



Newton City Council Agenda

March 2, 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. Jasper County Emergency Management Update - Jamey Robinson, Director

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. February 16, 2026 Regular City Council Meeting Minutes
5. February 16, 2026 Budget Workshop Minutes
6. February 24, 2026 Special City Council Meeting Minutes
7. Approve Liquor Licenses for the following: American Legion Post 111 - LC0018906, 1101 W 4th St S, Class C Retail Alcohol License, Catering, and Outdoor Service renewal
8. Approve March 2, 2026 - June 30, 2026 Device Permit for Newton Market (VIHAAN LLC), 321 1st Ave W
9. Approve waiver of administrative fee for emergency liquor license for Newton Athletic Booster Club Trivia Night event for Saturday, February 28, 2026
10. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-04)
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-05)
12. Resolution Approving a Property Tax Rebate for the Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area

13. Resolution approving the purchase of three engraved monoliths and two benches for the Veteran's Section 3 monument at Newton Union Cemetery using donation funds
14. Resolution approving a non-standard use agreement with the property owner of 112 1st Ave E
15. Resolution approving the revised not to exceed purchase amount of the pre-fabricated restroom for Harmony Park
16. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 1st St N 8" Watermain Project
17. Approve Bills

Public Hearing

18. Public Hearing on the First Consideration on an Ordinance amending City of Newton Code of Ordinances Title IX: General Regulations, Chapter 94: Public Nuisances and Title XV, Land Usage, Chapter 158: Zoning pertaining to Urban Chickens & Ducks
 - Citizens have requested code changes that would allow for an expanded allowance of chickens/ducks on residential properties in Newton.
 - The Planning and Zoning Commission reviewed and discussed the matter of urban chickens/ducks.
 - On October 21st, the Planning and Zoning Commission had a vote of 3-1 on the ordinance.
19. First Consideration on an Ordinance amending City of Newton Code of Ordinances Title IX: General Regulations, Chapter 94: Public Nuisances and Title XV, Land Usage, Chapter 158: Zoning pertaining to Urban Chickens & Ducks

Ordinance

20. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Code Reference" by adding stop signs on North Second Avenue at the intersection of West Fourth Street for east and westbound traffic.
 - City Council recently approved the removal of the traffic signal at N 2nd Ave & W 4th St and recommended stop signs for the east and westbound traffic on N 2nd Ave at W 4th St.
 - Section 4B.02 of the MUTCD recommends installing the stops signs and covering the existing traffic signal heads for 90 days prior to the permanent removal.
 - The Traffic Safety Committee agrees with the council's recommendation and further recommends waiving the 2nd and 3rd reading to allow adequate time for the covering of the existing signals and placement of new stop signs.
21. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic

and Parking Schedules Adopted by Reference", to make changes to street parking in the 100-200 Block of East Twenty-First Street South.

- With the expansion of the tennis courts at Aurora Park and the loss of a parking area, the Traffic Safety Committee was asked to reevaluate the current parking in the 100–200 block of E 21st St S.
- The TSC recommends restricting parking on the east side and allowing parking on the west side of E 21st St S due to safety concerns related to tennis court users having to walk across the street.

Resolution

22. Resolution amending the fee schedule for various Planning & Zoning Applications and Peddler Permit
 - Application fees are reviewed from time to time to ensure that the cost of service can be covered.
 - The proposed amendment to the fee schedule updates various Planning and Zoning application fees to include the cost for the required yard sign notice and to bring the peddler permit fee into alignment with the cost of service and surrounding community comparables.
23. Resolution Approving Bond Purchase Agreement for the Sale of General Obligation Corporate Purpose Bonds, Series 2026A
 - City Council held Public Hearings on December 2, 2025 regarding the issuance of the 2026A General Obligation Corporate Purpose bonds. The next step in the bonding process is the approval of a Bond Purchase Agreement.
 - The total amount of bond proceeds for equipment and projects is \$5,622,000, which includes a new ladder truck, inclusive playground features, public safety equipment, and stormwater improvements.
24. Resolution Approving Pool Floor Repair Project by Sande Construction
 - A seam in the pool floor is damaged due to water infiltration and freeze-thaw.
 - This proposal is to remove 12" around the seam, replace the concrete, and caulk seal the joints.
 - Total cost is \$43,333.00 from general fund reserves.
25. Resolution Setting a Public Hearing on March 16, 2026 on Proposed Adoption of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise

- This resolution would set a public hearing for future discussion on the potential to adopt a franchise fee at 3% in the initial year, 4% in the second year and 5% in the third year.

26. Resolution Setting a Date for a Public Hearing on March 16, 2026 on an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

- This resolution would set a public hearing for future discussion on the potential to adopt a franchise fee at 3% in the initial year, 4% in the second year and 5% in the third year.

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.

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NEWTON CITY COUNCIL MEETING MINUTES
FEBRUARY 16, 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. Historic Preservation Commission Annual Report 2025 - Larry Hurto, HPC Chair

Citizen Participation

3. Dr. Troy Adolfson with FOCUSS to speak on a crisis stabilization center in Newton. Devaon Robinson, owner of the Therapy House, is hoping to bring services to Newton. Darnell Loatman, CEO of FOCUSS is trying to help Newton.

Consent Agenda

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

4. February 3, 2026 Regular City Council Meeting Minutes

5. February 3, 2026 Workshop Minutes

6. Approve Liquor Licenses for the following: Legends American Grill - LC0050866, 1425 W 19th St S, Class C Retail Alcohol License and Outdoor Service renewal

7. Resolution appointing Grayson Bookbinder to the Newton Park Board
Resolution 2026-045 adopted.

8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-03)
Resolution 2026-046 adopted.

9. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-04)
Resolution 2026-047 adopted.

10. Resolution approving the 2025 Certified Local Government Annual Report for the Historic Preservation Commission
Resolution 2026-048 adopted.

11. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 10417
Resolution 2026-049 adopted.

12. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 10421
Resolution 2026-050 adopted.

13. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 713452123
Resolution 2026-051 adopted.

14. Resolution Approving the Submittal of a Prairie Meadows Legacy Grant application for Parks Improvements
Resolution 2026-052 adopted.

15. Resolution Providing the Authorization to Apply for Iowa Rural Heritage Grant to assist with Preservation Architect Design Services for the Caretaker's House at Maytag Park
Resolution 2026-053 adopted.

16. Resolution approving Grant application for emergency replacement of the Newton Airport beacon
Resolution 2026-054 adopted.

17. Resolution approving the donation of two Maytag Pool season passes to the Downtown Dreams Newton Main Street fundraiser
Resolution 2026-055 adopted.

18. Resolution approving the donation of one Westwood Golf Course eighteen-hole, ten-punch pass to the Downtown Dreams Newton Main Street fundraiser
Resolution 2026-056 adopted.
19. Resolution approving a performance contract with Rhythmic Rewind for the Newton Fest concert on June 13, 2026
Resolution 2026-057 adopted.
20. Resolution accepting the Central Iowa Housing Trust Fund Forgivable Loan Agreement for a Very Low Income Water Line Replacement Program
Resolution 2026-058 adopted.
21. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering the clerk to publish the notice, fixing a date for receiving the same, for a public hearing on plans, specifications, form of contract, and estimate of costs for the 2026 city-wide HMA Project
Resolution 2026-059 adopted.
22. Resolution ordering bids, approving plans, specifications, and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract, and estimate of costs for the Arbor Estates Third Addition Construction Project
Resolution 2026-060 adopted.
23. Approve Bills

Public Hearing

24. Public Hearing on a resolution approving the purchase agreement for City-owned property at 920-1100 West 22nd Street South and 2000-2112 South 11th Avenue West in Newton, Jasper County, Iowa
Mayor Ervin stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Simbro, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
25. Resolution approving the purchase agreement for City-owned property at 920-1100 West 22nd Street South and 2000-2112 South 11th Avenue West in Newton, Jasper County, Iowa
Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-061 adopted.
26. Public Hearing on a Resolution approving the preliminary plat of Arbor Estates Third Addition in the City of Newton, Jasper County, Iowa
Mayor Ervin stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Dalton, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
27. Resolution approving the preliminary plat of Arbor Estates Third Addition in the City of Newton, Jasper County, Iowa
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-062 adopted.

Ordinance

28. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V Public Works, by amending Chapter 53 Stormwater Utility
Moved by Mills, seconded by Holschuh to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Mills, seconded by Roth, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2481 was adopted.

Resolution

29. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for the Washer City Card Convention from United Way of Jasper County
Moved by Dalton, seconded by Hallam to adopt the Resolution. Jessica Lowe-Volks spoke on the event. AYES: Six. NAYS: None. Resolution 2026-063 adopted.
30. Resolution approving a 28E Agreement between the City of Newton and Jasper County related to development services in the Newton Rail Park
Moved by Dalton, seconded by Mills to adopt the Resolution. AYES: Five. NAYS: Simbro. Resolution 2026-064 adopted.
31. Resolution purchasing a used lift from Smith Quality Rental for Newton Parks
Moved by Holschuh, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-065 adopted.

32. Resolution Approving the Purchase of a Pre-cast Flushable Toilet Restroom for Placement at Harmony Park
Moved by Roth, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-066 adopted.
33. Resolution Approving Purchase of Fishing Pier Dock System for Cardinal Pond
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-067 adopted.
34. Resolution Approving and Adopting a Revenue Purpose Statement for the Use or Expenditure of Revenues from an Electric Service Franchise Fee and a Natural Gas Service Franchise Fee
Moved by Simbro, seconded by Mills to adopt the Resolution. Hallam made a motion to table. Failed due to lack of a second. AYES: Five. NAYS: Hallam. Resolution 2026-068 adopted.
35. Resolution Authorizing the Use of a Preliminary Official Statement, and Providing for the Levy of Taxes to Pay General Obligation Corporate Purpose Bonds, Series 2026A
Moved by Mills, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-069 adopted.
36. Resolution approving Change Order 05 and accepting completion for the City of Newton Fire Department Engine Bay Floor Reinforcing Project
Moved by Roth, seconded by Holschuh to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-070 adopted.

Discussion

37. Urban Chickens and Ducks
Discussion ensued. Staff will put the same Ordinance on the next agenda with a 12-month sunset.

Mayor/Council Comments

38. Mayor and Council Comments
Mills hopes to continue to shape our community. He is grateful to be able to sit on the council and be a part of a decision-making process that can help others. Roth stated that about 120 folks came to the Night to Shine; it was a wonderful event. Mayor Ervin represented Newton at a Mayors meeting. It was interesting to hear other mayors speaking about the same issues and how they are planning for the future.

Adjourn

Moved by Mills, seconded by Hallam to adjourn the meeting at 7:19 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Randy J. Ervin, Mayor

NEWTON BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
FEBRUARY 16, 2026, 7:30 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 7:30 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. Final Review of the FY27 Budget - Lisa Frasier, Finance Officer

Discussion on the 25% reserve. Discussion on the tax dollar breakdown. Discussion on Economic Development and the need to grow. Discussion on staff needs.

Mayor/Council Comments

3. Mayor and Council Comments

Adjourn

Moved by Roth, seconded by Simbro to adjourn the meeting at 7:55 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Randy J. Ervin, Mayor

NEWTON SPECIAL MEETING CITY COUNCIL MEETING MINUTES
FEBRUARY 24, 2026, 4:00 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 4:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Ervin presided via telephone. Present Council Members: Mills via telephone, Roth via telephone, Dalton via telephone, Hallam via telephone, Simbro via telephone. Absent: Holschuh.

Consent Agenda

2. Approve Special Liquor License for the following: Hotel Maytag Ballroom, 120 1st St N, Class C Retail Alcohol License, PB Pub Special Event on February 28, 2026
Moved by Mills, seconded by Roth to approve the issuance of the Special Event liquor license. AYES: Five. NAYS: None. Motion passed.

Adjourn

Moved by Mills, seconded by Dalton to adjourn the meeting at 4:04 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 26-04)

Summary:

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

Financial Impact:

Cost Recovery: \$1,400.00

Report Number: 2026-163**Date:**

March 2, 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 \$1,400.00.

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 26-04).

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 26-04)**

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. 26-04 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 26-04, 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 March 18, 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 March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-04: 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
TEJ Holdings Newton LLC	834131003	321 E 3rd St N	Newton	\$171,050	\$110.00	\$150.00	\$260.00	ORIGINAL PLAT LOT 1 BLK 2	12/1/2025
TEJ Holdings Newton LLC	834131003	321 E 3rd St N	Newton	\$171,050	\$60.00	\$150.00	\$210.00	ORIGINAL PLAT LOT 1 BLK 2	12/8/2025
TEJ Holdings Newton LLC	834131003	321 E 3rd St N	Newton	\$171,050	\$60.00	\$150.00	\$210.00	ORIGINAL PLAT LOT 1 BLK 2	12/14/2025
TEJ Holdings Newton LLC	834131003	321 E 3rd St N	Newton	\$171,050	\$60.00	\$150.00	\$210.00	ORIGINAL PLAT LOT 1 BLK 2	12/30/2025
Cassady Blake & Robert Lincoln	835129003	304 E 17th St N	Newton	\$112,480.00	\$110.00	\$150.00	\$260.00	DENNISTON & PARTRIDGE SD LOT 26	1/12/2026
Jessica Vansant & Tyler Sheffers	826302004	900 E 12th St N	Newton	\$87,530.00	\$100.00	\$150.00	\$250.00	EMERSON HOUGH PLACE NO. 2 LOT 17 SD OF LOT 13 BLK J	1/13/2026
TOTAL:							\$1,400.00		

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. 26-05)

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: \$400.00

Report Number: 2026-162**Date:**

March 2, 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.

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

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. 26-05)

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-05: 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 26-05: 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 26-05: 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 26-05: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-05 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
Ewa Long	834139004	200 1st Ave E	Newton	\$256,750.00	\$50.00	\$150.00	\$200.00	ORIGINAL PLAT LOT 5 & W 44' LOT 6 BLK 14	1/19/2026
TEJ Holdings Newton LLC	834131003	321 E 3rd St N	Newton	\$171,050.00	\$50.00	\$150.00	\$200.00	ORIGINAL PLAT LOT 1 BLK 2	1/19/2026
							TOTAL:	\$400.00	

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the Hopkins Properties LLC Property According to the Approved Development Agreement

Financial Impact:

\$13,939 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Report Number: 2026-178**Date:**

March 2, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

In July of 2021 the City of Newton approved a Development Agreement with Hopkins Properties LLC on the property located at 1810 1st Ave E, within the 1st Avenue East Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Hopkins Properties LLC in Fiscal year 25/26.

Hopkins Properties LLC has provided documentation that the total amount of the 1st Avenue East Urban Renewal Area property taxes owed in 2025-26 in the amount of \$21,660 have been paid to the Jasper County Treasurer and is eligible for a rebate of \$13,939.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Hopkins Properties LLC.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE HOPKINS PROPERTIES LLC PROPERTY LOCATED WITHIN THE 1ST AVENUE EAST URBAN RENEWAL AREA

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

WHEREAS, a Development Agreement with Hopkins Properties LLC was entered into in July of 2021 on property located at 1810 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

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

WHEREAS, the Developer has paid its property taxes for the entire year 2025-2026 in the total amount of \$21,660 and is eligible to receive a TIF rebate of \$13,939 per the agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with Hopkins Properties LLC, a property tax rebate for the fiscal year 2025-2026 taxes in the amount of \$13,939 is hereby approved.

PASSED this 2nd day of March, 2026.

APPROVED this _____ day of March, 2025.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution approving the purchase of three engraved monoliths and two benches for the Veteran's Section 3 monument at Newton Union Cemetery using donation funds

Summary:

Approving purchase of monoliths & benches from McCall Monument for Vets 3 memorial

Financial Impact:

\$30,000 in donation funds

Report Number: 2026-154

Date:

March 2, 2026

Lead Department:

Community Development

Recommendation:

Approve

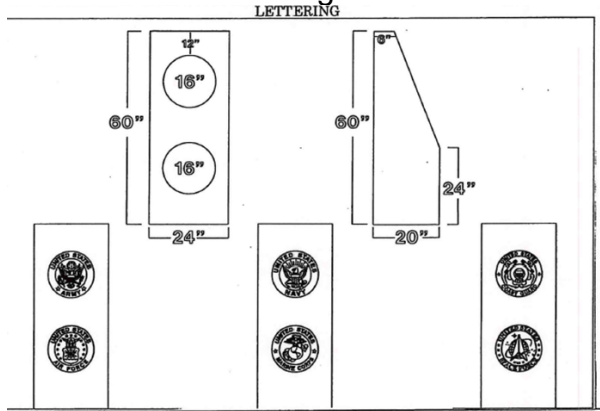
Background:



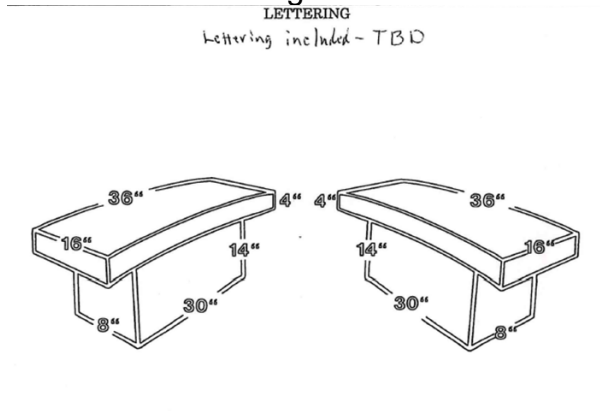
Brick sales for fundraising for the Veteran's Section 3 Memorial Monument are underway and progressing quickly. Additional fundraising by the veterans groups is also underway.

This resolution authorizes the purchase of three sira gray granite engraved monoliths and two jet black granite curved benches from McCall Monument of Newton, Iowa. Total cost is \$30,000.00, once enough donation funds have been received.

Monolith detail drawing:



Bench detail drawing:



A bid package for the construction of the dedication brick walls between each monolith is being prepared, and will require separate, future council action.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING THE PURCHASE OF THREE ENGRAVED
MONOLITHS AND TWO BENCHES FOR THE VETERAN'S SECTION 3
MONUMENT AT NEWTON UNION CEMETERY USING DONATION FUNDS**

WHEREAS, the City of Newton owns Newton Union Cemetery; and

WHEREAS, various local veteran's groups desire to collaborate with the City of Newton for the installation of a memorial monument in Veteran's Section 3 at Newton Union Cemetery includes three monolith and two benches;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the purchase of 3 engraved monoliths and two benches from McCall Monument of Newton Iowa is hereby approved in an amount of \$30,000.00 using donation funds.

PASSED this _____ day of March, 2026

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a non-standard use agreement with the property owner of 112 1st Ave E

Summary:

Approval of a non-standard use agreement for the private use of a portion of city-owned right-of-way

Financial Impact:

N/A

Report Number: 2026-179**Date:**

March 2, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The property owners of 112 1st Ave E have requested permission to install flower planters on a portion of the public sidewalk adjacent to their building. The planters' encroachment onto the city right-of-way is minimal and will not impede pedestrian ADA accessibility.

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

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

Recommendation:

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

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION APPROVING A NON-STANDARD USE AGREEMENT
WITH THE PROPERTY OWNER OF 112 1ST AVE E**

WHEREAS, the property owners of 112 1st Ave E have requested permission to install flower planters on a portion of the public sidewalk adjacent to their building. The planters' encroachment onto the city right-of-way is minimal and will not impede pedestrian ADA accessibility; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the non-standard use agreement between the City of Newton and D&D Dreams, LLC is hereby accepted.

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

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

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the revised not to exceed purchase amount of the pre-fabricated restroom for Harmony Park

Summary:

Approving new not to exceed amount

Financial Impact:

Total purchase not to exceed \$152,000.00 from donation and bonded funds

Report Number: 2026-181**Date:**

March 2, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

With Resolution #2026-066 City Council approved the purchase of the Denali Model restroom from CXT Incorporated. After working with CXT Incorporated on the desired customization, plus adding the required engineering fees, crane & offloading charge, and transportation costs, the cost of the unit exceeds the amount authorized by Resolution #2026-066.

This resolution increases the not-to-exceed amount to \$152,000 from \$125,000.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION APPROVING THE REVISED NOT TO EXCEED PURCHASE AMOUNT OF THE PRE-FABRICATED RESTROOM FOR HARMONY PARK

WHEREAS, by Resolution #2026-066 City Council approved the purchase of the Denali Model restroom from CXT Incorporated, a Sourcewell Awarded Contract Company; and

WHEREAS, after working with CXT Incorporated on the desired customization plus adding the required engineering fees, crane & offloading charge, and transportation costs, the cost of the unit exceeds the amount authorized by Resolution #2026-066;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the City Staff is authorized to purchase a pre-fabricated flushable restroom from CXT Incorporated, which includes two single user restrooms, customized exterior to align with the Newton Downtown Historic District Design Guidelines, anti-vandalism features, and timed locking system using donated funds and bonded funds for the purchase and delivery in an amount not to exceed \$152,000.00.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 1st St N 8" Watermain Project

Summary:

Accept plans and order bids for the 1st St N 8" Watermain Project

Financial Impact:

Estimated \$305,000.00 from a combination of 2025 GO bonds and 2024 Water Revenue Bonds

Report Number: 2026-166

Date:

March 2, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

A water main break occurred under the railroad tracks on N 8th Ave E. Due to the location of the break, the line was not able to be repaired and the crossing was taken out of service. This created a dead-end water mains on the west side of the railroad tracks. Since that time, nearby property owners have experienced dirty water and low water pressure, which are common issues with dead-end water lines due to lack of circulation.

City staff have designed and are now proposing the installation of a new water main connection to correct the issue. The proposed main would extend from the existing dead-end fire hydrant south of the railroad tracks, run under the railroad bridge, and connect to the newer C900 water main on N 9th Ave W. This connection would eliminate the dead ends and restore proper looping within the system.

The project would upsize the existing 4-inch water main to an 8-inch main. It would also include replacement of 17 water service lines from the main to the curb stops and replacement of two outdated fire hydrants. These improvements will improve water quality, pressure, and fire protection in the area.

The bid opening is scheduled for March 26, 2026, with the public hearing and anticipated award of contract to be held at the regular City Council meeting on April 6th, 2026. The engineer's estimate for construction is \$305,000.00, to be funded from a combination of 2025 GO bonds and 2024 Water Revenue Bonds.

Recommendation:

Accept the plans, set dates, and obtain bids for the 1st St N 8" Watermain Project

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026- _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, ORDERING THE CLERK TO PUBLISH THE NOTICE, FIXING A DATE FOR RECEIVING THE SAME, FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE 1ST ST N 8" WATERMAIN PROJECT

WHEREAS, the 1st St N 8" Watermain project will improve water quality, pressure, and fire protection in the area; and

WHEREAS, A water main break occurred under the railroad tracks on N 8th Ave E. Due to the location of the break, the line was not able to be repaired and the crossing was taken out of service.; and

WHEREAS, this created a dead-end water mains on the west side of the railroad tracks causing dirty water and low pressure for adjacent property owners; and

WHEREAS, City staff have designed and are now proposing installation of a new water main connection to correct the issue. The proposed main would extend from the existing dead-end fire hydrant south of the railroad tracks, run under the railroad bridge, and connect to the newer C900 water main on N 9th Ave W. This connection would eliminate the dead ends and restore proper looping within the system; and

WHEREAS, the bid opening is scheduled for March 26, 2026, with the public hearing and anticipated award of contract to be held at the regular City Council meeting on April 6th, 2026. The engineer's estimate for construction is \$305,000.00, to be funded from a combination of 2025 GO bonds and 2024 Water Revenue Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 1st St N 8" Watermain Project in the City of Newton, Iowa, is hereby ordered to be advertised for bids for construction; and the project be paid for from a combination of 2025 GO bonds and 2024 water revenue bonds ; and

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by the City of Newton for the construction of the 1st St N 8" Watermain Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the City Clerk for public inspection; and

That the City Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Utilities Director at 11:00 AM on the 26th day of March 2026. There the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications, and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 6th day of April 2026, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this ____ day of March, 2026

APPROVED this ____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

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

A public hearing will be held by the Newton City Council on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the 1st St N 8 Inch Watermain Project at its meeting at 6:00 P.M. on April 6th, 2026, in said Newton City Council Chambers at City Hall, 101 W. 4th St. S., Newton, IA. Any person interested may appear and file objections to the proposed plans, specifications, form of contract or cost of such improvement.

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

Published by order of the City of Newton, Iowa.

By:

Katrina Davis, City Clerk
City of Newton, IA

LETTING DATE
March 26, 2026

TOTAL SHEETS:12

PROJECT NUMBER:
WTR-2026-01

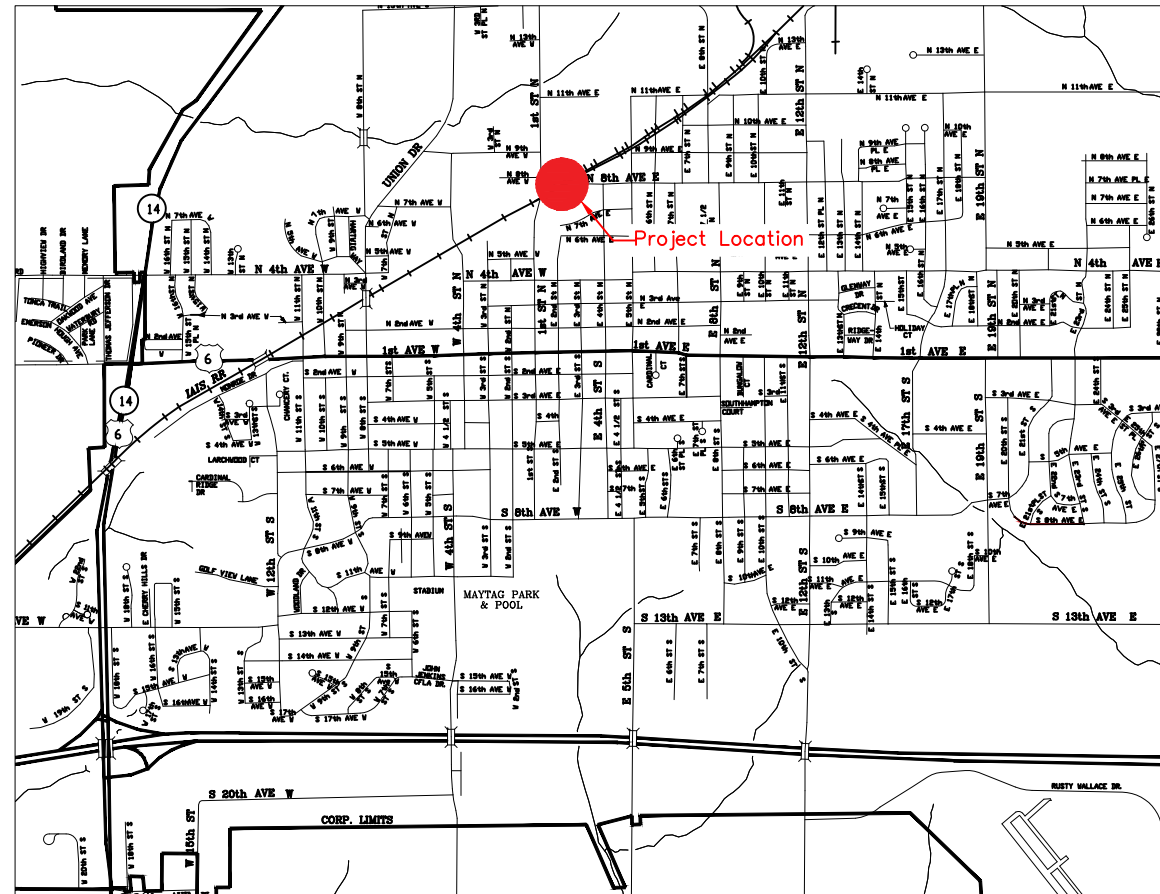


1ST ST N, 8" WATER MAIN PROJECT CITY OF NEWTON, IOWA

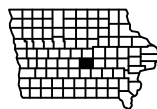
THE IOWA SUDAS STANDARD SPECIFICATIONS, SERIES 2025, PLUS THE CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS TO SAID SUDAS SPECIFICATIONS; AND REFERENCED IOWA DOT STANDARD SPECIFICATIONS AND DETAILS SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.

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

INDEX OF SHEETS	
NO.	DESCRIPTION
A.01	TITLE SHEET, LOCATION MAP
A.02	LEGEND, GENERAL NOTES, UTILITY CONTACTS
C.01	ESTIMATED QUANTITIES & REFERENCE NOTES
C.02	WATER TABULATIONS
C.03	PCC TABULATIONS
C.04	BRIDGE CROSS SECTION
M.01-M.02	WATER MAIN SHEETS
R.01	REMOVAL SHEETS
S.01	SIDEWALK RAMP PLANS
T.01-T.02	TRAFFIC CONTROL



REVISIONS



LOCATION MAP

NOT TO SCALE



LICENSED PROFESSIONAL ENGINEER
JUSTIN E. NICKEL
18950
IOWA

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

Justin Nickel

JUSTIN E. NICKEL, P.E. DATE: 2/26/2026

REG. NO. 18950

MY LICENSE RENEWAL DATE IS Dec. 31, 2027

PAGES OR SHEETS COVERED BY THIS SEAL:
Entire Document

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

LEGEND

922	Contour w/ Elevation	(I)	Interstate Highway Symbol
—+—+—	Chain Link Fence	(6)	U.S. Highway Symbol
—o—o—	Board Fence	(14)	State Highway Symbol
—x—x—	Barbed Wire Fence	34	County Road Symbol
—//—//	Woven Fence	+	Benchmark
—//x—//x	Barbed Wire & Woven Fence	⊕	Concrete Monument
— — —	Tree Line	—+—+—	Terrace
— — —	Tree Stump	—+—+—	Earth Dam or Dike
— — —	Deciduous Tree	— — —	Edge of Water
— — —	Coniferous Tree	— — —	Drainage Flow Arrow
— — —	Tree To Be Removed	— — —	Well
— — —	Shrub	— — —	Traffic Signal Pedestal
— — —	Soil Boring	— — —	Traffic Signal w/ Mast Arm
— — —	Telephone	— — —	Traffic Signal Cabinet Controller
—OHT—	Overhead Telephone	— — —	Flared End Section
—FO—	Fiber Optic	— — —	Guy Anchor
—E—	Electric	— — —	Mailbox
—OHE—	Electric—Overhead	— — —	Speed Limit Sign
—TV—	Cable Television	— — —	Mile Marker Post
—OHTV—	Cable Television—Overhead	— — —	Stop Sign
—GAS—	Gas Main	— — —	Railroad Signal Control Box
—GAS—	Gas Valve	— — —	Top of Embankment
—W—	Water Main	— — —	Drainage Course
—SM—	Sanitary Sewer	— — —	Rip Rap
—ST—	Septic Tank	— — —	Gabion
—STS—	Storm Sewer	— — —	PC Concrete (PCC) Surface
—O—	Sanitary Sewer Manhole	— — —	Granular Surface
—□—	Storm Sewer Intake	— — —	Hot Mix Asphalt (HMA) Surface
—⊕—	Storm Sewer Manhole	— — —	Building
—Q—	Fire Hydrant	— — —	Removal Area
—M—	Water Main Valve	— — —	Concrete Wall
—W—	Water Service Valve	— — —	Timber Wall
—U—	Utility Pole	— — —	Railroad Track
—S—	Street/Yard Light	— — —	Section Corner
—T—	Traffic Sign	— — —	Property Corner
—P—	Electric Box	— — —	Spot Elevation
—T—	Telephone Junction Box	— — —	Communications Tower
—LP—	Propane Tank	— — —	Detectable Warning Panel
—TV—	CATV Junction Box		
—●—	Guard Post or Bollard		
—UST—	Underground Storage Tank		
—AST—	Above Ground Storage Tank		
—♀—	Satellite Dish		

GENERAL NOTES

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

04-15-08

213-1

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

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

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

10-28-97

232-10

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

UTILITY CONTACT INFORMATION

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

ABBREVIATIONS

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

DRAWN BY: BLS	APPROVED:
DATE: FEBRUARY 13, 2026	DATE:
SURVEY DATE: July 01, 2025	

REVISIONS:

ESTIMATED QUANTITIES AND REFERENCE NOTES



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

1ST ST N 8" WATER MAIN PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
A.02

ESTIMATE REFERENCE INFORMATION				
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY
1	5010-108-A-1	8" WATERMAIN TRENCHED" C900, COLOR BLUE Measurement: Each type and size of pipe installed in an open trench will be measured in linear feet along the centerline of the pipe, including the length through the fittings. Payment: Payment will be made at the unit price per linear foot for each type and size of pipe. Unit price includes, but is not limited to, trench excavation; dewatering; furnishing and installing pipe, furnishing, placing, and compacting bedding and backfill material, tracer system, testing, disinfection; and polyethylene wrap for ductile iron pipe and for fittings. 5 foot buried depth	LF	122
2	5010-108-A-2	8" WATERMAIN TRENCHLESS" RESTRAINED JOINT, C 900, COLOR BLUE: Measurement: Each type and size of pipe installed by trenchless methods will be measured in linear feet along the centerline of the pipe. Payment: Payment will be made at the unit price per linear foot for each type and size of pipe. Unit price includes, but is not limited to, furnishing and installing pipe; trenchless installation materials and equipment, pit excavation; dewatering; placing and compacting backfill material; tracer system, testing, and disinfection. 5 foot buried depth	LF	785
3	5010-108-C-2	FITTINGS BY WEIGHT: Measurement: Each type and size of fitting installed as specified in the contract documents or as required for proper installation of the water main will be counted. Determine the total weight of fittings counted, in pounds, based on the standard fitting weights published in AWWA C153 for ductile iron compact fittings. Payment: Payment will be made at the unit price per pound for each type and size of fitting. Unit price includes, but is not limited to, furnishing and installing fittings, restrained joints, anchor blocks, and thrust blocks.	LB	525
4	5010-108-E-1	1" WATER SERVICE STUBS BY LENGTH, TRENCHED, PEX TYPE A Measurement: Each type and size of water service pipe will be measured in linear feet along the centerline of the pipe. Payment: Payment will be made at the unit price per linear foot of each type and size of water service pipe. Unit price includes, but is not limited to, trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; and installation of tracer wire system for non-metallic service pipe. 5 foot buried depth	LF	19
5	5010-108-E-1	1" WATER SERVICE STUBS BY LENGTH, TRENCH LESS, PEX TYPE A Measurement: Each type and size of water service pipe will be measured in linear feet along the centerline of the pipe. Payment: Payment will be made at the unit price per linear foot of each type and size of water service pipe. Unit price includes, but is not limited to, trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; and installation of tracer wire system for non-metallic service pipe. 5 foot buried depth	LF	759
6	5010-108-E-1	2" WATER SERVICE STUBS BY LENGTH, TRENCH LESS, PEX TYPE A Measurement: Each type and size of water service pipe will be measured in linear feet along the centerline of the pipe. Payment: Payment will be made at the unit price per linear foot of each type and size of water service pipe. Unit price includes, but is not limited to, trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; and installation of tracer wire system for non-metallic service pipe. 5 foot buried depth	LF	30
7	5010-108-E-1	6" WATER SERVICE STUBS BY LENGTH, TRENCHED, C900, COLOR BLUE Measurement: Each type and size of water service pipe will be measured in linear feet along the centerline of the pipe. Payment: Payment will be made at the unit price per linear foot of each type and size of water service pipe. Unit price includes, but is not limited to, trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; and installation of tracer wire system for non-metallic service pipe. 5 foot buried depth	LF	6
8	5010-108-E-2	WATER SERVICE CORP 1" Measurement: Each type and size of water service corporation will be counted. Payment: Payment will be made at the unit price for each type and size of water service corporation. Includes: Unit price includes, but is not limited to, trench excavation (if necessary); furnishing and installing the water service corporation; and furnishing, placing, and compacting bedding and backfill material.	EA	16
9	5010-108-E-3	WATER SERVICE CORP 2" Measurement: Each type and size of water service corporation will be counted. Payment: Payment will be made at the unit price for each type and size of water service corporation. Includes: Unit price includes, but is not limited to, trench excavation (if necessary); furnishing and installing the water service corporation; and furnishing, placing, and compacting bedding and backfill material.	EA	1
10	5010-108-E-3	1" WATER SERVICE CURB STOP AND BOX Measurement: Each type and size of water service curb stop and box will be counted. Payment: Payment will be made at the unit price for each type and size of water service curb stop and box. Includes: Unit price includes, but is not limited to trench excavation (if necessary); furnishing and installing the curb stop and box; and furnishing, placing, and compacting bedding and backfill material.	EA	16
11	5010-108-F-1	WATER MAIN ABANDONMENT CAP, VARIOUS SIZES, REFER TO TABULATION Measurement: Each size and location of water main to be abandoned will be counted. Payment: Payment will be made at the unit price for each size and location of water main abandoned. Includes: Unit price includes, but is not limited to, trench excavation (if necessary); closing valves; removing valve boxes; installing thrust blocks; cutting pipe; installing MJ caps; and furnishing, placing, and compacting backfill material.	EA	3
12	5020-108-A-1	GATE VALVE 2" Measurement: Each type and size of valve will be counted. Payment: Payment will be at the unit price for each type and size of valve. Includes: Unit price includes, but is not limited to, all components attached to the valve or required for its complete installation, including underground or above ground operator, square valve operating nut, valve box and cover, valve box extension, and valve stem extension.	EA	1
13	5020-108-A-1	GATE VALVE 6" Measurement: Each type and size of valve will be counted. Payment: Payment will be at the unit price for each type and size of valve. Includes: Unit price includes, but is not limited to, all components attached to the valve or required for its complete installation, including underground or above ground operator, square valve operating nut, valve box and cover, valve box extension, and valve stem extension.	EA	1
14	5020-108-A-1	GATE VALVE 8" Measurement: Each type and size of valve will be counted. Payment: Payment will be at the unit price for each type and size of valve. Includes: Unit price includes, but is not limited to, all components attached to the valve or required for its complete installation, including underground or above ground operator, square valve operating nut, valve box and cover, valve box extension, and valve stem extension.	EA	4
15	5020-108-C-1	FIRE HYDRANT ASSEMBLY Measurement: Each fire hydrant assembly will be counted. Payment: Payment will be at the unit price for each fire hydrant assembly. Includes: Unit price includes, but is not limited to, the fire hydrant, barrel extensions sufficient to achieve proper bury depth of anchoring pipe and height of fire hydrant above finished grade, and components to connect the fire hydrant to the water main, including anchoring pipe, fittings, thrust blocks, pea gravel or porous backfill material, and fire hydrant gate valve and appurtenances, except tapping valve assembly if used.	EA	2
16	5020-108-J-1	FIRE HYDRANT ASSEMBLY REMOVAL Measurement: Each fire hydrant assembly removed will be counted. Payment: Payment will be made at the unit price for each fire hydrant assembly removed. Includes: The unit price includes, but is not limited to, excavation, removal of the fire hydrant, hydrant valve, thrust block, delivery of the fire hydrant assembly to the Contracting Authority (if specified), capping of the pipe, backfill, compaction, and surface restoration to match the surrounding area.	EA	2
17	5020-108-K/L-2	VALVE AND BOX REMOVAL Measurement: Each valve and box removed will be counted. Payment: Payment will be made at the unit price for each valve and box removed. Includes: The unit price includes, but is not limited to, excavation, removal of each valve, replacing the removed valve and box with pipe and connections if required or capping the former valve connection, delivery of the valve to the Contracting Authority (if specified), backfill, compaction, and surface restoration to match the surrounding area.	EA	4
18	6010-108-E-1	Removal of Structure- Unit price includes, but is not limited to, removal of casting, concrete below grade, and reinforcement; plugging pipes; filling remaining structure with class A backfill, and placing compacted fill over structure to finished grade.	EA	1
19	7030-108-A-0	Removal of Sidewalk: Measurement: Measurement will be in square yards for the area of sidewalk removed. Payment: Payment will be at the unit price per square yard for the area of sidewalk removal. Unit price includes, but is not limited to, sawing, hauling, and disposal of materials removed.	SY	53
20	7030-108-E-0	PCC Sidewalk 4": Measurement: Each thickness of PCC sidewalk will be measured in square yards. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area. Payment: Payment will be at the unit price per square yard for each thickness of PCC sidewalk. Unit price includes, but is not limited to, minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing.	SY	39
21	7030-108-E-0	PCC Sidewalk 6": See item #7	SY	12
22	7030-108-E-1	DRIVEWAY REMOVAL AND REPLACEMENT PCC 6" Each thickness of PCC driveway will be measured in square yards. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area. Payment: Payment will be at the unit price per square yard for each thickness of PCC driveway. Unit price includes, but is not limited to, sawing, removing, disposing of existing pavement and curb and gutter, excavation, subgrade preparation, jointing, sampling, and testing.	SY	83
23	7030-108-G-0	Detectable Warnings: Measurement: Measurement will be in square feet for the area of detectable warnings installed. Paved area beneath detectable warnings will be measured with sidewalk. Payment: will be at the unit price per square foot for the area of detectable warnings installed. Includes: Unit price includes, but is not limited to, steel bar supports and manufactured detectable warning panels.	SF	50
24	7040-108-A-1	FULL DEPTH PATCHING PCC 7" ; Refer to M sheets for location. Use class C mix complying with section 7010. Comply with low adot materials in 401. Depths and locations may vary based on field conditions and by engineer backfilling and seeding these areas is incidental to this item. Depth of patch to be existing pavement thickness + 2 inches per detail. (min 7" max 9" total thickness). Payment will be per installed quantity. Unit price includes, but is not limited to, sawing, removing, and disposing of existing pavement and reinforcing; restoring the subgrade; forming and constructing integral curb; surface curing and pavement protection; joint sawing and filling, and placing backfill and restoring disturbed surfaces.	SY	242
25	8030-108-A	TEMPORARY TRAFFIC CONTROL: Lump sum price includes, but is not limited to, installation, maintenance, and removal of temporary traffic control; total roadway closures with installation and removal of detour signing as shown in the contract documents; removal and installation or covering of permanent traffic control devices that conflict with the temporary traffic control plan; monitoring and documenting traffic control conditions; and flaggers or automated flagger assistance devices (AFAD). When required in the contract documents, the following are also included in traffic control unless a separate bid item is provided: portable dynamic message signs, temporary barrier rail, temporary flood lighting, and pilot cars	LS	1
26	9010-A-1	SEEDING, FERTILIZING AND MULCHING: Unit price includes, but is not limited to, removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately. This bid item will be for seeding at marked locations on plans and around all ADA ramps.	ACRE	0.05
28	11020-1.08-A	MOBILIZATION: The unit price for mobilization may include the following: a. The movement of personnel, equipment, and supplies to the project site. b. The establishment of offices, buildings, and other facilities necessary for the project. c. Bonding, permits, or other expenses incurred prior to construction.	LS	1

DRAWN BY: BLS
DATE: FEBRUARY 13, 2026
SURVEY DATE: July 01, 2025

APPROVED:
DATE:

REVISIONS:

ESTIMATED QUANTITIES
AND REFERENCE NOTES



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

1ST ST N 8" WATER MAIN PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
C.01

WATERMAIN FITTINGS				
NO.	LOCATION STATION	TYPE OF FIXTURE	WEIGHT	NOTES
1	0+51.02	8" 45 DEGREE BEND	50	MJ COMPACT
2	0+72.99	8" 22 DEGREE BEND	44	MJ COMPACT
3	0+85.33	8" 45 DEGREE BEND	50	MJ COMPACT
4	07+82.80	8"x8"x6" T	75	MJ COMPACT
5	08+73.88	8" 45 DEGREE BEND	50	MJ COMPACT
6	08+76.96	8" 45 DEGREE BEND	50	MJ COMPACT
7	08+76.72	8" T	87	MJ COMPACT
8	08+77.03	8" T	87	MJ COMPACT
9	08+94.15	8"x6" REDUCER	32	MJ COMPACT
TOTAL POUNDS			525	

5010-2.01 WATER MAIN

A. Polyvinyl Chloride (PVC) Pipe: Comply with AWWA C900 with ductile iron pipe equivalent outside diameters.

1. Minimum Wall Thickness:

a. 4 inch through 24 inch sizes: DR 18.

b. Sizes over 24 inch: As specified in the contract documents.

2. Joint Type: Use push-on joint type, except as otherwise specified in the contract documents or as authorized by the Engineer.

a. Push-on: According to AWWA C900.

b. Integral Restrained Joint: AWWA C900 pipe with restraining system manufactured integrally into pipe end.

c. Mechanical Restrained Joint: Ductile iron mechanical device designed for joint restraint of AWWA C900 pipe complying with the requirements of ASTM F 1674.

3. Markings on Pipe:

a. Name of manufacturer.

b. Size and class.

c. Spigot insertion depth gauge.

d. National Sanitation Foundation (NSF) seal.

4. Tracer wire

Open Cut:

1) Solid Single Copper Conductor:

a) Size: #12 AWG

b) Insulation Material: Linear low-density polyethylene (LLDPE) insulation suitable for direct burial applications

c) Insulation Thickness: 0.030 inches, minimum

d) Breaking Strength: 150 pounds, minimum

e) Operating Voltage: Rated for 30 volts

1. Directional Drilling/Boring:

1) Bimetallic Copper Clad Steel Conductor:

a) Size: #12 AWG

b) Rating: Direct burial

c) Operating Voltage: Rated for 30 volts

d) Conductivity: 21%

e) Copper Cladding: 3% of conductor diameter, minimum

f) Insulation Material: High density, high molecular weight polyethylene

g) Insulation Thickness: 0.045 inches, minimum

h) Breaking Strength: 1,100 pounds, minimum

WATER SERVICE 1" PEX TYPE A				
NO.	LOCATION STATION	LENGTH	SHUT OFF	NOTES
1	04+02.92	32	CURB STOP	CONNECT TO EXISTING SERVICE
2	04+22.33	30	CURB STOP	CONNECT TO EXISTING SERVICE
3	04+71.29	34	CURB STOP	CONNECT TO EXISTING SERVICE
4	04+71.64	34	CURB STOP	CONNECT TO EXISTING SERVICE
5	04+72.02	34	CURB STOP	CONNECT TO EXISTING SERVICE
6	04+72.29	34	CURB STOP	CONNECT TO EXISTING SERVICE
7	04+72.67	34	CURB STOP	CONNECT TO EXISTING SERVICE
8	05+57.54	35	CURB STOP	CONNECT TO EXISTING SERVICE
9	05+66.39	3	CURB STOP	CONNECT TO EXISTING SERVICE
10	06+14.34	38	CURB STOP	CONNECT TO EXISTING SERVICE
11	06+24.18	16	CURB STOP	CONNECT TO EXISTING SERVICE
12	07+43.78	52	CURB STOP	CONNECT TO EXISTING SERVICE
13	07+95.57	44	CURB STOP	CONNECT TO EXISTING SERVICE
14	09+76.68	60	CURB STOP	CONNECT TO EXISTING SERVICE
15	10+11.69	98	CURB STOP	CONNECT TO EXISTING SERVICE
16	11+18.28	200	CURB STOP	CONNECT TO EXISTING SERVICE
TOTAL LENGTH		778		

WATER SERVICE 2" PEX TYPE A				
NO.	LOCATION STATION	LENGTH	SHUT OFF	NOTES
1	03+99.75	30	2" GATE VALVE	MJ
TOTAL LENGTH		30		

WATER SERVICE 6" C900				
NO.	LOCATION STATION	LENGTH	SHUT OFF	NOTES
1	07+82.41	6	6" GATE VALVE	MJ
TOTAL LENGTH		6		

WATERMAIN ABANDONMENT CAP			
NO.	LOCATION STATION	SIZE	NOTES
1	07+82.39	6 INCH	MJ
2	08+66.95	4 INCH	MJ
3	08+67.11	6 INCH	MJ

WATERMAIN VALVES			
NO.	LOCATION STATION	SIZE	NOTES
1	0+53.79	8 INCH VALVE	MJ
2	03+99.75	2 INCH VALVE	MJ
3	04+05.48	8 INCH VALVE	MJ
4	07+82.41	6 INCH VALVE	MJ
5	08+76.72	8 INCH VALVE	MJ
6	08+84.34	8 INCH VALVE	MJ

FIRE HYDRANT ASSEMBLY	
NO.	LOCATION STATION
1	04+11.58
2	08+80.59

DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED:
 DATE:

REVISIONS:

WATER TABULATIONS
 AND NOTES



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

1ST ST N 8" WATER MAIN PROJECT
 CITY OF NEWTON, IOWA

SHEET NO.
 C.02

SIDEWALK REMOVAL AND REPLACEMENT			
LOCATION STATION	SIDE	SIDEWALK REMOVAL (SY)	4" SIDEWALK (SY)
0+58.00	LT	12	12
05+56.00	RT	4	4
06+26.00	RT	4	4
07+44.00	RT	4	4
07+70.00	RT	5	5
08+04.00	RT	2	2
TOTAL		31	31

FULL DEPTH PATCHING REOMVAL AND REPLACEMENT			
LOCATION STATION	SIDE	PCC REMOVAL (SY)	7" FULL DEPTH PATCHING (SY)
0+71.00	LT/RT	66	66
04+11.00	RT	45	45
04+72.00	RT	8	8
04+72.00	LT	0	3
05+65.00	RT	8	8
06+25.00	RT	8	8
07+44.00	RT	8	8
08+73.00	LT/RT	96	96
TOTAL		239	242

DRIVEWAY REMOVAL AND REPLACEMENT			
LOCATION STATION	SIDE	PCC REMOVAL (SY)	6" PCC (SY)
07+82.00	RT	50	50
08+69.61	RT	33	33
TOTAL		83	83

TABULATIONS OF SIDEWALK RAMP ITEMS									
RAMP NO.	STREET/ AVE	LOCATION STATION	SIDE	SIDEWALK REMOVAL (SY)	4" SIDEWALK (SY)	6" SIDEWALK (SY)	DETECTABLE WARNINGS (SF)	EXCAVATION CLASS 10 (CY)	NOTES
SW-1	1ST ST/ 8TH AVE	04+11.58	RT	14	5	7	25	3	
SW-2	1ST ST/ 9TH AVE	08+76.72	LT	8	3	5	25	3	
TOTAL				22	8	12	50	6	

DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED:
 DATE:

REVISIONS:

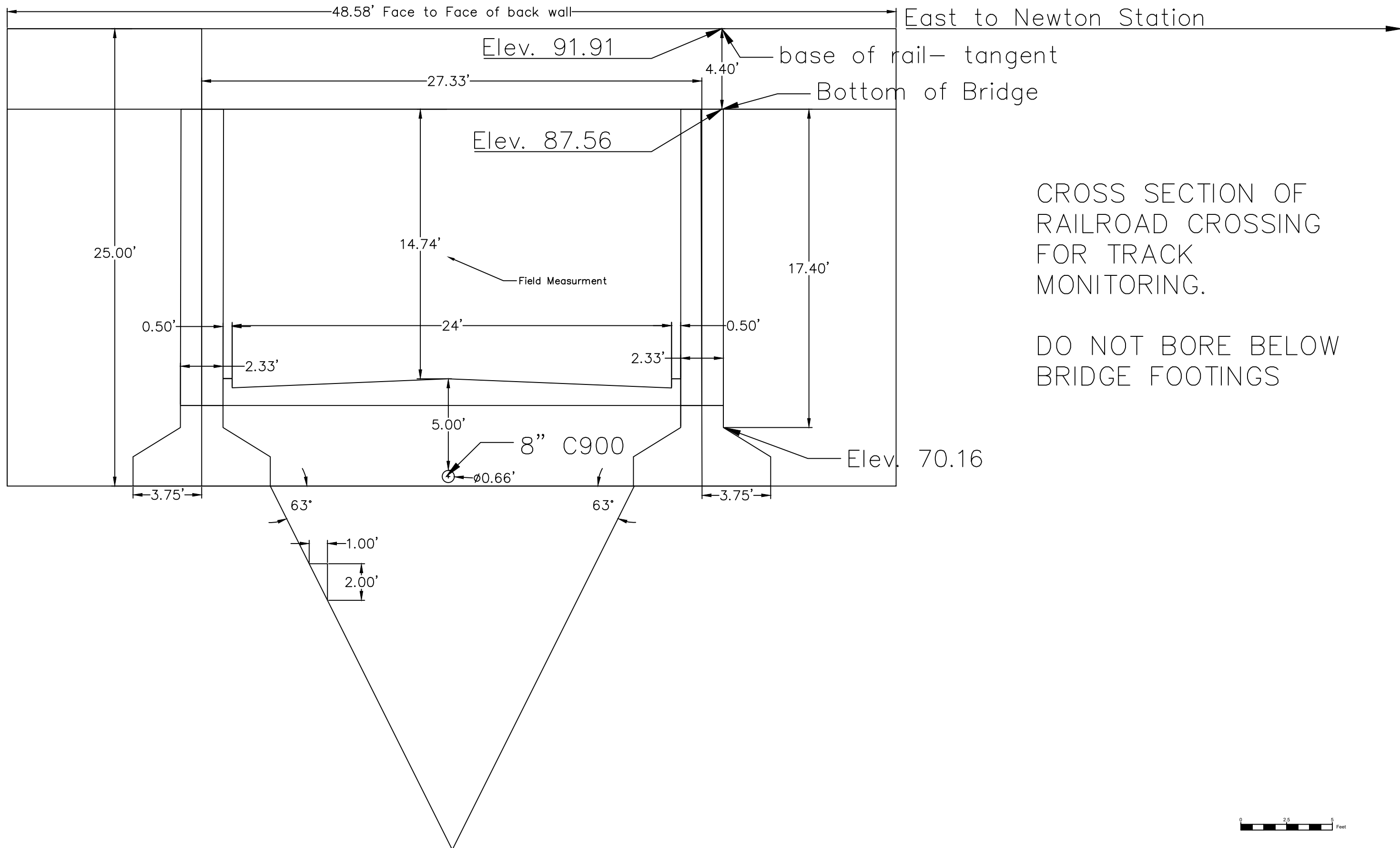
PCC TABULATIONS AND NOTES



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

1ST ST N 8" WATER MAIN PROJECT
 CITY OF NEWTON, IOWA

SHEET NO.
 C.03



CROSS SECTION OF
RAILROAD CROSSING
FOR TRACK
MONITORING.

DO NOT BORE BELOW
BRIDGE FOOTINGS

DRAWN BY: BLS
DATE: FEBRUARY 13, 2026
SURVEY DATE: September 18, 2025

APPROVED:
DATE:

REVISIONS:

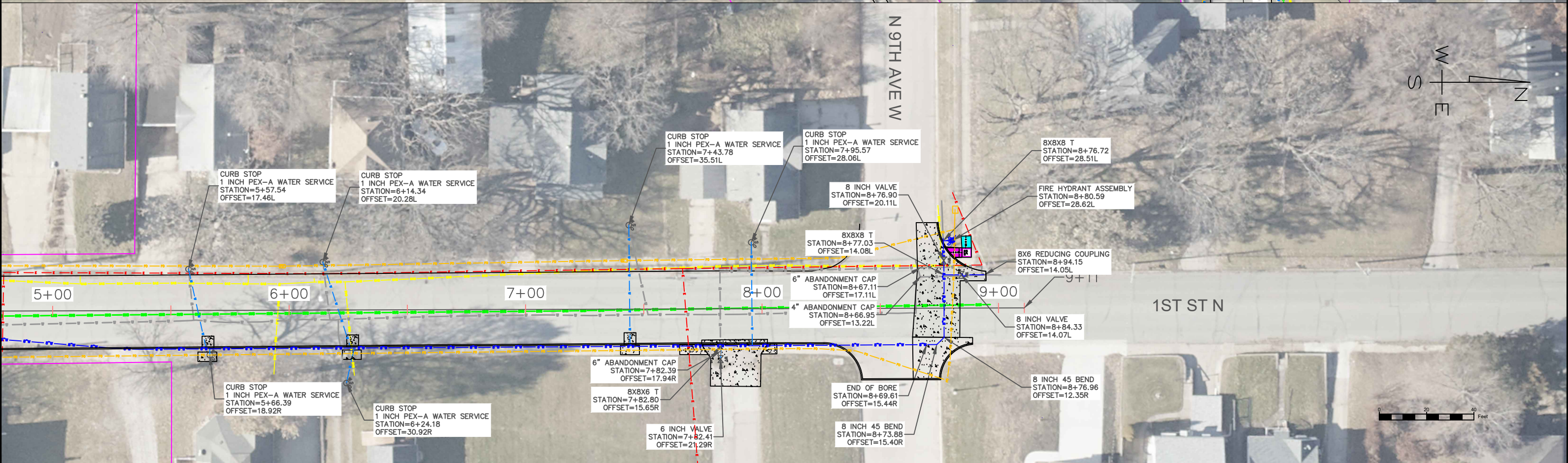
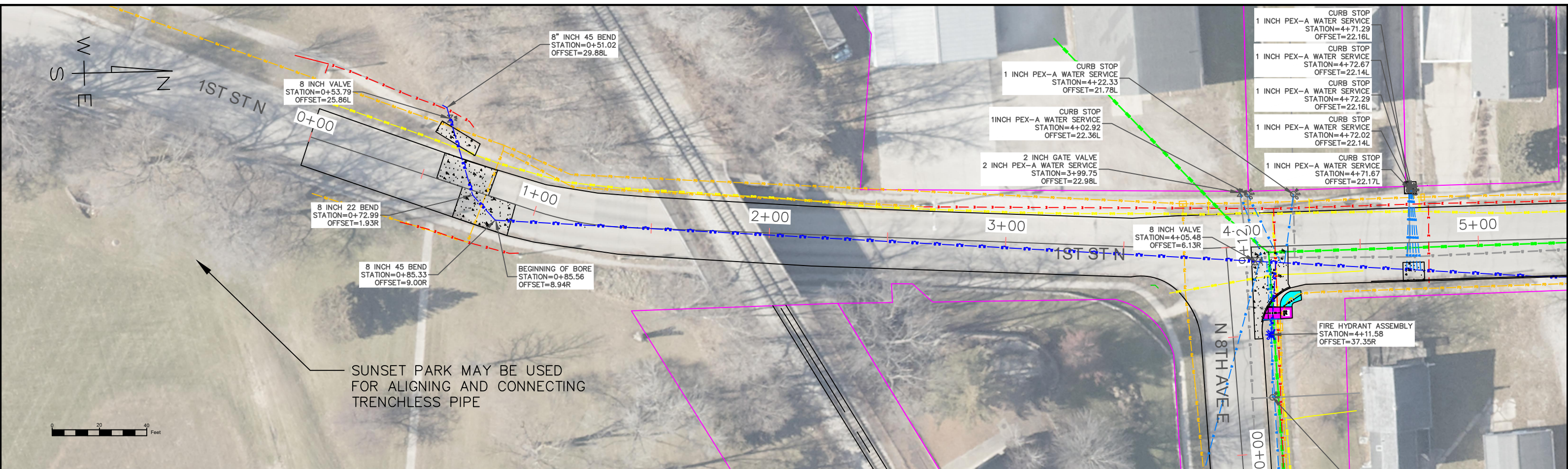
BRIDGE CROSS SECTION



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

1ST ST N 8" WATER MAIN PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
C.04



DRAWN BY: BLS
DATE: FEBRUARY 13, 2026
SURVEY DATE: July 01, 2025

APPROVED: _____
DATE: _____

REVISIONS: _____

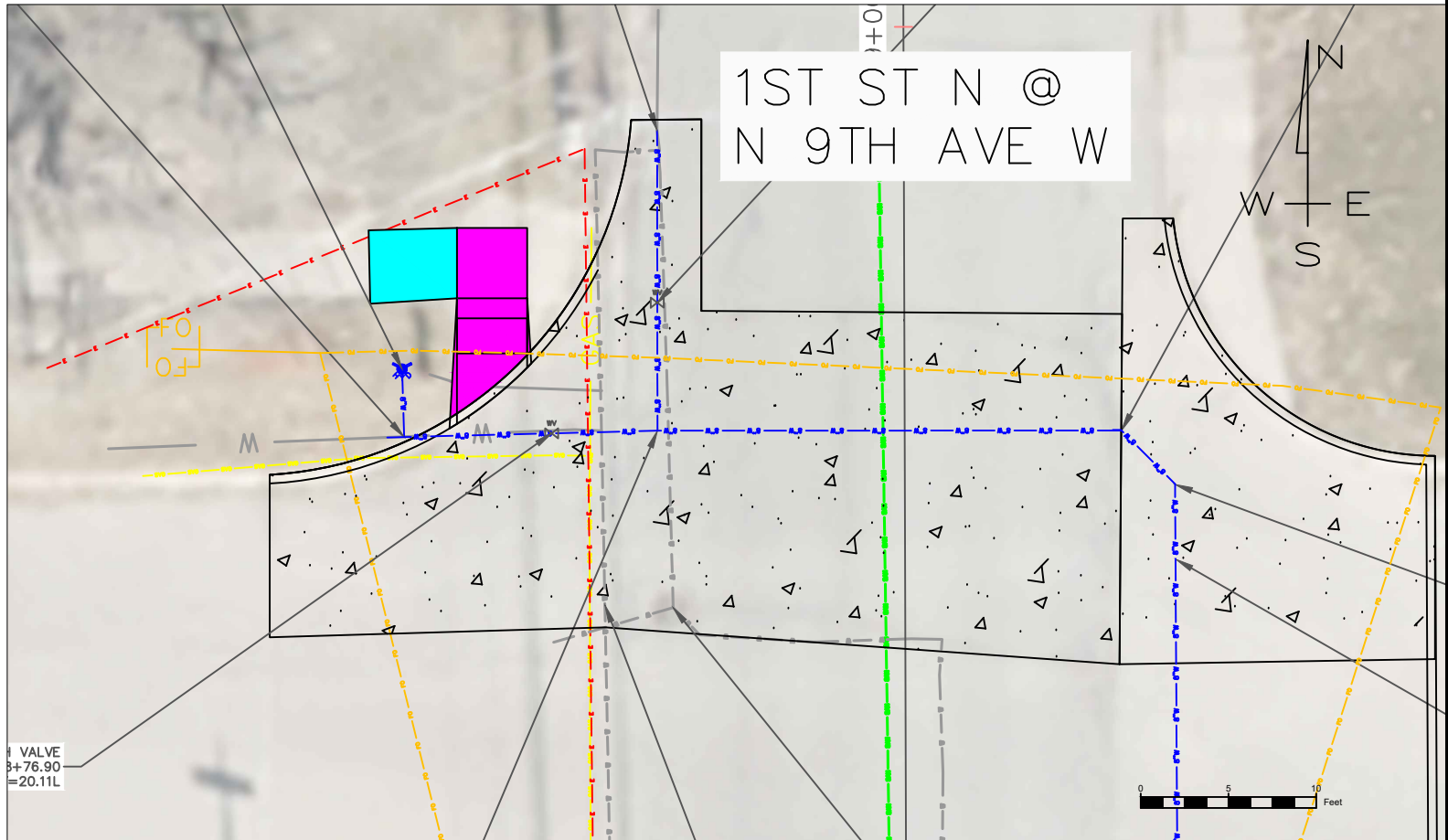
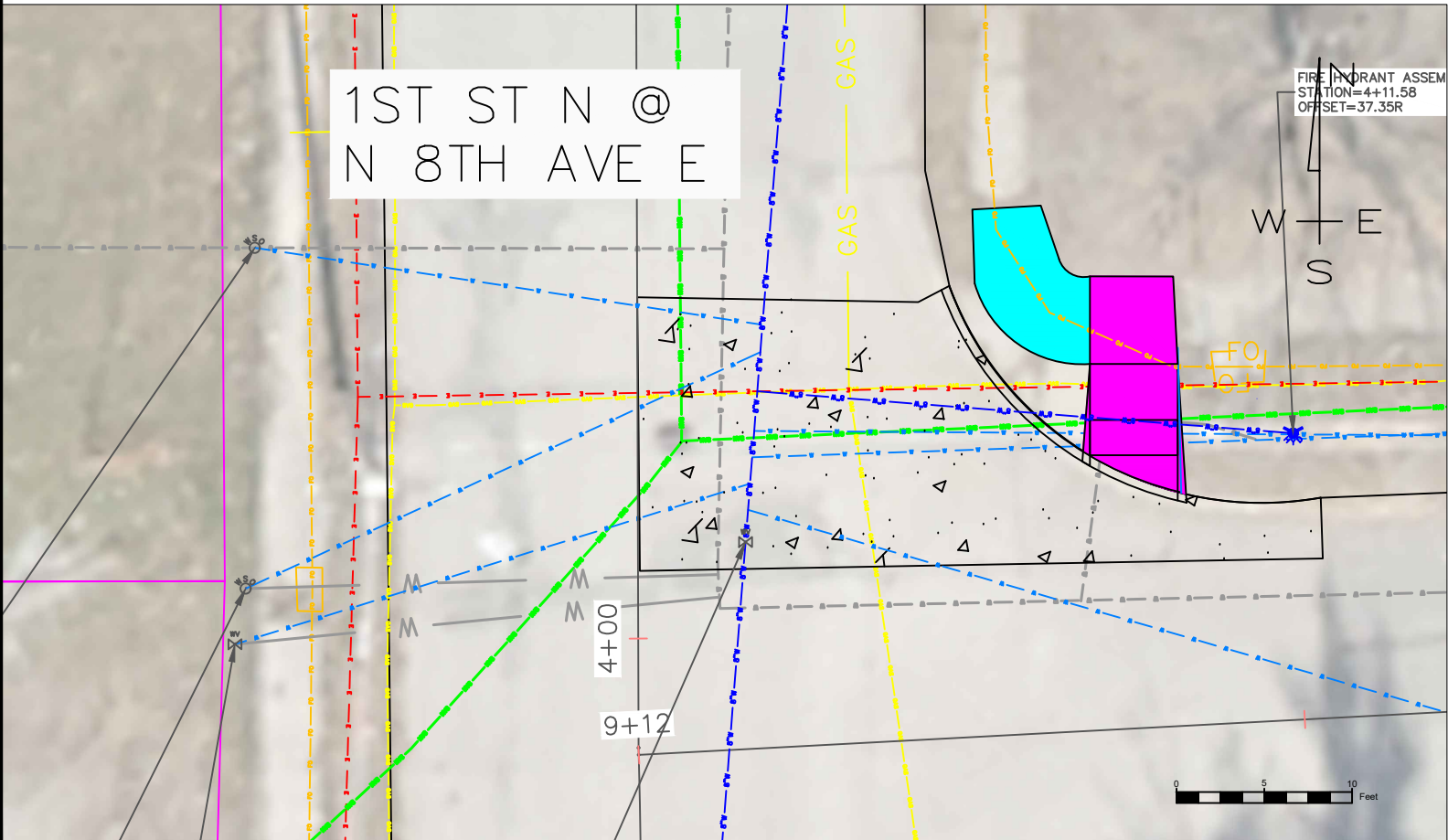
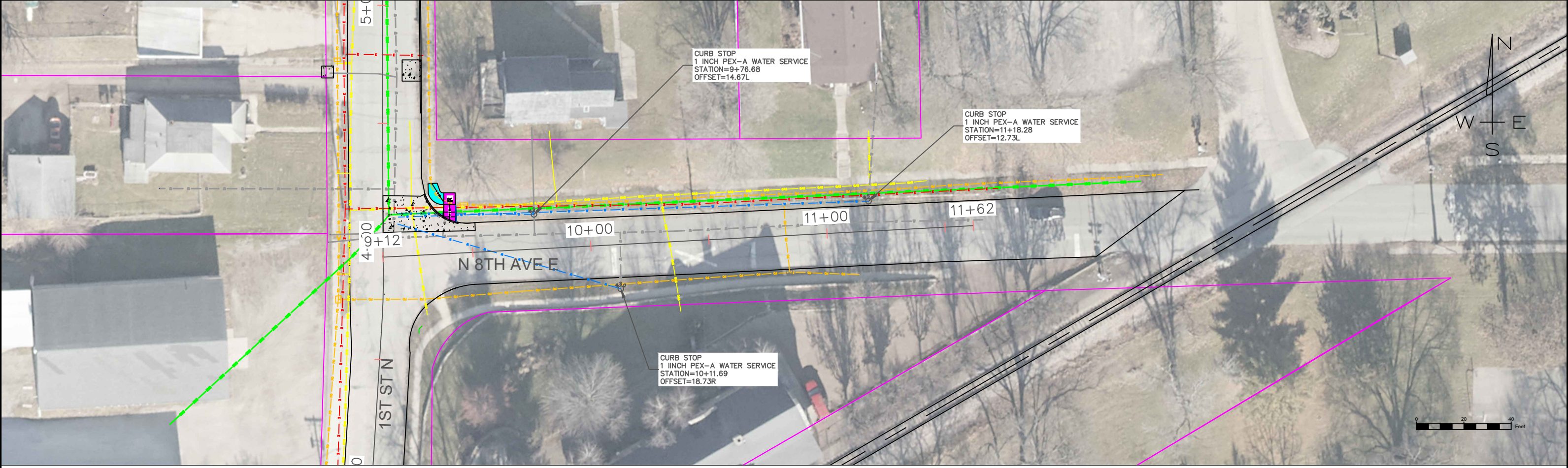
PLAN SHEET



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

1ST ST N 8" WATER MAIN PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
M.01



DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED: _____
 DATE: _____

REVISIONS: _____

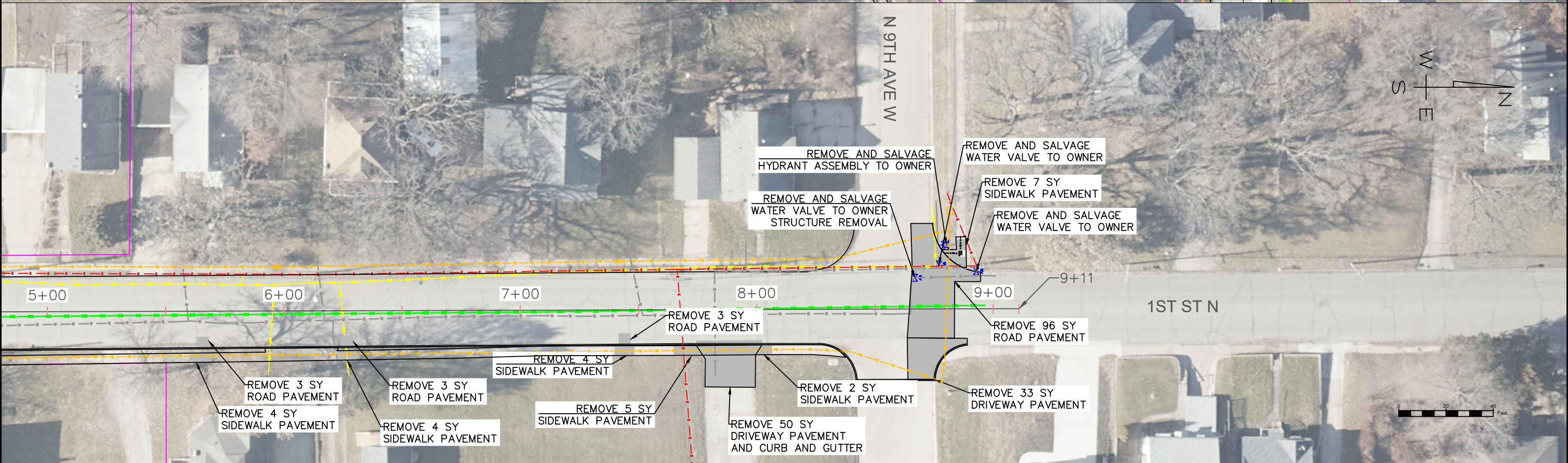
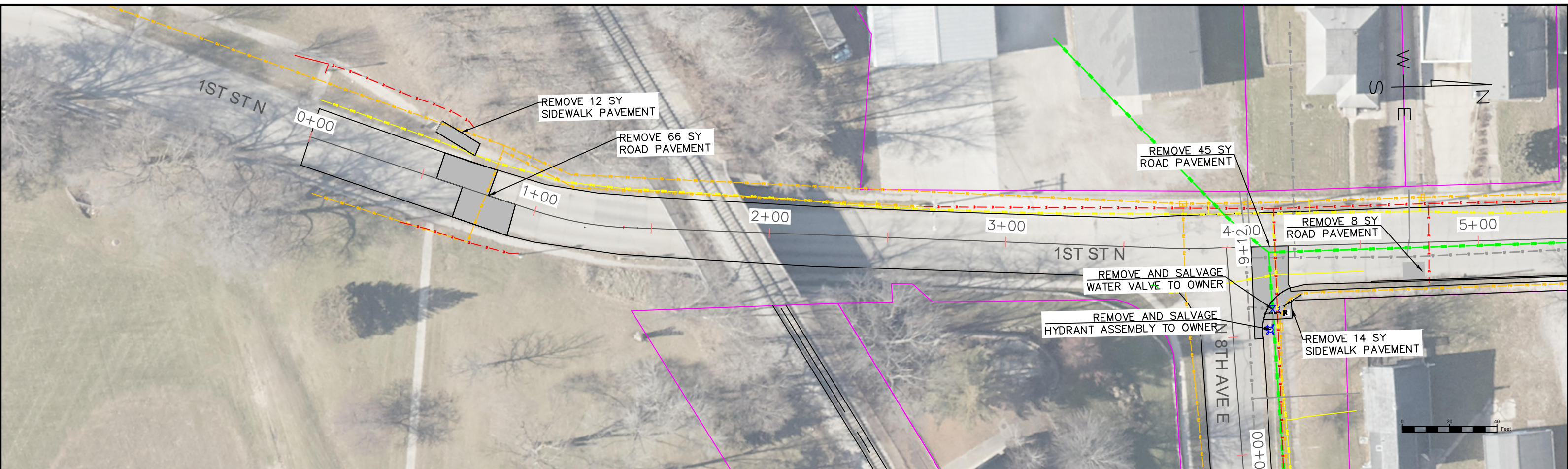
PLAN SHEET



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

1ST ST N 8" WATER MAIN PROJECT
 CITY OF NEWTON, IOWA

SHEET NO.
 M.02



DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED: _____
 DATE: _____

REVISIONS: _____

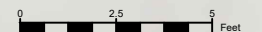
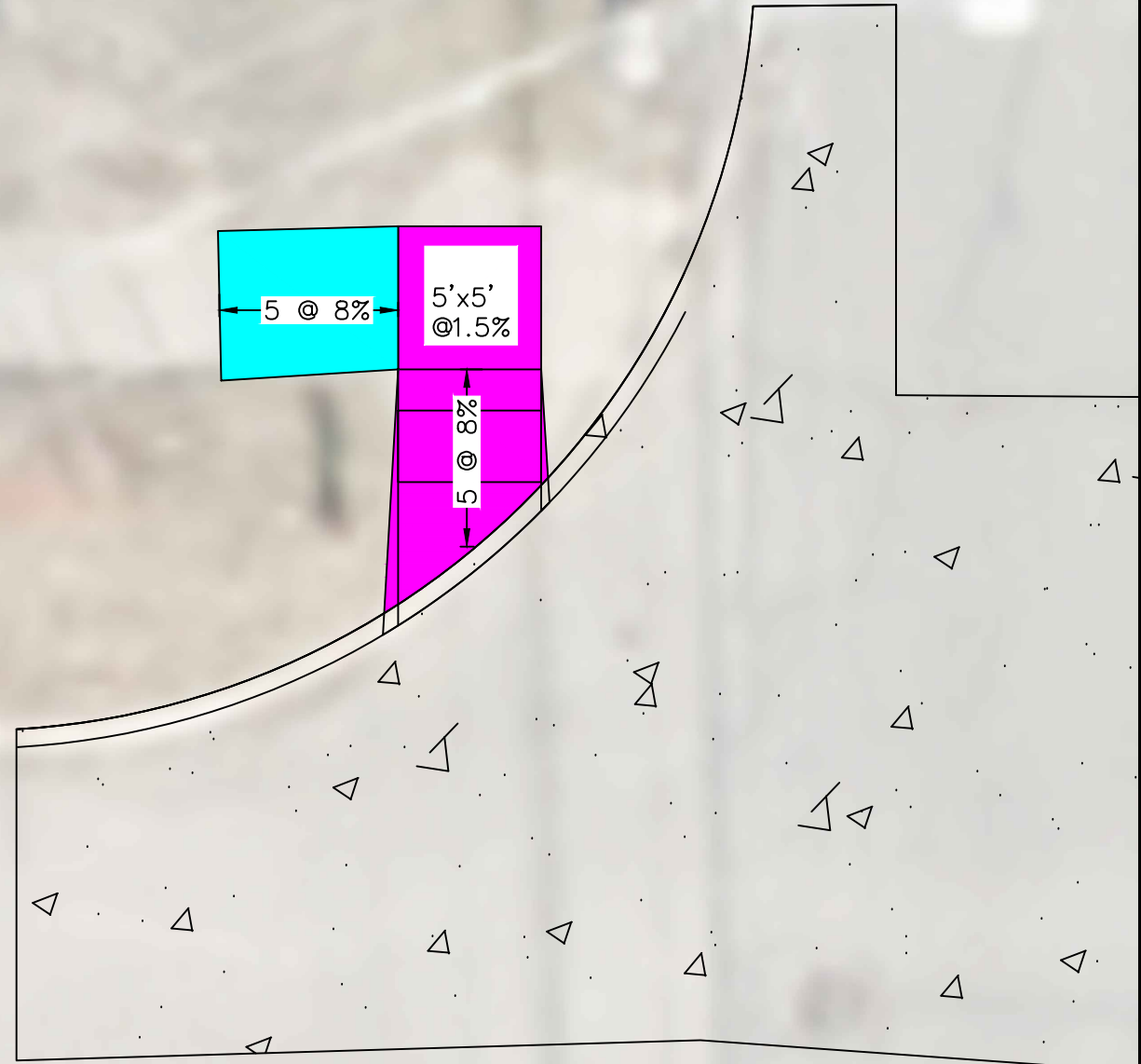
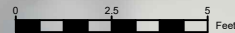
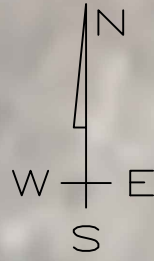
REMOVAL SHEETS



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

1ST ST N 8" WATER MAIN PROJECT
 CITY OF NEWTON, IOWA

SHEET NO.
 R.01



DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED: _____
 DATE: _____

REVISIONS:

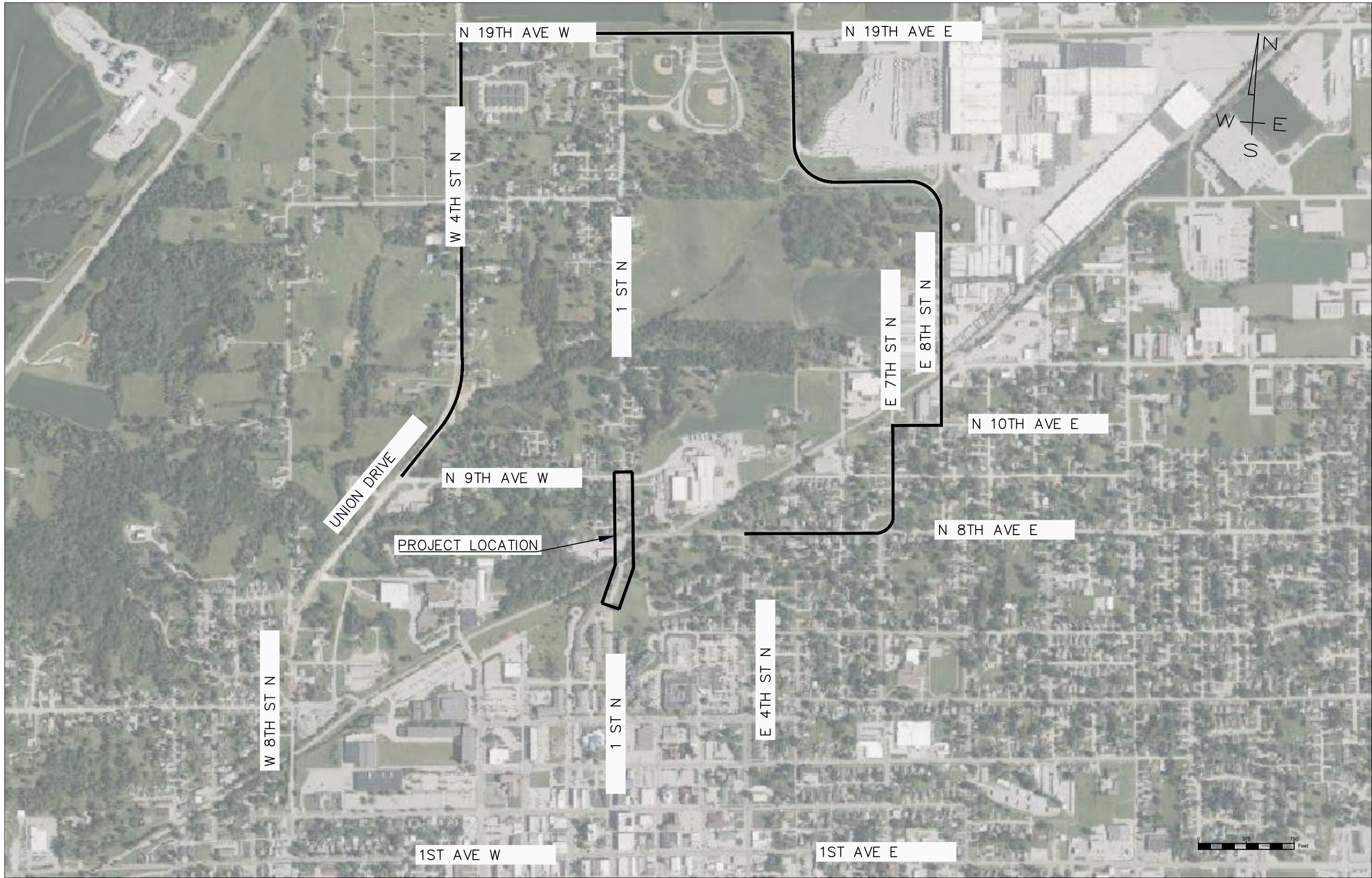
SIDEWALK RAMP SHEETS



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

1ST ST N 8" WATER MAIN PROJECT
 CITY OF NEWTON, IOWA

SHEET NO.
 S.01



DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED: _____
 DATE: _____

REVISIONS:

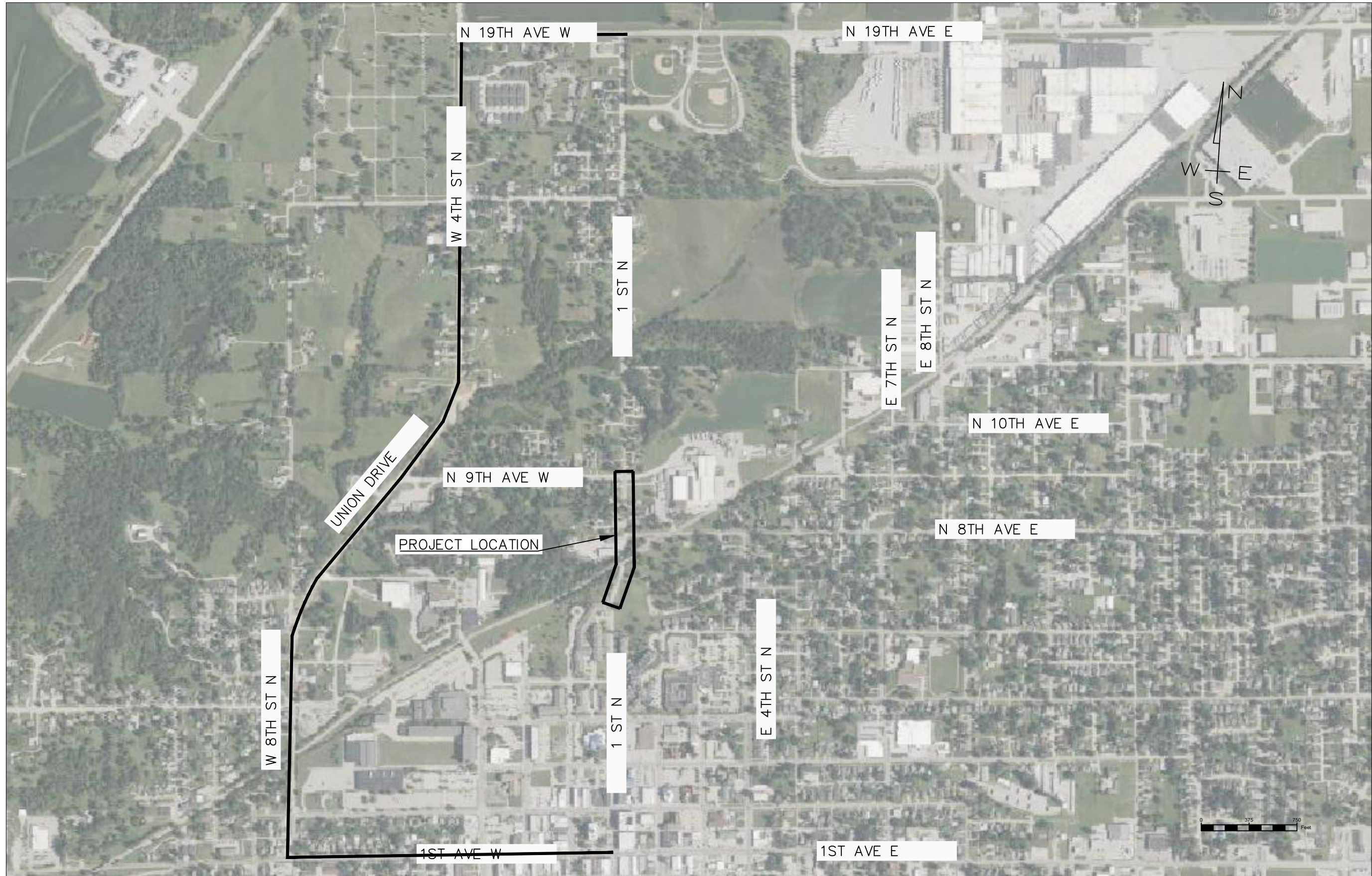
N 9th Ave W and N 8th Ave E Detour



CITY OF NEWTON PUBLIC WORKS
 303 W 4th St N, Suite 501
 Newton, Iowa 50208
 (641) 792-6622 FAX (641) 792-0670

1st St N 8" Water Main Project
 City of Newton, Iowa

SHEET NO.
 T.01



DRAWN BY: BLS
 DATE: FEBRUARY 13, 2026
 SURVEY DATE: July 01, 2025

APPROVED: _____
 DATE: _____

REVISIONS:

1ST STREET N DETOUR



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

1ST ST N 8" WATER MAIN PROJECT
 CITY OF NEWTON, IOWA

SHEET NO.
 T.02



1ST ST N, 8” WATERMAIN PROJECT

City of Newton, Iowa


**PROJECT MANUAL
&
CONTRACT DOCUMENTS**

1ST ST N, 8" WATERMAIN PROJECT

Table of Contents

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4. Special Conditions	7
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6. Bid Bond	15
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8. Form of Contract.....	19
9. Performance, Payment and Maintenance Bond	26

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

	HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	<p><i>Justin Nickel</i></p> <p>JUSTIN E. NICKEL, P.E.</p> <p>REG. NO. <u>18950</u> DATE: <u>2/18/2026</u></p> <p>MY LICENSE RENEWAL DATE IS Dec. 31, 2027</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL:</p> <p><u>Entire Document</u></p> <p>_____</p> <p>_____</p>

NOTICE TO BIDDERS
CITY OF NEWTON, IOWA PUBLIC IMPROVEMENT PROJECT

Sealed bids for the work comprising the improvement as stated below must be filed before 11:00 am on March 26, 2026, in the office of the Utilities Director, 303 W 4th St N, Suite 501, Newton, IA.

Sealed proposals will be opened and bids tabulated at 11:00 am on March 26, 2026, in the Public Works Office, 303 W 4th St N, Suite 501, Newton, IA, for consideration by the Newton City Council at its meeting on April 6th, 2026; at the Newton City Council Chambers. The City of Newton reserves the right to reject any and all bids.

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

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

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

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

Contractor shall fully complete the project on or before July 1, 2026. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$100.00 per calendar day will be assessed for work not completed within the designated contract term.

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

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

General Nature of Public Improvement:

1ST ST N, 8" WATERMAIN PROJECT

This project includes installing approximately 907 feet of new 8-inch water main to improve the existing water system. About 785 feet will be installed using trenchless methods to limit surface disturbance, and about 122 feet will be installed using open trench construction.

Work will also include installing 17 new water service lines to connect nearby properties to the new main. Two new fire hydrant assemblies will be installed along the water main.

The project includes tying the new main into the existing system, installing valves and fittings, pressure testing and disinfecting the new water main, and restoring all disturbed areas such as pavement, sidewalks, driveways, and grass. Traffic control and erosion control measures will be provided as needed to complete the work safely and properly.

The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before on or before July 1, 2026.

This Notice is given by authority of the City of Newton

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

INSTRUCTIONS TO BIDDERS

Project Name: 1ST ST N, 8" WATERMAIN PROJECT

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

I. BID SECURITY

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

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

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

(CONT. – INSTRUCTION TO BIDDERS) Project Name: 1ST ST N, 8" WATERMAIN PROJECT

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

1. PROPOSAL – Complete each of the following parts:

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

The following proposal attachments must be completed and attached:

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

- Part G – Identity of Bidder

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

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

SPECIAL CONDITIONS
1ST ST N, 8" WATERMAIN PROJECT

Index

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

1. INTENT:

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

2. ORDER OF CONSTRUCTION:

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

3. PROJECT COMPLETION:

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

4. NOTIFICATION OF UTILITIES:

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

5. PERMITS AND FEES:

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

6. SALES TAX:

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

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

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

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

7. CONSTRUCTION WATER:

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

8. BIDDER STATUS FORM:

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

9. CONSTRUCTION SURVEY:

9.1 Track monitoring will be required for boring under the Railroad Bridge. Two weeks minimum notice is required for scheduling of track monitoring.

9.2 Construction Staking requires forty eight hour notice.

PROPOSAL

PROPOSAL: PART A – SCOPE

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

PROJECT DESCRIPTION:

1ST ST N, 8” WATERMAIN PROJECT

This project includes installing approximately 907 feet of new 8-inch water main to improve the existing water system. About 785 feet will be installed using trenchless methods to limit surface disturbance, and about 122 feet will be installed using open trench construction.

Work will also include installing 17 new water service lines to connect nearby properties to the new main. Two new fire hydrant assemblies will be installed along the water main.

The project includes tying the new main into the existing system, installing valves and fittings, pressure testing and disinfecting the new water main, and restoring all disturbed areas such as pavement, sidewalks, driveways, and grass. Traffic control and erosion control measures will be provided as needed to complete the work safely and properly.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

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

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

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

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction

(CONT. – PROPOSAL)

Project Name: 1ST ST N, 8" WATERMAIN PROJECT

shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

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

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

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	5010-108-A-1	8" WATERMAIN TRENCHED" C900 COLOR BLUE:	LF	122		
2	5010-108-A-2	8" WATERMAIN TRENCHLESS" C900, RESTRAIDED JOINT COLOR BLUE:	LF	785		
3	5010-108-C-2	FITTINGS BY WEIGHT:	LB	525		
4	5010-108-E-1	1" WATER SERVICE STUBS BY LENGTH, TRENCHED PEX, TYPE A	LF	19		
5	5010-108-E-1	1" WATER SERVICE STUBS BY LENGTH, TRENCH LESS, PEX, TYPE A	LF	759		
6	5010-108-E-1	2" WATER SERVICE STUBS BY LENGTH, TRENCH LESS PEX, TYPE A	LF	30		
7	5010-108-E-1	6" WATER SERVICE STUBS BY LENGTH, TRENCHED C900, COLOR BLUE	LF	6		
8	5010-108-E-2	WATER SERVICE CORP 1"	EA	16		
9	5010-108-E-3	WATER SERVICE CORP 2"	EA	1		
10	5010-108-E-3	1" WATER SERVICE CURB STOP AND BOX	EA	16		
11	5010-108-F-1	WATER MAIN ABANDONMENT CAP, VARIOUS SIZES, REFER TO TABULATION	EA	3		
12	5020-108-A-1	GATE VALVE 2"	EA	1		
13	5020-108-A-1	GATE VALVE 6"	EA	1		
14	5020-108-A-1	GATE VALVE 8"	EA	4		
15	5020-108-C-1	FIRE HYDRANT ASSEMBLY	EA	2		
16	5020-108-J-1	FIRE HYDRANT ASSEMBLY REMOVAL	EA	2		
17	5020-108-K/L-2	VALVE AND BOX REMOVAL	EA	4		
18	6010-108-E-1	Removal of Structure-	EA	1		
19	7030-108-A-0	Removal of Sidewalk:	SY	53		
20	7030-108-E-0	PCC Sidewalk 4":	SY	39		

21	7030-108-E-0	PCC Sidewalk 6"	SY	12		
22	7030-108-E-1	DRIVEWAY REMOVAL AND REPLACEMENT PCC 6"	SY	83		
23	7030-108-G-0	Detectable Warnings:	SF	50		
24	7040-108-A-1	FULL DEPTH PATCHING PCC 7", :	SY	242		
25	8030-108-A	TEMPORARY TRAFFIC CONTROL:	LS	1		
26	9010-A-1	SEEDING, FERTILIZING AND MULCHING:	ACER	0.05		
27	11020-1.08-A	MOBILIZATION:	LS	1		
						Total

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 1 - Bidder Status Form shall be included as an attachment to this Proposal.

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, payment, and maintenance bond; and
2. Provide proof of insurance in accordance with Section 1070 of the 2025 edition of the SUDAS Standard Specifications.
3. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
4. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project on or before July 1, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of one thousand dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

(CONT. – PROPOSAL)
PROJECT

Project Name: 1ST ST N, 8" WATERMAIN

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

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

PROPOSAL: PART G – IDENTITY OF BIDDER

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

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

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

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

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

Email

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

Name

Title

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

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Newton, Iowa, as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ Dollars and _____ Cents (\$ _____), or _____ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

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

1ST ST N, 8" WATERMAIN PROJECT

This project includes installing approximately 907 feet of new 8-inch water main to improve the existing water system. About 785 feet will be installed using trenchless methods to limit surface disturbance, and about 122 feet will be installed using open trench construction.

Work will also include installing 17 new water service lines to connect nearby properties to the new main. Two new fire hydrant assemblies will be installed along the water main.

The project includes tying the new main into the existing system, installing valves and fittings, pressure testing and disinfecting the new water main, and restoring all disturbed areas such as pavement, sidewalks, driveways, and grass. Traffic control and erosion control measures will be provided as needed to complete the work safely and properly.

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

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

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

(CONT. BID BOND)
PROJECT

Project Name: 1ST ST N, 8" WATERMAIN

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

SURETY:

PRINCIPAL:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By _____
Bidder

Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

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

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, ZIP: _____

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

City, State, ZIP: _____

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

City, State, ZIP: _____

You may attach additional sheets if needed.

To be completed by non-resident bidders

Part C

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

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

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

You may attach additional sheets if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____

Date: _____

**You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.**

Worksheet: Authorization to Transact Business

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

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

CONTRACT DATE _____

CONTRACT

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

WITNESSETH:

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

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

1ST ST N, 8" WATERMAIN PROJECT

The 2026 City Wide HMA Overlay Project consists of pavement preservation and accessibility improvements at multiple locations throughout the City of Newton, Iowa. The work generally includes milling and hot mix asphalt (HMA) overlay of existing asphalt streets, full-depth pavement patching at designated areas, and associated surface restoration as shown in the contract plans. In addition, the work includes construction and replacement of ADA-compliant sidewalk curb ramps, detectable warning panels, and associated sidewalk, curb and gutter, and pavement removal and replacement at selected intersections and crossings. All pedestrian facilities shall be constructed to meet current ADA requirements and applicable standards

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project on or before July 1, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One thousand dollars (\$ 100.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)
PROJECT

Project Name: 1ST ST N, 8" WATERMAIN

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Attorney for Jurisdiction

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

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

(CONT. CONTRACT)
PROJECT

Project Name: 1ST ST N, 8" WATERMAIN

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	5010-108-A-1	8" WATERMAIN TRENCHED" C900 COLOR BLUE:	LF	122		
2	5010-108-A-2	8" WATERMAIN TRENCHLESS" C900, RESTRAIDED JOINT COLOR BLUE:	LF	785		
3	5010-108-C-2	FITTINGS BY WEIGHT:	LB	525		
4	5010-108-E-1	1" WATER SERVICE STUBS BY LENGTH, TRENCHED PEX, TYPE A	LF	19		
5	5010-108-E-1	1" WATER SERVICE STUBS BY LENGTH, TRENCH LESS, PEX, TYPE A	LF	759		
6	5010-108-E-1	2" WATER SERVICE STUBS BY LENGTH, TRENCH LESS PEX, TYPE A	LF	30		
7	5010-108-E-1	6" WATER SERVICE STUBS BY LENGTH, TRENCHED C900, COLOR BLUE	LF	6		
8	5010-108-E-2	WATER SERVICE CORP 1"	EA	16		
9	5010-108-E-3	WATER SERVICE CORP 2"	EA	1		
10	5010-108-E-3	1" WATER SERVICE CURB STOP AND BOX	EA	16		
11	5010-108-F-1	WATER MAIN ABANDONMENT CAP, VARIOUS SIZES, REFER TO TABULATION	EA	3		
12	5020-108-A-1	GATE VALVE 2"	EA	1		
13	5020-108-A-1	GATE VALVE 6"	EA	1		
14	5020-108-A-1	GATE VALVE 8"	EA	4		
15	5020-108-C-1	FIRE HYDRANT ASSEMBLY	EA	2		
16	5020-108-J-1	FIRE HYDRANT ASSEMBLY REMOVAL	EA	2		
17	5020-108-K/L-2	VALVE AND BOX REMOVAL	EA	4		
18	6010-108-E-1	Removal of Structure-	EA	1		
19	7030-108-A-0	Removal of Sidewalk:	SY	53		
20	7030-108-E-0	PCC Sidewalk 4":	SY	39		
21	7030-108-E-0	PCC Sidewalk 6"	SY	12		
22	7030-108-E-1	DRIVEWAY REMOVAL AND REPLACEMENT PCC 6"	SY	83		
23	7030-108-G-0	Detectable Warnings:	SF	50		
24	7040-108-A-1	FULL DEPTH PATCHING PCC 7", :	SY	242		

25	8030-108-A	TEMPORARY TRAFFIC CONTROL:	LS	1		
26	9010-A-1	SEEDING, FERTILIZING AND MULCHING:	ACER	0.05		
27	11020-1.08-A	MOBILIZATION:	LS	1		
						Total

SAMPLE

SAMPLE

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SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

1ST ST N, 8" WATERMAIN PROJECT

The Project consists of pavement preservation and accessibility improvements at multiple
locations throughout the City of Newton, Iowa. The work generally includes milling and hot mix
asphalt (HMA) overlay of existing asphalt streets, full-depth pavement patching at designated
areas, and associated surface restoration as shown in the contract plans. In addition, the work
includes construction and replacement of ADA-compliant sidewalk curb ramps, detectable
warning panels, and associated sidewalk, curb and gutter, and pavement removal and
replacement at selected intersections and crossings. All pedestrian facilities shall be constructed
to meet current ADA requirements and applicable standards. Provided, however, that two years
after the date of acceptance as complete of the work under the above referenced Contract, the
maintenance portion of this Bond shall continue in, which is the cost associated with those items
shown on the proposal and in the Contract that require a maintenance bond period in excess of two
years.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide
by each and every covenant, condition, and part of said Contract and Contract Documents,
by reference made a part hereof, for the above referenced improvements, and shall
indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the
Jurisdiction by reason of the Contractor's default of failure to perform as required. The
Contractor shall also be responsible for the default or failure to perform as required under the
Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees
furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims
submitted by persons, firms, subcontractors, and corporations furnishing materials for or
performing labor in the performance of the Contract on account of which this Bond is given,

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

including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the

Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred

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

by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be

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

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

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

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

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

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

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

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

PRINCIPAL:

Contractor

By: _____

Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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

City of Newton Disbursements 3-3-2026

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 826.46
Airgas USA LLC	Fire	Supplies	\$ 688.24
Alliant Energy/IPL	all	Utilities	\$ 16,143.51
Amazon Capital Services	All	Supplies	\$ 6,102.21
American Legal Publishing Corporation	Administration	Service	\$ 234.00
Ascendance Trucks Midwest LLC	City Garage	Supplies	\$ 195.75
Baker Group	City Center	Services	\$ 1,794.00
Blackstone Publishing	Library	Supplies	\$ 107.45
Blue Valley Public Safety Inc	Disaster Services	Supplies	\$ 5,389.94
Bolton & Menk Inc	All	Service	\$ 32,590.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,819.19
Browning Lawn Services LLC	Police	Service	\$ 170.00
Caliber Concrete LLC	Golf Reso 25-413	Service	\$ 180,852.72
Capital City Equipment	Golf	Supplies	\$ 893.76
Carl's Window Service	Library	Service	\$ 90.00
Center Point Large Print	Library	Supplies	\$ 145.38
Chem-Sult Inc	Water Treatment Plant	Supplies	\$ 1,375.00
CMC Rescue Inc	Fire	Service	\$ 1,475.00
Cotiviti	Fire	Refund	\$ 147.65
Demco Inc	Library	Supplies	\$ 538.82
Des Moines Stamp Mfg	Police	Supplies	\$ 30.50
DH Pace Company	Fire	Service	\$ 206.50
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 85,701.00
Dunlop Sports	Golf	Merchandise	\$ 121.50
Eckert, Bernard	Police	Reimbursement	\$ 214.39
Fastenal	City Garage	Supplies	\$ 514.93
FBG Service Corporation	Library	Service	\$ 1,644.00
Fink, Keith	Engineering	Reimb	\$ 52.39
Forbes Office Solutions	Planning & Zoning	Supplies	\$ 226.01
Friends of the Newton Public Library	Library	Supplies	\$ 56.33
Galls LLC	Police	Supplies	\$ 30.74
General Traffic Controls Inc	Traffic Control	Supplies	\$ 770.00
Global Industrial	Administration	Supplies	\$ 563.23
Grainger Inc	Fire	Supplies	\$ 557.53
Gregg Young Auto Center	Police	Service	\$ 76.57
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 2,143.83
Hometown Press	Landfill	Service	\$ 51.05
Hutchinson Salt Company	Snow Removal	Supplies	\$ 1,794.00
IMFOA Certification Review Committee	Administration	Service	\$ 150.00
Iowa One Call	Engineering	Service	\$ 71.70
Iowa Police Chiefs Association	Police	Service	\$ 1,125.00
Iowa Prison Industries	Police	Supplies	\$ 2,247.99
Jdawg Fabrication LLC	Library	Service	\$ 6,308.40
Johnson Aviation	Airport	Service	\$ 3,743.66
MacQueen Equipment LLC	Fire	Supplies	\$ 1,220.00
Magnum Automotive	Police	Service	\$ 2,002.02
Mahaska Bottling Co	Golf	Concessions	\$ 619.09

Manatts - D.M.	Water Distribution	Supplies	\$ 897.25
McCall Monument	Cemetery	Supplies	\$ 500.00
Menards-Altoona	Water Distribution	Supplies	\$ 23.98
Catholic Health Initiatives Iowa Corp	Fire	Supplies	\$ 1,874.21
MercyOne Newton	Executive	Service	\$ 1,200.00
Midland Prairie Veterinary Services	Animal Control	Service	\$ 255.00
Midwest Alarm	Library	Service	\$ 405.48
Clarke, Desmond	Water Deposit	Refund	\$ 203.78
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 9,643.04
Municipal Supply Inc	Water Distribution	Supplies	\$ 278.36
PowerPlan	Water Distribution	Supplies	\$ 208.57
NAPA Auto Parts	All	Supplies	\$ 882.26
Newegg Business Inc	All	Service	\$ 2,999.90
Newton Publications	all	Publication	\$ 904.40
Nichols Equipment LLC	Water Distribution	Supplies	\$ 1,935.20
Niemann Foods	All	Supplies	\$ 363.29
Phelps Uniform Specialists	All	Supplies	\$ 321.53
Pitney Bowes	Finance	Services	\$ 779.79
Playaway Products	Library	Supplies	\$ 314.95
Preferred Pest Control Inc	Library	Service	\$ 946.86
Pro Line Building	Fire Reso 25-380	Service	\$ 67,900.00
Quill Corporation	Public Works Administration	Supplies	\$ 42.27
RACOM Corporation	Fire	Service	\$ 595.00
Ray, Randy	Police	Service	\$ 167.61
Reader's Digest	Library	Supplies	\$ 20.00
Reeves Heating & Cooling	Library	Maintenance	\$ 575.00
Regal Clean LLC	City Center	Service	\$ 3,296.17
Reliant Fire Apparatus Inc	Fire	Service	\$ 142.86
Ryan's Tire & Auto	City Garage/Golf	Supplies	\$ 779.95
Sangoma US	Water Distribution	Services	\$ 1,052.90
Spahn & Rose Lumber Co	Water Pollution Control	Supplies	\$ 83.88
Star Equipment	Water Distribution	Supplies	\$ 90.81
Strand Associates Inc	Water Treatment Plant Reso 24-298	Services	\$ 4,918.25
Streichers	Police	Supplies	\$ 1,555.00
Sullivan Auto Body	Tort Liability	Service	\$ 12,171.70
Tatman, Anthony	Fire	Service	\$ 1,650.00
Terry, Nicole	Library	Supplies	\$ 100.54
Theisen's	Water Treatment Plant	Supplies	\$ 722.33
Town & Country Wholesale Co	Golf	Concessions	\$ 610.43
TreviPay	Fire	Supplies	\$ 508.61
Trojan Technologies Corp	Water Pollution Control	Supplies	\$ 2,934.41
Two Rivers Cooperative	Water Treatment Plant	Supplies	\$ 1,964.78
Van Wall Equipment	City Garage	Supplies	\$ 216.21
Watson Label Products	Library	Supplies	\$ 471.44
Wendler Inc	Water Pollution Control Reso 25-258	Service	\$ 47,146.44
Wex Bank	Utility Billing/Water	Fuel	\$ 1,272.88
Windstream Communications LLC	Utility Billing	Service	\$ 297.50
Wing, Chris	Police	Reimbursement	\$ 39.96
Witmer Public Safety Group	Fire	Supplies	\$ 304.28
Xerox Corporation	Utility Billing	Services	\$ 46.26
Zoll	Fire	Supplies	\$ 383.23
Grand Totals:			\$ 540,820.49

Pre-Authorized Payments

At & T Mobility	Police	Utility	\$ 310.39
Beverage Distributors of Iowa	Golf	Concessions	\$ 503.65
Black Hills Energy	All	Utility	\$ 8,560.25
Caldwell Brierly & Chalupa Trust	D&D 1st Ave E TIF Reso 26-033	Demolition	\$ 59,582.87
Doll Distributing LLC	Golf	Concessions	\$ 1,162.70
H2 Services LLC	Water Treatment Reso 25-462	Capital Project	\$ 50,000.00
Jensen Builders Limited	Street Reso 26-013	Capital Project	\$ 2,411.00
Maxim Trucking & Materials	Landfill Reso 25-296	Capital Project	\$ 10,261.27
Smith Quality Rental	Parks Reso 26-065	Equipment	\$ 12,000.00
T Mobile	Police	Utility	\$ 606.57
Verizon Wireless	Disaster Services	Utility	\$ 35.01
Warnick Mechanical	LMI Cardinal Ridge Reso 25-415	LMI	\$ 4,496.25
Windstream	All	Utility	\$ 632.50
Total:			\$ 150,562.46

City of Newton Council Report

**Item:**

Public Hearing on the First Consideration on an Ordinance amending City of Newton Code of Ordinances Title IX: General Regulations, Chapter 94: Public Nuisances and Title XV, Land Usage, Chapter 158: Zoning pertaining to Urban Chickens & Ducks

Summary:

This ordinance will amend the City of Newton Code of Ordinances to allow Urban Chickens and Ducks in residential areas.

Financial Impact:

None.

Report Number: 2025-1319**Date:**

March 2, 2026

Lead Department:

Community Development

Recommendation:**Background:**

The attached ordinance proposes amendments to the Public Nuisances and the Zoning sections of the City Code. As written, the proposal would allow for urban chickens or ducks on residential properties in Newton, with certain restrictions.

Key aspects of this code include:

- Improving the nuisance code language as it relates to offensive smells
- Requiring a permit to have chickens or ducks
- Occurring on owner-occupied property (rentals not eligible)
- Proof of taking urban chickens class (ISU Extension provides for \$25: <https://shop.iastate.edu/extension/farm-environment/animals-and-livestock/poultry/lf22.html>)
- Limitations on number of chickens per lot depending on lot size, distances from lot-lines and distances from homes on neighboring properties
- No roosters/male ducks
- Minimum run size per bird, to maintain safe healthy living conditions
- Chickens/ducks must be contained on property
- When a property no longer has chickens or ducks, there is a decommission procedure for the runs/coops
- Language, as suggested by Councilperson Simbro, regarding Avian Influenza has been added to the ordinance as well.

The Review Process

At the June 2nd, 2025 meeting, the City Council directed the Planning and Zoning Commission to study and review the potential of urban chickens in Newton. On July 22nd, 2025 the planning and zoning commission held a public meeting. At this meeting, city staff presented the potential benefits and drawbacks that urban chickens might present if allowed in Newton. City staff also presented other cities urban chicken ordinances. At this meeting, the planning and zoning commission directed city staff to move forward with writing a potential ordinance for urban chickens. The commission also directed city staff to gather more information from Urbandale and Ankeny, the two model ordinances that staff presented. Below are the answers that city staff received from both Ankeny and Urbandale. The P&Z Commission's questions on those communities were as follows:

Q. What has been the general feedback since allowing urban chickens?

A. There really hasn't been much for either city. Both cities believed there would be a lot of negativity but in reality, there has been minimal feedback. Ankeny said they have actually had positive feedback since allowing urban chickens. Both cities believed there would be more applications for a permit.

Q. How many initial permits has the city approved since allowing urban chickens?

A. Ankeny has issued 18 total initial permits. Ankeny had some people drop out from the first year to the second year. Ankeny noted that they think there are low numbers because of the size requirement and permit fee. Urbandale has issued 19 total initial permits. 11 of those permits are still open, 8 have been closed. Both cities noted that they thought there would be a lot more permits.

Q. How many revocations of a permit has the city had to make for violations?

A. Neither city has had any revocations of a permit. Ankeny has had two complaints, and one warning has been issued for an individual letting their chickens loose in the yard.

At the September 9th, 2025 Planning and Zoning Commission meeting, city staff presented a draft of the urban chicken ordinance. At this meeting, staff was looking to gather the thoughts and ideas of the commissioners in regard to the draft ordinance. At this meeting, staff was able to gather more information in regard to what the commissioners would like to see changed or added. The commissioners also asked staff to provide an informational sheet that would describe what the regulations are to be able to have urban chickens.

Then at the October 7th, 2025 Planning and Zoning Commission Meeting, the commission had more discussion about the ordinance. Staff continued to gather information on what changes needed to occur. At this meeting, the commission did not bring up any additional changes. Lastly, at the October 21st, 2025 Planning and Zoning Commission Meeting, the commission met to discuss the ordinance. At this meeting, staff also presented some other changes that should be made to the ordinance.

Recommendation:

At their October 21, 2025, Planning and Zoning Commission meeting, the commission's "motion to approve" the ordinance failed after a 3-1 vote. Although the initial motion was a positive vote of the quorum, it is not a vote that represents approval from the Commission. In order to recommend approval, a majority of the entire commission must vote "aye." This means four votes in favor of the ordinance would have been required to recommend approval. Understanding this, the Commission, at that same meeting, then made a motion to forward this to city council with a vote of 4-0, as they believed the matter had been fully discussed and considered at their level.

The ordinance appeared on the November 3, 2025 City Council agenda. Following a public hearing, the ordinance was not approved. There were two votes in favor of the first reading of the ordinance and four votes opposed.



Matt Muckler, City Administrator

Examples:

Below are three examples of where urban chickens could be located in backyards, while also ensuring the setbacks and regulations are followed.

Backyard #1: Total Lot Size – 9,600 Sq. – 4 chickens permitted

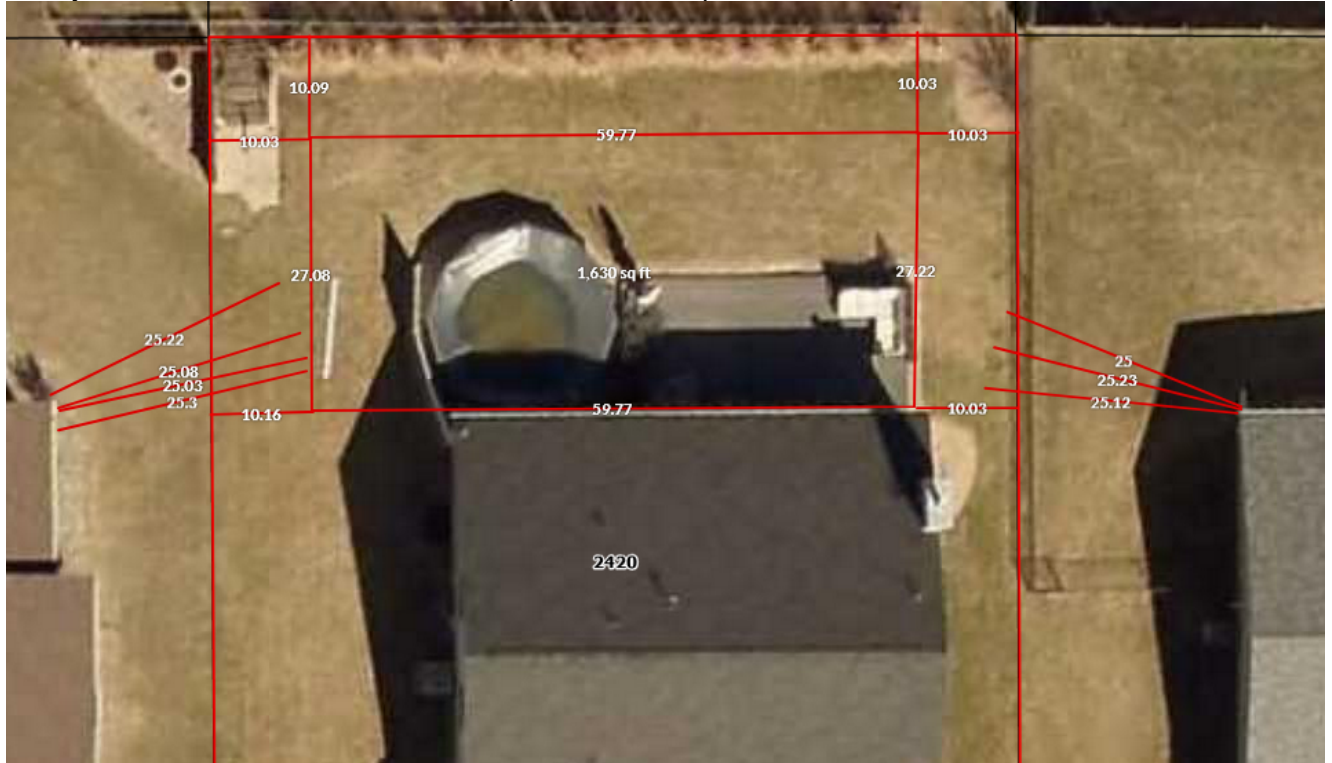


Figure 1: This picture shows the area in which the chicken enclosures could be located. This picture shows the required 10 feet distance from each of the property lines, along with the 25 feet setback from any neighboring residential dwelling.

Backyard #2: Total Lot Size – 18,229 Sq. Ft. – 9 chickens permitted



Figure 2: This picture shows the area in which the chicken enclosures could be located. This picture shows the required 10 feet distance from each of the property lines, along with the 25 feet setback from any neighboring residential dwelling. As can be seen at the top of this photograph, the 25 feet setback from the neighboring residential dwelling comes in farther than the property line setback. This permittee would need to ensure that they are not in the area that is closer than 25 feet to the neighboring dwelling.

Backyard #3: Total Lot Size – 5,500 Sq. Ft. – 2 chickens permitted

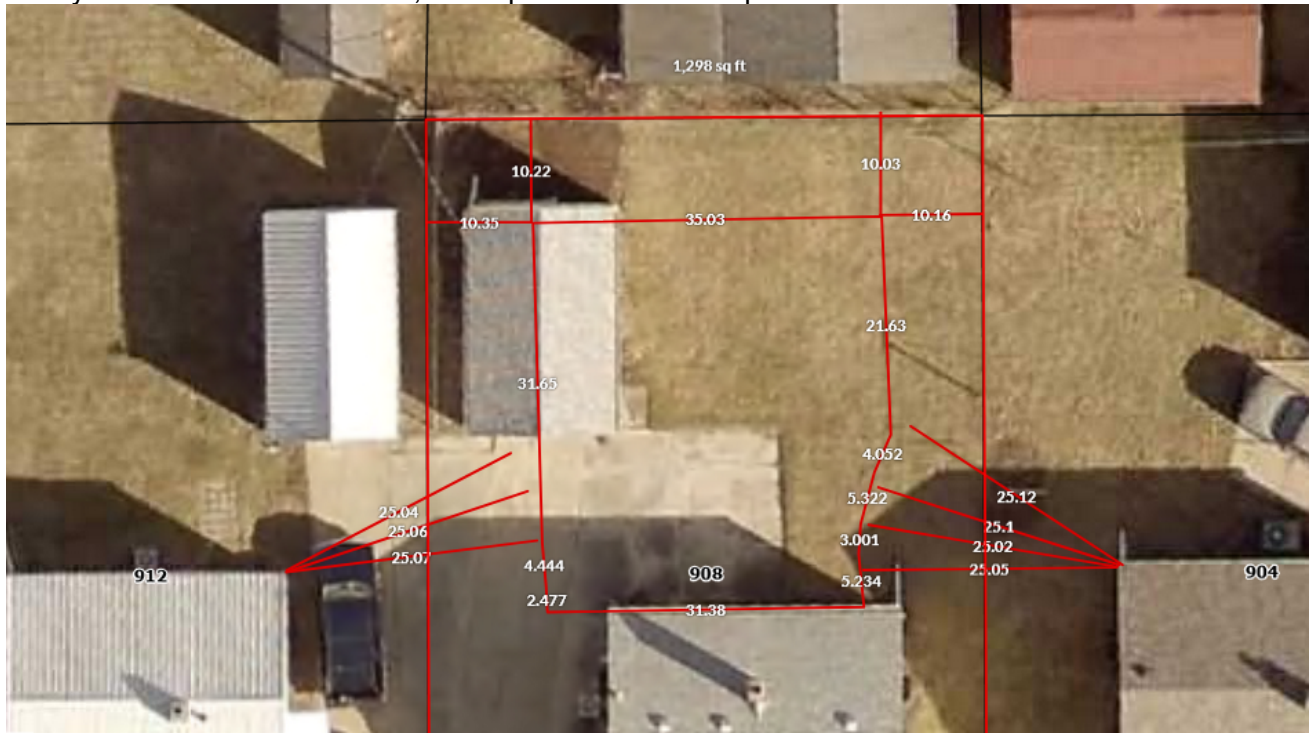
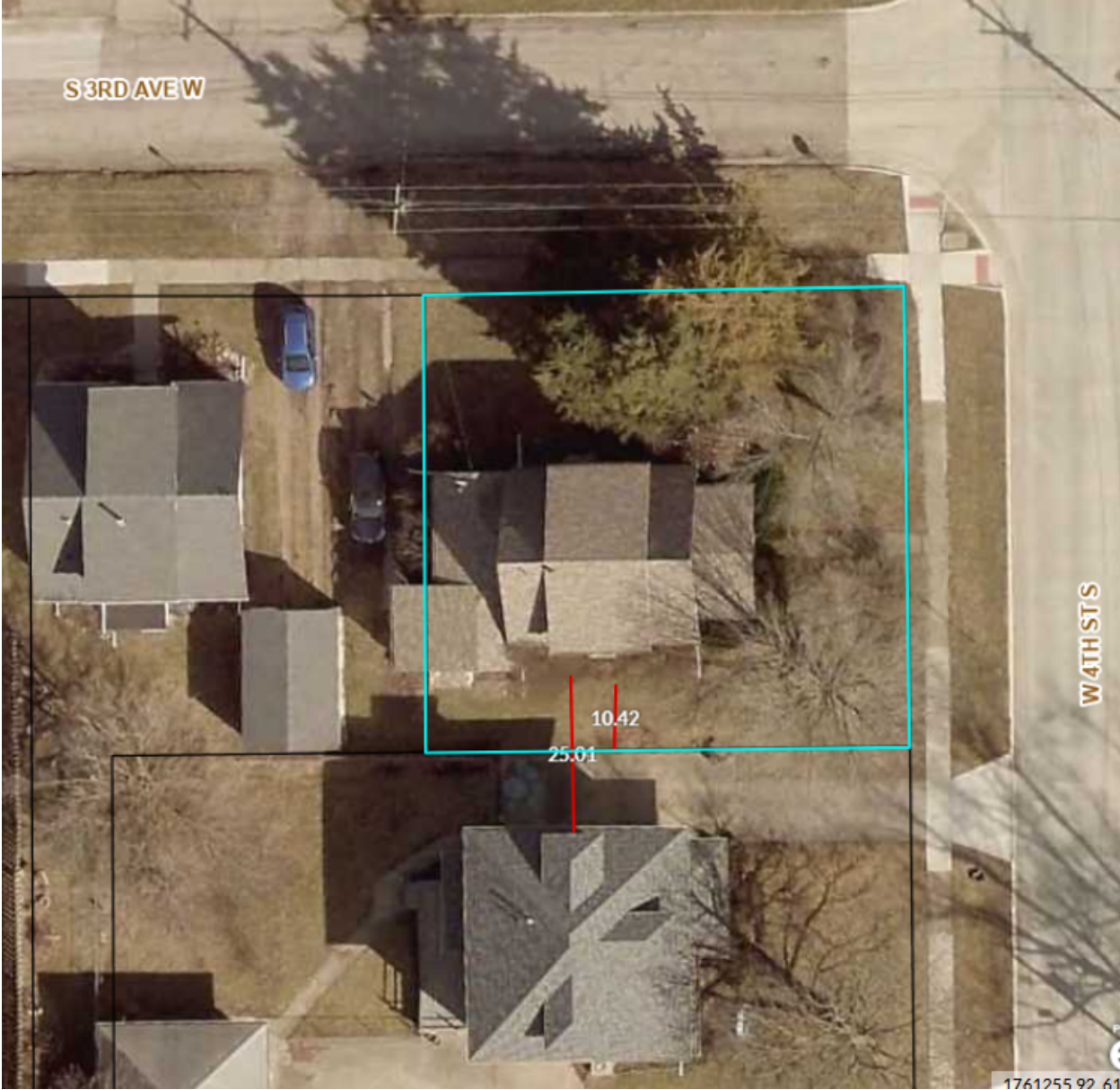


Figure 3: The photograph above shows the area in which the chicken enclosures could be located. This picture shows the required 10 feet distance from each of the property lines, along with the 25 feet setback from any neighboring residential dwelling. As can be seen at the top of this photograph, the 25 feet setback from the neighboring residential dwelling comes in even farther than the property line setback. The permittee would also need to ensure that they are not in the area that is closer than 25 feet to the neighboring dwelling.

Backyard #4,5,6,7 – 3 lots are less than 4,000 sq. ft. – 1 lot is big enough to have two chickens. The setbacks though do not allow there to be an enclosure on the property.



Backyard #8 – Lot Size 6,660 sq. ft. – 3 chickens would typically be allowed. This property though does not allow for enough room for a chicken coop/henhouse or a chicken run after following the required setbacks of 25ft from a neighboring dwelling and 10 ft from the property line.



ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA, TITLE IX: GENERAL REGULATIONS, CHAPTER
94: PUBLIC NUISANCES AND TITLE XV: LAND USAGE, CHAPTER 158:
ZONING PERTAINING TO URBAN CHICKENS AND DUCKS**

94: PUBLIC NUISANCES

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

Section 1. The Code of Ordinances, City of Newton, Iowa, Title IX: General Regulations, Chapter 94: PUBLIC NUISANCES, is hereby amended by adding or ~~deleting~~ the following:

§ 94.02 PUBLIC NUISANCES AFFECTING PEACE, SAFETY AND GENERAL WELFARE.

(C) *Nuisances enumerated.* The following divisions include, but do not limit, the conditions which are deemed to be nuisances affecting public peace, safety and general welfare due to them being injurious to health, indecent or offensive to the senses or an obstacle to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property in the city:

~~—(15) *Offensive smells.* The erecting, continuing or using of any building or other place for the exercise of any trade, employment or manufacture, which, by occasioning noxious exhalations, offensive smells or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public;~~

(15) *Offensive smells.* Allowing offensive smells, noxious exhalations, or odors and other such annoyances to carry beyond property boundaries that become injurious and dangerous to the health, comfort or property of individuals or the public. Such smells may be natural or man-made.

Section 2. The Code of Ordinances, City of Newton, Iowa, Title XV: LAND USAGE, Chapter 158: ZONING, is hereby amended by adding or ~~deleting~~ the following:

§158.115 Urban Chickens and Ducks

(A) Permit required.

- (1) No person shall raise, harbor or keep chickens and/or ducks within the City of Newton without a valid permit renewed annually and obtained from the Community Development Department under the provisions of this Chapter.
- (2) Application. In order to obtain a permit, an applicant must submit a completed application on forms provided by the Community Development Department and pay all fees required as approved from time to time by resolution of the city council.
- (3) Requirements. The requirement for an applicant to receive a permit shall include:
 - (a) All requirements of the chapter being met;
 - (b) All fees, as may be approved from time to time by City Council resolution, for the permit are paid in full;
 - (c) All judgements in the city's favor and against the applicant have been paid in full;
 - (d) The property to be permitted shall contain only one single-family dwelling unit that is owned and occupied by the permittee.
 - (e) The applicant has successfully completed an approved class in raising chickens in an urban setting. This is for all applicants, including those who are just raising ducks. A certificate or other documentation of completion shall be provided.
- (4) Issuance of permit. If the Community Development Department concludes as a result of the information contained in the application that the requirements for a permit have been met, then the permit shall be issued. The permit shall expire one year from issuance.
- (5) Denial, suspension, revocation, non-renewal. The Community Service Officer or Community Development Department may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:
 - (a) False statements on any application or other information required by this chapter to be given by the applicant.
 - (b) Failure to pay any application, penalty, re-inspection or re-instatement fee required by this chapter
 - (c) Failure to correct deficiencies noted in notices of violation in the time specified by the notice.
 - (d) Failure to comply with the provisions of an approved mitigation/remediation plan
 - (e) Failure to comply with any provision of this chapter.
- (6) Notification. A decision to deny, suspend, revoke, or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application.
- (7) Effect of denial, or revocation. When an application for a permit is denied, or when a permit is revoked, the applicant may not reapply for a new permit for a period of one year from the date of the denial or revocation.

(8) Appeals. No permit may be denied, suspended, revoked, or not renewed without notice and an opportunity to be heard is given to the applicant or holder of the permit. In any instance where the permit has been denied, suspended, revoked, or not renewed, the applicant or holder of the permit may appeal the decision within ten business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the hearing, the appeal, or any decision by the Community Service Officer or Community Development Department which is not appealed in accordance to this chapter shall be deemed final action.

(B) Number and type of chickens and ducks allowed.

- (1) When a tract of land has a total lot size that is less than 4,000 square feet, chickens and ducks are prohibited.
- (2) When a tract of land has a total lot size of 4,000 square feet or more, a permittee may keep up to two (2) female chickens (hens) and/or female ducks. For each additional 2,000 square feet of lot size beyond the initial 4,000 square feet, one (1) additional female chicken and/or duck may be kept up to a maximum combined total of ten (10) female chickens and/or ducks allowed on the permittee's property.

a. Urban Chickens and Ducks Lot Size and Quantity Regulations Table

<u>Lot Size</u>	<u>Combined Total Allowed</u>
<u>0 – 3,999 sq. ft.</u>	<u>0 Allowed</u>
<u>4,000 – 5,999 sq. ft.</u>	<u>2 Allowed</u>
<u>6,000 – 7,999 sq. ft.</u>	<u>3 Allowed</u>
<u>8,000 – 9,999 sq. ft.</u>	<u>4 Allowed</u>
<u>10,000 – 11,999 sq. ft.</u>	<u>5 Allowed</u>
<u>12,000 – 13,999 sq. ft.</u>	<u>6 Allowed</u>
<u>14,000 – 15,999 sq. ft.</u>	<u>7 Allowed</u>
<u>16,000 – 17,999 sq. ft.</u>	<u>8 Allowed</u>
<u>18,000 – 19,999 sq. ft.</u>	<u>9 Allowed</u>
<u>20,000+ sq. ft.</u>	<u>10 Allowed</u>

- (3) Female chickens; meaning members of the subspecies Gallus domesticus, a common domesticated fowl are allowed on a permittee's property.
- (4) Female ducks; hens, any of various swimming birds (family Anatidae, the duck family) in which the neck and legs are short, the feet typically webbed, the bill often broad and flat, and the sexes usually different from each other in plumage.

(C) Tracts of land allowed. Permits will be granted only for tracts of land that contain one single-family dwelling unit unless in A-1 Agricultural Zone.

(D) Non-commercial use only. A permit shall not allow the permittee to engage in chicken or duck breeding, sale of chickens or ducks, or fertilizer production for commercial purposes.

(E) Enclosures.

- (1) Enclosures include henhouses, coops, chicken or duck runs, and chicken or duck tractors.
- (2) Chickens and/or ducks must be kept in an enclosure at all times. Chickens and/or ducks shall be secured within a henhouse or coop during non-daylight hours.
- (3) Enclosures must be kept in a clean, dry, odor-free, neat, and sanitary conditions at all times.
- (4) Enclosures must provide adequate ventilation, adequate sun, and shade and must be impenetrable to rodents, wild birds, and predators, including dogs and cats.
- (5) Henhouses and coops
 - (a) Henhouses or coops shall be designed to provide safe and healthy living conditions for chickens and/or ducks with a minimum of 4 square feet per bird while minimizing adverse impacts to other residents in the neighborhood.
 - (b) Henhouses or coops shall be enclosed on all sides and shall have a roof and doors. Access doors shall be able to be shut and locked at night. Opening windows and vents shall be covered with predator and bird proof wire of 1 inch or smaller openings.
 - (c) The materials used in making an enclosure shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Henhouses shall be well maintained.
 - (d) Enclosures shall only be located in the rear yard as defined by Newton Municipal Code.
 - (e) Enclosures must be located at least 10 feet from the rear and side property lines and at least 25 feet from any neighboring residential dwelling.

(F) Odor and noise impacts

- (1) Odors from chickens or ducks, chicken or duck manure, or other chicken and duck related substances shall not be perceptible beyond the boundaries of the permitted tract of land.
- (2) Noise from chickens and ducks shall not be loud enough beyond the boundaries of the permitted parcel at the property boundaries to disturb persons of reasonable sensitivity.

(G) Predators, rodents, insects, and parasites. The permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens or ducks found to be infested with insects and parasites that may result in unhealthy conditions to human habitation must be removed at the direction of the Community Service Officer.

(H) Feed and water. Chickens and ducks shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.

(I) Waste storage and removal. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. All other manure not used for composting or fertilizing shall be removed. The enclosures, and

surrounding areas must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

- (J) Avian Influenza (AI). Any person who owns, possesses, or harbors poultry within the city limits shall report any signs of serious disease, sudden high death rates (multiple birds dying within a short period with no obvious cause), or severe illness within their flock to State of Iowa agricultural authorities, immediately.
- a. Avian Influenza, defined. A viral disease of birds caused by type A influenza viruses, including Highly Pathogenic Avian Influenza (HPAI), which is a reportable disease to state and federal authorities.
- (K) Decommissioning Procedure. The owner shall begin decommissioning within thirty (30) days after abandonment or intent to abandon the use of Urban Chickens. An intent to abandon must be filed with the Community Development Department prior to decommissioning. A site inspection with the Zoning Administrator or Community Service Officer shall be required following decommissioning to ensure that the chickens, enclosures, and equipment have been properly removed and ensure the revegetation of the ground cover.
- (L) Chickens and/or ducks at large. The Permittee shall not allow the Permittee's chickens and/or ducks to roam off the permitted tract of land. No dog, cat, or other domesticated animal which kills a chicken and/or duck off the permitted tract of land will, for that reason alone, be considered a dangerous or vicious animal or the city's responsibility to enforce its animal control provisions.
- (M) Unlawful acts.
- (1) It shall be unlawful for any person to keep chickens or ducks in violation of any provision of this chapter or any other provision of this code of ordinances.
- (2) It shall be unlawful for any owner of property to allow chickens or ducks to be kept on the property in violation of the provisions of this chapter.
- (3) No person shall keep chickens or ducks inside a single-family dwelling unit or any other structure than an approved henhouse.
- (4) No person shall slaughter any chickens or ducks within the city outside of legally operating poultry production facilities.
- (5) No person shall keep a rooster, drake, swan, goose, or any other poultry or fowl.
- (6) No person shall keep chickens or ducks on vacant or uninhabited property
- (7) No person shall keep chickens or ducks infected with Avian Influenza.
- (N) Nuisances. Any violation of the terms of this chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions in Chapter 94 of this Code of Ordinances.

Section 3. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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 5. Effective. This ordinance shall be effective on _____ 2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

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

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report



Item:

First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Code Reference" by adding stop signs on North Second Avenue at the intersection of West Fourth Street for east and westbound traffic.

Summary:

Install stops signs to improve safety at the intersections with the removal of the existing signal.

Financial Impact:

N/A

Report Number: 2026-164

Date:

March 2, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

At the February 3, 2026 regular City Council meeting, Council passed a resolution removing for the traffic signals at N 2nd Ave & W 4th St as part of the streetscape project in 2026. The resolution recommended the addition of a 2-way stop for east and westbound traffic on N 2nd Ave at W 4th St.

The Traffic Safety Committee reviewed the recommendation and referenced section 4B.02 of the MUTCD Manual, which outlines the proper procedure for the removal of traffic control signals. The procedure includes adequate notification to the public and the installation of new stop signs 90 days prior to the removal of the existing signal. The existing traffic signal heads would be covered once the new stops signs are installed.

The Traffic Safety Committee recommends the addition of stop signs for both east and westbound traffic on N 2nd Ave at the intersection of W 4th St. The committee further recommends waiving the 2nd and 3rd readings of the ordinance to allow the stop signs to be installed, and the existing signal heads be covered for 90 days prior to removal.

Recommendation:

City Staff recommends approval of the ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE" BY ADDING A STOP SIGN ON NORTH SECOND AVENUE WEST AT THE INTERSECTION OF WEST FOURTH STREET NORTH FOR EAST AND WESTBOUND TRAFFIC.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15 "Traffic and Parking Schedules Adopted by Reference"

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

AVENUES, NORTHWEST QUADRANT is hereby amended by adding or deleting the following:

NORTH SECOND AVENUE WEST. Vehicles traveling on North Second Avenue West shall stop at the following street intersections.

First Street North.

West Second Street North

West Third Street North.

West Fourth Street North.

West Eighth Street North.

West Ninth Street North. [Ord. 2289 Eff. 4/24/2017]

West Fifteenth Street Place North [Ord. 2289 Eff. 4/24/2017]

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.

City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 100-200 Block of East Twenty-First Street South.

Summary:

Amendment to the parking ordinance in the 100-200 blk E 21st St S to reflect no parking on the east side.

Financial Impact:

N/A

Report Number: 2026-165**Date:**

March 2, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

With the expansion of the tennis courts at Aurora Park and the elimination of parking on the west side of the pickle ball courts, the Traffic Safety Committee was asked to review the current parking ordinance in the 100-200 blk of E 21st St S. The TSC reviewed the situation, and due to safety concerns related to tennis court users having to walk across the street, recommends restricting parking on the east side and allowing parking on the west side of E 21st St in the 100–200 blocks. The current parking ordinance allows parking on the east side and prohibits parking on the west side. A 100-foot parking set back from the south curb line at 1st Ave and E 21st St S would allow a prohibition of parking in that short span for a greater sight line for traffic turning off of 1st Ave onto E 21st St and would prevent traffic back-ups onto 1st Ave.

The TSC recommends amending the ordinance to allow parking on the west side of the 100-200 block E 21st St S. The TSC recommends restricting parking from the south curb line of 1st Ave to a point 100 feet south on the west side of E 21st St S and the east side of E 21st St S in the 100-200 blocks.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2025, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 100-200 BLOCK OF EAST TWENTY-FIRST STREET SOUTH.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

STREETS, SOUTHEAST QUADRANT

East Twenty-First Street South.

"No Parking Anytime".

~~West side from First Avenue East South Third Avenue East~~ south to East Twentieth Street South.

~~East side from First Avenue East South to South Third Avenue East.~~

West side from the south curb of First Avenue East to a point 100' south.

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 amending the fee schedule for various Planning & Zoning Applications and Peddler Permit

Summary:

Updating P&Z fees and Peddler Permit fee

Financial Impact:

Cost recovery

Report Number: 2026-121**Date:**

March 2, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

Planning and Zoning: For variance, conditional use permits, preliminary plats, final plats, minor plats, and rezoning, the City provides a yard sign that must be posted on the subject property ahead of board/commission action, providing notice to neighbors per the adopted City code. It is proposed that the cost of the yard sign be incorporated into the application fees for these actions. Each application fee is increased by \$25.00.

Peddler Permit: The proposed update to peddler permit fees is based on a survey of comparable cities and brings our rates in line with what other communities are charging. The recommended fees of \$150 per day or \$500 for a 90-day permit, along with a \$1,000 surety bond requirement, reflect both market consistency and the administrative effort involved. Processing these permits requires significant staff time, especially when companies send multiple salespeople into town. Each individual must be reviewed separately, including background check verification, driver's license review, and confirmation of business information submitted with the application. The proposed fees better account for this workload while maintaining a fair and reasonable structure for applicants.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION AMENDING THE FEE SCHEDULE FOR VARIOUS
PLANNING & ZONING APPLICATIONS AND PEDDLER PERMIT**

WHEREAS, the City has established fees to recover some of the costs for service, and it is necessary to amend fees from time to time;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the fee schedule be adjusted as follows:

Planning and Zoning	
Variance	\$250.00 \$275.00
Zoning Map Amendment	\$250.00 \$275.00
Preliminary Plat	\$125.00 \$150.00
Final Plat	\$100.00 \$125.00
Minor Plat	\$25.00 + \$30 per lot
Conditional Use Permit Under 1 Acre Site	\$100 \$125.00
Conditional Use Permit Over 1 Acre Site	\$200.00 \$225.00

Administration Fees	
Peddler Permit	\$100 \$150.00 per week or \$300 \$500.00 per year; \$1,000 surety bond required

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

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving Bond Purchase Agreement for the Sale of General Obligation Corporate Purpose Bonds, Series 2026A

Summary:

Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2026A

Financial Impact:

Approves the Bond Purchase Agreement and Locks in Interest Rates for the General Obligation Corporate Purpose Bonds, Series 2026A

Report Number: 2026-177**Date:**

March 2, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

During the FY27 CIP process, staff had presented the need for bonding for the FY27 budget year for various projects and continued funding of current initiatives.

The City Council held a public hearing on December 1, 2025 in regards to issuing the 2026A General Obligation Corporate Purpose Bonds and combined loan agreements. Approving the Bond Purchase Agreement and locking in interest rates is the next step in the bonding process.

Below is a list of authorized uses:

Debt Service Fund:

Ladder 1 Replacement	\$ 2,070,000
Inclusive Playground Features	\$ 300,000
Police Vehicles & Equipment	\$ 287,000
Parks Equipment	\$ 202,000
Union Cemetery Street Repair	\$ 180,000
Neighborhood Sidewalk N 15 Ave W	\$ 150,000
D&D Program	\$ 150,000
Police/Fire Training & Storage Facility	\$ 100,000
Housing Incentives	\$ 100,000
Fire Equipment	\$ 47,000
Terminal Remodel	\$ 36,000
Emergency Response Planning & Upgrades	\$ 20,000
Tree & Stump Removal - Parks	\$ 15,000
Fire Station Remodeling	\$ 15,000
Hike & Bike Trail repairs	\$ 15,000
Park Shelter & Restroom Upgrades	\$ 10,000
Total Debt Service:	\$ 3,697,000

North Central TIF

Downtown Park Restroom	\$ 125,000
Downtown Housing & Improvement Grants	\$ 50,000
TOTAL:	\$ 175,000

1st Avenue East TIF

Stormwater Project 1st Ave/E 12 St N	\$ 1,200,000
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Fairmeadows N TIF:

Arbor Estates – Phase 3	\$500,000
Cardinal Pond Improvements	\$ 50,000
<hr/>	
TOTAL:	\$550,000

Recommendation:

Staff recommends approving the bond purchase agreement for the 2026A General Obligation Corporate Purpose Bonds.



Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2026A

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, proposed to enter into an Essential Purpose Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$6,600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (a) constructing street, storm water drainage, sanitary sewer system, water system, and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) acquiring vehicles and equipment for the municipal police department; (d) acquiring vehicles and equipment for the municipal fire department; (e) improving and equipping existing municipal parks, including recreation trails therein; (f) acquiring vehicles and equipment for the municipal public works/street department; (g) undertaking hanger improvements at the municipal airport; (h) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; and (i) providing funding for the Newton Housing Initiative Program, a copy of which is on file for public inspection in the Office of the City Clerk, which is a program that provides for the acquisition, restoration or demolition of housing, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on December 1, 2025; and

WHEREAS, the City also proposed to enter into a general purpose loan agreement (the “General Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) undertaking improvements to municipal fire stations; (b) constructing training facilities for the municipal police and fire departments; (c) acquiring and installing server upgrades and security cameras for public facilities, including City Hall and municipal parks; (d) developing amenities for new municipal parks and recreation facilities; and (e) planning and undertaking emergency response improvements at the municipal library, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of December 1, 2025, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a general obligation urban renewal loan agreement (the “Urban Renewal Loan Agreement,” and together with the Essential Purpose Loan Agreement and the General Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$75,000 pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Downtown Micro-Grant and Downtown Housing Grant Programs, authorized urban renewal projects in the North Central Urban Renewal Area most recently updated by action of the City Council on July 21, 2025, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of December 1, 2025, no petition had been filed

with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as Bond and Disclosure Counsel to the City to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2026A (the “Bonds”) in evidence of the obligations of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co. (the “Underwriter”); and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to the City Council. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on March 16, 2026.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 2, 2026.

Mayor

Attest:

City Clerk

••••

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a bond purchase agreement for certain Bonds, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

Bond Purchase Agreement

\$[*]
City of Newton, Iowa
General Obligation Corporate Purpose Bonds, Series 2026A

[March 2, 2026]

City of Newton, Iowa
P.O. Box 399
101 W 4th Street South
Newton, Iowa 50208

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby agrees with you, the City of Newton, Iowa (the “Issuer”), as follows:

1. **Issuance and Sale of the Bonds.** Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement (the “Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of \$[*] in aggregate principal amount of the Issuer’s General Obligation Corporate Purpose Bonds, Series 2026A (the “Bonds”). The purchase price for the Bonds shall be \$[*] (representing the par amount of the Bonds, [plus] \$[*] of [net] original issue [premium], less an underwriter’s discount of \$[*]).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Bonds will be used for the purposes set forth in the Official Statement.

The Bonds will be issued and secured under the bond issuance resolution to be adopted by the Issuer on [March 16, 2026] (the “Resolution”), and as described in the Official Statement. Pursuant to the Resolution, the Issuer has appointed BOKF, N.A., Lincoln, Nebraska, as the Registrar and Paying Agent for the Bonds.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated February 25, 2026 (the “Preliminary Official Statement”), and the Official Statement, dated [March 2, 2026], to be delivered pursuant to Section 8 hereof (collectively, the “Official Statement”).

2. **Offering.** The Underwriter represents that (a) it has been duly authorized to execute this Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in the Official Statement.

3. **Delivery and Payment for the Bonds.** At or before 12:00 P.M., Central time, on [April 1, 2026], or such other date or time as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel (“Bond Counsel”). Such delivery is referred to herein as the “Closing.” The Bonds will be delivered as definitive fully registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Establishment of Issue Price.*

(a). The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Bonds.

(b). Except as set forth in Schedule A to Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c). The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the “initial offering price”), or at the corresponding yield, set forth in Schedule A to Exhibit A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i). the close of the fifth (5th) business day after the sale date; or
- (ii). the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(a). The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Bonds to the public.

(b). The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i). “public” means any person other than an underwriter or a related party,
- (ii). “underwriter” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii). a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation

of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv). “sale date” means the date of execution of this Agreement by all parties.

5. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

(a). The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa (the “State”) with the powers and authority, among others, set forth in Chapters 384 and 76 of the Code of Iowa, 2025, as amended (the “Act”), and with the power and authority to enter into this Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds.

(b). (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Undertaking and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Purchase Agreement, the Continuing Disclosure Undertaking and the Bonds and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Official Statement; (iii) the execution and delivery of this Purchase Agreement, the Continuing Disclosure Undertaking, the Bonds and the Resolution have been duly authorized, and this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

(c). Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2025, in the results of operations or financial condition of the Issuer and the financial information contained in Appendix E to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

(d). Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(e). No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the “United States”) as the Underwriter may designate.

(f). The issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

(g). Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution shall constitute

valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally.

(h). As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part.

(i). The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

(j). The Official Statement accurately describes in all material respects the Continuing Disclosure Undertaking for the Bonds by the Issuer (the "Continuing Disclosure Undertaking").

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding their role and interests in connection with the purchase of the Bonds from the Issuer and their sale of the Bonds to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the "MSRB"); and (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or an agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

(k). Preliminary and Final Official Statement:

(i). As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12). The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement relating to DTC, the book entry system, or the Underwriter. By a resolution adopted February 16, 2026, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Bonds for sale to prospective purchasers of the Bonds.

(ii). As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

6. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a). *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof,

or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

- (i). imposing federal income taxes upon the interest payable on the Bonds or obligations of the general character of the Bonds;
- (ii). requiring the registration of the Bonds under the Securities Act of 1933, as amended;
- (iii). changing the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or
- (iv). materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

(b). *Adverse Events*. The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

- (i). additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;
- (ii). a general banking moratorium shall have been established by federal, New York or Iowa authorities;
- (iii). a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;
- (iv). the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds;
- (v). general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds; or
- (vi). any national or international crisis (including financial crisis, including, without limitation, a downgrade of the sovereign debt rating of the United States by any major credit rating agency) shall have occurred, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or state bankruptcy laws by or against, the Issuer shall have occurred, which in the reasonable opinion of the Underwriter materially adversely affects the marketability of the Bonds.

(c). *Material Changes*. Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect.

7. *Closing Conditions*. The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a). *Basic Documents*. The Resolution, the Continuing Disclosure Undertaking and this Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b). *Closing Certificates*. The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true

and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date, have been performed by the Issuer; (ii) since June 30, 2025, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Preliminary Official Statement and the Official Statement; (iii) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, (v) other than as set forth in the Preliminary Official Statement and the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance), stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Bonds, the Continuing Disclosure Undertaking or the Resolution; and (vi) such certifications with respect to the expenditure of the proceeds of the Bonds as may be requested by Bond Counsel in connection with the delivery of its opinion with respect to the tax-exemption of the interest on the Bonds.

(c). *Opinion of Bond Counsel.* Dorsey & Whitney LLP, as Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

(d). *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "THE BONDS" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS", "Appendix B – Form of Bond Counsel Opinion" and "Appendix C – Form of Continuing Disclosure Certificate" has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

(e). *Opinion of Disclosure Counsel.* An opinion of Dorsey & Whitney LLP as Disclosure Counsel, addressed to the Underwriter and the Issuer that (A) the Bonds are exempt from registration and qualification under applicable existing Federal laws, (B) as of the Closing Date, no information had come to their attention which caused Disclosure Counsel to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices [A, D, E, F or G], any information about the municipal bond insurance policy or the insurer, or any information about the book-entry system or DTC, as to which no opinion or belief is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (C) that, on the basis of the Continuing Disclosure Undertaking, the Underwriter is in compliance with paragraph (b)(5) of Rule 15c2-12.

(f). *Reserved.*

(g). *Rating*. Proof of receipt of (i) an underlying rating on the Bonds of at least “A+” from S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC (“S&P”); and (ii) an insured rating on the Bonds of at least “AA” from S&P.

(h). *Municipal Bond Insurance Policy*. Receipt of documents evidencing the payment of principal of and interest on the Bonds is guaranteed under a municipal bond insurance policy issued concurrently with the delivery of the Bonds by Assured Guaranty Inc.

(i). *Other Actions and Documents*. There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

8. *Official Statement; Compliance with Rule 15c2-12.*

(a). The Issuer hereby ratifies and confirms that it has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph.

(b). As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

(c). To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter requests, but not more than twenty (20), and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

(d). During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement: the “End of the Underwriting Period” is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Securities; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

(e). The Issuer agrees that it will on or prior to the Closing Date execute and deliver (or adopt as a part of the resolution or ordinance authorizing the Bonds) a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as Appendix C to the Official Statement.

(f). The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

(g). To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement.

9. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and Disclosure Counsel; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 9 shall survive any termination of this Purchase Agreement.

10. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Newton, Iowa P.O. Box 399 101 W 4th Street South Newton, Iowa 50208 Attention: City Administrator
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If to the Representative:	D.A. Davidson & Co. 515 East Locust Street, Suite 200 Des Moines, Iowa 50309 Attention: Managing Director
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11. *Counterparts.* This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

12. *Contract for Benefit of Parties.* This Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

13. *Governing Law.* This Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

Accepted and agreed to this [2nd] day of March, 2026, at __:__.m.

CITY OF NEWTON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

SCHEDULE I

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE

Maturity Date	Principal	Interest Rate	Price
June 1, 20[]	\$ _____	_____%	_____%

Term Bond due June 1, 20__ in a principal amount of \$____,000 bearing interest at ____% at a price of _____%.

EXHIBIT A
FORM OF
ISSUE PRICE CERTIFICATE

§[*]
City of Newton, Iowa
General Obligation Corporate Purpose Bonds, Series 2026A

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. *Sale of the General Rule Maturities.* As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a). The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b). As set forth in the Bond Purchase Agreement dated [March 2, 2026] (the “Agreement”), between the Issuer and the Underwriter, the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. *Defined Terms.*

(a). *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities”.

(b). *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds, if any, listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c). *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([March 9, 2026]), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.

(d). *Issuer* means the City of Newton, Iowa.

(e). *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f). *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g). *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [March 2, 2026].

(h). *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. *Yield*. As shown on the attached Schedules, the yield on the Bonds has been calculated to be [*]%. Such calculations were made using software licensed to the Underwriter by a third party vendor.

5. *WAM*. The weighted average maturity of the Bonds is [*] years. Such calculations were made using software licensed to the Underwriter by a third party vendor.

6. *Computations*. To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this
[April 1, 2026].

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

Hold-The-Offering-Price Maturities

[NONE]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[TO COME FOLLOWING 5-DAY HOLD FOR MATURITIES]

City of Newton Council Report

**Item:**

Resolution Approving Pool Floor Repair Project by Sande Construction

Summary:

Approving Pool Floor Repairs

Financial Impact:

\$43,333.00 General Fund Reserves

Report Number: 2026-180

Date:

March 2, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Newton Park Board provided various recommendations for substantial improvements to the Newton Park system during the timeframe of 2018-2021. During that time, City Council provided funding for the maintenance of our existing park amenities, but due to tight budgets, were unable to appropriate any funding that would make substantial improvements to the park system. The Westwood Clubhouse, at that time, was in need of total replacement. There was also interest from the Park Board in new pickleball courts, upgrades to our existing tennis courts, a new dog park, a new skate park, improvements to the Maytag Pool, new accessible playground equipment and several other items.

Over the course of several meetings, the City Council and Park Board had discussions about the potential to start with the Westwood Clubhouse and then address other park amenities in the future. Initial plans to obtain funding for the project included the creation of an urban renewal area (URA) at the Westwood Golf Course, which is owned by the City of Newton but is located in unincorporated Jasper County. (Permission from Jasper County was required to establish the URA as it would have been located in Jasper County.) Once an urban renewal area was created, the City Council could have approved a tax increment financing bond to pay for the new clubhouse. While this bond for clubhouse construction would have been subject to reverse referendum, it would not have required a vote of the people (unless voters submitted signatures to place it on the ballot).

The Jasper County Board of Supervisors were approached by the City at that time, but refused to provide approval to the City of Newton to create an urban renewal area at Westwood Clubhouse. Unfortunately, this delayed the project and likely increased the cost of completion as costs for building materials continued to rise during that time. With strong citizen support for these projects, the City of Newton then switched directions and starting planning for a bond referendum to be placed on the ballot in the fall of 2022.

In order to include park amenities that would appeal to more people in the community than just golfers, the City Council, with recommendations from the Park Board, decided to pursue a bond that would provide funding for four of their shared goals: a new Westwood Clubhouse, improvements to Maytag Pool, new pickleball courts at Aurora Park and a new dog park at Sunset Park. Initial estimates for these projects were completed prior to COVID and a substantial increase in construction supplies and products took place during that timeframe. On September 13, 2022, Newton voters approved Measure B, which read as follows: "Shall the \$1.6 million general obligation bond public measure B be adopted?" There were 736 votes in favor and 297 opposed, and the measure passed overwhelmingly with a 71% approval rate. During this time, City staff also pursued several grant opportunities. Some of those grants were awarded and others were denied. There were also various fundraising campaigns that brought in additional funds to the projects.

An excerpt from a project information sheet that was provided to voters is copied below:



MAYTAG POOL IMPROVEMENTS & UPGRADES



Located at Maytag Park, Maytag Pool is in need of upgrades to continue to make it an enjoyable summer activity for residents and visitors.

PROJECT HIGHLIGHTS

- New play features in the shallow end
- New, safety 3-meter diving board with stairs in the deep end
- A rock climbing wall (or other similar interactive amenity)
- New shade structures

THE PROJECTS WOULD BE FUNDED BY A MIX OF PRIVATE DONATIONS, GRANT FUNDING AND BOND FUNDS (IF APPROVED BY VOTERS). THE TAX RATE FOR CITY OF NEWTON RESIDENTS WILL NOT BE AFFECTED BY THIS BOND ELECTION.

With limited staff in place to manage these projects, City staff did the best they could to plan for these four projects, while at the same time completing all of the other tasks that required their attention. The Community Services Department (which is no longer in place after a re-organization

that combined parts of it with the Public Works and Community Development Departments) was the lead Department on these projects. While planning for all four projects was moving forward simultaneously, the Sunset Dog Park was the first project to be completed. The Maytag Pool Play Features Improvement Project was the second of the four projects to be completed.

The engineer on that project was Burbach Aquatics of Platteville, WI. Burbach Aquatics was selected through a request for qualifications process. Three engineering agreements were approved by the Newton City Council for Burbach Aquatics of Platteville, WI in the amounts of \$10,060 (Resolution 2022-303), \$79,950 (Resolution 2023-103), and \$75,000 (Resolution 2023-250) between the dates of November 7, 2022 and September 5, 2023. So the total engineering initially approved was \$165,010. Due to additional tasks that were necessary to complete all engineering related to the project, an additional \$26,628.53 was approved by Council, bringing the total paid to Burbach Aquatics to \$191,638.53. There was some very limited engineering tasks completed on the project by Bolton & Menk in the amount of \$1,615. That brings the engineering total on the project to \$193,253.53, which represented 18.3% of the project cost. Typical rates for engineering on specialty projects (aquatics being one of those specialties) range from 17%-20%, so the total engineering costs as it relates to the project were in the normal range.

Burbach Aquatics provided the entire engineering on the project from start to finish, including the following tasks: evaluation of existing facility to determine compliance with State of Iowa pool regulations and the capability of existing system, development of a proposed scope of work in compliance with State regulations, preparation of cost estimates on proposed demolition and new play feature improvements, final recommendations on the types and sizes of proposed improvements that would be compatible with the existing pool contracts, schematic design layout, opinion of probable cost, preliminary and final pool plans, project specifications and bidding documents, Iowa Department of Public Health submittal for approval, preconstruction meeting, on-site observations and progress meetings, review of shop drawings, review and recommend possible change orders, and first-season shut-down & winterization assistance.

The project included the removal of the shallow end fountains and seating area that were in the pool at that time, installation of a new shallow-end play structure, replacement of the existing 3-meter diving board with a new 3-meter board with stair access, shade structure upgrades, piping upgrades beneath the shallow end, and a zip-line play feature. The City Council awarded the project to Sande Construction from Humboldt, IA in the amount of \$1,052,826. Actual payments on the project, which were all paid from park bonds, follow:

Maytag Pool Park Bond Expenses

Pd Date	Description	Amount	
12/31/2023	Bolton & Menk Inc	\$1,402.50	
11/30/2023	Bolton & Menk Inc	\$212.50	\$1,615.00
10/31/2023	Burbach Aquatics Inc	\$115,228.04	
10/31/2023	Burbach Aquatics Inc	\$11,054.67	
10/31/2023	Burbach Aquatics Inc	\$5,175.00	
10/31/2023	Burbach Aquatics Inc	\$4,885.00	
10/31/2023	Burbach Aquatics Inc	\$3,226.80	
10/31/2023	Burbach Aquatics Inc	\$2,648.26	

10/31/2023	Burbach Aquatics Inc	\$1,695.34	
8/31/2024	Burbach Aquatics Inc	\$43,733.79	
8/31/2024	Burbach Aquatics Inc	\$3,991.63	\$191,638.53
5/31/2024	Sande Construction and Supply	\$128,811.44	
4/30/2024	Sande Construction and Supply	\$55,291.67	
3/31/2024	Sande Construction and Supply	\$131,782.10	
2/29/2024	Sande Construction and Supply	\$19,796.10	
1/31/2024	Sande Construction and Supply	\$329,758.70	
12/31/2023	Sande Construction and Supply	\$145,540.00	
12/31/2023	Sande Construction and Supply	\$114,558.60	
9/30/2024	Sande Construction and Supply	\$52,706.57	
7/31/2024	Sande Construction and Supply	\$75,885.82	\$1,054,131.00
	Total Paid	\$1,247,384.53	

We have now completed two swim seasons since the Maytag Pool Play Features Improvement Project has been installed. Immediately after we closed the Maytag Pool in August of 2024, about two days after we drained the pool for the year, City staff noticed that there was some breaking of the concrete. An example of what the damaged areas in the pool look like is shown in the pictures below:



Original Breakage



Current Breakage



Current Breakage



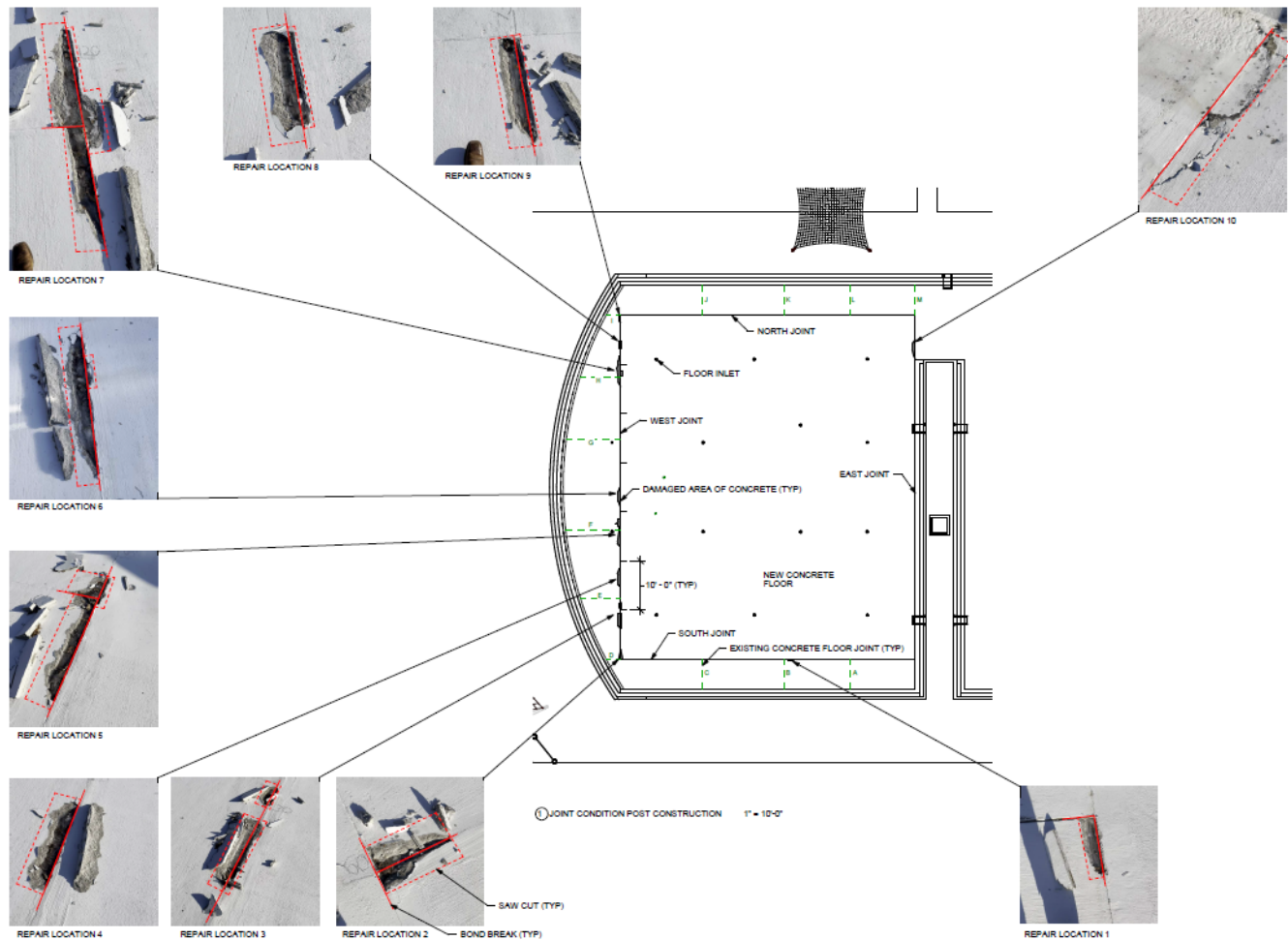
Current Breakage



Current Breakage

Burbach has stood by their design, claiming that the reason for the failure was the older concrete that was not replaced as part of the project. In the spring of 2025, City staff had Sande Construction make spot repairs as specified by Burbach. Not long after opening the pool for the 2025 swim season, those repaired spaces began popping up again even with water in the pool. We did have to drain our pool during the season because someone brought glass goggles into the pool that broke and left glass shards at the bottom of the pool. At that time, City staff cut out those areas that had popped back up and made repairs accordingly. Once the pool was filled again, the same issue continued to occur, which required staff to make underwater patch repairs during the season. After the pool was drained in August, several areas along all edges began popping up again and continue to pop up as we progress through the winter.

City staff contacted Burbach Aquatics with concerns of the popping and cracking of the concrete in the pool floor again at the end of 2025 and provided them with pictures of the damaged areas. The following drawing was prepared by Burbach:



In December of 2025, Burbach suggested a zero depth joint repair that would include the following steps:

1. Saw cut three inches deep, two inches offset the cold joint into the existing concrete slab.
2. Remove the two inches of concrete between the cold joint and the saw cut.
3. Saw cut four inches deep six inches offset the cold joint into the existing concrete slab.
4. Remove the four inches of concrete on the inside edge of the four inch saw cut.
5. Super saturate the hydrophilic water stop and cut flush to the new concrete face.
6. Coat the newly created concrete void with Xypex concentrate cementitious crystalline water proofer. Then fill void flush with grout, strike off level and broom finish. Mega Mix, Xypex product is recommended for the grout mix and placement.
7. After the required grout curing period, apply two coats of epoxy paint.

To be clear, Burbach Aquatics did not offer to pay for this repair. The Xypex patch that Burbach is suggesting as part of the zero depth joint repair is a specialized concrete that has crystals that harden when they get wet in an attempt to stop water from leaking. City staff has a concern that this material does not match what is existing in the pool. For that reason, we do not believe that it is suitable for this

repair, as we believe that the repair will end up again cracking.

Per these drawings, which do not include repairs to the wall on the right side of the drawing (the island wall), Sande Construction came up with an initial estimate of \$36,000 but that only provided for repairs that were 6" wide and 4" deep. A second option that was proposed by Sande Construction based on the Burbach drawing was to cut full depth 12" on each side, eliminating previous patching and removing the waterstop. Then, they would dowel both slabs and find a way to ground existing and new slabs together. They would use non-swelling waterstops on each slab to minimize the leaking. They would pour it back with regular concrete. That was originally quoted at \$30,000. Parks & Rec staff had concerns with the zero depth joint repair approach from Burbach and asked them to visit the Maytag Pool, examine the damage to the pool and determine if there are any other solutions. Burbach made a site visit on February 16, 2026 and have not yet reported back to Parks & Rec staff.

The main reason that City staff believes these concrete failures have happened is due to part of the original design of the Maytag Pool Play Features Improvement Project. Our current research suggests that the waterstop that was designed and installed in the pool is to be used in new joint construction, not in a retrofit application such as ours. There is also some question as to how far below the surface of the pool floor that waterstop should have been located.

After reviewing the two options that Sande Construction provided above, City staff decided that neither option was ideal. Rather, City staff decided that we need a solution that includes a joint and caulking, rather than the option that did not include a joint. Sande Construction then updated the second option mentioned above. They would remove 12" (down to the base) on each side of the affected seam around the zero-entry shallow end, including the island wall, as cracking has now spread to this area of the pool. Waterstop would be removed. New 8" thick 4000 psi concrete will be poured back. Traditional joints and regular caulking will be used. Work would be completed in Spring of 2026 and Parks staff would paint the new concrete once completed.

If City Council approved this project, City staff would reach out to Burbach Aquatics and request reimbursement of repairs made in 2025 (\$4,377) and in 2026 (currently estimated at \$43,333) to the concrete in the floor of the Maytag Pool that have been necessary, as we believe this damage was caused at least in part due to the waterstop that was designed as part of the project by Burbach Aquatics. At this time, City staff does not know how Burbach Aquatics might respond to this request. City staff believes that this approach is the best chance that we have to keep the pool open this summer. This option also makes the repair in a manner that completely removes the waterstop that City staff believes has caused the cracking and popping of the concrete. It also makes repairs along the island wall, where cracks are now starting to emerge. For these reasons, this is the recommended approach by City staff.

If this approach doesn't work, then we may be looking at a repair that would replace concrete all the way to the wall of the shallow end of the pool. We hope it doesn't come to that, but if it does, we are going to be looking at a much higher cost. We are in a tough spot because our residents expect our pool to be open in the summer, especially after we just spent \$1.2 million on recent upgrades, and the engineer on that project continues to suggest a repair option that we have already tried and has failed.

There are two main alternatives that City Council could consider to the City staff-recommended approach.

Alternative option #1 for the City Council on this matter would be to direct City staff to have a

contractor complete the Xypex zero depth joint repair per the recent advice of Burbach Aquatics. City staff does not believe that this would correct the problem. Staff believes that we would likely be back in the same position next year with several spots in the pool along this joint where the concrete will likely crack and pop. In fact, we believe that there would likely be cracking and popping of concrete happening during the summer of 2026. The number of failures in the concrete was more after the 2025 swim season than the 2024 swim season. If we keep making spot repairs, the cost for future repairs will likely increase each year. If the Council decided to move forward with this option, it should be understood that we would have to close the pool in the case that we saw enough of the concrete failing during the summer of 2026, which is a realistic possibility.

Alternative option #2 for the City Council on this matter would be to continue negotiating a solution with Burbach Aquatics on how to make repairs and determine who would make those repairs and who would pay for those repairs. City staff believes that this option would almost guarantee that the City would have to close the pool for the 2026 swim season, while negotiations took place.

Recommendation:

Staff recommends approval of the Pool Floor Repair Project by Sande Construction in the amount of \$43,333.00 from general fund reserves.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING POOL FLOOR REPAIR PROJECT BY SANDE CONSTRUCTION

WHEREAS, over the winter months, a seam in the shallow end of Maytag Pool has cracked and popped; and

WHEREAS, Sande Construction, an expert in swimming pool construction, proposes a repair of the seam by removing affected concrete, replacing with new concrete tied into existing slab, and caulking the joints;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that it is approved to engage Sande Construction of Humboldt, Iowa to repair damage in Maytag Pool for a total cost of \$43,333.00 using general fund reserves.

PASSED this _____ day of March, 2026

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution Setting a Public Hearing on March 16, 2026 on Proposed Adoption of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise

Summary:

Resolution Setting a Public Hearing on March 16, 2026 on Proposed Adoption of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-year Non-Exclusive Electric Franchise

Financial Impact:

No Financial Impact, this action sets a Public Hearing on March 16, 2026

Report Number: 2026-152

Date:

March 2, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton wishes to establish a franchise fee on energy providers. In order to institute this fee with Alliant Energy, a public hearing must be held and an ordinance must be approved by City Council on a new 25-year agreement that includes franchise fee language. The proposed franchise fees would be 3% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028. This resolution set a public hearing date of March 16, 2026 at 6:00pm.

Recommendation:

Staff recommends approval of the attached resolution setting a public hearing date of March 16, 2026 at 6:00pm for granting a 25-year non-exclusive electric franchise agreement that includes a franchise fee.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION SETTING A PUBLIC HEARING ON MARCH 16, 2026 ON PROPOSED ADOPTION OF AN ORDINANCE GRANTING TO INTERSTATE POWER AND LIGHT COMPANY (ALLIANT ENERGY) A 25-YEAR NON-EXCLUSIVE ELECTRIC FRANCHISE

WHEREAS, the City of Newton (City) wishes to establish a franchise fee on energy providers; and

WHEREAS, in order to institute this fee, Alliant Energy has requested that a new 25-year electric franchise agreement be adopted that includes the franchise fees, and

WHEREAS, the proposed franchise fees would be 3% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028, and

WHEREAS, this resolution sets a public hearing for 6:00 pm on March 16, 2026 at the Newton City Hall Council Chambers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That the resolution setting a public hearing for March 16, 2026 on an ordinance adopting a 25-year non-exclusive electric franchise agreement be approved.

PASSED this 2nd day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Setting a Date for a Public Hearing on March 16, 2026 on an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

Summary:

Resolution Setting a Public Hearing on March 16, 2026 on Proposed Adoption of N Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

Financial Impact:

No Financial Impact, this action sets a Public Hearing on March 16, 2026

Report Number: 2026-153**Date:**

March 2, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton wishes to establish a franchise fee on energy providers. In order to institute this fee, a public hearing must be held and an ordinance must be approved by City Council. The proposed franchise fees would be 3% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028. This resolution set a public hearing date of March 16, 2026 at 6:00pm.

Recommendation:

Staff recommends approval of the attached Resolution setting a public hearing date of March 16, 2026 at 6:00pm for establishing a franchise fee.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION SETTING A PUBLIC HEARING ON MARCH 16, 2026 ON
PROPOSED ADOPTION OF AN ORDINANCE ESTABLISHING A
FRANCHISE FEE ON ENERGY PROVIDERS OPERATING IN THE CITY
OF NEWTON, IOWA**

WHEREAS, the City of Newton (City) wishes to establish a franchise fee on energy providers; and

WHEREAS, in order to institute this fee, a public hearing must be held and an ordinance must be approved, and

WHEREAS, the proposed franchise fees would be 3% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028, and

WHEREAS, this resolution sets a public hearing for 6:00 pm on March 16, 2026 at the Newton City Hall Council Chambers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the resolution setting a public hearing for March 16, 2026 on an ordinance adopting a franchise fee on energy providers be approved.

PASSED this 2nd day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk