



Newton City Council Agenda

March 16, 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. Court Appointed Special Advocates (CASA) Program - Kevin Schnoebelen, CASA Program Coordinator, Division of Compliance and Administration, Iowa Department of Health and Human Services
3. Eagle Scout 5K Course Project Presentation - Noah Tremel

Citizen Participation

4. 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

5. March 2, 2026 Regular City Council Meeting Minutes
6. Certify Assistant Fire Chief candidate list
7. Approve Liquor Licenses for the following: 2nd Ave Social at DMACC Newton Campus, 600 N 2nd Ave W, for Special Event on March 28, 2026, Class C Retail Alcohol License; Elite Mart, LLC (formerly Shop n Save), 404 S 11th Ave W, new ownership, Class E Retail Alcohol License pending state and local approval
8. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor License for the following: Elite Mart, LLC, 404 S 11th Ave W; Hy-Vee Fast & Fresh, 1421 1st Ave E; and Hy-Vee Food Store, 1501 1st Ave E
9. Resolution Adopting 2026 S21 Supplement to the "Code of Ordinances of the City of Newton, Iowa, 2025," and Approving Distribution of the Same to Code Subscribers
10. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-05)
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-06)

12. Resolution approving a Five (5) year agreement and One (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6
13. Resolution accepting completion of the 2025 Landfill Concrete Crushing Project
14. Resolution authorizing the submittal of the USDOT Standard Title VI/Non-Discrimination Assurances document and Iowa DOT Title VI Non-Discrimination Agreement
15. Resolution Approving Payment to S&P Global Ratings for Services Related to the 2026 Bonding
16. Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area
17. Resolution accepting the ISE Grant awarded for the emergency replacement of the airport beacon
18. Resolution approving change order #1 for 1st Ave E and E 12th St Drainage Improvements Project
19. Resolution Setting a Public Hearing for the Sale of 1219 South 4th Avenue East, Newton, Jasper County, Iowa
20. Resolution Setting a Date For a Public Hearing on the Proposed Property Tax Levy for Fiscal Year July 1, 2026 – June 30, 2027
21. Approve Bills

Public Hearing

22. Public Hearing on Proposed Adoption of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise
 - The public hearing is a time of discussion on the potential to adopt a franchise fee on Alliant Energy bills at 2% in the initial year, 4% in the second year and 5% in the third year.
 - The attached ordinance is pending legal review and is subject to change.
23. First Consideration of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-year Non-Exclusive Electric Franchise
24. Public Hearing on Proposed Adoption of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa
 - This public hearing is for discussion on adoption of an ordinance implementing a franchise fee on Black Hills Energy bills at 2% in the initial year, 4% in the second year and 5% in the third year.

Ordinance

26. Second 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.

27. Second 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.

Resolution

28. Resolution approving Eagle Scout Project at Maytag Park

- Noah Tremel proposes to trail blaze a 5K course at Maytag Park for his Eagle Scout Project
- At their meeting on February 9, 2026, the Park Board reviewed the proposed project and recommends approval.

29. Resolution updating the Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery and Fee Schedule

- In order to ensure that burials occur during daylight hours to maintain a safe working environment, it is desirable to amend the interment hours at the cemeteries.
- Additionally, removing Sundays and City Holidays from eligible interment days will result in a cost savings to the City by reducing staff overtime hours.
- Finally, this resolution adjusts fees related to late arrivals and weekend/holidays and addresses the spreading of ashes on cemetery grounds.

30. Resolution approving the Newton Sanitary Landfill fee schedule

- Thirteen governmental entities own the Newton Sanitary Landfill under a 28-E agreement, with the City of Newton as the Landfill Operator.
- During the Landfill Budget Workshop held on February 11, 2026, staff proposed increasing the minimum board price to dispose of refuse by \$2.00 per cash sale, from \$10.00 to \$12.00.
- The increase was voted on and received support from all 28-E landfill associates.

31. Resolution awarding contract for the Aurora Park Parking Improvements Project

- The existing Aurora Park parking lot in the northwest corner of the park was found to encroach on the neighboring property and was removed.
- Additional parking was needed for park visitors, and this project will increase parking to approximately 38 spaces.
- The addition of ADA-compliant ramps and sidewalks will provide safe, accessible access to tennis and pickleball courts.

32. Resolution approving the purchase of musical play equipment for Harmony Park using funds donated for the purpose

- Newton Main Street has secured funds for the purpose of purchasing interactive musical instrument equipment at Harmony Park. This resolution authorizes the purchase and installation of the musical instrument equipment at Harmony Park using donated funds.

33. Resolution Authorizing and Approving a Loan Agreement, Providing for the Issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A and Providing for the Levy of Taxes to Pay the Same

- City Council held Public Hearings on December 2, 2025 regarding the issuance of the 2026A General Obligation Corporate Purpose bonds. The final step in the bonding process is issuance of the bonds.
- 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.

34. Resolution Approving Pay Plan Adjustment for the Finance Officer position and Eliminating the Sr Financial Analyst Position in the Administration Department

- The Finance Officer will be retiring on April 6, 2026. The current Sr Financial Analyst has been training to fill this opening for several years.

- This resolution changes the pay plan range for the Finance Officer beginning April 7, 2026 to a Range 7 from Range 10 and also includes a plan for goals and benchmarks.
- The resolution also removes the Sr Financial Analyst position from the City's pay plan. All changes have been budgeted in the FY26 and FY27 budgets.

Staff Report

35. Staffing at Westwood Clubhouse - Brad Sponseller, Westwood Operations Manager

Mayor/Council Comments

36. Mayor and Council Comments

Closed Session

37. Closed Session under Iowa Code Section 21.5.1.j, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed

Return to Open Session

38. Return to Open Session

Adjourn

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

Find us online: www.newtongov.org

Eagle Scout 5K Course Project



Noah Tremel

Project Description

- ▶ This project will include updating the high school 5k course in the Maytag park to create a permanent course that the community can use.
- ▶ This will include, creating markers to signify each 1k point on the trail.
- ▶ Also, adding posts to show the apex of some corners.
- ▶ Finally, add a course sign near the tennis courts to show the full course layout through out the park.

How it will look

- ▶ Each 1k marker will be made of 4x4 treated timber.
- ▶ Markers will be 5 feet tall.
- ▶ They will be painted red with black letters.
- ▶ The same posts will be used for the turns, but will have no writing on them.



Example:

Course Sign

- ▶ This sign will signify the start and end of the course located near the tennis courts.
- ▶ It will show the full course layout; all the 1k and mile markers.



Example:

Fundraising Strategy

- ▶ The funds for this project will come from donations from family, friends, and others who want to contribute to the improvement of the 5k course.

Project Milestones

- ▶ Parks/ City approval
- ▶ Eagle Scout Board approval
- ▶ Raise money for expenses
- ▶ Layout course with cross country coaches
- ▶ Approval to dig in those areas
- ▶ Purchase materials
- ▶ Commence work with scout volunteers (planned for summer 2026)
- ▶ Finish project (September 2026)

NEWTON CITY COUNCIL MEETING MINUTES
MARCH 2, 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. Jasper County Emergency Management Update - Jamey Robinson, Director
Jamey provided an update on activities over the past year and on upcoming projects. They are currently working on updating the Hazard Mitigation Plan. They continue to push out the Jasper Ready App and encourage citizens to sign up.

Citizen Participation

3. Ericka Patterson, 1421 N 8th Ave E, and Lisa Houghton, 715 E 8th St S, spoke in favor of the Urban Chicken Ordinance.

Consent Agenda

Moved by Hallam, seconded by Mills to approve consent agenda items 4-17. AYES: Six. NAYS: None. Consent Agenda was adopted.

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)
Resolution 2026-071 adopted.
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-05)
Resolution 2026-072 adopted.
12. Resolution Approving a Property Tax Rebate for the Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2026-073 adopted.
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
Resolution 2026-074 adopted.
14. Resolution approving a non-standard use agreement with the property owner of 112 1st Ave E
Resolution 2026-075 adopted.
15. Resolution approving the revised not to exceed purchase amount of the pre-fabricated restroom for Harmony Park
Resolution 2026-076 adopted.
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
Resolution 2026-077 adopted.
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
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.
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
Moved by Roth, seconded by Mills to approve the first consideration of the Ordinance. AYES: Five. NAYS: Simbro. First Consideration of the Ordinance was approved.

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.
Moved by Hallam, seconded by Simbro to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved. Moved by Hallam, seconded by Dalton to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved. Moved by Mills, seconded by Dalton to suspend the rules and waive the second and third consideration of the Ordinance. AYES: Six. NAYS: None. Motion passed. Moved by Mills, seconded by Hallam, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2482 was adopted.
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.
Moved by Simbro, seconded by Holschuh to approve the first consideration of the Ordinance. Nathan McCumber, 225 1/2 1st Ave W spoke about detouring around and putting all traffic to the light. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Resolution

22. Resolution amending the fee schedule for various Planning & Zoning Applications and Peddler Permit
Moved by Holschuh, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-078 adopted.
23. Resolution Approving Bond Purchase Agreement for the Sale of General Obligation Corporate Purpose Bonds, Series 2026A
Moved by Simbro, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-079 adopted at 6:48 p.m.
24. Resolution Approving Pool Floor Repair Project by Sande Construction
Moved by Hallam, seconded by Roth to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-080 adopted.
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
Moved by Mills, seconded by Simbro to adopt the Resolution. Mike Wagner, Community Development Director for Alliant Energy, spoke about the franchise fee process. Moved by Dalton, seconded by Hallam to amend the fee spread to 2%, 4%, and 5% instead of the proposed 3%, 4%, and 5%. AYES: Five. NAYS: Mills. Motion to amend passed. AYES: Six. NAYS: None. Resolution 2026-081 adopted.
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
Moved by Hallam, seconded by Holschuh to adopt the Resolution. Moved by Dalton, seconded by Hallam to amend the fee spread to 2%, 4%, and 5% instead of the proposed 3%, 4%, and 5%. AYES: Six. NAYS: None. Motion to amend passed. AYES: Six. NAYS: None. Resolution 2026-082 adopted.

Mayor/Council Comments

27. Mayor and Council Comments
Simbro feels that the Jake Brake Ordinance has helped. Mayor Ervin hosted two chats with the Mayor events. They were well received. He would like to see more attendees

who bring questions and comments. Stated that there were some announcements made that caused him to get various derogatory emails and calls. He appreciates the people of Newton who understand the process. We have a wonderful police department and staff, and we have positive things coming to this town. The best thing this city can do is grow. Be thankful that we live in Newton, Iowa, with a great community and people.

Adjourn

Moved by Mills, seconded by Dalton to adjourn the meeting at 7:15 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Randy J. Ervin, Mayor



**City of Newton Civil Service Commission
Assistant Fire Chief Candidate List**

We the undersigned members of the City of Newton Civil Service Commission hereby certify the following candidate list for the Assistant Fire Chief within the City of Newton Fire Department. The following candidate list, in alphabetical order, shall expire one (1) year from the date of certification, or upon exhaustion.

Assistant Fire Chief Candidates

Brian Freese
Jacob Halferty
Vincent Lukehart
Treaver Willis

Date: March 16, 2026

Signed:

Dave Zellinger

Teresa Ray

Gary Johnson

Witness by:

Katrina Davis
City Clerk

Date:

RESOLUTION NO. 2026-_____

**RESOLUTION ADOPTING 2026 S21 SUPPLEMENT
TO THE "CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2025,"
AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS**

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

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

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

WHEREAS, the 2026 S21 Supplement has been prepared and published online for 2025 CITY CODE subscribers; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2026 S21 Supplement bearing the notation "2026 S21", to be substituted for pre-existing pages of the 2025 CITY CODE, is hereby approved and adopted as part of the 2025 CITY CODE:

<u>Ordinance No.</u>	<u>Code Title</u>	<u>New Pages</u>
	Title Page	Title Page
	Table of Contents	1, 2
2473	Title III Administration	5-10, 73, 74
2474, 2475, 2476, 2478, 2479	Title VII Traffic Code	11, 12, 15,16, 19, 20
2472	Title XI: Business Regulations	10B-1 - 10D
2480	Title XIII General Offenses	1,2, 33-38
2471	Table XV Land Usage	83, 84
2471, 2472, 2473 2474, 2475, 2476 2478, 2479, 2480	Parallel References	7-8, 23, 24, 43 - 46
2477	Index	29 – 30B, 41 - 44
	Repealing 2000, 2020, 2026, 2043, 2050, 2056, 2166 Providing for the Division of Taxes Levied on Taxable Property in the Southwest Newton Economic Development Urban Renewal Area	

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

(SEAL)

ATTEST:

Randy J. Ervin, Mayor

Katrina A. Davis CMC, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-05)

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: \$400.00

Report Number: 2026-195**Date:**

March 16, 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 \$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 26-05).

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 26-05)**

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. 26-05 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 26-05, 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 April 1, 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 26-05 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 fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-06)

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: \$887.00

Report Number: 2026-196**Date:**

March 16, 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. 26-06)

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-06: 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 26-06: 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 26-06: 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 26-06: 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 26-06 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
Ohp 7 Lc	834230039	138 E 8th St N	Newton	\$6,620.00	\$110.00	\$150.00	\$260.00	LEE'S SD LOT 6	2/2/2026
Stacie Cleghorn	834152008	310 S 2nd Ave W	Newton	\$52,220.00	\$160.00	\$150.00	\$310.00	ORIGINAL PLAT S 1/2 LOT 7 BLK 18	2/3/2026
Halee Mundell	833479014	1003 W 4th St S	Newton	\$128,200.00	\$167.00	\$150.00	\$317.00	CARRIER'S MEADOWS S 50' OF N 160' LOT B BLK 1	2/13/2026
						TOTAL:	\$887.00		

City of Newton Council Report

**Item:**

Resolution approving a Five (5) year agreement and One (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6

Summary:

A 5-year agreement, along with a 1-year supplemental agreement, is needed with the Iowa DOT for maintenance of Highway 6 through the City.

Financial Impact:

\$22,101.38 to be paid to the City

Report Number: 2026-173**Date:**

March 16, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Every five (5) years, the Iowa Department of Transportation (DOT) presents cities with an agreement for the maintenance and repair of primary highways through those cities. The Iowa DOT is proposing to enter into a new five-year agreement for U.S. Highway 6 (1st Avenue), effective from July 1, 2026, through June 30, 2031.

Per the 5-year agreement, the City of Newton is responsible for the maintenance activities listed therein for U.S. Highway 6 within the corporate limits of Newton. In general, the City's responsibilities include pavement maintenance, storm sewer, snow/ice removal, and tree maintenance. The 1-year supplemental agreement that the Iowa DOT has provided the City of Newton indicates the payment the city will receive for FY27.

The maintenance payment rate for FY27 will be \$22,101.38. Each year of the 5-year agreement, the Iowa DOT will provide the City of Newton with a new supplemental agreement specifying the payment the City will receive under the State's standard maintenance rates.

Recommendation:

City staff recommends approval of the 5-year maintenance agreement and the 1-year supplemental agreement with the Iowa DOT for U.S. Highway 6 within the corporate limits of Newton.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING A FIVE (5) YEAR MAINTENANCE AGREEMENT AND A ONE (1) YEAR SUPPLEMENTAL AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR CITY MAINTENANCE OF U.S. HIGHWAY 6

WHEREAS, every five (5) years, the Iowa Department of Transportation (DOT) presents cities with an agreement for the maintenance and repair of primary highways through those cities. The Iowa DOT is proposing to enter into a new five-year agreement for U.S. Highway 6 (1st Avenue), effective from July 1, 2026, through June 30, 2031; and

WHEREAS, per the 5-year agreement, the City of Newton is responsible for the maintenance activities listed therein for U.S. Highway 6 within the corporate limits of Newton. In general, the City's responsibilities include pavement maintenance, storm sewer, snow/ice removal, and tree maintenance; and

WHEREAS, the 1-year supplemental agreement that the Iowa DOT has provided the City of Newton indicates the payment the city will receive for FY27; and

WHEREAS, the maintenance payment rate for FY27 will be \$22,101.38.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Mayor to execute the attached maintenance and supplemental agreements for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



**SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities**

This Supplemental Agreement made and entered into by and between the Municipality of Newton, Jasper County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department:

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2026, and in effect from July 1, 2026, to June 30, 2031.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of see attached / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
see attached	see attached	see attached	see attached	\$22,101.38

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2026 to June 30, 2027 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Newton
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

Print Name:

Allison Smyth, District 1 Engineer

Date _____

Date _____



Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Newton, Jasper County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
 - A. Freeways (functionally classified and constructed)
 1. Maintain highway features including ramps and repairs to bridges.
 2. Provide bridge inspection.
 3. Highway lighting.
 - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 6. Provide bridge inspection.
 - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
 - D. City Streets Crossing Freeway Rights of Way (See II.C)
 1. Roadsides within the limits of the freeway fence.
 2. Surface drainage of right of way.
 3. Traffic signs and pavement markings required for freeway operation.
 4. Guardrail at piers and bridge approaches.
 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
 - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
 5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
 6. Clean, sweep and wash streets when considered necessary by the Municipality.
 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.
- B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)
 1. Maintain and repair highway facilities due to utility construction and maintenance.
 2. Removal of trees as necessary and the trimming of tree branches as necessary.
 3. Maintain sidewalks.
 - C. City Streets Crossing Freeway Rights of Way (See I.D)
 1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
 2. Mark traffic lanes on the cross street.
 3. Remove snow on the cross street, including bridges over the freeway.
 4. Clean and sweep bridge decks on streets crossing over freeway.
 5. Maintain all roadside areas outside the freeway fence.
 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.
- III. The Municipality further agrees:
- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five-year period from July 1, **2026** to June 30, **2031**

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Newton

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

By _____

District Engineer

Date _____

Date _____

City of Newton Council Report

**Item:**

Resolution accepting completion of the 2025 Landfill Concrete Crushing Project

Summary:

Accept completion of the 2025 Landfill Concrete Crushing Project

Financial Impact:

Council previously approved a contract for \$99,484.00 on June 3, 2025, and a change order in the amount of \$26,634.00 on July 21, 2025; this action would accept the project, approve the final contract amount of \$119,625.85, and authorize payment of the retainage amount of \$3,588.78.

Report Number: 2026-192**Date:**

March 16, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Newton Sanitary Landfill accepts stockpiled concrete rubble for recycling (crushing) into usable rock that can be sold and used at the landfill for interior roads and other projects. The Iowa Department of Natural Resources requires that the rubble stockpile be crushed at least every five years.

The City of Newton Public Works Department prepared plans and specifications for the Landfill Concrete Rubble Crushing Project. Following the opening of bids, City Council passed a resolution on June 2, 2025, awarding a contract to Maxim Materials of Pella, Iowa, in the amount of \$99,484.00 for the crushing of the concrete rubble stockpile at the landfill, with a change order of \$26,634.00 dollars approved July 21, 2026.

The crushing work included in this contract has been completed by Maxim Material, and the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract.

The final contract amount, based on measured quantities, is \$119,625.85.

The project created 17,520 tons of rock product that can be used at the landfill and sold.

Recommendation:

Accept the completion of the 2025 Landfill Concrete Crushing Project, the final contract amount of \$119,625.85, and authorize the retainage amount of \$3,588.78 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
2025 LANDFILL CONCRETE CRUSHING PROJECT**

WHEREAS, the Newton Sanitary Landfill accepts stockpiled concrete rubble to be recycled (crushed) into usable rock that can be sold and used at the landfill for interior roads and other projects. The Iowa Department of Natural Resources requires that the rubble stockpile be crushed at least every five years; and

WHEREAS, the City of Newton Public Works Department prepared plans and specifications for the Landfill Concrete Rubble Crushing Project and placed the project out for bid; and

WHEREAS, following the opening of bids, City Council passed a resolution on June 2, 2025, 2025 awarding a contract to Maxim Materials of Pella, Iowa, in the amount of \$99,484.00; and

WHEREAS, on July 21, 2025 council approved a change order in the amount of \$26,634.00; and

WHEREAS, the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract, with a final contract cost of is \$119,625.85 based on actual measured quantities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts completion of the project, the final contract amount of \$119,625.85, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$3,588.78 to Maxim Materials of Pella, IA no sooner than 30 days after approval of this resolution, should no claims be on file.

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 authorizing the submittal of the USDOT Standard Title VI/Non-Discrimination Assurances document and Iowa DOT Title VI Non-Discrimination Agreement

Summary:

To remain compliant with Federal law and be eligible for State and Federal funding, the respective Title VI/Non-Discrimination Assurances and Agreement documents must be resubmitted periodically to spell out the City's commitment to comply with all acts and regulations related to Civil Rights and discrimination.

Financial Impact:

Loss of future funding grants if not submitted.

Report Number: 2026-193

Date:

March 16, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

On December 3, 2012, City Council approved Resolution 2012-139 authorizing the establishment of a Title VI Non-Discrimination Program, along with the submittal of the required United States Dept. of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances document and Iowa Dept. of Transportation (Iowa DOT) Title VI Non-Discrimination Agreement. Following this initial action, annual Title VI accomplishment reports have been prepared by the City's Title VI Coordinator, with this title currently being held by Public Works Department Civil Engineering Technician Brandon Schakel since October 2023. Council also took action on January 6, 2025, and approved Resolution 2025-008, which authorized the submittal of an updated USDOT Standard Title VI/Non-Discrimination Assurances document.

As part of a recent Title VI Compliance Review meeting conducted by the Iowa DOT, it was noted that the City of Newton's USDOT Standard Title VI/Non-Discrimination Assurances document and Iowa DOT Title VI Non-Discrimination Agreement need to be updated and resubmitted since the recent Mayor Change. The Public Works Department has prepared said documents with the assistance of the Iowa DOT, and needs City Council approval prior to their submittal.

Recommendation:

Approval of the Resolution authorizing the submittal of the USDOT Standard Title VI/Non-Discrimination Assurances document and Iowa DOT Title VI Non-Discrimination Agreement.

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION AUTHORIZING THE SUBMITTAL OF THE USDOT STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES DOCUMENT AND IOWA DOT TITLE VI NON-DISCRIMINATION AGREEMENT.

WHEREAS, on December 3, 2012 City Council approved Resolution 2012-139 authorizing the establishment of a Title VI Non-Discrimination Program, along with the submittal of the required United States Dept of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances document and Iowa Dept of Transportation (Iowa DOT) Title VI Non-Discrimination Agreement; and

WHEREAS, subsequent council action on January 6, 2025, approved Resolution 2025-008, which authorized the submittal of an updated USDOT Standard Title VI/Non-Discrimination Assurances document; and

WHEREAS, as part of a recent Title VI Compliance Review meeting conducted by the Iowa DOT, it was noted that the City of Newton's USDOT Standard Title VI/Non-Discrimination Assurances document and Iowa DOT Title VI Non-Discrimination Agreement need to be updated and resubmitted due to a recent mayor change; and

WHEREAS, to remain in compliance with Federal law and be eligible for State and Federal funding, the respective Title VI/Non-Discrimination Assurances and Agreement documents must be resubmitted periodically to spell out the City's commitment to comply with all acts and regulations related to Civil Rights and discrimination; and

WHEREAS, the Public Works Department has prepared said documents with the assistance of the Iowa DOT, and needs City Council approval prior to their submittal.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the United States Dept of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances document and the Iowa Dept of Transportation (Iowa DOT) Title VI Non-Discrimination Agreement both be signed by the Mayor and submitted to the Iowa DOT.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The CITY of NEWTON, IOWA (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The CITY of NEWTON, IOWA , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, CITY of NEWTON, IOWA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

CITY of NEWTON, IOWA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

CITY of NEWTON, IOWA

(Name of Recipient)

by _____

(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the CITY of NEWTON, IOWA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY of NEWTON, IOWA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto CITY of NEWTON, IOWA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the CITY of NEWTON, IOWA, its successors and assigns.

The CITY of NEWTON, IOWA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the CITY of NEWTON, IOWA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY of NEWTON, IOWA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY of NEWTON, IOWA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the CITY of NEWTON, IOWA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the CITY of NEWTON, IOWA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by CITY of NEWTON, IOWA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, CITY of NEWTON, IOWA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, CITY of NEWTON, IOWA will there upon revert to and vest in and become the absolute property of CITY of NEWTON, IOWA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
CITY of NEWTON, IOWA

Agency Information

Name and title of administrative head:

Name: Randy J. Ervin Title: Mayor, City of Newton, Iowa

Address: 101 West 4th Street South

City: Newton State: IA ZIP Code: 50208 County: JASPER

Phone/FAX: 641-792-1931 Email: Randye@newtongov.org

Name and title of designated Title VI coordinator:

Name: Brandon Schakel Title: Title VI Coordinator/Public Works Engineer

Address: Public Works Department, 303 West 4th Street North, Suite 501

City: Newton State: IA ZIP Code: 50208 County: JASPER

Phone/FAX: 641-792-6622 {2318} Email: Brandons@newtongov.org

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, CITY of NEWTON, IOWA has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

City of NEWTON, IOWA

Signature

Steven F Kerber, Affirmative Action Officer 2, Civil Right

Printed Name and Title

Date

Signature

Randy J. Ervin, Mayor, City of Newton, Iowa

Printed Name and Title

Date

Title VI Non-discrimination Policy Statement

The CITY of NEWTON, IOWA, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's Brandon Schakel, Title VI Coordinator/Public Works Eng, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Randy J. Ervin, Mayor, City of Newton, Iowa

Printed Name and Title

Date

City of Newton Council Report

**Item:**

Resolution Approving Payment to S&P Global Ratings for Services Related to the 2026 Bonding

Summary:

Resolution Approving Payment to S&P Global Ratings for Services Related to 2026 Bonding

Financial Impact:

\$20,330 Paid from 2026A Bond Proceeds

Report Number: 2026-293**Date:**

March 16, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

S&P Global Ratings have provided rating services for the 2026A Bonds. Ratings have been issued and it is recommended to process the payment for these services. Bond proceeds will be used to pay for these expenses.

Recommendation:

Staff recommends approval of the attached Resolution approving the payment to S&P Global Ratings for services related to the 2026A bonding when bond proceeds are received.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING PAYMENT TO S&P GLOBAL RATINGS
FOR SERVICES RELATED TO THE 2026 BONDING**

WHEREAS, the City of Newton (City) has been the in process of issuing bonds in 2026; and

WHEREAS, S&P Global Ratings has provided rating services for the 2026 bonds,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That payment should be made to S&P Global Ratings for the 2026 bonding in the amount of \$20,330 for the 2026A Bonds These expenses shall be paid with 2026A bond proceeds.

PASSED this 16th day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

S&P Global
Ratings

Standard & Poor's Financial Services, LLC
Federal I.D.: 26-3740348

Invoice No: 11514475
Customer No: 1000107521
Invoice Date: 02/13/26
Tax Exempt No:
Page No: 1
Print Date: 02/13/26

0201

MS. LISA FRASIER
CITY OF NEWTON
101 WEST 4TH STREET SOUTH
NEWTON IA 50208

Description of Services	Amount
101011 ANALYTICAL SERVICES RENDERED IN CONNECTION WITH: US\$7,275,000 City of Newton, Iowa, General Obligation Corporation Purpose Bonds, Series 2026A, dated: Date of delivery, due: June 01, 2045	\$20,330.00

FOR INQUIRIES PLEASE CONTACT:
COLLECTIONSUSRATINGS@SPGLOBAL.COM
PHONE: 1-800-767-1896

For inquiries contact the client services representative listed on this invoice. Do not return it or direct any inquiries about the invoice to credit ratings analysts. S&P Global Ratings maintains a separation of commercial and analytical activities. Please note that our credit ratings analysts are not permitted to communicate, negotiate, arrange or collect credit rating fees.

Please reference invoice or statement number on all checks and wire transfers

This Invoice Due and Payable As Of: 02/13/26

INVOICE TOTAL \$20,330.00 USD

Make Checks Payable To:

S&P Global
Ratings

Standard & Poor's Financial Services, LLC
Federal I.D.: 26-3740348

Invoice No: 11514475
Customer No: 1000107521
Invoice Date: 02/13/26

0201

Billed To:

MS. LISA FRASIER
CITY OF NEWTON
101 WEST 4TH STREET SOUTH
NEWTON IA 50208

Wire Transfer To:

Please include invoice #
Bank of America
S&P Global Ratings
Account # 12334-02500
ABA # 0260-0959-3
Or E-mail: cashapps@spglobal.com

Remit To:

S&P GLOBAL RATINGS
2542 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

10001075211 11514475 02033000 1 700 10 07 0226 5

TOTAL AMOUNT DUE:
\$20,330.00 USD
AMOUNT ENCLOSED:

If you are the object of fraud or any other crime, such occurrence will not excuse your payment or any other obligations to S&P Global Ratings under your agreement with S&P Global Ratings, and you will remain fully liable for its performance of such obligations under your agreement.

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area

Summary:

Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area

Financial Impact:

\$938.00 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 2026-309**Date:**

March 16, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in December of 2023 with Ex Nihilo on the property located at 107 1st Avenue West within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Ex Nihilo in Fiscal year 25/26.

Ex Nihilo has provided documentation that the 2nd half of property taxes in the amount of \$1,255 have been paid to the Jasper County Treasurer for FY 2025/26 for the property and the amount of the 100% rebate from the TIF fund would be \$938.00.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$938.00 to Ex Nihilo for the 2nd half of the 25/26 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE EX NIHILO PROPERTY LOCATED AT 107 1ST AVENUE WEST WITHIN THE NORTH CENTRAL URBAN RENEWAL AREA

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

WHEREAS, a Development Agreement with Ex Nihilo was entered into in December of 2023 on the property located at 107 1st Avenue West within the North Central Urban Renewal Area, and

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

WHEREAS, the Developer has paid the 2nd half of property taxes for the fiscal year 2025-2026 in the total amount of \$1,255 and is eligible to receive a 100% TIF rebate of \$938.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with Ex Nihilo a property tax rebate for the 2nd half of fiscal year 2025-2026 property taxes in the amount of \$938.00 is hereby approved.

PASSED this 16th 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 accepting the ISE Grant awarded for the emergency replacement of the airport beacon

Summary:

Acceptance of the Immediate Safety Enhancements (ISE) grant that was awarded for replacing the airport beacon.

Financial Impact:

\$5,566.00 of the Airport General Funds

Report Number: 2026-312**Date:**

March 16, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Airport Beacon is an essential piece of navigation equipment for the Newton Municipal Airport. Johnson Aviation reported to staff about the current beacon is failing and in a state of needing complete replacement.

A quote from Van Maanen was obtained. The estimated cost of replacement including all material and labor is \$15,566.00. The grant application to IDOT for the Immediate Safety Enhancements (ISE) grant was approved. If the grant application is approved, the local share would be \$5,566.00. Airport General Funds budgeted for grounds maintenance & repair would be utilized for the City match.

Recommendation:

Staff recommends approval

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION ACCEPTING GRANT FOR EMERGENCY REPLACEMENT OF THE NEWTON AIRPORT BEACON

WHEREAS, the Airport Beacon is an essential piece of navigation equipment for the Newton Municipal Airport; and

WHEREAS, the current beacon failed to a state of needing complete replacement.; and

WHEREAS, Johnson Aviation has requested that the beacon be replaced most expeditiously with an Immediate Safety Enhancements (ISE) grant; and

WHEREAS, Johnson Aviation requested estimate from Van Maanen Electric, who can complete this work, which includes removing the existing beacon, install new beacon, make wire connections, test the new beacon and clean up the work area including all material and labor for the needed emergency replacement; and

WHEREAS, the total cost of the emergency repairs will be \$15,566.00 (Fifteen Thousand, Five Hundred and Sixty-Six Dollars and Zero Cents); and

WHEREAS, the grant request, authorized by Resolution 2026-054, to the state for the Immediate Safety Enhancements (ISE) reimbursable grant application has been approved in the amount of \$10,000.00, with the local contribution being \$5,566.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby accepts the Immediate Safety Enhancements (ISE) reimbursable grant for said replacement and approves the ordering and replacement of the beacon; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that City hereby accepts the grant and will utilize Airport General Funds for the match requirement of \$5,566.00

PASSED this ____ day of March, 2026.

APPROVED this ____ day of March, 2026.

(SEAL)

Randy J. Ervin, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving change order #1 for 1st Ave E and E 12th St Drainage Improvements Project

Summary:

Approving change order #1 to Central Iowa Excavation for the 1st Ave E and E 12th St Drainage Improvements Project

Financial Impact:

Council previously approved a contract for \$256,168.40 on December 15, 2025; this action would approve a change order for an additional \$33,264.00 to be paid from 1st Avenue E TIF bond funds. The total Contract Price with the Change order will be \$289,432.40.

Report Number: 2026-313**Date:**

March 16, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

On December 15, 2025, Central Iowa Excavation was awarded the 1st Ave E and E 12th St Drainage Improvements Project. As construction has progressed, several items have been discovered that require minor modifications to the proposed plans. An existing 60-inch reinforced concrete pipe (RCP) was found to be an 88-inch X 54-inch arch RCP. The larger size pipe required additional work to remove, as well as larger flumes, footings, and rodent guards.

Additional changes to the contract include replacing the proposed storm sewer conflict manhole with a standard intake and a storm sewer extension, and providing additional clearing, grubbing, and debris removal at the project site.

Central Iowa Excavation has submitted a change order that has been reviewed by public works staff. After reviewing the proposed changes, Central Iowa Excavation has proposed a net increase to the project of \$33,264.00. The additional costs will be paid from the 1st Avenue E TIF bond funds.

Recommendation:

Approving change order #1 from Central Iowa Excavation in the amount of \$33,264.00.

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION APPROVING CHANGE ORDER #1 FOR 1ST AVE
E AND E 12TH ST DRAINAGE IMPROVEMENTS PROJECT**

WHEREAS, on December 15, 2025, Central Iowa Excavation was awarded the 1st Ave E and E 12th St Drainage Improvements Project. During construction, it was discovered that the engineered design did not reflect the correct storm sewer pipe size; and

WHEREAS, an existing 60-inch reinforced concrete pipe (RCP) was found to be an 88-inch X 54-inch arch RCP. The larger size pipe required additional work to remove, as well as larger flumes, footings, and rodent guards; and

WHEREAS, Central Iowa Excavation has submitted a change order that has been reviewed by Public Works staff. After reviewing the proposed changes, Central Iowa Excavation has proposed a net increase to the project of \$33,264.00; and

WHEREAS, the additional costs will be paid from 1st Avenue E TIF bond funds; and

NOW, THEREFORE, BE IT RESOLVED, that change order #1 to Central Iowa Excavation in the amount thirty-three thousand two hundred and sixty-four dollars and zero cents (\$33,264.00), with a total contract price of \$289,432.40 for the 1st Ave E and E 12th St Drainage Improvements Project, is hereby approved and will be funded from 1st Avenue E TIF bond funds;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #1 executed by Central Iowa Excavation of Kellogg, IA for the 1st Ave E and E 12th St Drainage Improvements Project, be signed by the mayor on behalf of the city.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

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



Change Order No.1

Owner:	City of Newton	Project Title:	1st Ave E and 12th St Drainage Improvements Project
Contractor:	Central Iowa Excavating		
Contract Date:	9/15/2025	Date Prepared:	3/9/2026
Prepared By:	BLS	Reviewed By:	JER

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

Nature of Change	Units	Unit Price	Price Change	Time Change
Remove#10 : Removal of storm sewer less than or equal to 60"	364	\$ (30.00)	\$ (10,920.00)	No additional time.
Add CO#10: Removal of storm sewer less than or equal to 80". Once exposed the storm sewer was larger than the plans called for	364	\$ 65.00	\$ 23,660.00	No additional time.
Remove #11: Pipe Apron, 48"	2	\$ (3,900.00)	\$ (7,800.00)	No additional time.
Add CO#11: Pipe Apron 88X54 Pipe was larger than plans called for	2	\$ 11,317.50	\$ 22,635.00	No additional time.
Remove #12 Footing for concrete pipe aprons, 48"	2	\$ (5,500.00)	\$ (11,000.00)	No additional time.
Add CO#12 Footing for concrete pipe aprons, 80"	2	\$ 10,458.00	\$ 20,916.00	No additional time.
Remove #13 Pipe Apron Guards, 48"	2	\$ (2,900.00)	\$ (5,800.00)	No additional time.
Add CO #13 Pipe Apron Guards, 80"	2	\$ 6,361.50	\$ 12,723.00	No additional time.
Price Adjustment #14 Storm Sewer Conflict Manhole due to different approved construction methods used.	1	\$ (10,500.00)	\$ (10,500.00)	No additional time.
Add CO#001 additional Clearing and Grubbing/ trash/ ash removal. Additional trees and brush cleared . Residential burn pile on sight removed and cleaned up	1	\$ 1,500.00	\$ 1,500.00	No additional time.
Remove 1 #15 Manhole Removal	1	\$ (2,500.00)	\$ (2,500.00)	No additional time.
Add CO#002 Custom Drop in Intake cover for discovered intake in the lot driveway 2' west of RCP pipe not on the plans	1	\$ 350.00	\$ 350.00	No additional time.
Total Change in Cost		Total Change in Cost	\$ 33,264.00	

Contract Price Prior to this Change Order	\$256,168.40
Net Increase Resulting from this Change Order	\$33,264.00
Current Contract Price Including this Change Order	\$289,432.40
Contract Time Prior to this Change Order (completion date)	30-May-26
Net Increase Resulting from this Change Order (completion date)	N/A
Current Contract Time Including this Change Order (new completion date)	30-May-26

Date: 3/9/26

The above changes are approved:

City of Newton, IA
 By: _____

Date: _____

The above changes are approved:

Contractor
 Central Iowa Excavating
 By: _____

City of Newton Council Report

**Item:**

Resolution Setting a Public Hearing for the Sale of 1219 South 4th Avenue East, Newton, Jasper County, Iowa

Summary:

Setting Public Hearing for sale of property

Financial Impact:

None, setting public hearing

Report Number: 2026-311**Date:**

March 16, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired 1219 South 4th Avenue East through the D&D program and subsequently cleared the lot. The property is available for sale and redevelopment.

In order to consider offers on said property, it is necessary to set a public hearing and publish notice. This resolution directs that action.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 1219 SOUTH 4TH AVENUE EAST IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 1219 South 4th Avenue East, legally described as: LOT EIGHT IN SCHARF'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK "B" AT PAGE 612 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

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

Section 1: That a public hearing shall be held on April 20, 2026 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on April 20, 2026, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 1219 South 4th Avenue East, legally described as: LOT EIGHT IN SCHARF'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK "B" AT PAGE 612 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on April 13, 2026, to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of 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 the Proposed Property Tax Levy for Fiscal Year July 1, 2026 – June 30, 2027

Summary:

Resolution Setting a Date For a Public Hearing on the Proposed Property Tax Levy for Fiscal Year July 1, 2026 – June 30, 2027

Financial Impact:

No Financial Impact, this action sets a Public Hearing

Report Number: 2026-187

Date:

March 16, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The 2023 Iowa State Legislature passed bill #HF718 which requires cities to hold an additional public hearing during the budget process on a proposed property tax levy. The proposed property tax levy public hearing must be held at a separate meeting from all other meetings and can be the only item discussed.

This action sets a public hearing for April 6, 2026 at 5:30pm.

Recommendation:

Staff recommends setting a public hearing on April 6, 2026 at 5:30 pm on the proposed property tax levy for fiscal year FY27.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION SETTING A PUBLIC HEARING ON THE
PROPOSED PROPERTY TAX LEVY FOR FISCAL YEAR JULY
1, 2026 – JUNE 30, 2027**

WHEREAS, HF718 requires cities to hold a public hearing on the proposed property tax levy for fiscal year July 1, 2026 – June 30, 2027; and

WHEREAS, this public hearing must be held at a separate and distinct meeting from all others and include no other city business; and

WHEREAS, this action designates April 6, 2026 at 5:30 pm in the City Hall Council Chambers as the time and place for the hearing on the proposed property tax levy for fiscal year July 1, 2026 – June 30, 2027;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that public hearing is set for April 6, 2026 at 5:30 pm on the proposed property tax levy for fiscal year July 1, 2026 – June 30, 2027.

PASSED this 16th day of March 2026.

APPROVED this _____ day of March 2026.

Randy J. Erin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 3-17-2026

Vendor	Department	Description	Amount
2 Girls with Tools	Fire	Supplies	\$ 20.00
Acushnet Company	Golf	Merchandise	\$ 9,721.75
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 4,299.70
Airgas USA LLC	Fire	Supplies	\$ 301.03
Alliant Energy/IPL	All	Utility	\$ 80,367.23
Amazon Capital Services	All	Supplies	\$ 1,653.85
American Legal Publishing Corporation	Administration	Service	\$ 199.50
Ascendance Trucks Midwest LLC	Water Distribution	Supplies	\$ 206.02
Black Clover Enterprises LLC	Golf	Merchandise	\$ 908.67
Bolton & Menk Inc	East Mart TIF/Water	Service	\$ 21,116.50
Bound Tree Medical LLC	Fire	Supplies	\$ 821.94
Brownells Inc	Police	Supplies	\$ 252.23
Caldwell Brierly & Chalupa PLLC	D & D	Services	\$ 1,383.00
Card Services	All	Services	\$ 6,120.05
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 1,650.00
Consolidated Electrical Dist	Water Treatment	Service	\$ 2,394.66
Conway Shield	Fire	Supplies	\$ 220.38
Crossroads Pipe & Grading Inc	Water Pollution Control	Service	\$ 4,900.00
D&W Tree Service	Parks	Service	\$ 900.00
Des Moines Stamp Mfg	Utility Billing	Supplies	\$ 73.00
DIAL / Spa & Pool Facility	Maytag Pool	License	\$ 105.00
DMACC - Ankeny Campus	All RESO:2020-068	Utilities	\$ 3,159.58
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 1,954.68
Drewis, Marissa Burns & Parker	Utility Billing	Refund	\$ 37.10
EZ Lease	WPC/Fire/Water Admin	Service	\$ 308.01
Fastenal	Parks	Supplies	\$ 152.63
FBI-LEEDA	Police	Service	\$ 795.00
Fisher, Mike	Police	Supplies	\$ 14.99
Forbes Office Solutions	All	Service	\$ 2,015.11
Four Points Golf Cars	Golf	Supplies	\$ 1,795.49
Galls LLC	Fire	Supplies	\$ 54.43
Garcia, Jose	Police	Service	\$ 515.00
General Traffic Controls Inc	Traffic Control	Supplies	\$ 3,140.00
Gregg Young Auto Center	Police/City Garage	Service	\$ 1,634.79
Grimes Asphalt and Paving	Street	Supplies	\$ 1,235.35
Hach Co	Water Treatment Plant	Supplies	\$ 562.09
Hawkins Water Treatment	Water Treatment Plant/WPC	Service	\$ 10,109.05
Hillyard / Des Moines	Fire	Supplies	\$ 136.44
Hometown Press	Landfill	Service	\$ 56.80
Hornung's	Golf	Merchandise	\$ 257.52
Hotsy Cleaning Systems	Parks/Snow Removal/Street	Supplies	\$ 392.00
HR Green Inc	1st Ave E TIF	Supplies	\$ 2,265.00
Hutchinson Salt Company	Snow Removal	Supplies	\$ 3,529.35
Hy-Vee Inc	Fire	Supplies	\$ 88.93
IA-AWWA	Wtr Dist/ Wtr Treat	Service	\$ 660.00
IMWCA	All	Service	\$ 28,635.11
Integrity Cleaning	Administration	Service	\$ 1,185.96

Interstate All Battery Center	Water Distribution	Supplies	\$ 27.00
Iowa Association of Municipal Utilities	Utility Bill/Wtr Treat/Wtr Dist	Service	\$ 1,333.00
Iowa Employment Conference	Administration	Training	\$ 510.00
Iowa Law Enforcement Academy	Police	Service	\$ 25.00
Iowa Park & Recreation Association	Parks	Service	\$ 875.00
Iowa Prison Industries	Street	Supplies	\$ 1,808.40
Isolved Benefit Services	P&Z/PW Admin/Street	Service	\$ 50.00
ISU Extension & Outreach Jasper County	All	Service	\$ 450.00
Jasper County Attorney	Police	Service	\$ 1,250.00
JETCO Inc	Water Treatment Plant	Service	\$ 407.50
Johnson Aviation	Airport	Reimb	\$ 55.78
Key Cooperative	All	Fuel	\$ 9,424.57
Kiesler's Police Supply	Police	Supplies	\$ 1,146.18
Kinetic Edge Physical Therapy	Parks/Landfill/Street	Service	\$ 348.00
Lopez, Jamie	Utility Billing	Refund	\$ 120.00
Magnum Automotive	Police	Service	\$ 717.69
Mahaska Bottling Co	Golf	Concessions	\$ 486.57
Maid-Rite Sandwich Shop	Executive	Supplies	\$ 180.00
Maxim Advertising	Animal Control	Supplies	\$ 24.50
MercyOne Occupational Health Clinic	Fire	Service	\$ 1,924.00
Midland Prairie Veterinary Services	Animal Control	Service	\$ 332.50
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 34,662.46
MTI Distributing Inc	Golf	Service	\$ 7,015.28
Municipal Collections of America Inc	Fire	Service	\$ 2,543.41
Municipal Supply Inc	Wtr Treat/Wtr Dist RESO:2026-018	Service	\$ 38,027.10
NAPA Auto Parts	All	Supplies	\$ 1,703.03
Newegg Business Inc	Water Pollution Control	Supplies	\$ 2,367.98
Newton Apparel	Animal Control	Supplies	\$ 66.00
Newton Main Street	Executive	Services	\$ 350.00
Newton Publications	All	Service	\$ 6,927.25
Niemann Foods	All	Supplies	\$ 99.59
OfficeMax Inc	Parks/Cemetery	Supplies	\$ 62.87
O'Reilly Auto Parts	City Garage	Supplies	\$ 179.98
Phelps Uniform Specialists	Fire/Landfill/City Center	Service	\$ 146.85
PowerPlan	City Garage	Supplies	\$ 1,877.62
Quill Corporation	City Center	Supplies	\$ 21.99
Ray, Randy	Police	Service	\$ 360.00
Riggs Printing Inc	Utility Billing/Water Distribution	Supplies	\$ 198.00
Rockford Rigging INC	Water Distribution	Supplies	\$ 824.36
Rudd Equipment Company Inc	Landfill	Supplies	\$ 1,391.43
Ryan's Tire & Auto	City Garage/Golf/Parks	Supplies	\$ 1,394.38
Shomo-Madsen-Woythaler Insurance	Golf	Service	\$ 1,171.00
Sonetics Corporation	Fire	Supplies	\$ 1,820.36
Sprayer Specialties Inc	Water Distribution	Supplies	\$ 228.43
State Hygienic Laboratories	Water Treatment Plant	Service	\$ 111.00
State Industrial Products	City Garage	Supplies	\$ 357.20
Stryker Sales LLC	Police	Supplies	\$ 150.00
Sullivan Auto Body	Tort Liability	Service	\$ 1,512.00
Summit Fire Protection	City Center	Service	\$ 321.75
T Mobile	All	Utilites	\$ 1,518.46
T2 Systems Inc	Police	Service	\$ 21.58
Telrepco	Police	Supplies	\$ 9,025.00

The Police and Sheriffs Press	Police	Supplies	\$ 20.00
Theisen's	All	Supplies	\$ 1,205.10
TK Elevator	Water Treat Plant/City Center	Service	\$ 976.87
Town & Country Wholesale Co	Golf	Concessions	\$ 1,088.34
TreviPay	All	Supplies	\$ 591.17
Trojan Technologies Corp	Water Pollution Control	Supplies	\$ 7,377.02
Two Rivers Cooperative	All	Fuel	\$ 7,488.70
United Tactical Systems LLC	Police	Supplies	\$ 1,152.00
UPH St Lukes Drug and Alcohol Testing	Street/Parks/Landfill	Service	\$ 210.00
Utility Equipment Co	Water Distribution	Supplies	\$ 113.10
Van Wall Equipment	Golf	Supplies	\$ 2,663.31
Veenstra & Kimm Inc	Building	Services	\$ 6,779.22
Watts Technologies Inc	Utility Billing	Services	\$ 300.00
Wilkening, Amy	Utility Billing	Refund	\$ 82.77
Windstream	All	Utilities	\$ 556.11
Winters, Nathan	Police	Supplies	\$ 14.97
Xerox Corporation	Executive/Police/Water Treat	Service	\$ 356.06
Z Marie's	Fire	Service	\$ 560.00
Ziegler Inc	Water Treatment Plant	Service	\$ 5,298.26
Zimco Supply Company	Golf	Supplies	\$ 3,603.47
Grand Totals:			\$ 380,693.44

Pre-Authorized Payments

AT&T Mobility	Police	Utilities	\$ 206.81
Beverage Distributors of Iowa	Golf	Concessions	\$ 477.97
Bing Bang	Com Marketing RESO 2026-004	Service	\$ 12,500.00
Black Hills Energy	All	Utilities	\$ 9,505.27
Caldwell Brierly & Chalupa Trust	D&D RESO 2025-280	D&D	\$ 19,368.60
Central Iowa Excavation	1st Ave E TIF/WPC RESO: 2025-477	Capital Project	\$ 18,923.24
Confluence Brewing Company LLC	Golf	Concessions	\$ 41.40
DIRECTV	Golf	Utilities	\$ 187.99
DISH Network	Airport	Utilities	\$ 164.12
Doll Distributing	Golf	Concessions	\$ 1,521.80
Hopkins Properties LLC	1st Ave E TIF RESO: 2026-073	Tax Rebate	\$ 13,939.00
Johnson Brothers of Iowa	Golf	Concessions	\$ 547.20
Keg 1 Iowa LLC	Golf	Concessions	\$ 465.50
Mahaska Communication Group LLC	All RESO:2025-412	Utilities	\$ 120,901.46
Maxim Trucking & Materials	Landfill RESO 2025-216	Capital Project	\$ 56,582.67
Municipal Pipe Tool Co	I&I RESO 2026-022	Capital Project	\$ 10,086.35
St Josephs Construction & Repairs LLC	Golf RESO:2025-478	Capital Project	\$ 12,746.29
T Mobile	Fire	Utilities	\$ 225.60
Windstream	City Center, Airport, & Admin	Utilities	\$ 916.62
Woodruff Construction LLC	WPC RESO 2026-023	Capital Project	\$ 118,000.00

Total: **\$ 397,307.89**

March 17, 2026 Expenses

General	\$ 185,727.36
Special	\$ 68,287.20
Other	\$ 135,118.09
Enterprise	\$ 388,868.68
Total:	\$ 778,001.33

City of Newton Council Report

**Item:**

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

Summary:

Ordinance on Proposed Adoption of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-year Non-Exclusive Electric Franchise

Financial Impact:

25 year Electric Franchise agreement with Alliant Energy that includes a 2% Franchise fee, on July 1, 2027 a 4% Franchise fee, on July 1, 2028 a 5% Franchise fee

Report Number: 2026-294**Date:**

March 16, 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, 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 2% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028.

Recommendation:

Staff recommends approval of an ordinance granting Alliant Energy a 25-year non-exclusive electric franchise agreement that includes a franchise fee.

Matt Muckler, City Administrator

**CITY OF NEWTON, IOWA
ELECTRIC FRANCHISE WITH FRANCHISE FEE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 2362, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF NEWTON, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of NEWTON, JASPER County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power; and also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

This franchise is limited to electrical service. No other services shall be provided to the public by the Company hereunder.

Section 2. The franchise will be effective for twenty-five(25) years from and after the date of Company's written acceptance of this franchise (the "Effective Date"). The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Either party may exercise an option to amend the franchise by providing the other party written notice setting forth its proposed amendments no more than 180 days nor less than 90 days prior to tenth anniversary of the Effective Date. The purpose of this notice is to expedite discussions between the Company and the City and shall not be an exclusive list of the first party's issues. Upon delivery of such notice, the City and Company shall meet to attempt to consider the proposed amendments. If the City and Company are unable to agree to amend the ordinance and address other issues by the tenth anniversary of the Effective Date,

either party may terminate the franchise agreement effective on the tenth anniversary of the Effective Date.

If the franchise agreement is not terminated on or before the tenth anniversary of the Effective Date, or no written request to amend or terminate the franchise is delivered by either party to the other between 90 and 180 days prior to tenth anniversary of the Effective Date, the franchise will continue for another fifteen (15) years.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

The Company shall obtain a no-cost R.O.W. Excavation Permit from the City for work in the public right-of-way. In cases of emergency, the Company may complete the needed work and obtain the required no-cost permit within two business days of beginning the emergency work.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide, without charge to the Company, a reasonable alternative location for the Company's facilities as part of its relocation request. The City's obligations under this paragraph shall include paying all costs to procure any necessary easements.

Should the City desire to install banners or flags on Company poles, the City shall submit to the Company said request on the applicable Company form. Said installations, if approved by the Company, shall comply with the Company's banner and flag attachment policy.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 7. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Commission, as well as all applicable codes and standards referenced therein.

Section 8. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable

regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Commission regulatory standards for reliability.

Section 9. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event, service shall be resumed as quickly as is reasonably possible.

Section 10. There is hereby imposed a franchise fee of two percent (2%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The franchise fee shall become effective upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Commission; provided, however, that such fee shall increase to Four percent (4%) effective July 1, 2027; and to Five percent (5%) effective July 1, 2028. The Company shall begin collecting the franchise fee increases for each effective date upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Commission.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 11. Either City or Company may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the nonbreaching party that additional time is needed, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be

in breach of this franchise if it has operated in compliance with state or federal law, or if the alleged breach is the result of the actions of a third party or the other party. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms. Neither party shall be excused from performing in accordance with this franchise due to the failure of the other party to insist upon or seek compliance with the franchise terms.

Section 12. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 13. The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against any and all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its system. However, the Company shall not be obligated to defend, indemnify or hold harmless the City for any costs or damages to the extent arising in whole or part from the negligence of the City, its officers, employees or contractors.

Section 15. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the NEWTON City Council on the _____ day of _____, 2026.

Randy J. Ervin, Mayor

Attest:

Katrina Davis, City Clerk

(CITY SEAL)

City of Newton Council Report

**Item:**

Public Hearing on Proposed Adoption of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

Summary:

First Consideration of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa

Financial Impact:

Ordinance implementing a franchise fee with Energy Providers (Black Hills Energy) Operating in the City of Newton that includes a 2% Franchise fee, on July 1, 2027 a 4% Franchise fee, on July 1, 2028 a 5% Franchise fee

Report Number: 2026-295**Date:**

March 16, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton wishes to establish a franchise fee on energy providers (Black Hills Energy). In order to institute this fee with Black Hills Energy, an ordinance must be approved by City Council. The proposed franchise fees would be 2% after receipt of written approval by the Iowa Utilities Commission, 4% on July 1, 2027, and 5% on July 1, 2028.

Recommendation:

Staff recommends approval of an ordinance establishing a franchise fee on Energy Providers (Black Hills Energy) in the City of Newton.

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

Matt Muckler, City Administrator

Ordinance No. _____

**An ordinance establishing a franchise fee on Energy Providers operating in
the City of Newton, Iowa**

Be it ordained by the City of Newton, Iowa:

Section 1. The City of Newton, Iowa, (hereinafter referred to as the “Municipality”) hereby establishes a franchise fee on every natural gas or electric company and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing a natural gas or electric plant or system and/or generating, manufacturing, selling, distributing or transporting natural gas or electric (hereinafter referred to, collectively, as “Energy Providers,” each, individually, an “Energy Provider”). Energy Providers shall collect from their customers located within the corporate limits of the Municipality as depicted on the Map (as defined below) and pay to the City an amount equal to Two percent (2%) of gross receipts Energy Providers derive from the sale, distribution or transportation of natural gas or electric delivered within the present limits of the Municipality. The Energy Providers shall begin collecting the franchise fee upon the effective date of the required tax rider tariff as approved by the Iowa Utilities Commission; provided, however, that such fee shall increase to four percent (4%) effective July 1, 2027; and to five percent (5%) effective July 1, 2028. The Energy Providers shall begin collecting the franchise fee increases upon the effective date of the required tax rider tariff as approved by the Iowa Utilities Commission. Gross receipts as used herein are revenues received from the sale, distribution or transportation of natural gas or electric, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

Section 2. The amount paid by Energy Providers shall be in lieu of, and Energy Providers shall be exempt from, all other fees, charges, taxes or assessments which the Municipality may impose for the privilege of doing business within the Municipality, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Municipality imposes any such fee, charge, tax or assessment, the payment to be made by Energy Providers in accordance with this Ordinance shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Energy Providers. Ad valorem property taxes imposed generally upon all real and personal property within the Municipality shall not be deemed to affect Energy Providers’ obligations under this Ordinance.

Section 3. Energy Providers shall report and pay any amount payable under this Ordinance on a quarterly basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the City of Newton, Iowa, to an Energy Provider.

Section 4. Energy Providers shall list the franchise fee collected from customers as a separate item on bills for utility service issued to their customers. If at any time the Iowa

Utilities Commission or other authority having proper jurisdiction prohibits such recovery, Energy Providers will no longer be obligated to collect and pay the franchise fee until an alternate lawful franchise fee can be negotiated and implemented. With prior written approval of the City Council by resolution, Energy Providers may reduce the franchise fee payable for natural gas or electric delivered to a specific customer when such reduction is reasonably necessary to attract or retain business within the Municipality, provided such reduction is supported by documented economic development findings and implemented pursuant to a written agreement approved by the City Council.

Section 5. Within ten (10) days of the date of this ordinance, the Municipality shall provide the Energy Providers with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Energy Providers in determining whether their customers reside within the Municipality's corporate limits. The Map along with Energy Provider's Geographic Information System ("GIS") mapping information shall serve as the sole basis for determining Energy Provider's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Municipality's corporate limits are changed by annexation or otherwise, it shall be the Municipality's sole responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Energy Providers. An Energy Provider's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area, or (b) such time after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area as is reasonably necessary for such Energy Provider to identify the customers in the annexed area obligated to pay the franchise fee.

Section 6. The City shall provide copies of annexation ordinances to Energy Providers on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the city as set forth in Section 4 above.

Section 7. The Municipality shall have access to and the right to examine, during normal business hours, Energy Provider's books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that the Municipality shall not exercise such right more than twice per calendar year. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by an Energy Provider shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by an Energy Provider shall be deducted from the next payment of such franchise fee due by such Energy Provider to the Municipality. Neither party shall have the obligation to correct a mistake that is discovered more than three (3) years after the occurrence thereof.

Section 8. Any and all Ordinances or portions thereof which are in conflict herewith are hereby repealed.

Section 9. This Ordinance shall take effect and be in force from and after its passage and publication according to law.

Section 10. Passed and approved by the city council of the City of Newton, Iowa, on this _____ day of _____, 2026.

Mayor Randy J. Ervin

Attest:

Clerk of City of Newton, Iowa

City of Newton Council Report

**Item:**

Second 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: 2026-198**Date:**

March 16, 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:**

Second 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: 2026-306**Date:**

March 16, 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

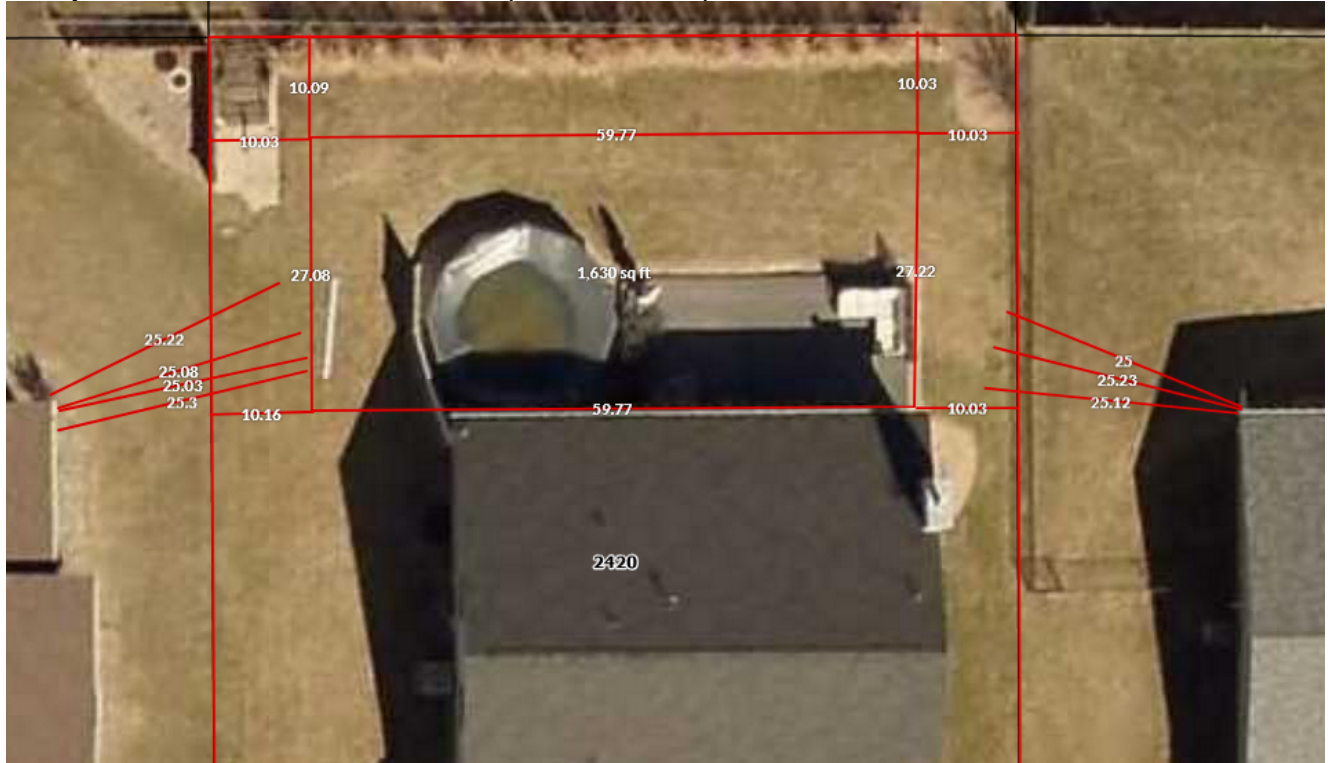


Figure 1: This picture shows the area in which the chicken enclosures could be located. This picture shows the required 10 feet distance from each of the property lines, along with the 25 feet setback from any neighboring residential dwelling.

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

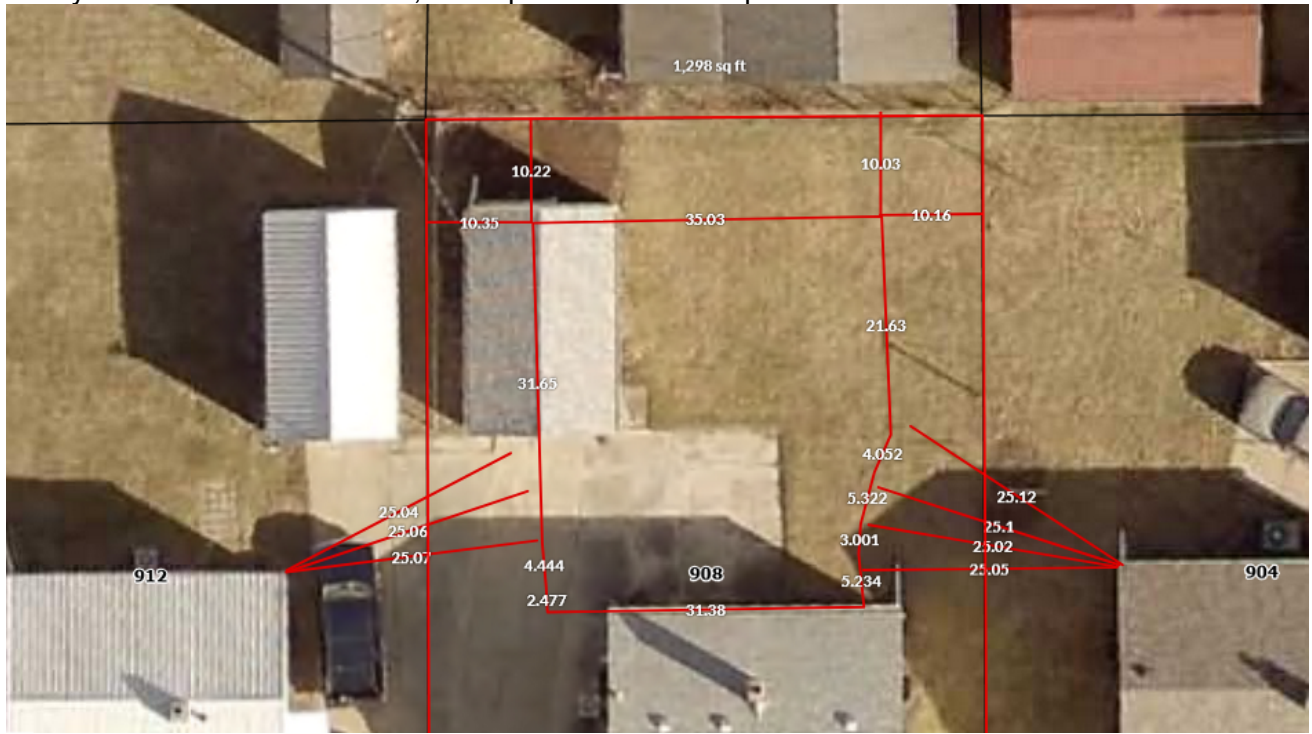
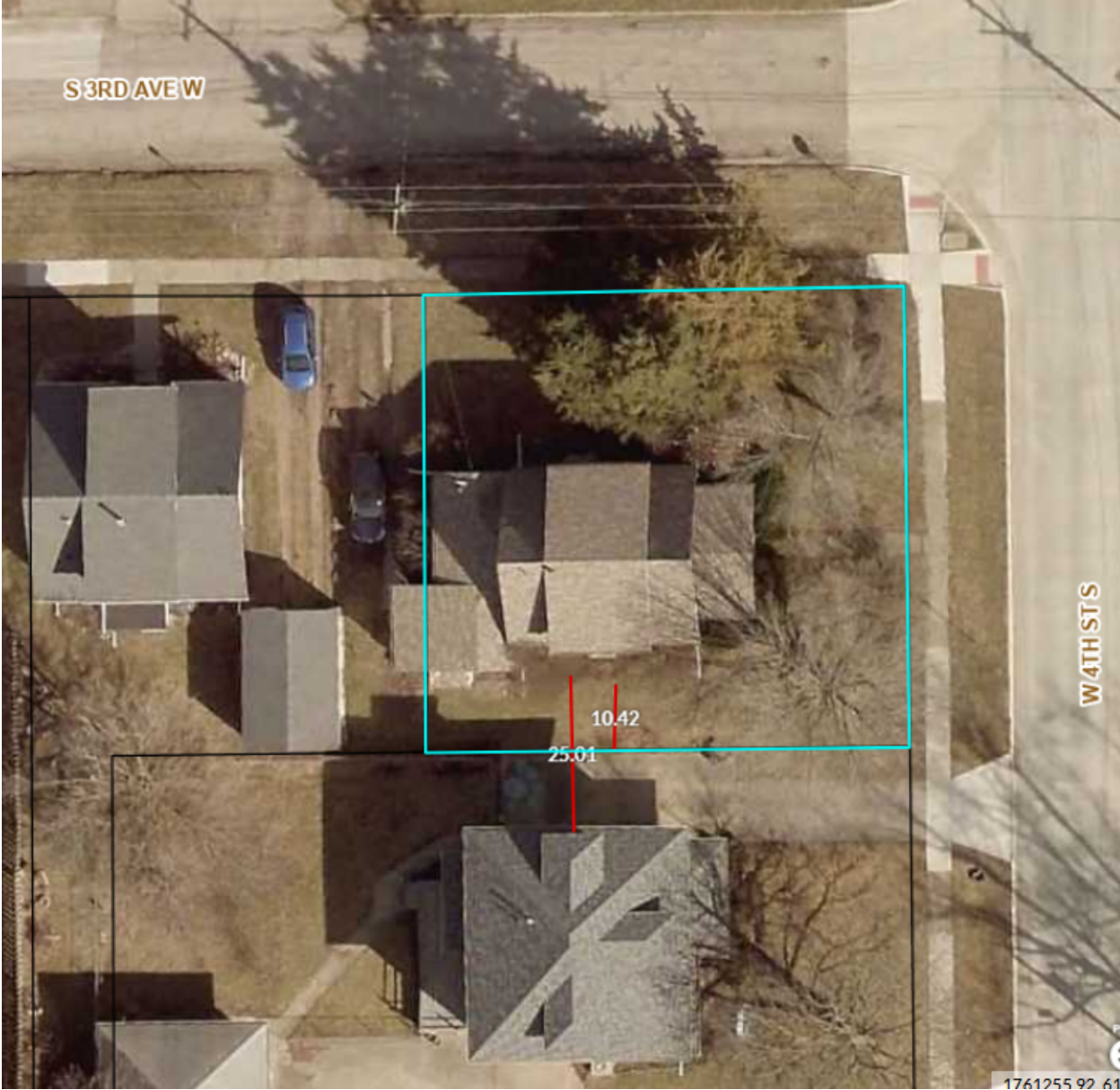


Figure 3: The photograph above shows the area in which the chicken enclosures could be located. This picture shows the required 10 feet distance from each of the property lines, along with the 25 feet setback from any neighboring residential dwelling. As can be seen at the top of this photograph, the 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:**

Resolution approving Eagle Scout Project at Maytag Park

Summary:

Approving Eagle Scout project for 5K course trail blazing and signage

Financial Impact:

\$0, paid for by private contributions

Report Number: 2026-307**Date:**

March 16, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

In addition to providing service and fulfilling the part of the Scout Oath, "To help other people at all times," one of the primary purposes of the Eagle Scout service project is to learn leadership skills, or to improve or demonstrate leadership skills you already have. Related to this are important lessons in project management and taking responsibility for a significant accomplishment (scouting.org). Noah Tremel proposes a project in Maytag Park that will result in a 5K running course being trailblazed throughout the park.

At their meeting on February 9th, the Park Board approved a motion directing staff to work with the Eagle Scout to fine tune the 5K course and recommended approval to the Newton City Council.

Staff is supportive of the project and will work with the Eagle Scout to ensure the project provides benefit to the community while not impacting the overall ambiance of the park or negatively impacting operations.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING EAGLE SCOUT PROJECT AT
MAYTAG PARK**

WHEREAS, Noah Tremel proposes an Eagle Scout project to establish a 5K running course at Maytag Park; and

WHEREAS, at their February 9, 2026 meeting, the Newton Park Board has recommended approval of the project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Eagle Scout Project consisting of trailblazing and signage for a 5K running course at Maytag Park is hereby approved, and that the Eagle Scout shall coordinate with City of Newton Parks Operations Superintendent on the final installation and design details.

PASSED this ____ day of March, 2026.

APPROVED this ____ day of March, 2026.

(SEAL)

Randy J. Ervin, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution updating the Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery and Fee Schedule

Summary:

Amending Cemetery Rules & Regulations and fees to improve operations and cost-effectiveness

Financial Impact:

None, cost effectiveness measures

Report Number: 2026-308**Date:**

March 16, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

After analyzing the current cemetery operations, it is necessary to amend the Cemetery Rules & Regulations pertaining to internment times. Late in the day burials create potential safety hazards with staff often finalizing covering the grave in twilight or dark hours of the day. Limiting burials to Monday-Saturdays and not on City Holidays is a cost-effectiveness measure that will have minimal impact to service to the public, but result in less overtime paid to City staff.

Additionally, the adjustments to the fee schedule establish a late arrival fee while removing the \$100 closing after 2:30 pm fee and the Sunday and Holiday fees. The changes begin on Page 5 of the Cemetery Rules and Regulations document (attached), and the fee adjustments are shown on the fee schedule (attached).

The new proposed internment hours will be:

Monday through Friday: 8:30 AM to 2:00 PM

Saturday: 8:00 AM to 1:00 PM

Exceptions to the "No Burials on Holidays or Sundays" may be granted by Community Development Director/Designee if an unreasonable hardship has been established or by Order of the Board of Health.

The late arrival fee has been added, and language regarding fees for scenarios where special permission has been granted (Sunday/Holiday).

Finally, it was identified that language regarding the spread of ashes on cemetery grounds was missing from the rules and regulations, and this amendment addresses that concern.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION UPDATING THE CEMETERY RULES AND REGULATIONS FOR UNION CEMETERY AND MEMORIAL PARK CEMETERY AND FEE SCHEDULE

WHEREAS, it is necessary to amend the cemetery rules and regulations and the fee schedule to address hours of internment, spreading of ashes, and late fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that rules and regulations as shown in Attachment A and the fee schedule as shown in Attachment B are hereby approved and effective immediately.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Cemetery Rules and Regulations Union Cemetery & Memorial Park Cemetery Newton, Iowa

(Approved - August 4, 2025)

Forward

It is the desire of the City of Newton to continue to make Union Cemetery and Memorial Park Cemetery a quiet, beautiful place and a symbol of love and faith. To this end and for the mutual protection of the interment rights of others, the following rules and regulations have been adopted by the City Council of the City of Newton, Iowa, as the rules and regulations of Union Cemetery and Memorial Park Cemetery.

All lot, niche or crypt owners of interment rights; visitors within the Cemetery; and all lots, niches, or crypts sold shall be subject to these rules and regulations, amendments, or alterations. Reference to these rules and regulations in the certificate of interment rights to a lot shall have the same force and effect as if set forth in full therein.

It is the duty of the City of Newton to preserve the rights conferred on them under the laws of the State of Iowa for insuring the stability of improvements, the orderly upkeep of the grounds, a respectful manner of interment, and proper observance of the sacredness of the Cemetery.

The City reserves, at its option, to temporarily suspend or modify any rule or regulation; and such temporary suspension or modification shall not be construed as affecting the general application and enforcement of such rules. In the event that questions or disputes arise due to conflicting, unclear, or otherwise ambiguous interpretations of these rules and regulations, the City Administrator, or their designee, shall reserve the right to issue a clarification or determination on any said question or dispute.

Section 1. Definitions:

Cemetery Office: The term "Cemetery Office", if used in this document, shall mean the Community Development Office maintained at 303 W 4th St N, Suite 501, Newton, Iowa.

a) Cemetery: The term "Cemetery" is hereby defined as Union Cemetery located at 1601 W 4th St N, Newton, Iowa and/or Memorial Park Cemetery located at 2710 1st Ave E, Newton, Iowa; one or both to include a burial park for earth interments, a mausoleum for vault or crypt interments, and a columbarium for cremains interments or a combination of one or more than one thereof.

Columbarium: A structure for above ground placement of ashes of cremated remains.

Community Development Office: The term "Community Development Office" shall mean the Office of the Community Development Director located at 303 W 4th St N, Suite 501, Newton, Iowa.

Crypt: A chamber in a mausoleum.

Deed: The original conveyance of interment rights given by the City of Newton to the original purchaser. The use of "Deed" has been replaced with "Interment Rights".

Domestic Animal: The term shall mean every tame member of the animal kingdom other than the genus and species Homo sapiens.

Interment Rights: The right to inter human remains in a particular interment space in the cemetery. This definition was formerly referred to as “Deed”. **Lot:** The term “lot” shall apply to numbered divisions as shown on the plat maps.

Mausoleum: A stone structure for above ground interment.

Management: The term “Management” shall mean the person or persons duly appointed by the City of Newton for the purpose of conducting Cemetery business and administering the Cemetery rules and regulations.

Memorial: The term “Memorial” shall include the monument, grave marker, headstone, and/or private mausoleum to include foundation and all attachments for family or individual use.

Niche: A place to put cremated remains above ground located in a columbarium.

Owner: Person whose name appears on original “Deed” or “Interment Rights”. Also referred to as “legal owner”.

Perpetual Care: The term “Perpetual Care” shall be construed to mean the obligation which the City of Newton assumes each year to expend the net annual income of the perpetual care endowment set aside for the lot in furnishing such care as mowing and maintaining the grass, raking and cleaning the lot, and filling of sunken graves. Where the income is sufficient it may be used in the perpetual care of avenues, alleys, fences, buildings and grounds in general.

Purchaser: Person who originally purchased lot whose name appears on the “Deed” or “Interment rights”.

Space: The term “space” shall apply to an area of sufficient size to accommodate one interment. “Space” shall be determined by the type of burial; i.e. adult, infant, ashes. Size of the space needed shall be determined by the City. Sometimes referred to as a “section”.

Section 2. Perpetual Care:

- a) At the time of purchase of interment rights in the Cemetery, a portion of the fee paid shall be for the perpetual care of the cemetery lot. Monies to pay for the perpetual care shall be placed in a Perpetual Care fund. This fund is an irrevocable trust from which deposits cannot be withdrawn, and the income from said fund shall be used by the City of Newton for the maintenance, repair, and care of the Cemetery.
- b) Amounts paid for perpetual care shall be set by Resolution of the City Council in accordance with Iowa Code 523I. Payments made for the purchase of a cemetery lot shall first be credited to the Perpetual Care fund.
- c) Perpetual care payments cannot be withdrawn from this irrevocable trust, even in the event of cancellation.

Section 3. Purchase of Interment Rights:

- a) The interment rights for all lots, niches, or crypts sold and the use of such lots, niches, or crypts is subject to the rules and regulations of Union Cemetery and Memorial Park Cemetery now in

effect or any amendments thereto. Any statements of employees or agents, unless confirmed in writing by the City Council, shall in no way alter said rules and regulations.

- b) Cost of cemetery lots, niches or crypts, interment rights, perpetual care, burials, and all cemetery operations shall be set by Resolution of the City Council.
- c) Individuals purchasing cemetery lots will be advised that the perpetual care for these lots is to be paid at the time of the purchase. Any monies paid to the City of Newton for the purchase of a cemetery lot, niche, or crypt shall first be credited to the cost for the perpetual care.
- d) Cemetery lots, niches, or crypts must initially be purchased at the Community Development Office.

Section 4. Ownership Rights of Interments:

- a) The surviving spouse of the lot, niche, or crypt owner shall have the first right of interment or to direct the right of interment for remaining open spaces.
- b) Additional cremation burial will be allowed on same space as deceased owner for current spouse or biological/adopted children of deceased buried in space but not to exceed cemetery regulations for maximum burials. Heirs of such owner, by written agreement filed with the City, may determine the right of interment or direction for interment for this additional cremation burial.
- c) In the event the owner had not arranged for further interments, then the devisee or heirs of such owner, by written agreement, may determine the right of interment or direction for interment for remaining open spaces. Said agreement shall be filed with the City. If there is no parent or child surviving the deceased person, the right of interment therein shall go to the next heirs at law of the deceased owner as specified by the statutes of descent. (See Section 633.1 *et seq.* of the *Code of Iowa*.)
- d) If the owner of a lot, niche, or crypt gives permission for others to be buried on remaining open spaces on the lot, niche, or crypt; this permission must be given in writing to the Community Development Office, and the owner's signature shall be notarized.
- e) The certificate of interment rights to a cemetery lot, niche, or crypt invests in the owner the right to use such lot, niche, or crypt for burial of the human dead only.
- f) If a lot, niche, or crypt owner wishes to relinquish ownership of a cemetery lot, niche, or crypt in Union Cemetery or Memorial Park Cemetery, a transfer can be made by the owner by surrendering the original certificate of interment rights along with a notarized letter listing the terms of sale, and paying the lot transfer fee. The City will then issue a new certificate of interment rights to the new owners of lots, niches, or crypts or parts of lots so transferred. A Lot/Niche Transfer fee for each transfer will be made to the City of Newton, and no transfer or sale is valid until entered on the cemetery records at the Community Development Office. If original deed is not returned, the City cannot issue a new certificate of interment rights but can place a notarized letter from the owner in our records indicating the name, address and spaces they were given to use.
- g) If the owner of a cemetery lot, niche, or crypt requests a transfer of a lot, niche, or crypt from one section of the Cemetery to another section of the Cemetery, a Lot/Niche Transfer fee shall be paid by the owner to cover the cost of the transfer. A transfer may be made only by the original owner by surrendering the original certificate of interment rights and there must not have been

any interments placed in the spaces. If an increase in the sale price has been made since the original lot, niche, or crypt was purchased, the owner shall be required to pay the difference between the original lot, niche, or crypt price and the current lot, niche, or crypt price.

Section 5. Lot Care:

- a) Perpetual care shall include the cutting of grass at reasonable intervals, seasonal herbicide applications as needed, the raking and cleaning of the grounds, and the pruning of shrubs and trees that may be placed by the management.
- b) The general care or perpetual care assumed by the City of Newton shall in no case mean the maintenance, repair, or replacement of any memorial, tomb, columbarium, or mausoleum placed or erected upon lots, nor the doing of any special or unusual work in the cemetery, including work caused by the impoverishment of the soil, nor does it mean the reconstruction of any marble or granite work on any section or lot, or any portions thereof in the cemetery caused by the elements, an act of God, common enemy, thieves, vandals, accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral other than as herein provided.

Section 6. Rules for Visitors:

The cemetery grounds will be open to public, typically from sun-up to sundown daily, or as established by City Council resolution. Rules and Regulations regarding use of the cemetery grounds are set by resolution of the City Council. The following rules apply:

- a) No Loud or boisterous talking.
- b) No Idling or loafing on the grounds or in any of the buildings.
- c) No refreshments, food or drink are allowed in the cemetery unless a part of the burial ritual.
- d) No smoking, vaping, or use of tobacco products.
- e) No dogs in burial blocks on cemetery grounds. This rule shall not apply to certified animals assisting persons with disabilities.
- f) No firearms allowed in the cemetery except for a military funeral only.

Section 7. Privileges & Restrictions:

- a) No owner of any domestic animal, whether such animal is leashed or unleashed, shall cause or permit such animal, by action or inaction, to be in or within cemetery burial blocks owned or operated by the City at any time. This prohibition shall not apply to certified animals assisting persons with disabilities.
- b) The driving of vehicles on cemetery grounds at a speed greater than 10 mph is prohibited.
- c) Driving any motor car or other vehicles across or upon any grave, lot or lawn, or parking or leaving the same thereon is prohibited; except in the case of equipment or vehicles operated by the City for normal Cemetery maintenance operations.
- d) No lot, niche, or crypt shall be used for any other purpose than for the burial of the human dead.
- e) The City reserves the right to:

- i. Enlarge, reduce, replat or change the boundaries or grading, including the right to modify or change the location of or remove or re-grade roads, drives, or walks, or any part thereof.
 - ii. Lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, etc.
 - iii. Use cemetery property not sold to individual plat owners for cemetery purposes.
 - iv. Perpetual right and control of ingress and egress over lots for the purpose of passing to and from other lots.
 - v. The City reserves, and shall have the right to correct any errors that may be made in making interments, disinterments, or removals or in the description, transfer or conveyance of any interment property, either by canceling such conveyance or by replacing with a similar location, as may be selected by the City, or in the sole discretion of the City, or by refunding the amount of money paid on account of said purchased. In the event an error involves the interment of the remains of any person in such property, the cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.
- f) Descriptions of lots shall conform to the cemetery plats which are kept on file with the City in the Community Development Office.

Section 8. Interments & Disinterments:

a) The cemetery will open for interments from 7:30 am to 2:30 pm daily Monday thru Friday and on Saturday from 8:00 am to 1:00 pm. Additional fees shall apply for weekdays after: 2:30 pm, Saturday, A late fee of \$50 per 30 minutes to be assessed when interment does not start at scheduled time. Additional fees shall apply to Saturday burials or interments. See Section 14. – Fees.

a)b) There will be no burials or interments scheduled on Sundays, and or City holidays burials or interments. See Section 14. – Fees.

b)c) The following holidays are observed by the City of Newton:

- | | |
|-----------------|---|
| ▪ Good Friday | ▪ Thanksgiving Day |
| ▪ Memorial Day | ▪ the day after Thanksgiving |
| ▪ July 4th | ▪ Christmas Day |
| ▪ Labor Day | ▪ New Year’s Day |
| ▪ Veteran’s Day | ▪ City Floating Holiday (occurrence varies – as set by the Mayor) |

Exceptions may be made where an unreasonable hardship may be caused or by order of the Board of Health and will need written consent of the Community Development Director and/or his/her designee. Special interments made by this cause will require additional charge which shall be double the weekday rate. See Section 14. – Fees.

e)d) All funerals on entering the cemetery shall be under the charge of the cemetery management and once a casket containing a body is within the confines of the cemetery, no

funeral director nor his embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased, or an order signed by a Court of Competent Jurisdiction.

d)e) _____ All orders for interments in lots, niches, or crypts must be signed by the owner of the lot, niche, or crypt or the owner's legal representative. When this is impossible because of illness or other reasonable cause, text message, email, fax or telephone permission will be accepted but will make the person calling responsible and any change of location made after the opening is begun shall be at the expense of the lot, niche, or crypt owner. Should the lot, niche, or crypt owner fail or neglect to make such designation, the cemetery reserves the right to make interment in accordance with normal cemetery procedure. The cemetery assumes no responsibility for any error in such location and an additional charge will be made for any change requested.

e)f) If cemetery management receives direction from a lot, niche, or crypt owner or funeral home to open a grave site, and then a change is made after the site is opened, an additional charge will be assessed to the owner or funeral home making the initial request.

f)g) Cemetery personnel or designated contractual services hired by the City of Newton will be the only workers permitted to open and close graves. Others may be allowed to observe or participate in a ceremonial manner as approved by the Cemetery Management on a case-by-case basis.

h) _____ No bodies shall be buried or interred within or on any lot, niche, or crypt in the cemetery unless previous arrangements have been made with, and permission given, by the cemetery. Persons requesting openings will be responsible for payment of work.

g)i) [The City prohibits spreading of ashes above ground.](#)

h)j) Lots, niches, or crypts shall not be used for any other purpose than the burial of human remains and shall be for members of the family only, except where written permission of the owner is filed with the City.

i)k) Burials shall conform to all applicable State of Iowa codes, regulations, and guidelines.

j)l) Graves for adults shall not be less than 5' deep, and for children not less than 3' deep. All graves shall be dug by cemetery personnel or by contracted services hired by the City, and shall be paid for in advance, or guaranteed by the undertaker in charge in writing.

k)m) _____ In all areas except designated Veteran's blocks, the interment of multiple bodies in one lot or space, up to a total of two bodies in either combination of one adult casketed remains and one additional cremation remains or two cremation remains, shall be permitted, as long as adequate or useable space exists, as determined by the City. Said multiple burials shall all be of one family unit, and could also include separate casketed parent and casketed child burials, or two separate casketed child burials, also if space exists as determined by the City.

l)n) To eliminate sunken graves caused by the collapse of wooden outer containers, it is required that all burials must be made in outer receptacles made of reinforced concrete.

m)o) _____ The use of surface burial vaults is prohibited.

n)p) _____ All charges for interments or services in connection therewith, shall be paid at the Community Development Office and payment of any and all indebtedness due the cemetery must be arranged for before interment is made.

o)q) _____ The right is reserved by the City to require at least two business days advance notice prior to any interment. Additional notice of three business days required during the months of December through March or if adverse conditions exist, i.e. heavy snow, frozen ground, etc. All

interments and disinterments must be made in the manner, and upon the charges fixed by the City.

p)r) The cemetery will not be liable for the interment permits nor for the identity of the person sought to be interred.

q)s) _____ Disinterments will be made in the manner prescribed by the Laws of the State of Iowa. A written request for disinterment, with the proper permit as required by Iowa state law attached, must be filed with the Community Development Office at least one week prior to any disinterment. Graves will be re-opened for inspection only for investigation. Removal of bodies from graves shall be made only between April 1 and November 1, and the work shall be performed by cemetery employees and paid for in advance.

Section 9. Floral Decorations, Plantings, & Other Decorative Items:

- a) The cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to maintain hanging baskets or urns of plants.
- b) The cemetery encourages the use of floral tributes on the graves of loved ones, however, the beauty and continuity of the cemetery depends on the cooperative efforts of all families who have loved ones in the cemeteries care.
- c) Clean-up Times will be: The 1st full week of April and the 1st full week of October weather permitting. During this clean-up City Cemetery staff will remove all cemetery decorations that have been placed on burial spaces. Persons who have left decorations that they would like to keep must remove them prior to the dates listed above. All decorations not permanently attached to a headstone or the foundation left after the start of clean-up will be removed and thrown out. Once clean-up week is over the public will again be able to place decorations until the next removal period begins.
- d) Flower Regulations: Fresh cut flowers and artificial bouquets when set into the permanent containers/vases on the foundations will be permitted at all times. Permanent containers/vases must be made of granite, bronze or aluminum. No glass containers allowed. Flowers/bouquets will be removed when they become unsightly. Flowers stuck in the ground will not be permitted. The City assumes no liability for damage to fresh flowers and plants caused by periodic spraying of weeds, mowing or weed eating.
- e) Plantings: Trees, bushes, flowers or any other live plants are not permitted on or around the burial space.
- f) No benches, hedges, fences, landscape edging or enclosures of any kind will be permitted on or around burial plots.
- g) Donations of trees, plantings or benches can be made to the cemetery with the approval of the Community Development Director or their designee. All donated items will be purchased and installed by City staff upon completion of the donation information form and payment of all related costs by the donor. Installment dates, location, bench style and plant/tree species will be determined by the Community Development Director or their designee. All donated items become the property of the City. The City will make every effort to maintain donated items, but will not guarantee survival or replacement if damaged. Due to space restrictions, the City reserves the right to limit the number of donations accepted.
- h) Regulations Regarding Items Other Than Flowers: The permanent placing of toys, boxes, ornaments, and similar articles may ONLY be located on the foundation of the monument.

Glass objects are not permitted. Such items must be permanently attached to the foundation and can exceed no more than 12" in height and are limited to no more than 2 items per monument. A metal, single stem flag holder no more than 30 inches above ground surface is allowed if placed adjacent to the foundation. Flags can be placed in the flag holders and shall not extend more than 36 inches above the ground surface. A single shepherd's hook, no more than 42 inches in height, may be placed immediately adjacent to the foundation with one hanging basket allowed. The City of Newton is not responsible for these items and if items are placed in areas other than in the permanent container on the monument, the City reserves the right to remove the items not in compliance with regulations.

- i) A single wreath or bud vase (not both) is permitted on a niche space at the columbarium provided the following criteria are met:
 - The wreath may be no more than 8" diameter and must be centered on the niche so that it does not cross or extend beyond the boundary of the niche. If any decoration, or portion thereof, is observed to extend beyond the boundaries, the City of Newton will remove the decoration, but not the mounting apparatus. Families understand that mounting apparatus may cause damage to the plaque and that the City of Newton is not responsible in the instance that mounting apparatuses fail or fall from the niche.
 - The single bud vase, mounted to the niche plaque at the columbarium, is permitted provided the bud vase shall be ordered through the City of Newton Parks Office to ensure consistent size, design, and material (bronze). The bud vase shall be installed by the City of Newton Parks Staff.
 - The bud vase shall be mounted in such a manner that the vase and its contents do not extend beyond the boundary of the niche.
- j) Artificial wreaths and evergreen blankets are permitted between November 1st and the first clean-up of each calendar year which occurs the first full week in April.
- k) The City of Newton does not assume any responsibility for the loss or damage of any floral decorations, other memorials or their containers.

Section 10. Marker/Monument Regulations:

To perpetuate the beauty and continuity of the cemetery, the City reserves the right to enforce all rules and regulations here set forth and others that might seem necessary for a particular situation.

- a) All memorial work must be approved by the City as to material, design, inscription and location on the lot.
- b) Any unauthorized memorial work will be removed from the grave at the expense of the monument company until proper arrangements have been made at the Community Development Office.
- c) No memorial work will be allowed on lots or graves until all cemetery obligations to the City are paid in full.
- d) In the event that a lot is purchased for multiple burials, only 1 marker per single lot is allowed. A "monument" may be a "Head Marker" (single stone), a "Flush Marker" (single stone set flush to the ground), or a "Companion Marker" (a single or double stone with more than one name inscribed).
- e) See Section 11 and Section 12 for marker/monument regulations specific to both Union Cemetery and Memorial Park Cemetery.

- f) Only granite or bronze will be permitted in all memorial work.
- g) Any memorial work not approved by the City and not meeting the criteria set forth in this section shall be removed at the expense of the contractor.
- h) Striving for surroundings of peace and beauty as a setting for memorial work prohibits advertising of any description within the cemetery. However, a small emblem or insignia inconspicuously located on the memorial will be permitted.
- i) No monument will be permitted without prior approval of the City. All foundations shall comply with City specifications or be subject to removal. Monument size and foundation specifications are stated in Appendix "A" to this document. Lot location and inspection costs for foundations are set by Resolution of the Newton City Council. It shall be the responsibility of the individual or company selling the monument to pay for this fee.
- j) Cemetery management will flag the dedicated lot to show the monument salesperson or monument company representatives where the marker is to be placed.
- k) Cemetery personnel will only set the foundation for a Veteran's headstone not located in a designated Veteran's block; the funeral home who handles the burial will be billed. The price of setting is set by Resolution of the City Council. These foundations may also be set by monument companies in accordance with Cemetery rules and regulations.
- l) Cemetery personnel will not help unload or place any markers for the salesperson.
- m) All monument salespersons are to contact the cemetery management before constructing or pouring foundations on any lot in the cemetery.
- n) All monument companies will keep an up-to-date list of all foundations and markers delivered to the Cemetery, and provide same to cemetery management on a yearly basis.
- o) After a salesperson has been billed for the setting of a marker, if the bill is not paid within 30 days, the City has the right to refuse to let anyone else set any markers for this salesperson until all bills are paid.
- p) The temporary marker provided by the funeral directors are assumed to be short lived and the City assumes no responsibility for them.

Section 11. Marker/Monument Regulations for Union Cemetery:

- a) In all Blocks except designated Veteran's Blocks, markers shall not exceed 22" in height.
- b) In all Blocks except designated Veteran's Blocks two-piece markers or monuments will be allowed.
- c) All markers must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- d) No markers allowed at foot of graves in all Blocks and designated Veteran's Blocks.
- e) Military markers not located in the Veteran's Blocks are required to have a foundation. Markers shall be placed in the area of a normal setting.
- f) Military markers located in designated Veteran's Blocks shall be marked with one Government Issue, flat, gray granite Veteran's marker 24 inches in length, 12 inches in width and not less than four, nor more than six inches thick, or a like marker obtained from other sources.
- g) No permanent vases are allowed to be put in the Veteran's section.

Section 12. Marker/Monument Regulations for Memorial Park Cemetery:

- a) Markers shall be flush with the ground and must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- b) No markers allowed at foot of graves.
- c) Monument size and foundation specifications are stated in Appendix "A" to this document

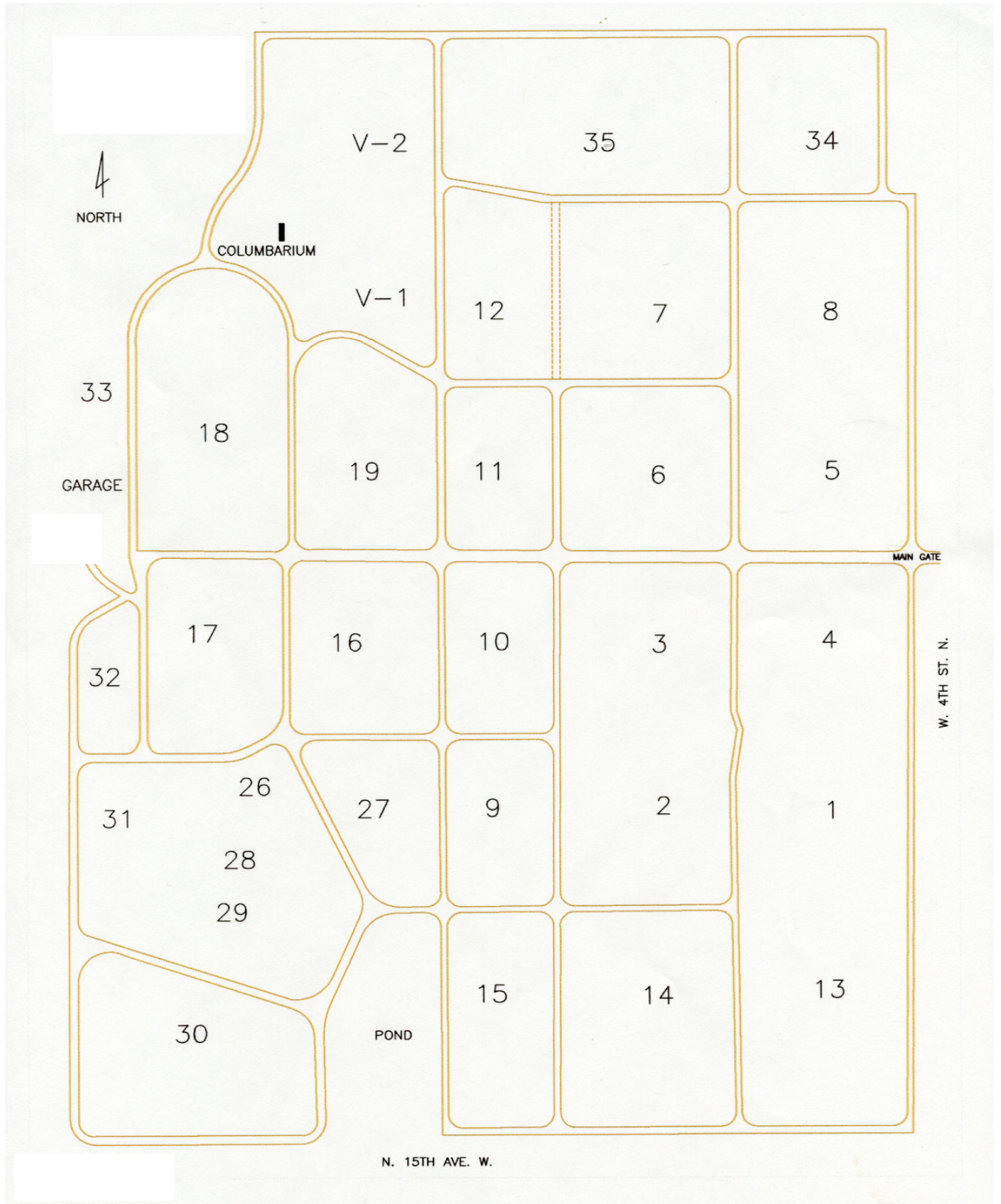
Section 13. Columbarium Rules & Regulations:

- a) One burial of ashes per single niche and two per double niche.
- b) All Bronze nameplates will be ordered by the Community Development Office. Cemetery personnel or a monument company, under the supervision of the City of Newton, will place the nameplate.
- c) All opening and closings of niches shall be made under the direction of the City.
- d) All interments and disinterments shall be done in accordance with Section 8 of this document.
- e) No flowers or objects shall be placed on or around the Columbarium and will be subject to removal by cemetery personnel. The City of Newton is not responsible for the theft or loss of any objects placed on or near the columbarium. See Section 9(i) regarding niche small wreath or vase allowance.
- f) No plantings of trees, bushes flowers or any other live plants are permitted on or around the Columbarium.
- g) City of Newton is not responsible for the replacement of discolored or damaged bronze nameplates.

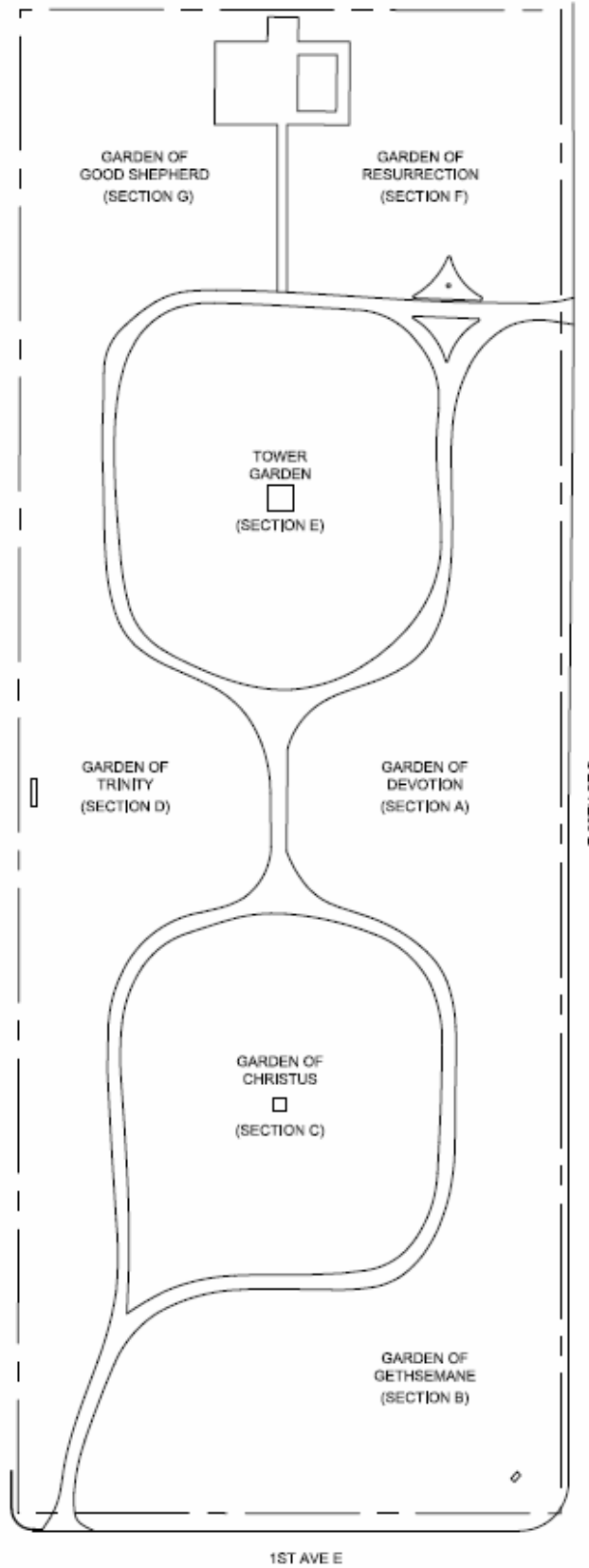
Section 14. Fees:

- a) All fees related to Union Cemetery and Memorial Park Cemetery shall be per the latest revision or update to the City of Newton fee schedules, which are approved by City Council resolution.

Map of Union Cemetery
Map of Memorial Park Cemetery



4
NORTH



Appendix A
Monument & Foundation Specifications for
Newton Union Cemetery & Memorial Park Cemetery

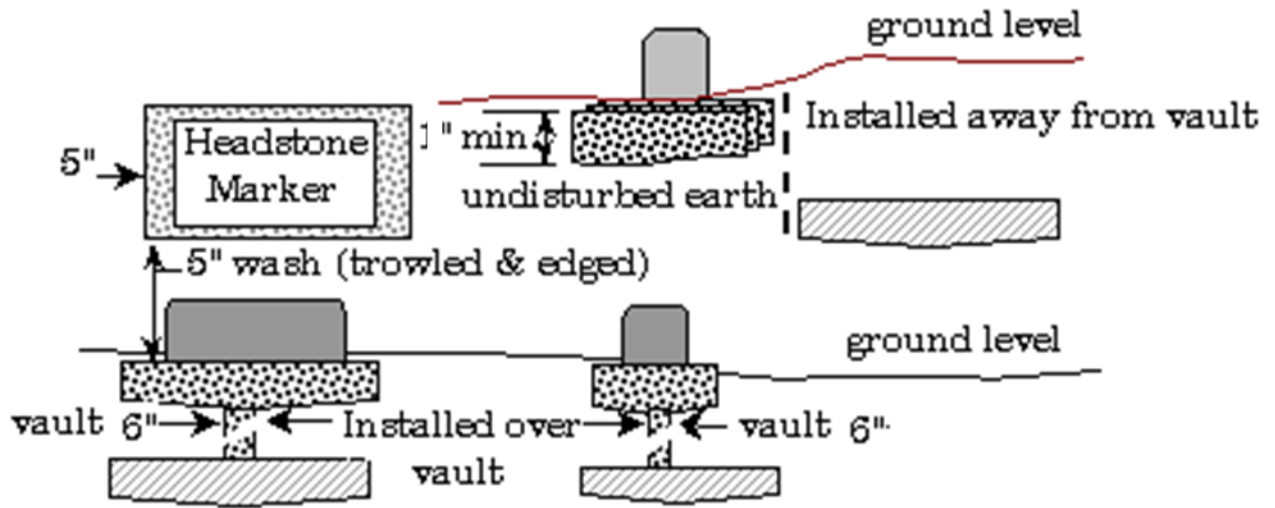
The following specifications are for monument and foundations installed in both Union Cemetery and Memorial Park Cemetery and will be enforced by management.

1. **Location:** Cemetery staff shall mark the location of the lot for each foundation or marker to be set and shall approve the location on the lot. The contractor is responsible for the positioning of the foundation as per order given by monument company/funeral home, so long as that position is not in conflict with established city guidelines.
2. **Size:** The size of the foundation is determined by the size of the monument being placed on the foundation and a minimum of 5" on all sides of the marker/monument. Permanent floral containers may be placed on the foundation at each end or center of the marker/monument. No permanent floral containers shall be allowed in the Veteran's Blocks. NOTE: It shall be the responsibility of the individual or company selling the monument to contact the City of Newton, to assure the size of the lot will accommodate the foundation. See chart below for maximum monument dimensions.

	Maximum	Maximum	Maximum	Maximum
Union Cemetery	Length of Marker	Width of Marker	Height of Marker	Foundation
Single Space	28 inches	18 inches	22 inches	38 inches x 28 inches
Single Baby land Space	20 inches	12 inches	16 inches	30 inches x 22 inches
Single Veteran's Space	24 inches	12 inches	flush to ground	no foundation required
Double Spaces	62 inches	18 inches	22 inches	72 inches x 28 inches
Memorial Park Cemetery				
Single Space	28 inches	18 inches	flush to ground	no foundation required
Double Spaces	60 inches	18 inches	flush to ground	no foundation required

3. **Placement:** Monuments on single spaces must be centered at the head of the plot. For double spaces it must be centered between both spaces.
4. **Inspection:** The cemetery management shall inspect all foundations prior to delivery of concrete. If any violations are found, said violations must be corrected prior to delivery of concrete. All cost associated with the foundation will be the responsibility of the contractor and not the City of Newton.
5. **Fee:** A lot location and/or inspection fee established by City Council shall be charged for each monument set.
6. No stone shall be set or foundation constructed prior to the interment of all parties named without the permission of the Community Services Director or their designated representative.
7. The base or foundation shall be constructed to a minimum depth of 1' the full width of the foundation. If set above vault at least 6" must contact vault. **(SEE DIAGRAM BELOW).**
8. The top of the base or foundation shall be level in all directions with its top at the highest ground elevation.
9. All stones shall be set in line with the other stones in same row.
10. All forms for the bases or foundations shall be removed and backfilled within 2 weeks.
11. Foundations are currently only required at Union Cemetery and must be of concrete made of 3 parts sand or gravel to 1 part cement.

Stone Foundations & Stone Setting



CEMETERY FEE SCHEDULE

(Effective March 17, 2026 ~~January 120, 20236~~)

Sale of Sections	Fee
Adult (full-sized space)	\$850
Cremation-Only Sized Space (only have a few)	\$425
Baby (spaces in Babyland only, ages 5 & under)	\$425
Veteran in Veteran’s Section (resident) ¹	\$0
Veteran in Veteran’s Section (full-sized space, non-resident) ¹	\$750
Veteran’s Spouse (full-sized space)	\$750
Veteran in Vet’s Section (cremation-sized space, non-resident) ¹	\$375
Veteran’s Spouse (cremation-sized space)	\$375
Columbarium	
Niche ⁵	\$1,400
Double Niche ⁵	\$2,800
Opening & Closing Graves	
Adult – Weekdays ²	\$850
Baby – Weekdays ²	\$425
Cremation – Weekdays ^{2, 3}	\$550
Disinterment	
Adult (casket) ⁴	\$1,500
Baby (casket/cremation) ⁴	\$750
Adult (cremation buried in lot) ⁴	\$750
Columbarium Niche ⁴	\$150
Setting of Stones & Misc. Charges	
Veteran in Veteran’s Section	\$100
Veteran not in Veteran’s Section	\$125
Lot Location & Inspection Fee for Foundations	\$25
Fee for copy of Certificate of Interment Rights	\$20
Lot or Niche Transfer Fee	\$30

¹ To qualify for the Veteran’s resident rate, a driver’s license, recent utility bill or voter registration must be provided that shows the deceased lived within Newton city limits within 90 days of death; along with a copy of their DD214 papers.

² ~~Any weekday closing of graves that begin after 2:30 pm will incur an additional \$100 fee; Late fee of \$50 per 30 minutes to be assessed when interment does not begin at scheduled time; Saturdays additional \$200.00; Sundays and Holidays additional \$400.00-Interments with written permission from the cemetery outside of designated hours will be charged double the weekday rate.~~

³ \$50.00 for each additional cremation opening & closing in same section and on same day.

⁴ City is not liable for damages that occur to the vault or urn.

⁵ Niche purchases include bronze name plaque and opening/closing to place urn.

City of Newton Council Report

**Item:**

Resolution approving the Newton Sanitary Landfill fee schedule

Summary:

Update the landfill fee schedule to offset increased costs.

Financial Impact:

An estimated \$20,000.00 increase in annual revenues.

Report Number: 2026-199**Date:**

March 16, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Thirteen governmental entities own the Newton Sanitary Landfill under a 28-E agreement, with the City of Newton as the Landfill Operator and the other entities as Landfill Associates. The landfill operates as an enterprise fund, with the main revenue source being the tipping fee. This tipping fee subsidizes many functions within landfill operations, such as recycling tires, concrete rubble, yard waste, and household hazardous waste, as well as education programs and the Customer Convenience Center.

Every year, staff reviews landfill fees before the annual budget workshop to determine if increases are necessary. During this review, the increased maintenance associated with the customer convenience drop-off center was found to have created a revenue loss. To offset these costs, staff proposed increasing the minimum board price to dispose of refuse by \$2.00 per cash sale, from \$10.00 to \$12.00. The proposed increase was proposed during the Landfill Budget Workshop held on February 11, 2026, and voted on during the annual budget workshop, and received support from all 28-E landfill associates. These changes are estimated to generate an additional \$20,000.00 in revenue annually for the landfill budget. The Newton Sanitary Landfill 28-E members proposed no changes to the current tipping fee of \$54.00/ton.

Recommendation:

Approval of the proposed Landfill Fee Schedule, effective July 1, 2026.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION APPROVING NEWTON SANITARY LANDFILL FEE SCHEDULE

WHEREAS, the Newton Sanitary Landfill is owned by thirteen governmental entities through a 28-E agreement, where the City of Newton is the Landfill Operator and the other entities are Landfill Associates; and

WHEREAS, the Landfill Operator is authorized by the 28-E agreement to establish fees and operating hours for the landfill; and

WHEREAS, Landfill 28-E members agreed upon the following Landfill Fee Schedule at the Budget Workshop held on February 10, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the following Newton Sanitary Landfill Fee Schedule be adopted.

NEWTON SANITARY LANDFILL FEE SCHEDULE

Effective July 1, 2026

Minimum Charge on all Solid Waste	\$12.00 minimum charge
Garbage Includes wood and other demolition waste not separated for disposal as demolition waste	\$54.00 per ton
Asbestos Minimum charge of \$50.00	\$100.00 per ton
Wind Blades Minimum charge of \$100.00	\$250.00 per ton
Brush - Larger than 1/4" Christmas trees No charge from Dec 26 through Jan 10	\$15.00 per ton (\$5.00 minimum)
Contaminated Dirt	\$30.00 per ton
Slurry (Borings, Jet Vac Waste)	\$20.00 per ton
Logs & Brush	\$15.00 per ton
Car and Motorcycle Tires	\$8.00 each
Small Truck Tires	\$12.00 each
Large Truck Tires-Semi	\$22.00 each
Tractor Tires (under 38") Super Single	\$25.00 each
Heavy Equipment Tires	\$60.00 each
All Tires on Rims	\$8.00 added per tire
Concrete Rubble	\$5.00 per ton
Surcharge of three (3) times normal fee will be charged to all solid waste from non-Newton Sanitary Landfill members	
\$10.00 Surcharge for all unsecured non-commercial loads.	
\$50.00 Surcharge for all unsecured commercial loads	
<u>Fees for the sale of crushed concrete rubble:</u>	
1.5" diameter crushed concrete product	\$10.00 per ton
2" to 4" diameter crushed concrete product	\$14.00 per ton
9" to 19" diameter riprap with rebar	\$14.00 per ton

Fill Material	\$3.00 per ton
---------------	----------------

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 awarding contract for the Aurora Park Parking Improvements Project

Summary:

Award of contract for the construction of the Aurora Park Parking Improvements

Financial Impact:

\$29,967.00 to be paid from General Funds set aside at goal setting for the Tennis Court Project.

Report Number: 2026-310**Date:**

March 16, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

During reconstruction of the Aurora Park tennis courts, the existing parking lot in the northwest corner of the park was found to encroach on the neighboring property. The parking lot was subsequently removed, which necessitated additional parking at Aurora Park.

The proposed project will widen the existing parking area between E 21st St S and E 23rd St S to allow head-in diagonal parking on both sides of the lot. This change will increase the total parking capacity for park visitors to approximately thirty-eight spaces.

The project will also include installation of ADA-compliant sidewalks and curb ramps. These improvements will provide a safe, accessible route for individuals of all abilities and connect visitors from the parking area and street to park amenities, including the newly constructed tennis and pickleball courts.

City Staff prepared plans and specifications for the proposed project; nine quotes. The following quotes were received and opened on March 5, 2026. Provided are the three lowest bids;

Jerry Keenan Concrete. - Newton, Iowa	\$29,967.00
Midstate Solutions - Baxter, Iowa	\$33,033.75
TK Concrete - Pella, Iowa	\$38,085.00

The apparent low quote of \$29,967.00 from Jerry Keenan Concrete. The cost estimate for this project was \$58,559.00. The project's cost will be paid using the General Funds set aside at goal setting for the Tennis Court Project.

Recommendation:

That Council award the project to Jerry Keenan Concrete. of Newton, Iowa, in the amount of \$29,967.00

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION AWARDING CONTRACT FOR THE
AURORA PARK PARKING IMPROVEMENTS PROJECT**

WHEREAS, during reconstruction of the Aurora Park tennis courts, the existing parking lot in the northwest corner of the park was found to encroach on the neighboring property. The parking lot was subsequently removed, which necessitated additional parking at Aurora Park; and

WHEREAS, the proposed project will widen the existing parking area between E 21st St S and E 23rd St S to allow head-in diagonal parking on both sides of the lot. This change will increase the total parking capacity for park visitors to approximately thirty-eight spaces; and

WHEREAS, City Staff has prepared plans and specifications for the proposed project, the following quotes were received and opened on March 5, 2026. Provided are the three lowest bids:

Jerry Keenan Concrete - Newton, Iowa	\$29,967.00
Midstate Solutions - Baxter, Iowa	\$33,033.75
TK Concrete Inc-Pella, IA	\$38,085.00

WHEREAS, the engineer's cost estimate for this project was \$58,559.00; and

WHEREAS, City Staff recommends that Council award a contract to Jerry Keenan Concrete, in the amount of \$29,967.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Jerry Keenan Concrete of Newton, IA, in the amount of Twenty-Nine Thousand Nine Hundred and sixty-seven Dollars and Zero cents (\$29,967.00) for the Aurora Height parking improvement Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Jerry Keenan Concrete of Newton, IA for the Aurora Heights Parking Improvements Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize the General Funds set aside at goal setting for the Tennis Court Project to pay for the Aurora Park Parking Improvements Project.

PASSED this _____ day of March, 2026.

APPROVED this _____ day of March, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE _____

CONTRACT

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

WITNESSETH:

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

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

Aurora Heights Parking Improvements Project

The project at Aurora Heights Park in Newton, Iowa consists of Class 10 excavation and associated grading, along with construction of approximately 319 linear feet of curb and gutter and 229 square yards of sidewalk. The work also includes installation of ADA-compliant curb ramps and related improvements to bring pedestrian facilities into compliance with current accessibility standards. Additional work may include subgrade preparation, removal and replacement of existing pavement or concrete, restoration of disturbed areas, and all incidental work necessary to complete the project in accordance with the plans and specifications.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of twenty-nine thousand nine hundred and sixty-seven dollars and zero cents (\$29,967.00) 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 (\$ 1,000.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)
Improvements Project

Project Name: Aurora Heights Parking

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

JURISDICTION

CONTRACTOR

By _____

Jerry Keenan
Contractor

(Seal)
ATTEST:

By _____
Signature

Owner
Title

FORM APPROVED BY:

Attorney for Jurisdiction

4092 Hawth F 36 W
Street Address

Newton IA 50208
City, State, Zip Code

641-521-8167
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0015-06 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)
Improvements Project

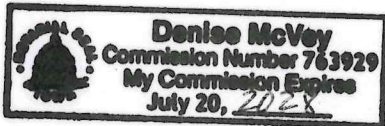
Project Name: Aurora Heights Parking

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

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
Gasper) SS
County)

On this 10th day of March, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerry Keenan 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.



Denise McVey
Notary Public in and for the State of Iowa
My commission expires July 20th, 2028

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

(CONT. CONTRACT)
Improvements Project

Project Name: Aurora Heights Parking

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	2010-108-D-3	EXCAVATION, CLASS 10	CY	60	\$43.00	\$2,580.00
2	7010-108-E-0	CURB AND GUTTER 7", WIDTH VARIES, REFER TO TABULATIONS	LF	319	\$30.00	\$9,570.00
3	7030-108-E-0	PCC SIDEWALK 4"	SY	182	\$54.00	\$9,828.00
4	6010-108-E-1	PCC SIDEWALK 6"	SY	47	\$63.00	\$2,961.00
5	6010-108-E-1	DETECTABEL WARNING	SF	75	\$16.00	\$1,200.00
6	7010-108-E-0	SIDEWALK,CURB AND GUTTER REMOVAL	LF	319	\$12.00	\$3,828.00
Total						\$29,967.00

(this page intentionally left blank)

SURETY BOND NO. 2671785

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Terry Keenan Concrete, as Principal (hereinafter the "Contractor" or "Principal" and West Bend Insurance, 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 Twenty Nine Thousand Nine Hundred Sixty Seven dollars and 29967 cents (\$ 29,967), 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 10 day of March, 2026, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Aurora Heights Parking Improvements Project

The project at Aurora Heights Park in Newton, Iowa consists of Class 10 excavation and associated grading, along with construction of approximately 319 linear feet of curb and gutter and 229 square yards of sidewalk. The work also includes installation of ADA-compliant curb ramps and related improvements to bring pedestrian facilities into compliance with current accessibility standards. Additional work may include subgrade preparation, removal and replacement of existing pavement or concrete, restoration of disturbed areas, and all incidental work necessary to complete the project in accordance with the plans and specifications.

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 10 day of March, 2016.

PRINCIPAL:

Jerry Keenan
Contractor

By: [Signature]
Signature
owner
Title

Darin Eide
Printed Name of Agent

Clemson Mohi Insurance
Company Name
220 1st Ave W
Company Address
Newton IA 50708
City, State, Zip Code
641-792-5040
Company Telephone Number

SURETY:

West Bend Insurance
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Darin Eide
Printed Name of Attorney-in-Fact Officer

Clemson Mohi Insurance
Company Name

220 1st Ave W
Company Address

Newton IA 50708
City, State, Zip Code

641-792-5040
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 Council Report



Item:

Resolution approving the purchase of musical play equipment for Harmony Park using funds donated for the purpose

Summary:

Authorizing purchase of musical instruments ensemble

Financial Impact:

\$11,381.00 in donated funds

Report Number: 2026-320

Date:

March 16, 2026

Lead Department:

Community Development

Recommendation:

Approve

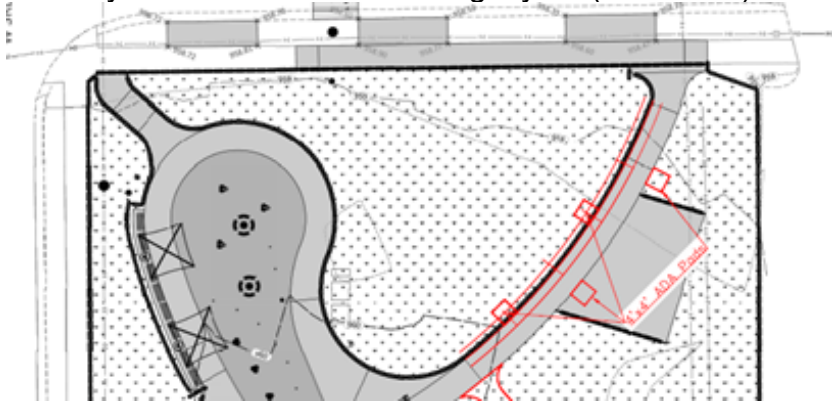
Background:



Newton Main Street has secured funds for the purpose of purchasing interactive musical instrument equipment at Harmony Park. This resolution authorizes the purchase and installation of the musical instrument equipment at Harmony Park using donated funds.

At their meeting on February 9, 2026, the Park Board reviewed the proposal and unanimously voted to accept the donation.

The location of the features will be along the interior walking path in the northeast area of the park similarly as shown in the following layout (red boxes):



City Parks staff will handle the installation of the ensemble.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING THE PURCHASE OF MUSICAL PLAY EQUIPMENT FOR HARMONY PARK USING FUNDS DONATED FOR THE PURPOSE

WHEREAS, Newton Main Street has obtained donations for the purchase of a three piece musical play equipment ensemble from Freenotes Harmony Park, Inc., and

WHEREAS, at their meeting on February 9, 2026, the Park Board recommended acceptance of the donation from Newton Main Street and recommended placement along the sidewalk in the northeast section of the park;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that City staff is authorized to purchase the musical play equipment ensemble from Freenotes Harmony Park, Inc. in an amount of \$11,381.00 using donated funds for this purpose, and City staff is authorized to install said equipment along the interior sidewalk in the northeast section of Harmony Park.

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 Authorizing and Approving a Loan Agreement, Providing for the Issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A and Providing for the Levy of Taxes to Pay the Same

Summary:

Resolution Authorizing and Approving a Loan Agreement, Providing for the Issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A and Providing for the Levy of Taxes to Pay the Same

Financial Impact:

Approves Loan Agreement and Issues \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A and Levies Taxes to Pay the Same

Report Number: 2026-314

Date:

March 16, 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. The final step in the bonding process is to approve the Loan Agreement and issue the Bonds.

Below is a list of authorized uses:

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

Fairmeadows N TIF:

Arbor Estates – Phase 3 \$500,000

Cardinal Pond Improvements \$ 50,000

TOTAL: \$550,000

Recommendation:

Staff recommends approving the loan agreement and issuance of the 2026A General Obligation Corporate Purpose Bonds.



Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A and providing for the levy of taxes to pay the same

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 (collectively, the “Essential Projects”), 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 (collectively, the “General Projects”), 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 (together with the Essential Projects and General Projects, the “Projects”), 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 the City Council has approved the Bond Purchase Agreement and has made provision for its execution and delivery; and

WHEREAS, the City Council deems it advisable to approve a commitment for municipal bond insurance policy issued by Assured Guaranty Inc. (the “Bond Insurer”) with respect to the Bonds; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Underwriter, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$5,455,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Furthermore, the Bond Insurer is hereby approved, and the Mayor, the City Clerk, the City Administrator (or their acting designees) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the municipal bond insurance related to the Bonds. The Bond Insurer is a third party beneficiary under this resolution. Any insurance provisions required by the Bond Insurer to be included in this resolution and set forth in its commitment are hereby made a part of this resolution and incorporated herein, and the City Clerk (or designee) is authorized to attach a copy of such insurance provisions, if required, to this resolution.

Section 2. The Bonds, in the aggregate principal amount of \$5,455,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The

Bonds shall be dated April 1, 2026, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2027	\$ 50,000	5.00%	2033	\$ 255,000	5.00%
2028	\$ 200,000	5.00%	2034	\$ 260,000	5.00%
2029	\$ 205,000	5.00%	2035	\$ 275,000	5.00%
2030	\$ 210,000	5.00%	2036	\$ 295,000	5.00%
2031	\$ 230,000	5.00%	2042	\$2,020,000	4.00%
2032	\$ 240,000	5.00%	2045	\$1,215,000	4.00%

Section 3. BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2035 to 2045, inclusive, prior to and in any order of maturity on June 1, 2034, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2042, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2037, June 1, 2038, June 1, 2039, June 1, 2040, and June 1, 2041 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2037	\$305,000
2038	\$315,000
2039	\$330,000
2040	\$345,000
2041	\$355,000
2042	\$370,000 (Maturity)

Principal of the Bond maturing on June 1, 2045, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2043, and June 1, 2044, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2043	\$390,000
2044	\$405,000
2045	\$420,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2026. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON**

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, 20__	April 1, 2026	652810 ____

The City of Newton (the “City”), in Jasper County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of BOKF, N.A., Lincoln, Nebraska (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2026, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2026A (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of April 1, 2026 (the “Loan Agreement”), entered into by the City 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; (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; (j) undertaking improvements to municipal fire stations; (k) constructing training facilities for the municipal

police and fire departments; (l) acquiring and installing server upgrades and security cameras for public facilities, including City Hall and municipal parks; (m) developing amenities for new municipal parks and recreation facilities; (n) planning and undertaking emergency response improvements at the municipal library; and (o) 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.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on March 16, 2026, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2035 to 2045, inclusive, prior to and in any order of maturity on June 1, 2034, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1 in the years 2042 and 2045 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2037, 2038, 2039, 2040, and 2041; 2043 and 2044, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Newton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of April 1, 2026.

CITY OF NEWTON, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

BOKF, N.A.
Lincoln, Nebraska
Registrar

By (Authorized Signature)
Authorized Officer

STATEMENT OF INSURANCE

Assured Guaranty Inc. (“AG”) has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to BOKF, N.A., Lincoln, Nebraska, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy.

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common UTMA

TEN ENT	-	as tenants by the entireties	_____	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____	(Minor)
			under Uniform Transfers to Minors Act	
			_____	(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds (\$5,767,063), including original issue premium (\$312,063) (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. The Loan Proceeds shall be used to pay the costs of issuance of the Bonds and to carry out the Projects.

A portion of the Loan Proceeds (\$60,005) shall be retained by the Underwriter as the Underwriter’s Discount.

A portion of the Loan Proceeds (\$5,633,473.39) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

A portion of the Loan Proceeds (\$15,504.61) received from the sale of the Bonds shall be used to pay the bond insurance premium to the Bond Insurer.

The remainder of the Loan Proceeds (\$58,080) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$330,467;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$437,900;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$432,900;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$427,650;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$437,150;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$435,650;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$438,650;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$430,900;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of \$432,900;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of \$439,150;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of \$434,400;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of \$432,200;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of \$434,600;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of \$436,400;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of \$432,600;

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of \$433,400;

For collection in the fiscal year beginning July 1, 2042, sufficient to produce the net annual sum of \$438,600;

For collection in the fiscal year beginning July 1, 2043, sufficient to produce the net annual sum of \$438,000; and

For collection in the fiscal year beginning July 1, 2044, sufficient to produce the net annual sum of \$436,800.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Jasper County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when

collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget.

The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 9. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 16, 2026.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City 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 in relation to the adoption of a resolution approving a certain Loan Agreement and providing for the issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A of the City evidencing the City's obligation under the Loan Agreement 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.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2026.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JASPER COUNTY

I, the undersigned, County Auditor of Jasper County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2026, the City Clerk of the City of Newton filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on March 16, 2026, entitled: “Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026A and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of April 1, 2026, by and between the City of Newton, Iowa (the "City"), and D.A. Davidson & Co., Des Moines, Iowa, as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$5,455,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2026A, in the aggregate principal amount of \$5,455,000 (the "Bonds").

2. The City adopted a resolution on March 16, 2026 (the "Resolution"), authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated April 1, 2026, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF NEWTON, IOWA

By _____
Mayor

Attest:

City Clerk

D.A. DAVIDSON & CO.
Des Moines, Iowa

By _____

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Newton, Iowa (the “Issuer”), in connection with the issuance of \$5,455,000 General Obligation Corporate Purpose Bonds, Series 2026 (the “Bonds”), dated April 1, 2026. The Bonds are being issued pursuant to resolutions of the Issuer approved on March 16, 2026 (collectively the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2024-2025 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available,

and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **GENERAL INFORMATION (only with respect to Issuer's population)**
- **BUILDING PERMIT TREND (Calendar Year)**
- **TAXABLE RETAIL SALES TREND**
- **LARGER TAXPAYERS BY VALUATION**
- **TAX COLLECTION TREND (All Funds)**
- **BREAKDOWN OF CITY TAX LEVY**
- **TAXABLE RATE PER \$1,000 OF TAXABLE VALUATION (only with respect to Issuer)**
- **CURRENT FUND BALANCES (as of June 30)**
- **VALUATION BY PROPERTY CLASSIFICATION**
- **VALUATION TREND**
- **DEBT LIMIT CALCULATION**
- **GENERAL OBLIGATION DEBT**
- **OTHER CITY DEBT**
- **OTHER OBLIGATIONS**
- **DEBT RATIOS**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
 - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
 - (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
 - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event,

promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be D.A. Davidson & Co.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: April 1, 2026

CITY OF NEWTON, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of April 1, 2026, by and between the City of Newton, Iowa (the “Issuer”), and BOKF, National Association, Lincoln, Nebraska (the “Registrar”).

WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of \$5,455,000 of its General Obligation Corporate Purpose Bonds, Series 2026A, dated April 1, 2026 (the “Bonds”), by a resolution duly adopted by the City Council of the Issuer (the “Resolution”), and requires the services of a Paying Agent and Registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolution in consideration for the compensation described in this Agreement;

NOW THEREFORE, the Issuer and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the Issuer books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.
2. The Registrar agrees that it shall serve as Paying Agent for the Issuer in making the payments of principal and interest falling due on the Bonds. The Issuer shall, not later than five days before each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to Section 1 hereof for the appropriate amounts of interest due on each respective Bond and by paying principal upon presentation, all in accordance with the Resolution. Payment made to the Depository or its nominee as defined and described in the Resolution shall be made as described in the Resolution and as described in Section 13 below.
3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the “Paying Agent” and “Registrar” as defined in the Resolution (specifically including, without limitation, duties relating to bond insurance) and the terms of the Resolution are hereby incorporated by reference.
4. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Resolution.
5. Transfer of the Bonds shall be registered pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if

deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

6. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

7. At least annually, the Registrar shall give a report to the Issuer accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

8. At any time, the Registrar may apply to the Issuer for instructions and may consult with the Issuer's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

9. The Issuer agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution including counsel fees, and in addition shall pay the Registrar as compensation for its services as shown on the attached schedule.

10. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a part, shall ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. The Issuer shall have the right to remove the Registrar in the event of a material breach of the Registrar's duties under this Agreement and the Resolution and the continued service by the Registrar shall also be subject to the provisions of the Resolution. In such event, the Issuer shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the Issuer.

12. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Resolution except as may be otherwise agreed between the Registrar and the Issuer. Any deposit of such monies shall be either fully insured by insurance at the Federal Deposit

Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

13. Under the terms of the Resolution, the Bonds are to be issued initially as “book-entry-only bonds” using the services of The Depository Trust Company (the “Depository”) and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Bonds at the address (wire instruction) shown in the Registrar’s books of registration for Cede & Co. as registered owner in accordance with the Depository’s procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the “Letter of Representations”) as authorized by the Resolution. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the Issuer in connection with services provided by the Depository.

The Registrar and the Issuer may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any participant of the Depository (“Participant”), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant or any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under the Resolution; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as Bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term “Cede & Co.” in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the Issuer or the Registrar pursuant to the Letter of Representations that it will discontinue providing its services as securities depository with respect to the Bonds, the Issuer shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with the Resolution and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the Issuer elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with the Resolution, the Registrar shall register the transfer in accordance with the Resolution and all provisions of this Section 13 shall immediately cease to be in effect.

The Issuer may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this Section 13 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with the Resolution make such transfer or exchange in accordance with the Resolution. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenants or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF NEWTON, IOWA

ATTEST:

By: _____
Mayor

City Clerk

BOKF, National Association, Lincoln, Nebraska
Paying Agent and Registrar

By _____
Authorized Officer

BOK FINANCIAL

Trustee, PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE – PAYING AGENT

- Book Entry Bonds \$300 initial/\$450 annual
- Registered/Private Placement Bonds \$300 initial/\$700 annual

ADMINISTRATION FEE – TRUSTEE / PAYING AGENT

- Book Entry Bonds \$750 initial/\$1,250 annual
- Registered/Private Placement Bonds \$750 initial/\$1,500 annual

*Initial Fees paid at Closing

*Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- Placement of CDs or Sinking Funds Included in Annual Fee
- Optional or Partial Redemption Included in Annual Fee
- Mandatory Redemption Included in Annual Fee
- Early Termination/Full Call Included in Annual Fee
- Paying Costs of Issuance Included in Annual Fee

SERVICES AVAILABLE UPON REQUEST

- Dissemination Agent \$250 Annual Fee
- Tax credit bond filing \$350 Annual Fee
- Disbursement Agent Included in Annual Fee
- Disbursement Agent wires/check Included in Annual Fee

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

City of Newton Council Report



Item:

Resolution Approving Pay Plan Adjustment for the Finance Officer position and Eliminating the Sr Financial Analyst Position in the Administration Department

Summary:

Resolution Approving Pay Plan Adjustment for the Finance Officer and Eliminating the Sr Financial Analyst Position in the Administration Department

Financial Impact:

No Financial Impact, this change is reflected in the FY26 and FY27 Budgets

Report Number: 2026-321

Date:

March 16, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The current Finance Officer will be retiring on April 6, 2026. This position is currently a Range 10 on the City's pay plan. The current Sr Financial Analyst has been training to fill this opening for several years. It is recommended that the new pay plan range for this position be changed to a Range 7 / Step 6 on April 7, 2026 and the FY27 budget reflects this change.

Effective April 7, 2026:

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Finance Officer	1	0	Range 10	City Administrator
Finance Officer	0	1	Range 7	City Administrator
Sr Financial Analyst	1	0	Range 6	City Administrator

It is also recommended that when the Finance Officer receives the Finance Officer Certification, that this position be moved to a Range 8. This certification requires 5 years of experience and many required classes through IMFOA (Iowa Municipal Finance Officers Association). This is expected to occur in the spring of 2027.

Finally, at the City Administrator's discretion, when the Finance Officer has reached goals in the future relating to several budget cycles, auditing and reporting benchmarks, that the Finance Officer be moved to a Range 9 on the current pay plan.

Recommendation:

Staff recommends approval of the attached Resolution approving pay plan adjustments to the Finance Officer position and eliminating the Sr Financial position in the Administration Department.

Matt Muckler, City Administrator

RESOLUTION NO. 2026- _____

**RESOLUTION APPROVING PAY PLAN ADJUSTMENT FOR THE
FINANCE OFFICER POSITION AND ELIMINATING THE SR
FINANCIAL ANALYST POSITION IN THE ADMINISTRATION
DEPARTMENT**

WHEREAS, The current Finance Officer will be retiring on April 6, 2026. This position is currently a Range 10 on the City’s pay plan. The current Sr Financial Analyst has been training to fill this opening for several years. It is recommended that the new pay plan range for this position be changed to a Range 7 / Step 6 on April 7, 2026 and the FY27 budget reflects this change; and

WHEREAS, the current Sr Financial Analyst has been training to fill this opening for several years and it was not anticipated at this time to refill the Sr Financial Analyst position; and

WHEREAS, it is recommended that the new pay plan range for the Finance Officer position be changed to a Range 7 / Step 6 on April 7, 2026 as stated below:

Effective April 7, 2026:

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Finance Officer	1	0	Range 10	City Administrator
Finance Officer	0	1	Range 7	City Administrator
Sr Financial Analyst	1	0	Range 6	City Administrator

WHEREAS, It is also recommended that when the Finance Officer receives the Finance Officer Certification, that this position be moved to a Range 8. This certification requires 5 years of experience and many required classes through IMFOA (Iowa Municipal Finance Officers Association). This is expected to occur in the spring of 2027; and

WHEREAS, Finally, at the City Administrator’s discretion, when the Finance Officer has reached goals in the future relating to several budget cycles, auditing and reporting benchmarks, that the Finance Officer be moved to a Range 9 on the current pay plan,

NOW THEREFORE, BE IT RESOLVED that the above stated succession plan for the Finance Officer be approved.

PASSED this 16th day of March, 2026

APPROVED this _____ day of March, 2026

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



Staff Report- Memorandum

To: Mayor Randy J. Ervin & Newton City Council

From: Brad Sponseller, Westwood Operations Manager
Jeremy Armison, Westwood Clubhouse Manager
Erin Chambers, Community Development Director

Date: March 16, 2026

Re: Westwood Golf Course Positions.

By Resolution 2025-045, the City authorized a Westwood Operations Manager, Westwood Clubhouse Manager, and a Golf Pro. The Golf Pro position has remained unfilled. To address some unmet supervisory staffing needs at the golf course, a reorganization is proposed.

In lieu of the Golf Pro position, which is authorized at Range 6 on the pay matrix (entry level is \$56,077 annually), staff is proposing an Assistant Westwood Clubhouse Manager at Range 1 on the pay matrix (entry level is \$37,044). The position would be fully paid for by the Golf Fund.

Work Tasks for these positions would be as follows:

Westwood Operations Manager

Oversee all operations at the golf course- supervise Westwood Clubhouse Manager
Manage Daily Golf Scheduling
Tournament and Outings Schedule
Golf Cart Maintenance
Golf Lessons
Merchandising

Clubhouse Manager

Manage kitchen staff
Hiring/training kitchen staff
Inventory and supply management
Menu development and implementation
Ensure all health codes and laws are adhered
Assist in creation and execution of all food and simulator promotions
Fill in for Westwood Operations Manager when absent

Assistant Clubhouse Manager

Aid in all clubhouse duties

Monitor and Maintain clubhouse cleanliness through managing contract cleaning & part-time staff cleaning

Focus on customer experience and customer service

Assign duties/tasks to part time staff

Responsible for opening or closing of the clubhouse

Assist Operations Manager and Clubhouse Manager with daily duties as needed

Fill in for full time staff for days off/vacation

The Assistant Clubhouse Manager position would fill in for the Westwood Operations Manager and the Clubhouse Manager on days off or vacation time. The position would be trained to know all aspects of the clubhouse operation both pro shop duties and kitchen duties.

Analysis: This proposal provides the appropriate level of staffing to ensure that a supervisory position is on the course during all operating hours. Currently, that has been a challenge. With increased traffic due to offerings at the clubhouse, this is a gap that is seriously needing filled.

Additionally, this will provide flexibility in duties for the Westwood Operations Manager to focus some efforts on growing the game of golf- including specialty outings (such as a Father/Daughter event), group golf lessons, golf technical sessions focused on a specific skill (such as chipping or putting), and individual golf lessons.

The proposed reorganization fills in the staffing gaps while providing a potential cost savings to the golf fund from the current authorization.

Next Step: It is proposed to have a resolution authorizing the reorganization as described in the memorandum to be presented to City Council at the April 6, 2026 meeting.