator 1 Year Preventive Maintenance - ZOLL 731 Ventilator. Includes: Annual preventive maintenance, 24/7 Telephone support, general software updates, CPT, filter replacement, and minimum service fee waived. Shipping and use of a Service Loaner upon request during device service, and no charge shipping. If during the PM, battery replacement is required, an additional charge will be incurred. Serial Number(s): AY20J044572	01/01/2026 to 12/31/2026	1	\$655.00	\$655.00	\$655.00

TOTAL: \$2,015.00**COMMENTS:**

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the [ExpertCare Service Plan Terms & Conditions](https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms) which can be found at <https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms>. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.



Newton Fire Department (Customer # 4473)
Quote No: 00046599 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Newton Fire Department

Authorized Signature:

Print Name _____

Title: _____

Date: _____

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 596.84
Airgas USA LLC	Fire	Supplies	\$ 588.18
Alliant Energy/IPL	All	Utilities	\$ 82,981.76
Amazon Capital Services	All	Supplies	\$ 1,892.59
Applied Concepts Inc	Police	Supplies	\$ 3,368.00
ASCAP	Parks	License	\$ 500.00
Ascendance Trucks Midwest LLC	City Garage	Supplies	\$ 269.18
Axon Enterprise Inc	Police	Supplies	\$ 2,590.85
Barney's Services Inc	Police	Service	\$ 259.89
Black Hills Energy	Parks/Maytag Pool	Utilities	\$ 740.27
Bound Tree Medical LLC	Fire/Admin	Supplies	\$ 1,596.34
Brick Gentry P.C.	Legal Services	Service	\$ 4,215.00
Budget Repair	Fire	Supplies	\$ 180.00
Card Services	All	Service	\$ 7,208.15
Carolina Software	Landfill	Service	\$ 500.00
Certified Laboratories	Parks	Supplies	\$ 260.90
Command Presence LLC	Police	Service	\$ 199.00
Construction Materials Testing	Fire	Services	\$ 1,304.50
Criswell, Morgan	Utilities Billing	Refund	\$ 120.00
Criterion Inc	Administration	Service	\$ 1,914.42
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 2,417.52
EMS MC Inc	Fire	Services	\$ 3,523.46
EZ Lease	WPC/Fire	Services	\$ 251.01
Fareway	Water Pollution Control	Supplies	\$ 20.94
Fastenal	Snow Removal	Supplies	\$ 671.24
Forbes Office Solutions	Landfill/Parks/WPC	Supplies	\$ 645.93
foreUp Golf Software	Golf	Supplies	\$ 1,500.00
Frame Works	Police	Supplies	\$ 294.85
Galls LLC	Police	Supplies	\$ 365.35
Garcia, Jose	Police	Reimbursement	\$ 50.00
Gregg Young Auto Center	Police	Service	\$ 2,824.84
Hach Co	Water Treatment Plant	Supplies	\$ 238.83
Hartz, David	Street	Reimb	\$ 36.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 8,559.16
Heartland Undergroud Solutions	Traffic Control/Tort Liability	Supplies	\$ 4,380.00
HLW Engineering Group	Landfill	Service	\$ 731.00
Hotsy Cleaning Systems	Fire	Service	\$ 249.98
Housby Heavy Equipment	Snow Removal/Street	Supplies	\$ 5,122.68
Hy-Vee Accounting	Police/Exec/Fire	Service	\$ 2,919.92
IMWCA	All	Service	\$ 18,782.00
Iowa Assoc of Professional Fire Chiefs	Fire	Service	\$ 120.00
Iowa Department of Natural Resources	Landfill	Training	\$ 8.00
Iowa Dept of Natural Resources	Landfill	Service	\$ 21,460.29
Iowa One Call	Engineering/WPC	Supplies	\$ 139.90
Iowa Prison Industries	Police	Supplies	\$ 668.47
Iowa Pump Works	Water Pollution Control	Service	\$ 1,036.08
Iowa State University Registration	Finance/Admin	Training	\$ 160.00

Isolved Benefit Services	Finance	Service	\$ 143.99
iWorQ	Water Distribution	Service	\$ 1,500.00
JETCO Inc	WPC/Water Treatment	Service	\$ 8,150.25
John Lee Photography	Community Marketing	Services	\$ 195.00
Johnson Aviation	Airport	Reimbursement	\$ 55.78
Johnson Controls Security Solutions LLC	Water Treatment Plant	Service	\$ 727.20
Jones, Larry	Utilities Billing	Refund	\$ 21.85
Kaldenberg, Michael	Police	Supplies	\$ 1,285.00
Key Cooperative	All	Fuel	\$ 17,469.15
Kinetic Edge Physical Therapy	All	Services	\$ 632.00
KNIA-KRLS	Community Marketing	Services	\$ 1,232.80
Lanser, Michael	Golf	Service	\$ 2,175.00
MacQueen Equipment LLC	Fire	Service	\$ 7,263.05
Martin, Angel	Police	Reimbursement	\$ 210.00
MercyOne Occupational Health Clinic	Police	Service	\$ 2,970.00
Metro Waste Authority	Landfill	Service	\$ 9,131.81
Microbac Laboratories Inc	Water Pollution Control	Service	\$ 5,977.00
Mid-America Pump & Supply Inc	Water Treatment	Supplies	\$ 3,354.80
Mid-States Organized Crime Inf	Police	Dues	\$ 150.00
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 15,454.16
MTI Distributing Inc	Parks	Supplies	\$ 2,153.03
Municipal Collections of America Inc	Fire	Service	\$ 68.96
Municipal Supply Inc	Water Distribution	Supplies	\$ 1,814.80
NAPA Auto Parts	All	Supplies	\$ 836.74
Newton Classic Car Wash	Police	Service	\$ 899.17
Newton Clinic	Fire	Service	\$ 752.80
Newton Community School	Police	Service	\$ 10.00
Newton Noon Kiwanis	Executive	Dues	\$ 240.00
Newton Rotary	Executive	Dues	\$ 810.00
Niemann Foods	Cemetery/WPC/Water Treat	Supplies	\$ 90.56
Nucor Harris Rebar Midwest LLC	Street	Supplies	\$ 5,006.40
OmniSite	WPC/Landfill RESO:2022-148	Service	\$ 456.00
Per Mar Security Services	Street/Airport	Service	\$ 275.79
Phelps Uniform Specialists	All	Supplies	\$ 243.31
Physicains Mutual	Fire	Refund	\$ 67.53
PJ's Deli	Fire	Supplies	\$ 67.45
Premier Office Equipment	Administration	Service	\$ 112.44
Pro Tech Tools LLC	City Garage	Supplies	\$ 68.20
Professional Developers of Iowa	Economic Development	Membership	\$ 375.00
Quill Corporation	Executive/City Center/P&Z	Supplies	\$ 154.89
Ray, Randy	Police	Service	\$ 663.00
Reeves Heating & Cooling	Animal Control/Airport	Service	\$ 287.50
Reliant Fire Apparatus Inc	Fire	Service	\$ 4,319.63
Ryan's Tire & Auto	Parks/City Garage	Supplies	\$ 2,402.46
Schwerin, Pamela	Fire	Refund	\$ 331.51
Self Insured Services Company	Fire	Refund	\$ 749.00
SESAC	Parks	License	\$ 641.00
Smith Quality Rental	Water Distribution	Supplies	\$ 46.00
Spahn & Rose Lumber Co	Police/Parks	Supplies	\$ 56.26
Spectrum Paint Company	Parks	Supplies	\$ 67.36
Springer Professional Home Services	City Center	Service	\$ 128.70

Star Equipment	Water Distribution	Supplies	\$ 106.87
Stevens, Nancy	Utilities Billing	Refund	\$ 40.00
Streeter, Candace	Finance	Reimbursement	\$ 229.60
Streichers	Police	Supplies	\$ 3,110.00
T2 Systems Inc	Police	Service	\$ 25.73
Tatman, Anthony	Fire	Service	\$ 800.00
Theisen's	All	Supplies	\$ 998.90
ThinknInk	All	Service	\$ 18,275.00
TK Elevator	City Center	Service	\$ 219.21
Town & Country Wholesale Co	Golf	Concessions	\$ 534.45
TreviPay	Water Treat/Library/Fire	Supplies	\$ 193.52
Two Rivers Cooperative	WPC/City Garage/Landfill	Supplies	\$ 5,922.59
UnityPoint Clinic-Occupational	Water Distribution/Parks	Service	\$ 84.00
Utility Equipment Co	Water Pollution Control	Supplies	\$ 2,706.06
Van Maanen Electric Inc	All	Service	\$ 12,623.67
Van Wall Equipment	Parks	Supplies	\$ 728.23
Vansice, Rowena	Utilities Billing	Refund	\$ 9.22
Veenstra & Kimm Inc	Building	Services	\$ 18,721.50
Verizon Wireless	Fire	Service	\$ 35.01
Walsh Door & Hardware	City Center	Service	\$ 48.65
Warnick Mechanical	Water Distribution	Service	\$ 1,156.00
Waterworth	All	Service	\$ 9,900.00
Wells Fargo Financial Leasing Inc	Utility Billing	Service	\$ 211.52
Willis, Treaver	Fire	Reimbursement	\$ 210.09
Windstream	Fire	Service	\$ 78.28
WRH Inc	WPC RESO:2025-258	Service	\$ 85,948.79
Xerox Corporation	Police	Service	\$ 216.05
Zero9 Solutions Ltd	Police	Supplies	\$ 87.40
Grand Totals:			\$ 453,977.99

Pre-Authorized Payments

At & T Mobility	Landfill	Service	\$ 138.06
Beverage Distributors of Iowa	Golf	Concessions	\$ 663.73
Black Hills Energy	Cemetery/Airport	Utilities	\$ 990.33
CRH Properties LLC	North Central TIF	RESO:2026-010	\$ 1,075.00
Doll Distributing LLC	Golf	Concessions	\$ 673.70
Finch's Carpentry Services	Cardinal Ridge TIF	RESO:2025-307	\$ 6,902.73
Ismas Construction	Cardinal Ridge TIF	RESO:2025-417	\$ 4,875.00
Johnson Brothers of Iowa	Golf	Concessions	\$ 526.20
T Mobile	Fire	Service	\$ 225.60
TK Concrete	North Central TIF	RESO:2025-358	\$ 31,525.00
Windstream	City Center/Airport	Service	\$ 109.90
Total:			\$ 47,705.25

City of Newton Council Report

**Item:**

Public Hearing on Resolution Approving the First Budget Amendment for Fiscal Year 2025-2026

Summary:

Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs, so adjustments are made to reflect changes that have occurred throughout the fiscal year

Financial Impact:

No new financial impact as proposed amendments reflect City Council actions during past fiscal year and actual expenditures to date

Report Number: 2026-31

Date:

January 19, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

At the January 5, 2026 City Council meeting, the Council designated January 19, 2026 as the public hearing date to consider the first 2025-26 budget amendment for the City of Newton. Notice of the hearing was published in the *Newton Daily News*, in compliance with State requirements on Friday, January 9, 2026. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to May 31st each year to accommodate this requirement.

The attached budget amendment adjusts the current year 2025-26 budgeted revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2026. Amended line items include additional revenues and expenses related to Federal Grants, Development Initiative Assistance, Traffic Signal ADA Project, Tort Claims, Westwood Golf Clubhouse, Tennis Court & Lighting, Airport Projects and Water Projects.

The detailed account numbers for the amendments for each program are found in the pages following the attached Resolution. The amendments do not impact the current property tax levy.

Recommendation:

It is recommended the City Council adopt the attached Resolution approving the first 2025-26 budget amendment for the City of Newton.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING THE FIRST BUDGET AMENDMENT FOR
FISCAL YEAR 2025-26**

WHEREAS, Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs and allows cities to amend local budgets to accommodate this requirement; and

WHEREAS, a budget amendment for FY26 has been prepared to conform to the Iowa Code requirement to not exceed a budgeted amount in each of the State’s nine programs and was published in the Newton Daily News on January 9, 2026 in accordance with State requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the first amendment to the City of Newton’s 2025-26 Budget is hereby approved.

PASSED this 19th day of January, 2026

APPROVED this _____ day of January, 2026

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

2025-2026 City of Newton 1st Budget Amendment January 19, 2026 Revenues

Intergovernmental

		Budget		Amendment	Adjusted Budget
301-5150-3-44000	Federal Grant - Christensen Development	\$	-	\$ 600,000	\$ 600,000
Grand Total all Revenue Amendments				\$ 600,000	

2025-2026 City of Newton Budget Amendment January 19, 2026 Expenditures

Program 6 General Government Budget Amendments

	Tort Liability	Budget		Amendment	Adjusted Budget
012-6060-64060	Tort Claims	\$ 65,000	\$	700,000	\$ 765,000
TOTAL Program 2:				\$ 700,000	

Program 8 Capital Projects Expenditures Budget Amendments

	Capital Project Fund	Budget		Amendment	Adjusted Budget
301-5150-67627	Development Initiative Assistance	\$ -	\$	1,500,000	\$ 1,500,000
308-5175-64408	Traffic Signal ADA Project	\$ -	\$	200,000	\$ 200,000
311-2080-67915	Airport Projects	\$ -	\$	500,000	\$ 500,000
311-4030-67906	Tennis Courts & Lighting	\$ -	\$	650,000	\$ 650,000
311-8090-67632	Westwood Golf Clubhouse	\$ -	\$	500,000	\$ 500,000
312-8084-65062	Water Projects	\$ -	\$	250,000	\$ 250,000
TOTAL Program 8:				\$ 3,600,000	

Grand Total all Expenditure Amendments	\$ 4,300,000
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City of Newton Council Report

**Item:**

Second Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title XIII, Chapter 136, "Public Camping"

Summary:

Adopt an ordinance to address growing concerns related to unauthorized camping, obstruction of public areas and related public safety and sanitation issues within the community.

Financial Impact:

N/A

Report Number: 2025-1460

Date:

January 19, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

The City has growing concerns related to unauthorized camping, obstruction of public areas, and related public safety and sanitation issues within the community and proposes the establishment of a public camping ordinance. This proposed ordinance establishes clear, enforceable standards to protect the health, safety, and welfare of all residents while ensuring fair and compassionate enforcement.

A 2024 Supreme Court ruling in *City of Grants Pass v. Johnson* found that cities can enforce public camping ordinances, including criminal penalties, without violating the Eighth Amendment's ban on cruel and unusual punishment. The Court determined these laws criminalize the conduct of camping on public property, not the status of being homeless. This decision overturned a previous ruling that had limited municipalities' ability to enforce public camping statutes.

Over the past several years, the Police Department has experienced a notable increase in calls for service involving individuals camping on both public and private property. These incidents often involve welfare checks, littering, drug use and intoxication, lewd sex acts, public defecation and urination, soliciting money, blocking business entries and driveways, and obstructing sidewalks or roadways. From 2024 through 2025, the Newton Police Department has:

- Spent approximately \$3,000 on clean-up of public camping sites, and
- Approximately \$15,000 on clean-ups of camping sites located on private property.
- Responded to over 350 calls for service related to public camping, loitering, and associated welfare concerns.

Significant City resources—including police personnel, parks and public works labor, and contracted sanitation expenses—have been utilized in managing these situations. Camping in the City is already limited to approved campgrounds, but violations are only enforceable through the zoning ordinance, which is cumbersome and does not allow for immediate resolution. The City currently lacks a clear enforcement mechanism to address unlawful camping or related public nuisance behaviors, resulting in an inconsistent and resource-intensive response. Without a defined ordinance, the City's response to public camping is reactive and limited.

Officers often rely on trespass laws, disorderly conduct statutes, or welfare checks to address complaints, which often fail to resolve the underlying problem. This gap leaves public property vulnerable to long-term encampments and creates ongoing health and safety concerns.

Unauthorized camping and associated conduct:

- Obstruct sidewalks, streets, and business entrances.

- Create unsanitary and unsafe conditions in public spaces.
- Generate repeated calls for police response.
- Negatively affect the City's appearance, business climate, and quality of life for residents.

A structured ordinance will establish clear expectations for public conduct while also incorporating compassionate enforcement provisions for those experiencing homelessness.

The Police Department has strong partnerships with local social services organizations, including Capstone Behavioral Health, Discover Hope and Jasper County Public Health. The Police Department was one of the founding members of the Jasper County Cares Coalition and Chief Burdess serves on the leadership team. Getting individuals who need housing or mental health and substance-use disorders directed to the appropriate resources is a top priority over any enforcement efforts. Our community has ample resources for those in need, if they choose to accept help.

Other Iowa cities, including Des Moines, Ankeny, Waukee, DeWitt and Dubuque have passed similar camping ordinances. Many other cities have variations of this ordinance that are limited to prohibitions on public camping in parks and other specified public areas within their City.

City Attorney Matt Brick has reviewed the proposed ordinance and has approved the language.

Recommendation:

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. ____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA,
2025, TITLE XIII, CHAPTER 136, "PUBLIC CAMPING"

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

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

CHAPTER 136 PUBLIC CAMPING

136.01 UNLAWFUL CAMPING.

1. It shall be unlawful for any person to camp, occupy camp facilities or use camp paraphernalia in the following areas:

- A. Any park, unless expressly authorized by the City;
- B. Any publicly-owned property to which the public is not ordinarily allowed access, including but not limited to, public buildings, water storage tank sites, well sites, storm water ponds and facilities, and other secured properties;
- C. That portion of any street or sidewalk that is expressly reserved for vehicular or pedestrian travel;
- D. Portions of any street right-of-way that is not expressly reserved for vehicular or pedestrian travel; and
- E. Any other publicly-owned parking lot or publicly-owned property, improved or unimproved.

136.02 CAMPER USE PROHIBITED.

A. No camper, motorhome, travel trailer, or similar recreational vehicle parked on any roadway, park, or other public property shall be occupied or used for dwelling or sleeping purposes at any time.

B. No camper, motorhome, travel trailer, or similar recreational vehicle parked on private property shall be occupied or used for dwelling or sleeping purposes. Temporary occupancy is only permitted upon prior approval from City Council for designated community events.

C. This section shall not apply to a camper, motorhome, travel trailer, or similar recreational vehicle parked upon private property lawfully operated as a licensed campground or recreational-vehicle park.

136.03 LOITERING AND OBSTRUCTING

With the exception of persons who are authorized to use the public right-of-way as defined in Chapter 154: "Streets and Sidewalks", of this code, no person shall:

- A. Congregate, stand, loaf, or loiter upon any street, alley, sidewalk, bridge, trail or crossing so as to obstruct the street, alley, sidewalk, bridge, trail or crossing or hinder or prevent persons passing or attempting or desiring to pass thereon. A violation under this subsection can be proven regardless of whether a person or vehicle is actually hindered or prevented from passing.
- B. Congregate, stand, loaf or loiter in or in front of any hall, lobby, doorway, passage or entrance of any public building, theater, hotel, eating house, lodging house, office building, store, shop, office or factory or other like building so as to obstruct such place or hinder or prevent persons walking along or into or out of such place or attempting or desiring to do so. A violation under this subsection can be proven regardless of whether a person is actually hindered or prevented from passing.

136.04 STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES.

1. It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas;

- A. Any park;
- B. Any publicly-owned property to which the public is not ordinarily allowed access, including but not limited to, public buildings, water storage tank sites, well sites, storm water ponds and facilities, and other secured properties;
- C. That portion of any street or sidewalk that is expressly reserved for vehicular or pedestrian travel;
- D. Portions of any street right-of-way that is not expressly reserved for vehicular or pedestrian travel; and
- E. Any other publicly-owned parking lot or publicly-owned property, improved or unimproved.

2. Personal property stored on public property or in the public right-of-way shall be subject to the following guidelines:

- A. Abandoned property may be seized and disposed of by the City at any time.
- B. Nuisance property that also qualifies as unattended property may be seized and disposed of by the City at any time.
- C. Shopping carts or other wheeled conveyances used primarily to transport nuisance property shall not be stored or used on public streets, alleys, public property, or within the public right-of-way. Any nuisance property contained within such conveyances may be seized and disposed of by the City at any time. Personal items such as strollers, wagons, or mobility devices shall not be seized, but any nuisance property found within them may be removed and disposed of by the City.

136.05 INTERFERENCE AND AGGRESSIVE SOLICITATION

It shall be unlawful for any person to solicit an immediate donation of money or things of value within the city limits in a manner that obstructs pedestrian or vehicular traffic or constitutes aggressive solicitation as defined below.

136.06 PENALTY FOR VIOLATIONS.

- A. Violation of any of the provisions of this chapter is a simple misdemeanor punishable by a fine but not imprisonment. Notwithstanding, the maximum fine imposed for a first conviction for a violation of this chapter shall be no more than one hundred and five dollars (\$105.00).
- B. Prior to imposing any fine for violation of this chapter, the court shall make an inquiry into a person's ability to pay. In the event that a defendant is determined by the court to be unable to pay the fine imposed, the court is explicitly authorized to impose a requirement to perform community service in lieu of paying a fine.

136.07 ENFORCEMENT.

1. A violation of this chapter shall be enforced as follows:

- A. Prior to issuing any citation of arrest pursuant to this chapter, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to houselessness. If the officer learns that such is the case, the officer shall determine, in accordance with the relevant department policy, if there is available overnight shelter to accommodate the subject of the investigation. If the officer determines that there is no available overnight shelter, the officer shall not issue a citation unless it is a repeat offense.
- B. If the officer determines that there is available overnight shelter, the officer may, within his or her discretion:

1. Provide directions to the shelter location.
2. Offer one-time transport to the shelter location.
3. Any individual who refuses to accept the shelter space offered is subject to citation in accordance with Section 136.06 of this chapter.

136.08 DEFINITIONS.

1. The following definitions are applicable to this chapter unless the context otherwise requires:

- A. “Aggressive solicitation” means conduct that accompanies a request for a donation and is intended or likely to cause a reasonable person to fear bodily harm, feel intimidated, or have their free movement impeded, including but not limited to:
 1. Touching another person without consent;
 2. Blocking, following, or threatening another person;
 3. Continuing to solicit after a negative response;
 4. Interfering with the safe passage of pedestrians or vehicles;
 5. Using violent or threatening gestures or language; or
 6. Soliciting within ten (10) feet of a building entrance, ATM, or queue in a manner that interferes with ingress or egress.
- B. “Available overnight shelter” means a location which is designed or offers temporary, overnight lodging to those without such. A person’s choice not to attend or avail themselves of available overnight shelter, engage in illegal activity, or failure to follow rules applicable to any such available overnight shelter shall not make a shelter unavailable for the purpose of this chapter.
- C. “Camp” means to pitch or occupy camp facilities, to use camp paraphernalia;
- D. “Camp facilities” include, but are not limited to, tents, huts, or temporary shelters when used for sleeping or overnight shelter. “Camp facilities” does not include tents, huts, or temporary shelters when used temporarily in a park for recreation or play during daylight hours when the park is open to the public;
- E. “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or noncity-designated cooking facilities and similar equipment;
- F. “Park” means those areas subject to the executive and administrative responsibility of the City including but not limited to parks, trails, playgrounds, athletic fields, and public open space;
- G. “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location;
- H. “Street” means any highway, lane, road, street, right-of-way, boulevard, alley, and every way or place in Newton that is open as a matter of right to public vehicular travel.

136.09 RULES.

- A. The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing Sections 136.01 through 136.09.

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 _____, 2026.

Passed Second Reading by the City Council of Newton, Iowa, the ____ day of _____, 2026.

PASSED AND ENACTED by the City Council of Newton, Iowa, the ____ day of _____, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

The Mayor declared Ordinance No. _____ (2026) was passed on the _____ day of _____ 2026.

I certify that the foregoing was published as Ordinance No. _____ (2026) on the _____ day of _____ 2026.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V Public Works, by amending Chapter 53 Stormwater Utility

Summary:

Adjusting stormwater utility rates for the next four years.

Financial Impact:

An estimated additional \$140,000 in FY27.

Report Number: 2025-1537

Date:

January 19, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

At the October 19, 2020, city council meeting, the Newton City Council approved the creation of a Stormwater Utility Ordinance, which was the result of the City of Newton's need for funds to be dedicated to the sole purpose related to stormwater activities, such as administering the design, construction, maintenance, and operation of the utility system, including capital improvements. These facilities may include, but are not limited to, surface and underground drainage facilities, storm sewers, watercourses, ponds, ditches, and other facilities relating to collection, runoff, treatment, and retention.

Since the ordinance's creation, numerous projects have been completed or are under construction, including the completion of a Storm Water Capital Improvement Planning Study, additional storm water improvements on the Union Drive Reconstruction Project, stormwater improvements on the W 4th St S Reconstruction Project, Fairmeadows North Plat 7 stormwater improvements, and numerous infrastructure improvements completed by Public Works Operations staff.

The stormwater utility budget currently has a surplus, but after several planned projects are completed in the next fiscal year, the budget will be depleted. This will only allow staff to complete a minimal number of projects a month. An additional one dollar per ERU would generate an additional \$140,000 in revenue, allowing larger-scale projects to continue.

The ordinance established the Equivalent Residential Unit (ERU) as the official unit of measurement, equivalent to Four Thousand (4,000) square feet of impervious area.

The current ERU rate for residential and non-residential properties is as follows:

Commencing July 1, 2026, the ERU rate shall equal \$5.00

Commencing July 1, 2027, the ERU rate shall equal \$5.25

Commencing July 1, 2028, the ERU rate shall equal \$5.50

Commencing July 1, 2029, the ERU rate shall equal \$5.75

Stormwater rates need to be increased annually to keep pace with rising operating costs, infrastructure replacement, repairs, capital projects, and equipment. A twenty-five-cent rate increase adopted in 2024 can keep up with these increases. A one-time increase of \$1.00 per ERU is needed to provide additional funds for an increasing number of projects.

The proposed one-dollar increase, in addition to the currently approved twenty-five-cent rate increase to the ERU for residential and non-residential properties, would be as follows:

Commencing July 1, 2026, the ERU rate shall equal \$6.00

Commencing July 1, 2027, the ERU rate shall equal \$6.25

Commencing July 1, 2028, the ERU rate shall equal \$6.50

Commencing July 1, 2029, the ERU rate shall equal \$6.75

Recommendation:

Approval of the Ordinance increasing stormwater utility rates by an additional one dollar on July 1, 2026, in addition to the twenty-five-cent increase each year for the next four years. If adopted, the rate would go into effect on July 1, 2026.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016,
TITLE V PUBLIC WORKS, BY ADDING CHAPTER 53 STORMWATER UTILITY.**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title V, is hereby amended by adding the following new Chapter 53 Stormwater Utility:

CHAPTER 53, STORMWATER UTILITY

- 53.001 Purpose
- 53.002 Definitions
- 53.003 Creation of a Stormwater Utility
- 53.004 Responsibility for Stormwater Management and Drainage System
- 53.005 Powers of the Utility Management and Drainage System
- 53.006 Organization
- 53.007 Requirements for On-Site Stormwater
- 53.008 Establishment of the Equivalent Residential Unit ("ERU") Square Foot Equivalent
- 53.009 Determination of ERU
- 53.010 Stormwater Utility Charge and Billing Procedures
- 53.011 ERU Rate
- 53.012 Powers of Director of the Stormwater Utility
- 53.013 Appeals
- 53.014 Exemptions to Stormwater Service Charges

General Provisions

53.001 PURPOSE.

In order to protect, maintain and enhance the environment of the City and the health, safety and welfare of the public by controlling discharges and pollutants into the City's stormwater system. This chapter establishes a policy, procedure, and enforcement mechanism for managing and controlling the quantity and quality of stormwater runoff, within the city limits of Newton, Iowa. The management shall include the establishment of a stormwater utility to provide revenues for whatever aspects of this requirement are deemed appropriate by the City.

The function of the Stormwater Utility is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems, to fund activities of stormwater management including design, planning, regulations, construction and education.

The city finds, determines and declares that the stormwater drainage system provides benefits and services to all property within the city limits. Such benefits include, but are not limited to: the provision of adequate systems for collection, conveyance, detention, treatment and release of stormwater for quality and quantity management that minimize impacts on receiving waters.

53.002 DEFINITIONS.

AGRICULTURAL PROPERTY(IES) shall mean those lots or parcels of real estate used as a "farm", as defined by the state of Iowa and listed on Jasper County Assessor's website. Agricultural properties may or may not contain a dwelling unit(s) and/or other buildings or structures.

CITY means the City of Newton, Iowa.

CITY ADMINISTRATOR means the City Administrator of the City or his/her designee.

CLASSIFICATION OF REAL ESTATE shall be classified as defined in the Iowa Administrative Code chapter 71, 701-71 Assessment Practices And Equalization, 701-71.1 Classification of real estate.

COMMERCIAL PROPERTY(IES) shall mean those properties which have been classified by the state of Iowa and listed on Jasper County Assessor's website as primarily used for commercial purposes. Commercial properties shall also include properties with mixed commercial and residential uses.

DEVELOPED PROPERTY A property altered from its natural state by the construction or installation of a structure thus increasing the amount of rainwater or surface water runoff.

DIRECTOR shall mean the Public Works Director / director of the stormwater utility.

EQUIVALENT RESIDENTIAL UNIT (ERU) Shall mean the average impervious area of a residential property within the city, and shall be used as the basis for determining stormwater utility charges to residential properties as set forth in this division.

EXEMPT PROPERTIES Shall mean those properties classified as exempt from property taxes by the County Assessor.

FACILITY means the premises on which industrial, commercial and/or land disturbing activity occurs.

GROUNDWATER Subsurface water or water stored in pores, cracks, and crevices in the ground.

IMPERVIOUS AREA The number of square feet of hard surfaced areas which either prevent or resist the entry of water into soil surface, as it entered under natural conditions as undeveloped property, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from what would be present under natural conditions as undeveloped property. This includes, but is not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and semi-impervious surfaces such as gravel which are used as driveways or parking lots.

INDUSTRIAL PROPERTIES shall mean those properties which have been classified as primarily used for industrial purposes as defined by the state of Iowa and listed on Jasper County Assessor's website.

MULTI-FAMILY RESIDENTIAL shall mean those properties which have been classified as primarily used for multi-family purposes as defined by the state of Iowa and listed on Jasper County Assessor's website. These properties containing a structure or structures which contain(s) multi-family residential units, designed for occupancy by multiple families for the purpose of residing in, including but not limited to Mobile home parks, Manufactured home communities, Land-leased communities, assisted living facilities, and other property primarily used or intended for human habitation containing three or more separate dwelling units.

OCCUPANT The person residing or doing business on the property. In a family or household situation, the person responsible for the obligation imposed shall be the adult head of the household. In a shared dwelling or office situation, the adult legally responsible for the management or condition of the property shall be responsible.

OWNER The legal owner(s) of record as shown on the tax rolls of the city of Newton, except where there is a recorded land sale contract, the purchaser thereunder shall be deemed the owner.

RESIDENTIAL Developed property containing a structure which contains one or more bedrooms, with a bathroom and kitchen facilities, designed for occupancy by one family. Residential units include all single-family and duplex properties for the purpose of residing in, within the city of Newton.

STORM DRAIN SYSTEM means publicly-owned facilities by which stormwater is collected and/or conveyed, including, but not limited to any roads with drainage systems, municipal streets, gutters, discharges, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and man-made or altered drainage channels, reservoirs or other drainage structures.

STORMWATER means any surface, flow, runoff, snowmelt runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORM SEWER A sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.

STORMWATER DRAINAGE SYSTEM All manmade facilities, structures, and natural watercourses owned by the city of Newton, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

STORMWATER FACILITIES Various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, stream channels, outlets, retention/detention basins, infiltration practices and other structural components.

STORMWATER MANAGEMENT The tasks required to control stormwater runoff using stormwater management systems, to protect the health, safety, and welfare of the public, and comply with relevant state and federal regulations.

STORMWATER MANAGEMENT SYSTEMS Address the issues of drainage management (flooding) and environmental quality (pollution, erosion, and sedimentation) of receiving rivers, streams, creeks, lakes, ponds, and reservoirs through improvements, maintenance, regulation and funding of plants, works, instrumentalities and properties used or useful in the collection, retention, detention, and treatment of stormwater or surface water drainage.

STORMWATER UTILITY The utility established under this chapter for the purpose of managing stormwater and imposing charges for the recovery of costs connected with such stormwater management.

SURFACE WATER Water bodies and any water temporarily residing on the surface of the ground including lakes, reservoirs, rivers, ponds, streams, puddles, channelized flow and runoff.

UNDEVELOPED PROPERTY Land in its unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have minimal concrete pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface.

USER The owner and/or occupant of any developed property within the limits of the city of Newton, and any person who uses property which maintains connection to, discharges to, or otherwise receives services from the city for stormwater management. The occupant of any habitable property is deemed the user. If the property is not occupied, then the owner shall be deemed the user.

UTILITY CHARGES The periodic rate, fee or charge applicable to a parcel of developed land, which charge shall be reflective of the service provided by the city of Newton stormwater utility. Utility charges are based on measurable parameters which influence the stormwater utility's cost of providing services and facilities, with the most important factor being the amount of impervious area on each parcel of developed land.

WATERCOURSE A natural overland route through which water passes, including drainage courses, streams, creeks, and rivers.

53.003 CREATION OF A STORMWATER UTILITY.

The function of the Stormwater Utility is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems, to fund activities of stormwater management including design, planning, regulations, education, coordination, construction, operations, maintenance, inspection and enforcement activities.

There is hereby established a stormwater utility within the City of Newton, Iowa which shall be responsible for creating revenue for stormwater management throughout the City's corporate limits, and shall provide for the management, protection, control, regulation, use, and enhancement of stormwater systems and facilities. Such utility shall be under the operational direction of the Public Works Director or his/her designee. The corporate limits of the City, as increased from time to time, shall constitute the boundaries of the stormwater utility district.

The City shall establish a Stormwater Utility Fund in the City budget and accounting system, separate and apart from its General Fund, for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the utility.

In order to manage additions and improvements to the city stormwater systems, the City must have adequate and stable funding for its stormwater management program operating and capital investment needs. It is determined and declared to be necessary and conducive to the public health, welfare, safety and convenience of the City and its residents that charges be levied and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge stormwater or surface or subsurface waters, directly or indirectly, to the City stormwater drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair and replacement, including the payment of debt service, for construction and repair of the stormwater drainage system and flood protection improvements comprising the stormwater utility.

53.004 RESPONSIBILITY FOR STORMWATER MANAGEMENT AND DRAINAGE SYSTEM.

The City stormwater management and drainage system consists of all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage ways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or man-made that are located within public streets, rights-of-way, and easements within the political boundaries of the City of Newton which control and/or convey stormwater through which the City intentionally diverts surface waters from its public streets and properties. The City owns or has legal access for purposes of operation, maintenance and improvements to those segments of this system which are subject to easements of rights-of-entry, rights-of-access, rights-of-use, or other permanent provisions for adequate access for operation, maintenance, and/or improvement of systems and facilities.

Operation and maintenance of stormwater systems and facilities which are located on private property or public property not owned by the City of Newton and for which there has been no public dedication of such systems and facilities for operation, maintenance, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner.

It is the intent of this section to protect the public health, safety and general welfare of all properties and persons in general, but not to create any special duty or relationship with an individual person or to any specified property within or without the boundaries of the City of Newton. The City of Newton expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the City, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created.

53.005 POWERS OF THE UTILITY MANAGEMENT AND DRAINAGE SYSTEM.

The stormwater management utility shall have the following powers, duties and responsibilities:

1. Prepare ordinances as needed to implement this division and place them for consideration and adoption by the City Council, and adopt such regulations and procedures as are required to implement this chapter and carry out its duties and responsibilities.
2. Administer the acquisition, design, construction, maintenance and operation of the utility system, including capital improvements.
3. Administer and enforce this chapter and all ordinances, regulations and procedures related to design, construction, maintenance, operation and alteration of the utility system, including, but not limited to the quantity, quality and/or velocity of the stormwater conveyed hereby.
4. Inspect private systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted by this chapter.
5. Review plans, approve or deny, inspect and accept extensions to the stormwater drainage system.
6. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines, and other revenues of the utility, and to make recommendations regarding adjustment to such fees, charges, fines and other revenues.
7. Prepare and file an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing portions of the system.

8. Acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage, and finance such facilities, operations, and activities, as are deemed by the City to be proper and reasonably necessary for a system of storm and surface water management. These facilities may include, but are not limited to, surface and underground drainage facilities, storm sewers, watercourses, ponds, ditches, and such other facilities relating to collection, runoff, treatment and retention as will support a stormwater management system.

53.006 ORGANIZATION.

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

53.007 REQUIREMENTS FOR ON-SITE STORMWATER.

- A. All property owners and developers of developed real estate property within the City of Newton shall provide, manage, maintain, and operate on-site stormwater systems sufficient to collect, convey, detain, and discharge stormwater in a safe manner consistent with all City, State, and Federal laws and regulations.
- B. Pursuant to Iowa Code Section 364.12(3) or successor section of the State Code, any failure to meet this obligation may constitute a nuisance and may be subject to an abatement action filed by the City. In the event a nuisance is found to exist, which the owner fails to properly abate within such reasonable time as allowed by the City, the City may enter upon the property and complete such work as is reasonably necessary to be performed, with the actual cost thereof assessed against the owner in the same manner as a tax levied against the property. The City shall have the right, pursuant to the authority of this section, for its designated officers and employees to enter upon private and public property owned by entities other than the City, upon reasonable notice to the owner thereof, to inspect the property and conduct surveys and engineering tests thereon in order to assure compliance.

53.008 ESTABLISHMENT OF THE EQUIVALENT RESIDENTIAL UNIT("ERU") SQUARE FOOT EQUIVALENT.

For purposes of this chapter, the Equivalent Residential Unit (ERU) shall be the equivalent to Four Thousand (4,000) square feet of impervious area as measured from aerial photography.

53.009 DETERMINATION OF ERU.

Any property, lot, parcel of land, building or premises that is a tributary directly or indirectly to the stormwater system of the city, shall be subject to a fee based upon the quantity of impervious area situated thereon. This charge is not related to the water and/or sewer service and does not rely on occupancy of the premises to be in effect. All properties having impervious area within the city of Newton will be assigned an equivalent residential unit (ERU) or a multiple thereof, as calculated in this section, with all properties having any impervious area receiving at least one ERU, which shall be considered the base rate.

Residential and Multi-Family Residential Property

Single-Family Residential Property. The stormwater utility charge for single-family properties shall be one hundred percent (100%) of one ERU rate per month.

Multi-Family Properties.

The stormwater utility charge for all multi-family residential units shall be one ERU times the number of residential units for the first twenty (20) units, plus 50% ERU rate for each unit after the first twenty units until a maximum cap of 60 units is met. For instance, the stormwater utility charge for a two-family residential property shall be 2 times the ERU rate per month, the stormwater utility charge for three-family residential properties shall be 3 times the ERU rate per month and the stormwater utility charge for an 80 unit multi-family residential property shall be 20 at 100% ERU value, remaining 40 to reach the maximum cap of 60 units at 50% ERU value rate per month.

Agricultural Property

The stormwater utility charge for Agricultural properties shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate for the first twenty (20) ERUs, plus 50% ERU rate for each ERU after the first twenty ERU's until a maximum cap is met of 60 ERU.

Commercial Property

The stormwater utility charge for Commercial properties, or a structure containing both residential and Commercial uses, shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate for the first twenty (20) ERUs, plus 50% ERU rate for each ERU after the first twenty ERU's until a maximum cap is met of 60 ERU.

Exempt Property

The stormwater utility charge for Exempt properties shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate for the first twenty (20) ERUs, plus 50% ERU rate for each ERU after the first twenty ERU's until a maximum cap is met of 60 ERU.

Industrial Property

The stormwater utility charge for Industrial properties shall be calculated as follows:
Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate up to the maximum cap of seven hundred and fifty (750) ERUs.

53.010 STORMWATER UTILITY CHARGE AND BILLING PROCEDURES.

All contributors and users shall pay a stormwater utility charge monthly as calculated pursuant to this Ordinance. For purposes of this Ordinance, the storm water utility charge which shall be payable monthly, shall be determined by multiplying the ERU applicable under Section 53.010 by the ERU rate specified in section 53.011.

The stormwater utility charge shall commence upon the earlier of the following:

- A. The issuance of a certificate of occupancy. Ninety (90) days after construction is halted, provided construction is at least 50% complete in the judgment of the director.
- B. Ninety (90) days after construction is completed, even if no certificate of occupancy has been issued.
- C. Once the property has water meter installed.

The determination of the stormwater utility charge shall be the responsibility of the Director, or his/her designee. All stormwater utility charges are due and payable under the same terms and conditions provided for payment of a combined service account as outlined in Section 52.115 of this Code.
The owner of the premises served and the tenant or occupant thereof shall be jointly and severally liable for stormwater utility charges for the premises.
Stormwater utility charges remaining unpaid and delinquent shall constitute a lien against the premises served and shall be certified as delinquent to the County Treasurer for collection in the same manner as property taxes, or such services may be discontinued and shall not be reinstated until all claims are settled. Service may be discontinued by means of the discontinuance of the water service in the same manner provided by the rules and regulations of the Water Department in the case of delinquent water bills.

53.011 ERU RATE.

The ERU rate to be applied monthly to residential and nonresidential properties shall be as follows:

Commencing July 1, 2024, the ERU rate shall equal \$4.50
Commencing July 1, 2025, the ERU rate shall equal \$4.75
Commencing July 1, 2026, the ERU rate shall equal \$5.00
Commencing July 1, 2026, the ERU rate shall equal \$6.00
Commencing July 1, 2027, the ERU rate shall equal \$5.25
Commencing July 1, 2027, the ERU rate shall equal \$6.25
Commencing July 1, 2028, the ERU rate shall equal \$5.50
Commencing July 1, 2028, the ERU rate shall equal \$6.50
Commencing July 1, 2029, the ERU rate shall equal \$5.75
Commencing July 1, 2029, the ERU rate shall equal \$6.75

The monthly rate for each fiscal year thereafter shall be determined by ordinance of the city council prior to July 1st of each year.

53.012 POWERS OF THE DIRECTOR.

Stormwater service charges incurred pursuant to this ordinance may be collected by the stormwater utility director or designee who is also responsible for the regulation, collection, rebating and refunding of such stormwater charges.

53.013 APPEALS.

Any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:
An appeal must be filed in writing with the City of Newton, City Administrator. In the case of service charge appeals, the appeal shall include information on the total property area, the impervious surface area and any other features or conditions which influence the hydrologic response of the property to rainfall events.
Using the information provided by the appellant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
In response to an appeal, the City Administrator may adjust the stormwater ERU applicable to a property in conformance with the general purpose and intent of this chapter.
The Zoning Board of Adjustment will act as a Board of Appeals to hear grievances arising from the decision of the City Administrator. The Zoning Board of Adjustment shall have no authority to waive requirements of this chapter and will only determine as to whether the requirements of this chapter were properly applied.

Written notice of an appeal shall be submitted to the Zoning Board of Adjustment, care of the Newton City Planner, and shall include appellant name, subject property address, appellant address (if different than subject property), and grounds for the appeal. The Zoning Board of Adjustment will hold a public hearing on the matter within 30 days of receipt of the written notice of appeal. All decisions of the Zoning Board of Adjustment shall be final.

53.014 EXEMPTIONS TO STORMWATER SERVICE CHARGES.

The following areas are exempt from stormwater utility service charges:

- 1. Undeveloped property as defined in this Ordinance.
- 2. Public Streets, alleyways, and highways are exempt from utility charges or connection fees.
- 3. Railroad rights-of-way (tracks) shall be exempt from stormwater service charges. However, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from stormwater service charges.

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

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

Section 4. Effective. This ordinance shall be effective on _____2026, after the final passage, approval, and publication as provided by law.

PASSED this ____ day of _____, 2026.

APPROVED this ____ day of _____, 2026.

(SEAL)

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2026 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2026.

Dated this ____ day of _____, 2026.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Adjusting the Fee Schedule for the Newton Fire Department Ambulance Service

Summary:

Each year the ambulance rates are adjusted to align with Medicare rates.

Financial Impact:

Minimal. Medicare rates increase this year at approximately 2.2%.

Report Number: 2026-2

Date:

January 19, 2026

Lead Department:

Fire

Recommendation:**Background:**

The Newton Fire Department provides ambulance service for a fee to the citizens and visitors of Newton. Each year the fee schedule is reviewed and revised based on increases or decreases to the Medicare fee schedule. Medicare releases the new rate schedule each year around the 1st of January. Rates this year increased by approximately 2.2%. Wellmark is the largest insurance provider that reimburses the Newton Fire Department for ambulance service. Wellmark typically establishes their rate schedule based on a factor of 1.7 times the established Medicare rates. Wellmark has kept their rates flat over the past five years. Contract Rates are those charged to partner groups, i.e. hospice providers and are set the same as the Medicare approved rate. The proposed charges for the Newton Fire Department Ambulance Services are based on 1.75 times the established Medicare rates which is a factor approved by City Council in 2012. The last time the rates were adjusted was 4/7/2025 by City Council. The Newton Fire Department requests that Council adopt the proposed changes to the fee schedule to be placed in effect immediately upon approval: (See Resolution)

Recommendation:

Staff recommends City Council approval of the Resolution adjusting rates charged for ambulance service as presented.

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

Matt Muckler, City Administrator

RESOLUTION NO 2026 -

RESOLUTION ADJUSTING THE FEE SCHEDULE FOR THE NEWTON FIRE DEPARTMENT AMBULANCE SERVICE.

WHEREAS, the Newton Fire Department provides ambulance service to the citizens of the City of Newton; and

WHEREAS, the Newton Fire Department has developed a list of base charges for this service; and

WHEREAS, each year the Newton Fire Department reviews these rates and adjusts them accordingly in congruence with Medicare and established insurance company reimbursement rates; and

WHEREAS, the rates are to be adjusted per the following fee schedule:

AMBULANCE RATES PROPOSAL

Last Updated through Council - 4/7/2025

Level of Service	Current Rate	Wellmark Reimb. 7/1/2025	Medicare/ Contract Rates 1/1/2026	Charges Proposed Upon App.
BLS (Non-Emergency)	\$ 472.00	\$ 387.00	\$ 275.66	\$ 482.00
BLS (Emergency)	\$ 756.00	\$ 620.00	\$ 441.05	\$ 772.00
ALS (Non-Emergency)	\$ 567.00	\$ 465.00	\$ 330.79	\$ 579.00
ALS (Emergency)	\$ 897.00	\$ 735.00	\$ 523.75	\$ 917.00
ALS-2	\$ 1,299.00	\$ 1,065.00	\$ 758.06	\$ 1,327.00
SCT	\$ 1,535.00	\$ 1,258.00	\$ 895.89	\$ 1,568.00
Mileage (Per Loaded Mile)	\$ 16.17	\$ 14.00	\$ 9.42/\$14.13	\$ 16.49
GEMT (changed on 7/1/2025)	\$ 1,443.09	NA	NA	

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to accept the fee schedule for ambulance service from the Newton Fire Department for the fiscal year beginning immediately upon approval.

PASSED this _____ day of January 2026.

APPROVED this _____ day of January 2026.

Randy J. Ervin, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the purchase of 2 Bungalow Court, City of Newton, Jasper County, Iowa

Summary:

Resolution approving the purchase of 2 Bungalow Court

Financial Impact:

\$60,000 First Avenue TIF funds

Report Number: 2026-29

Date:

January 19, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

An opportunity to purchase #2 Bungalow Court is available to the City of Newton. The subject property was listed at \$89,000.00, and the seller has accepted an offer of \$60,000.00. The property will be vacated prior to City taking ownership, should the resolution be approved.

It is highly visible along First Avenue East, is a double sized lot, continues the City's efforts to improve curb appeal in this area, and addresses a problematic rental property. The City currently owns three properties in Bungalow Court right now- #6, #7, and #12. Acquisition of a fourth property along this dead-end private road, helps to continue forward efforts to decrease density in this area and develop a potential redevelopment footprint.

Community Service Officers have dealt with the subject property approximately 30 times in the last 5 years- dealing with issues such as junk, harassment, parking, fireworks, and dogs. With acquisition and demolition of the property, police department staff time can be better utilized elsewhere in the community.

Funding Source:

The subject property is located within the First Avenue East Tax Increment Finance (TIF)

district. Blight removal is an articulated use for this funding source. By utilizing Tax Increment Financing, the general fund and existing D&D bond funds will not be utilized. Growth in tax revenue within this geographic district create the funds for this purpose, thus an average homeowner's taxes aren't being utilized for this purpose.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE OF 2 BUNGALOW COURT, CITY OF NEWTON, JASPER COUNTY, IOWA

WHEREAS, the property located at: 2 Bungalow Court, legally described as: LOTS SIXTEEN AND SEVENTEEN OF ENGLE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, AT PAGE 597 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

WHEREAS, Esa Mutttilainen and Linda Miller, owners of 2 Bungalow Court, have agreed to sell the property to the City of Newton for a total amount of \$60,000.00 (Sixty-thousand dollars and no cents);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That the purchase of 2 Bungalow Court is hereby approved using First Avenue East TIF Funds and

Section 2: That the Mayor is authorized to sign the purchase agreements for said property.

PASSED this _____ day of January, 2026.

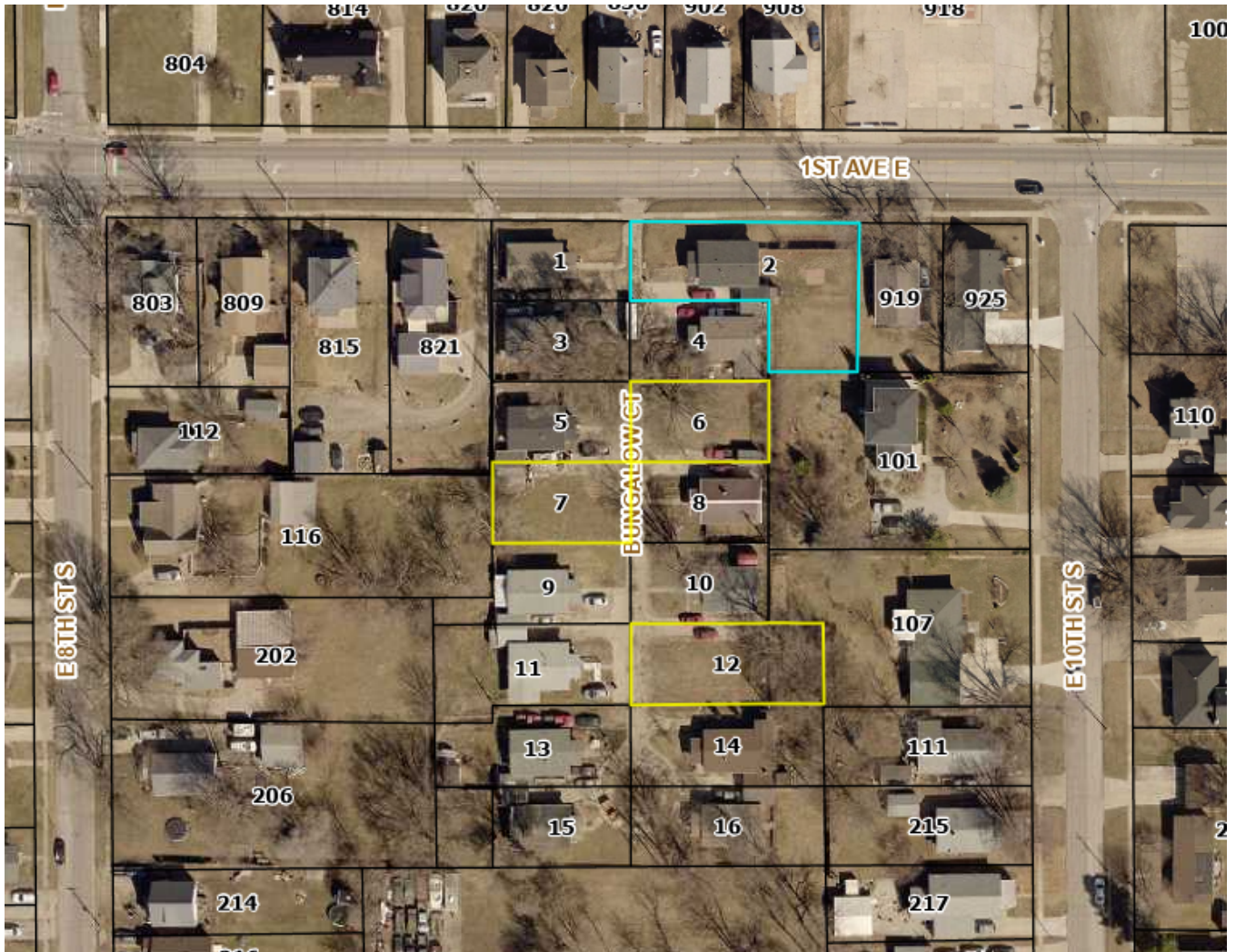
APPROVED this _____ day of January, 2026.

Randy J. Ervin Mayor

ATTEST:

Katrina Davis, City Clerk

2 Bungalow Court Location Map



#2 Bungalow Court (Highlighted in Blue)

#6, #7, #12 Bungalow Court- already owned by City of Newton (Highlighted in Yellow)



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

To, Esa Mutttilainen, Linda Miller (herein designated as "Seller").

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at 2 Bungalow Court in the City of Newton, Jasper County, Iowa, described as follows:

LOTS SIXTEEN AND SEVENTEEN OF ENGLE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, AT PAGE 597 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

together with any easements and servient estates appurtenant thereto, buildings and improvements, hereinafter collectively called "property".

1. **PURCHASE PRICE.** City offers to buy said property for the total price of SIXTY THOUSAND AND NO CENTS (\$60,000.00) payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 12 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 19 herein, and immediately upon delivery of the Deed to the City.

2. **TAXES.** Seller shall pay all unpaid regular real estate taxes assessed for all prior Fiscal Years and prorated to the date of closing.

3. **SPECIAL ASSESSMENTS.** The Seller shall pay all unpaid special assessments for the property.

4. **CLOSING AND POSSESSION.** The City and the Seller agree to close the sale of the vacated property within 60 days following final approval of this offer by the City Council, or on a date mutually agreeable to the two parties.

The Seller is responsible to deliver a continued abstract to the property. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City.

5. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property and shall have ordered the disconnection of all utilities prior to transfer of title to the City.

6. **INSURANCE.** Sellers shall maintain the existing coverage for fire, wind storm and liability insurance until title has been transferred by Sellers to the City of Newton, as evidenced by delivery of a deed to, and acceptance of a deed by the City of Newton. Risk of loss from such hazards is on the City only after transfer of title in accordance herewith.

7. **FIXTURES.** The Seller retains the right to salvage materials upon the property until transfer of title to the City.

8. **ENVIRONMENTAL MATTERS.**

(A). SELLERS warrant to the best of their knowledge and belief that there are no abandon wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain asbestos, or urea-formaldehyde foam insulation which require remediation under current government standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous waste or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here:

(B). BUYERS may at their expense, within 30 days after the date of acceptance, obtain a report from a qualified person to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property which require remediation under current government standards, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to the BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS. Asbestos remediation, if necessary, will be the responsibility of the Buyer.

9. **ABSTRACT AND TITLE.** Seller shall provide the City with an abstract of title. It is the responsibility of the seller to continue the abstract of title. The SELLER shall pay for the costs of the abstract/abstract continuance.

10. **DEED.** Seller shall convey title by warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

11. **FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in said real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) City, in the event of the death of either Seller agrees to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller consistent with paragraph 10 above; unless and except this paragraph 11 is stricken from this agreement.

12. **APPLICATION OF PROCEEDS.** It is agreed that at the time of settlement, funds of the purchase price may be used by the City to pay Seller's obligations under this offer for taxes; other liens; the acquisition of outstanding interests, if any, of other parties; costs of documentary stamps; recording fees and other costs incidental to the conveyance to City of merchantable title.

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

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

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

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

17. **EXECUTION.** This offer to be accepted or rejected by seller within fourteen (14) days from the date of this offer after which this offer shall be null and void.

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

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

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

21. **ANTI-MERGER PROVISION.** The parties specifically agree that all representations, warranties, agreements, responsibilities, obligations and commitments specified herein shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the warranty deed. Said warranty deed shall specifically recite the language of this anti-merger provision, and a copy of this OFFER TO BUY REAL ESTATE AND ACCEPTANCE shall be attached as an exhibit thereto.

LM 01/13/26

EM 01/13/26

22. **REPURCHASING PROVISION.** Seller and buyer agree that Seller and Seller's successors in interest, as set forth in paragraph 15 of this agreement, are prohibited from repurchasing the property while the property is owned by the City of Newton.

ERC 1/13/26

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

for the City of Newton, Real estate agent
fees for seller shall be paid for by seller/seller's
proceeds.
Erin Chambers

DATE OF OFFER: January 8, 2026

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

641-792-6622 x 2301

erinc@newtongov.org

CITY OF NEWTON, IOWA

By _____
Mayor Randy J. Ervin Date

The foregoing offer is accepted this _____ day of _____, 20____.

Authentisign
Esa Muttillainen

01/09/26

Seller:

Tax ID/ Social Security Number

Authentisign
Linda Miller

01/09/26

Seller:

Tax ID/ Social Security Number



Memorandum

To: Matt Muckler

From: Joe Grife, Public Works Director

Date: January 14, 2026

Re: W 4th St N & N 2nd Ave W Traffic Signals

As Bolton & Menk works toward completing the W 4th St N streetscape plans, I asked them about the signals at the intersection of N 2nd Ave W and whether removing the signals and equipment would help with sidewalk and ramp design. Bolton & Menk reviewed the design and has said that eliminating the signals, bases, and cabinets would make the ramps easier to design and construct, ultimately saving money. For this reason, as well as the 20-year-old signals nearing replacement and the change in traffic patterns, I'd like to propose removing these signals and replacing them with a 4-way stop. An initial traffic review shows the vehicles per hour are well below what is needed to warrant a signalized intersection. The current average is 63 cars per hour.

The removal would cost approximately \$25,000 and could be completed during the streetscape construction. Removing the signals would provide monthly electricity savings and save us approximately \$ 250K to \$300K once replacement becomes necessary. I'd like your input, as well as our elected officials', when possible, so that I can communicate with Bolton & Menk what direction we'd like to go in. A more in-depth warrant analysis could be completed if necessary.

Thank you.

Joe Grife

Public Works Director



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W 4TH ST N

N 2ND AVE W

W 4TH ST N

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