



Newton City Council Agenda

May 4, 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

Proclamation

2. National Police Week Proclamation
3. 57th Annual Professional Municipal Clerks Week Proclamation

Presentation

4. Newton Municipal Airport Update - Ethan Nasalroad, President, Johnson Aviation
5. Trap-Neuter-Release Program - Lucy's Pet Pantry

Citizen Participation

6. 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

7. April 20, 2026 Regular City Council Meeting Minutes
8. Approve Liquor Licenses for the following: 2nd Ave Social - LC0058034, 118 N 2nd Ave E, amendment adding temporary outdoor service for patio (May-Sept 30, 2026) pending state and local approval; Mega Saver (DBA TFL, Inc), 4300 S 22nd Ave E, Ownership Change (same owners, name change), Class E Retail Alcohol License (approved under previous owners [Raceway80/KC Store, Mega Saver - TFGA, LLC], on January 19, 2026), pending state and local approval; Walgreen's - LE0002171, 1204 1st Ave E, Class E Retail Alcohol License renewal
9. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor Licenses for the following: Mega Saver (TFL, Inc), 4300 S 22nd Ave E, Ownership Update (same owners, name change); Murphy USA, 200 Iowa Speedway Dr; Pit Stop Liquors, 1324 1st Ave E

10. Designate May 18, 2026 as a public hearing date for the 2nd Budget Amendment for Fiscal year 2025-2026
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-08)
12. Resolution Authorizing the purchase of a Parks Crew Cab Truck
13. Resolution amending resolution 2026-327 approving the purchase and up-fit services for two police patrol vehicles
14. Resolution approving amendment #001 to a Professional Services Agreement for the 2026 Downtown Streetscape Project
15. Resolution awarding contract for the W 22nd St S Storm Water Repair Project
16. Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located at 1105 East 12th Street South Within the McCann Urban Renewal Area
17. Resolution Approving a Property Tax Rebate for the Theisen's Property Located at 3021 1st Ave E Within the East Mart Urban Renewal Area
18. Resolution accepting completion of N.E. Pump Station Improvements
19. Resolution authorizing the purchase of a zero turn mower for Water Pollution Control
20. Resolution accepting final completion of the Water Treatment Plant Controls and Telemetry Replacement Project
21. Resolution approving Amendment #002 to the Engineering Services Agreement for Professional Services between City of Newton, Iowa and Bolton & Menk, Inc. for Westwood Golf Course Bridge Replacement and Repair Project
22. Resolution approving the name change of the buyers for the previously approved sale of properties at 920-1100 West 22nd Street South and 2000-2112 South 11th Avenue West, Newton, Jasper County, Iowa
23. Approve Bills

Public Hearing

24. Public Hearing on a Resolution approving the purchase agreement for real property at 1017 West 4th Street South, Newton, Jasper County, Iowa
 - The City acquired the subject property through the D&D program in 2022, cleared the property of the dilapidated home, and has since maintained the grassy lot.
 - The adjacent property owner, Elite Mart LLC, has submitted an offer on the property in the amount \$ 3,000 with the intention of maintaining the grassy lot, and a potential future expansion of the existing building on the neighboring lot by approximately 10 feet to accommodate new freezer/refrigerator space.
25. Resolution approving the purchase agreement for real property at 1017 West 4th Street South, Newton, Jasper County, Iowa

Ordinance

26. Third Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XIII: General Offenses, Chapter 130: General Provisions, by Adding a New Section Regarding Public Intoxication
- Recent case law has eliminated persons being intoxicated on a drug or controlled substance as a crime covered under Iowa law
 - The Police Department frequently interacts with individuals who are intoxicated on controlled substances, but no longer have an enforcement option due to court rulings
 - The proposed ordinance establishes a City Ordinance of Public Intoxication, which includes intoxication by an alcoholic beverage, drugs, controlled substance, or a combination thereof
27. First consideration of an Ordinance Amending the Various Sections of the Code of Ordinances, City of Newton, Iowa, 2025, Title IX, Chapter 90, "Animals"
- The community has seen an increased number of cat issues in recent years and proposes an ordinance to help control the cat population
 - The proposed ordinance limits the number of cats a resident may own or harbor and establishes guidelines for a Trap-Neuter-Release (TNR) program
28. First consideration of an Ordinance Amending the Various Sections of the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 74, "Recreational And Toy Vehicles"
- Electric scooters, low-speed electric bicycles and motorized bicycles have created safety issues within the community
 - There is currently no ordinance governing the use of these units
 - The proposed ordinance establishes guidelines for safer operations within the community

Resolution

29. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for Hike-n-Seek 2026
- City Council established the Newton Hotel-Motel Tourism Grant to provide an avenue to support endeavors which align with the comprehensive plan objective of establishing Newton as a compelling destination.
 - The resolution provides for a \$2,500 grant to Hike-n-Seek 2026.
30. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for the Newton Arboretum & Botanical Gardens Plant BINGO and Plant Sale

- City Council established the Newton Hotel-Motel Tourism Grant to provide an avenue to support endeavors which align with the comprehensive plan objective of establishing Newton as a compelling destination.
 - The resolution provides for a \$2,500 grant to Newton Arboretum & Botanical Gardens Plant BINGO and Plant Sale
31. Resolution approving a 28E agreement with the Central Iowa Regional Tactical Team
- The Newton Police Department has had its own tactical team since 2005
 - Most high risk incidents requiring tactical teams often require more resources than Newton can provide
 - Becoming a member of the Central Iowa Regional Tactical Team will provide more resources for our community and surrounding areas
32. Resolution authorizing the purchase of a mini excavator for the Public Works Department
- Public Works routinely has multiple crews working on separate projects, including stormwater and street repairs, subdrain installation, and various other improvements. This can occasionally cause an issue with equipment availability.
 - crews have also seen an increase in conflicts with underground utilities, including electrical, fiber-optic, water, and sewer lines. It was determined that both issues could be resolved by purchasing a mini-excavator.
 - City staff recommends approval of the resolution authorizing the purchase of a 2024 John Deere 50P-Tier mini excavator from Murphy Tractor of Des Moines, Iowa, for \$74,198.48.
33. Resolution approving repair on spare Jordan Well Motor
- The City Council of Newton, Iowa approves the repair of the Jordan Well motor by Northway Well Corporation of Marion, Iowa.
 - The total authorized expenditure shall not exceed \$48,766.00.
 - Funding for this repair will be paid from the Water Enterprise Fund.

Mayor/Council Comments

34. Mayor and Council Comments

Closed Session

35. To Evaluate The Professional Competency Of Individuals Whose Appointment, Hiring, Performance Or Discharge Is Being Considered

When Necessary To Prevent Needless And Irreparable Injury To That Individual's Reputation And That Individual Request A Closed Session. Pursuant To The Provisions Of Section 21.5(1)(i), Code of Iowa 2026

Return to Open Session

36. 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

PROCLAMATION

National Police Week (May 10-16, 2026) National Peace Officer Memorial Day (May 15, 2026)

WHEREAS, Congress and the President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, since the first recorded law enforcement death in 1786, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and have died in the line of duty, including members of the Newton Police Department; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

NOW, THEREFORE, I, Randy J. Ervin, Mayor of the City of Newton, call upon all citizens of Newton and Jasper County to observe May 10th through May 16th as National Police Week, and to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have earned for themselves an enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Newton to observe Friday, May 15, 2026, as Peace Officers Memorial Day to honor the service and sacrifice of those law enforcement officers who have died in the line of duty while protecting our communities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

DATED this 4th day of May, 2026

Randy J. Ervin, Mayor



PROCLAMATION

57th Annual Professional Municipal Clerks Week

May 3 – May 9, 2026

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Randy J. Ervin, Mayor of the City of Newton, Iowa, do recognize the week of May 3 through May 9, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Katrina Davis and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 4th day of May, 2026.

Randy J. Ervin, Mayor







Long planned crack repair, crack seal, slurry coat and paint completed in 2025





50 Planes
Nascar 2025



FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2027	Snow Removal Equipment	Federal: \$	\$66,427.00
		IIJA: \$	\$226,073.00
		State: \$	
		Local: \$	\$32,500.00
		Total: \$	\$325,000.00
2027	Hangar Pavement Rehab	Federal: \$	
		IIJA: \$	
		State: \$	\$255,000.00
		Local: \$	\$45,000.00
		Total: \$	\$300,000.00
2028	Storage Hangar/4 Stall	Federal: \$	\$450,000.00
		IIJA: \$	
		State: \$	\$300,000.00
		Local: \$	\$200,000.00
		Total: \$	\$950,000.00
2028	Hangar Approach	Federal: \$	
		IIJA: \$	
		State: \$	\$125,000.00
		Local: \$	\$25,000.00
		Total: \$	\$150,000.00
2031	ALP/Master Plan Update	Federal: \$	\$300,000.00
		IIJA: \$	
		State: \$	
		Local: \$	\$30,000.00
		Total: \$	\$330,000.00



Previously budgeted/planned Runway broom/multi use piece of equipment

Aviation/Fuel Taxes (97% aviation fuel sold is Jet fuel)

Iowa to State Aviation funds

- Jet fuel .05
- Avgas .08
- 6% use tax to general fund

70% Grants

FAA to AIR 21

- Jet Fuel .22
- Avgas .20
- Jet Fuel airlines .04
- 90% Grants (discretionary)
- \$150,000/yr entitlement funds
- Primary focus is pavement



Fly in for the food truck!



**June 25, 2025
12:00pm - 9:00pm**

**Johnson Aviation, Inc.
Newton Municipal Airport
2901 Rusty Wallace Dr
Newton, IA 50208**



**Check out the testing
at the Iowa Speedway
right next door!**

**Viewing area next to the admin
building at the Speedway**

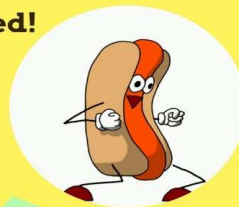
(Testing ends 5:30pm)

**"HUNDRED DOLLAR HAMBURGER
HOT DOG!"**

Fly In To Newton For A Free Hot Dog

- Delicious 1/4 lb Kirkland Roller Cooked!
- Are they \$100? NO! Just fly in!
- Are they healthy? ABSOLUTELY not

**Not AME approved...
(But, they've probably never had one)**



**Wednesday, April 22, 2026
11:00am - 7:00pm**

**KTNU - Newton Municipal Airport
(Weather Permitting)**





Library reading challenge

Multiple school and group tours

High School career programming

**Auction Certificates
Jasper Co Conservation
Newton Mainstreet
Schools, School events**

POD Cast, radio ads, print ads, Facebook

****FLIGHT INSTRUCTION****

For Johnson Aviation and Midland Aircraft we have not only seen demand and growth with new aircraft purchases and upgrades, but also in type and amount of use of corporate aircraft. We have expansion opportunities in the next year as well.

us PC-12 NGX



For Johnson A
demand and
also in type
expansion

Pilatus PC-12 NGX



Pilatus PC-12 NGX



Pilatus PC-12 NGX

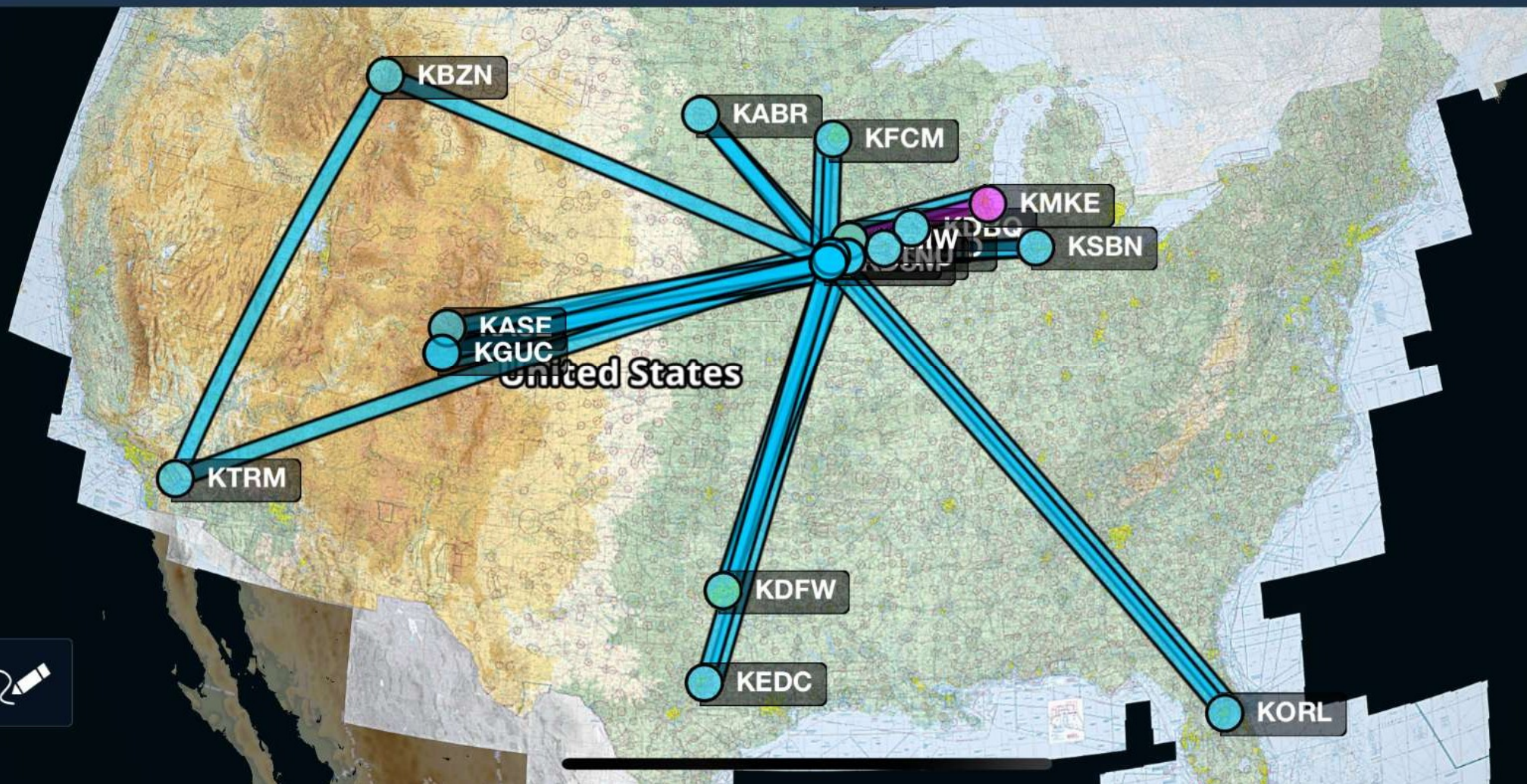


Pilatus PC-12 NGX



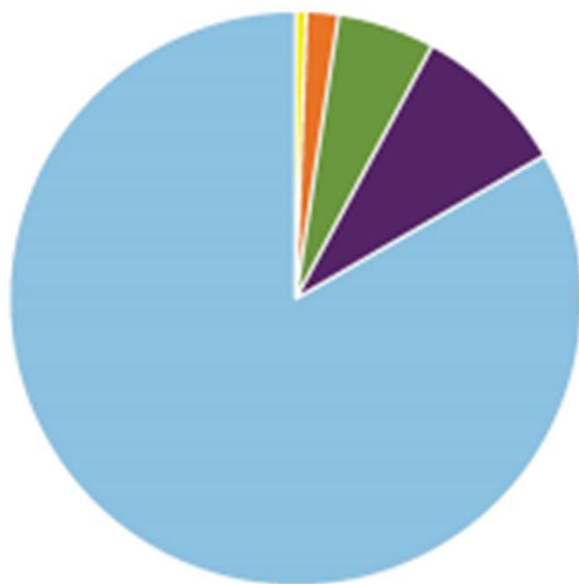


Search



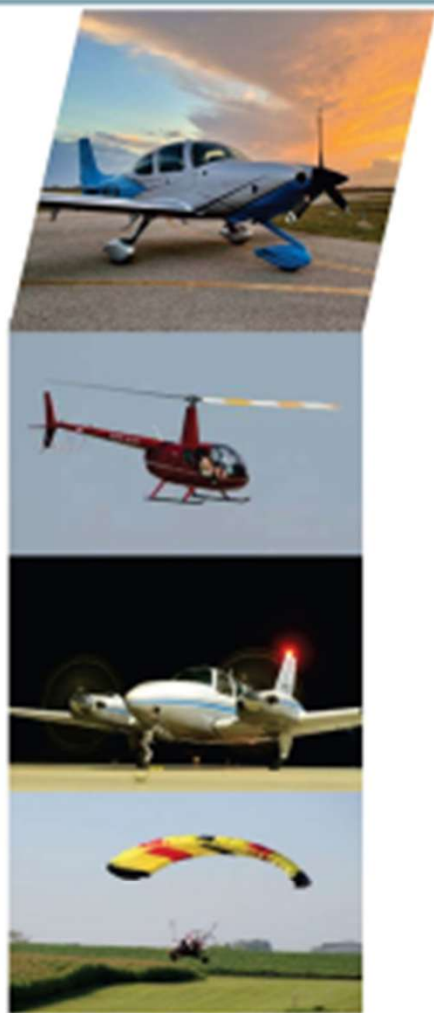


Aircraft in Iowa



Single-engine	Multi-engine	Helicopter	UAS	Glider
2588	267	162	342	19

2-5-2015

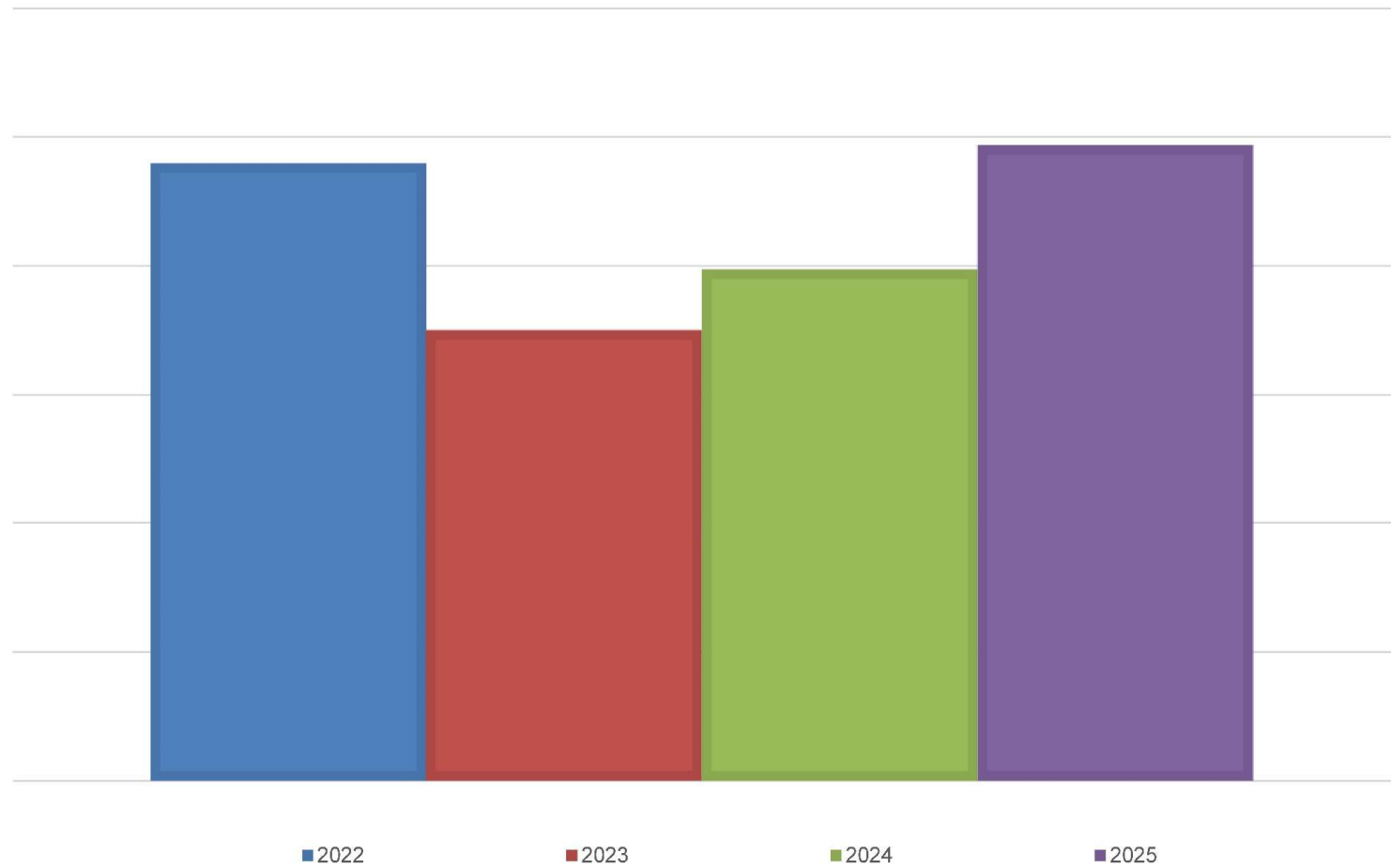


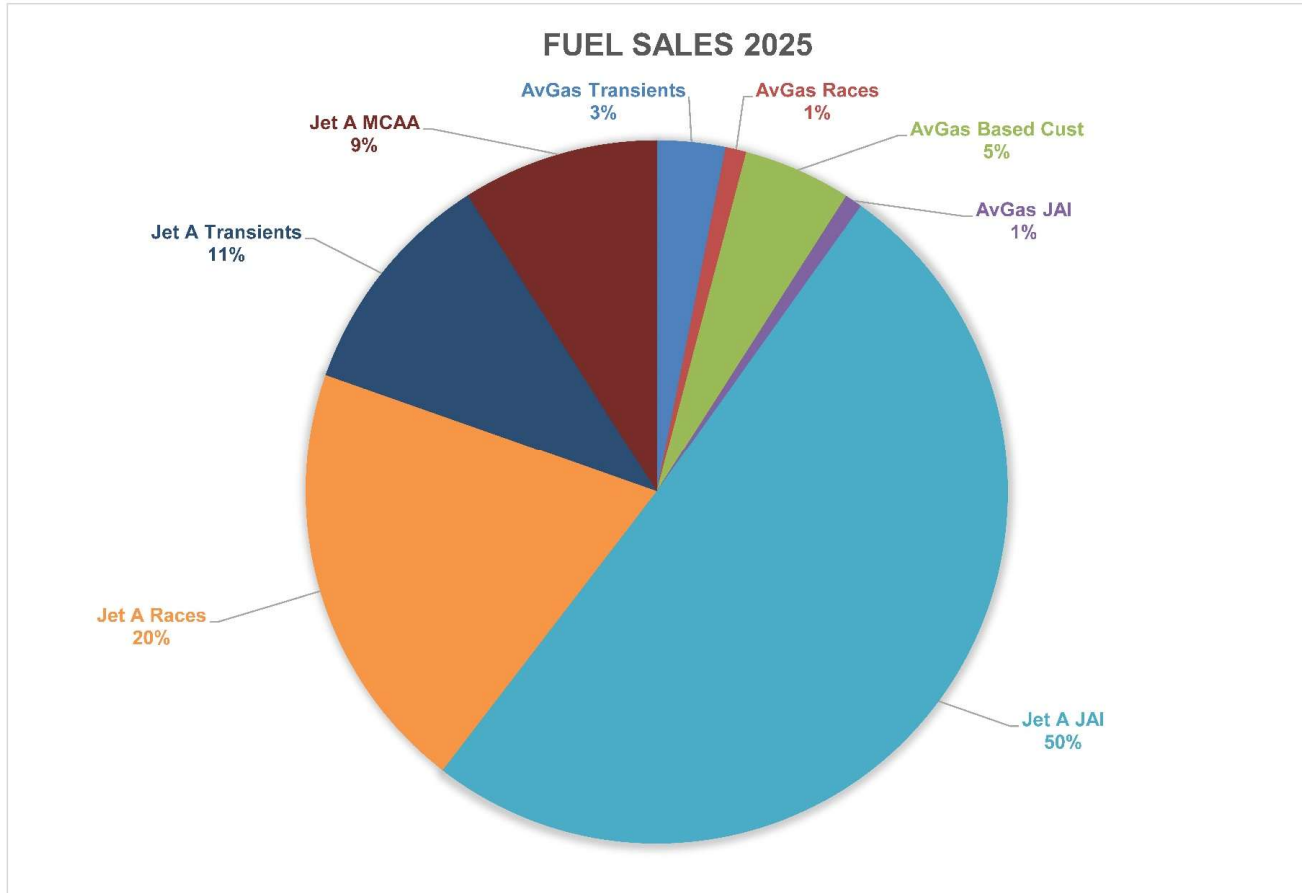
DOT "Hangar crisis in Iowa"

Iowa DOT estimates 400-500 on a waitlist for hangars in Iowa

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2027	Snow Removal Equipment	Federal: \$ \$66,427.00 IIJA: \$ \$226,073.00 State: \$ Local: \$ \$32,500.00 Total: \$ \$325,000.00	
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2031	ALP/Master Plan Update	Federal: \$ \$300,000.00 IIJA: \$ State: \$ Local: \$ \$30,000.00 Total: \$ \$330,000.00	

FUEL SALES 2025





Jet fuel is 90% of fuel sales, national average, Johnsons management customers are 51% of all fuel sales

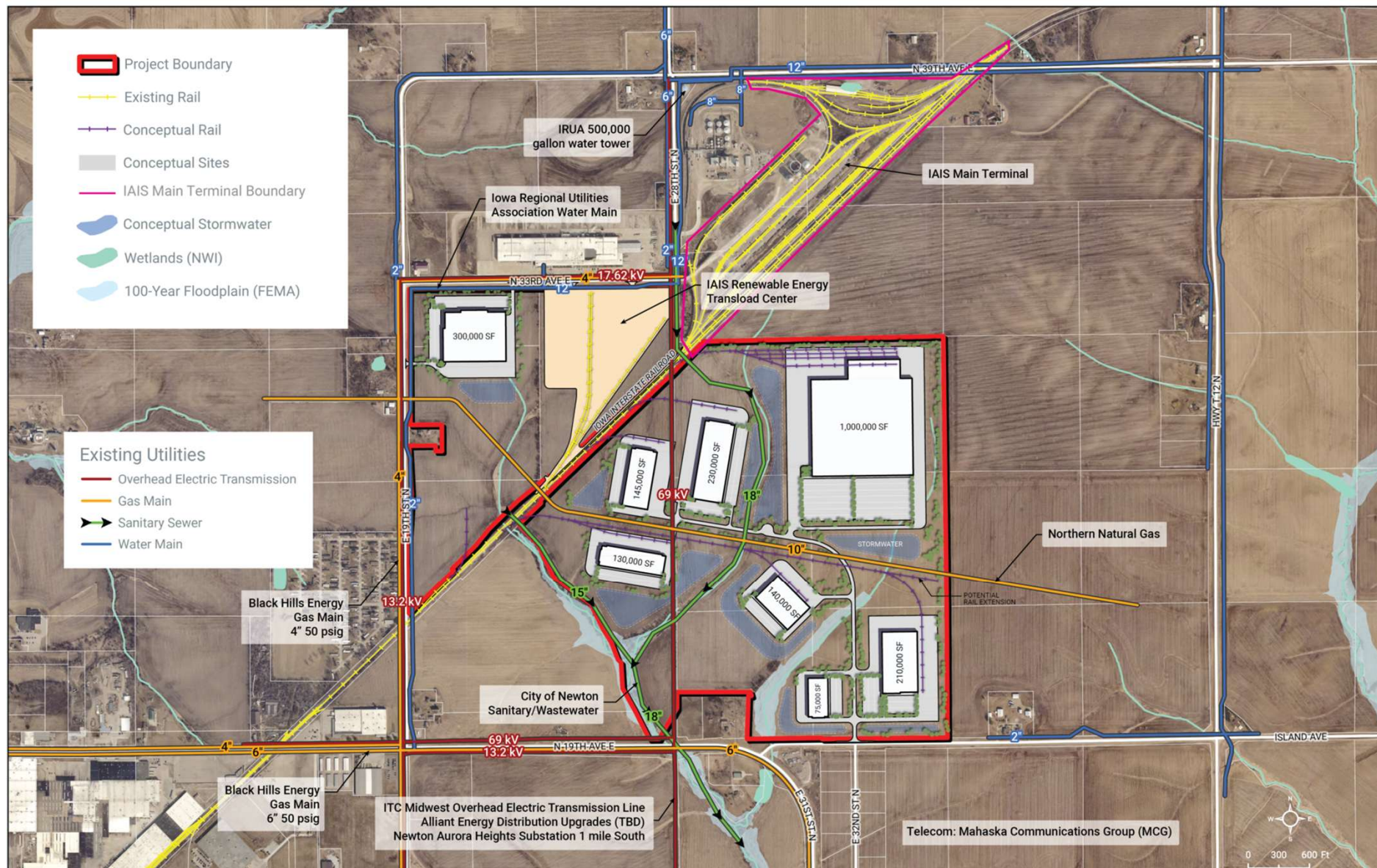
City of Newton 2080 Airport

2080 Airport General Fund Revenues		<u>6/30/2023</u>	<u>6/30/2024</u>	<u>6/30/2025</u>
001-2080-1-45000	Charges/Fees for Service	\$ 15,793.74	\$ 11,945.37	\$ 13,790.50
001-2080-1-47350	Gas Tax Refunds	\$ 152.73	\$ 17.17	\$ 88.15
001-2080-4-43100	Rent	\$ 34,632.71	\$ 32,649.04	\$ 35,325.04
001-2080-4-43105	Farm Rental Income	\$ 62,374.80	\$ 33,320.00	\$ 33,320.00
001-2080-4-48100	Sale of Equipment	\$ 1,050.00	\$ -	\$ -
Total Airport General Fund Revenues:		\$ 114,003.98	\$ 77,931.58	\$ 82,523.69
2080 Airport General Fund Expenditures		<u>6/30/2023</u>	<u>6/30/2024</u>	<u>6/30/2025</u>
001-2080-63100	Building Maintenance & Repair	\$ 8,302.83	\$ 14,971.87	\$ 15,526.42
001-2080-63200	Grounds Maintenance & Repair	\$ 3,344.54	\$ 6,356.13	\$ 3,717.55
001-2080-63300	Vehicle Maint Supplies	\$ 4,071.07	\$ 3,974.55	\$ 1,283.90
001-2080-63310	Vehicle Operations	\$ 5,434.02	\$ 4,488.35	\$ 2,991.53
001-2080-63500	Operational Equipment Repair	\$ 2,292.17	\$ 483.30	\$ 1,161.30
001-2080-63710	Electric Expense	\$ 23,276.99	\$ 23,211.99	\$ 24,125.89
001-2080-63715	Natural Gas Expense	\$ 5,312.63	\$ 2,500.69	\$ 3,831.23
001-2080-63730	Telecommunications Expense	\$ 1,375.91	\$ 1,422.65	\$ 1,634.54
001-2080-63740	Water/Sewer Expense	\$ 536.36	\$ 1,178.56	\$ 1,807.09
001-2080-64130	Payments to Other Agencies	\$ 2,186.57	\$ 2,026.13	\$ 12,320.06
001-2080-64990	Contractual Services	\$ 42,723.02	\$ 46,081.65	\$ 46,539.78
001-2080-65070	Operating Supplies	\$ 1,251.38	\$ 666.43	\$ 20.00
001-2080-67270	Other Capital Equipment	\$ -	\$ -	\$ -
Total Airport General Fund Expenditures		\$ 100,107.49	\$ 107,362.30	\$ 114,959.29

21 year old building starting to show some age, Fuel farm repair, Fuel monitor repairs, Septic pump, Beacon, tractor, t-hangar cables. 3 year average expenses \$1400/month to operate the airport, Typical year is \$2000-3000 month

Iowa's largest employers rank factors in the following order when considering new or expanded business facilities

1. Work force availability
2. Tax incentives
- 3. Proximity to a Commercial Service Airport**
4. Highway access
5. Cost of hiring
- 6. Proximity to a General Aviation Airport**
7. Suppliers
8. Academic/Cultural centers
9. University and Research centers
10. Raw materials





NEWTON MUNICIPAL-EARL JOHNSON FIELD AIRPORT (TNU)

THIS AIRPORT MAKES AN IMPACT ON IOWA'S ECONOMY

The Iowa DOT prepared the 2022 Aviation Economic Impact Report to better understand how the aviation system works and the importance of the aviation industry to the state's economy. Businesses and individuals rely on aviation to move their goods and to deliver specialized aviation services that keep Iowa competitive. The Newton Municipal-Earl Johnson Field Airport supports business jet operations and other general aviation activity.

IOWA AIRPORT
SYSTEM ROLES

COMMERCIAL
SERVICE

ENHANCED
SERVICE

GENERAL
SERVICE

BASIC
SERVICE

LOCAL
SERVICE

IMPACTS FOR NEWTON
MUNICIPAL-EARL JOHNSON
FIELD AIRPORT

\$6M

TOTAL
ANNUAL
ECONOMIC
ACTIVITY

19

ON AIRPORT
JOBS

53

JOB
IMPACTS

3,120

ANNUAL
VISITORS

THE VALUE OF ENHANCED SERVICE AIRPORTS

Enhanced service airports offer facilities and services meeting the needs of a full range of general aviation activities. These airports are critical air transportation links for companies and organizations, and are able to accommodate nearly any type of business jet. Airports serve as the front door to communities and the local base operators who provide aviation services are important to having a positive first impression on business and visitors coming to the community.

AIRPORT USES AT TNU

BUSINESS AVIATION
PERSONAL FLYING
AIRCRAFT SERVICES
CHARTER
FLIGHT TRAINING

IOWA'S ENHANCED SERVICE AIRPORTS



Newton Municipal-Earl Johnson Field Airport supports general aviation connectivity to markets throughout the United States and beyond.

TOP FLIGHT MARKETS FROM TNU:

**Based on 2021-2022 records of flight paths from TNU.*

1. DES MOINES, IA (DSM)
2. ST LOUIS, MO (SLU)
3. ANKENY, IA (IKV)
4. CHICAGO, IL (MDW)
5. MILWAUKEE, WI (MKE)



IOWA AVIATION
ECONOMIC IMPACT 2022

FOR MORE INFORMATION, VISIT [IOWADOT.GOV/AVIATION](https://www.iowadot.gov/aviation)

Yearly Economic Impact

- Newton \$6 Million
- Grinnell \$3 Million
- Pella \$7 Million
- Knoxville \$5 Million
- Marshalltown \$5 Million
- Ankeny \$48 Million

Statewide \$6.4 Billion

Newton's \$1 cost in operations returns
\$250-\$405 of economic impact

Questions ?
It's Round



NEWTON CITY COUNCIL MEETING MINUTES
APRIL 20, 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.

Proclamation

2. Arbor Day Proclamation

Mayor Ervin proclaimed April 24th as Arbor Day.

Presentation

3. Rental Inspection Program Report - Bethany Hovda, Newton Permit Technician & Harrison Van Ausdall, Iowa Inspections

The rental inspection program is required by state law. We are on a 5-year contract with Iowa Inspections LLC. The total number of property owners is 267 with 2370 units. The vast majority are single-unit properties. Staff is working to conduct a survey with property owners to get feedback.

Citizen Participation

4. Jerry Chandler, 1011 W 8th St N, spoke

Consent Agenda

Moved by Dalton, seconded by Roth to pull Item 17-Resolution authorizing the purchase of a mini excavator for the Public Works Department from the agenda to get more information. AYES: Six. NAYS: None. Motion to pull Item 17 was approved. Moved by Hallam, seconded by Dalton to approve consent agenda items 3-16 & 18-29. AYES: Six. NAYS: None. Consent Agenda was adopted.

5. April 6, 2026 Special City Council Minutes

6. April 6, 2026 Regular City Council Meeting Minutes

7. Approve Liquor Licenses for the following: Gezellig Brewing Company, LLC - BW0099095, 403 W 4th St N, Ste 103, Special Class C Retail Alcohol License and Outdoor Service renewal; J&K Investments, LLC (Fore Seasons Golf) at DMACC Newton Campus, 600 N 2nd Ave W, for Special Event on April 22, 2026, Class C Retail Alcohol License; Whiskey Drink, LLC, 124 N 2nd Ave W, Class C Retail Alcohol License pending state and local approval

8. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor License for the following: Dollar General Store #3032, 1803 1st Ave E

9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-07)
Resolution 2026-133 adopted.

10. Resolution Approving the Contract for the 2026 City of Newton Mowing Contract No. 1
Resolution 2026-134 adopted.

11. Resolution Approving the Contract for the 2026 City of Newton Mowing Contract No. 2
Resolution 2026-135 adopted.

12. Resolution Approving the Contract for the 2026 City of Newton Mowing Contract No. 3
Resolution 2026-136 adopted.

13. Resolution Approving a Property Tax Rebate for the Mercurialis Holdings Property Located at 400 1st Ave W Within the North Central Urban Renewal Area
Resolution 2026-137 adopted.

14. Resolution Approving a Property Tax Rebate for the Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2026-138 adopted.

15. Resolution Approving a Property Tax Rebate for the Nehring Auto Property Located at 1800 1st Ave E Within the 1st Avenue East Urban Renewal Area
Resolution 2026-139 adopted.

16. Resolution approving Water Service Territory within the Newton Rail Park
Resolution 2026-140 adopted.
17. Resolution authorizing the purchase of a mini excavator for the Public Works Department
Was pulled by council to review at a later date.
18. Resolution authorizing the purchase of two roll-off containers for the Newton Sanitary Landfill
Resolution 2026-141 adopted.
19. Resolution authorizing the purchase of barricades for community event street closures
Resolution 2026-142 adopted.
20. Resolution approving an agreement with CivicPlus for asset and work order management software
Resolution 2026-143 adopted.
21. Resolution accepting completion of the 2025 Aurora Park Tennis Courts Lighting Project.
Resolution 2026-144 adopted.
22. Resolution accepting completion of the Scale House Electrical Generator Installation Project
Resolution 2026-145 adopted.
23. Resolution approving the purchase of a Parks 72-inch Zero-turn Mower
Resolution 2026-146 adopted.
24. Resolution authorizing the purchase of a 96-inch Parks Zero Turn Mower
Resolution 2026-147 adopted.
25. Resolution authorizing the purchase of a Parks Dump Truck
Resolution 2026-148 adopted.
26. Resolution authorizing the purchase of a Downtown Groundskeeper Trailer
Resolution 2026-149 adopted.
27. Resolution approving contract with Atlantic Bottling Company for Westwood Clubhouse
Resolution 2026-150 adopted.
28. 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 2026 Downtown Streetscape Improvements Project
Resolution 2026-151 adopted.
29. Approve Bills

Public Hearing

30. Public Hearing on a Resolution approving the 2026-27 Operating Budget for the City of Newton
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 Holschuh, seconded by Mills to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
31. Resolution Approving the 2026-27 Operating Budget for the City of Newton
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-152 adopted.
32. Public Hearing on a Resolution approving the purchase agreement for real property at 1219 South 4th Avenue East, Newton, Jasper County, Iowa
Mayor Ervin stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Dalton, seconded by Roth to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
33. Resolution approving the purchase agreement for real property at 1219 South 4th Avenue East, Newton, Jasper County, Iowa
Moved by Roth, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-153 adopted.

Ordinance

34. Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 100-200 Block of East Twenty-First Street South
Moved by Hallam, seconded by Holschuh to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Holschuh, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2484 was adopted.

35. Second Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XIII: General Offenses, Chapter 130: General Provisions, by Adding a New Section Regarding Public Intoxication
Moved by Holschuh, seconded by Dalton to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

36. Resolution approving task order 26-01 with Strand Associates, Inc. for Professional Engineering Services related to the Wastewater Treatment Plant Boiler Replacement Project
Moved by Hallam, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-154 adopted.
37. Resolution approving an amendment to the adopted Low-Moderate Income Set-Aside Funds Policy
Moved by Holschuh, seconded by Roth to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-155 adopted.
38. Resolution approving the 2026-27 Non-Union Compensation Plan
Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-156 adopted.

Staff Report

39. Public Works Project Updates - Joe Grife, Public Works Director
Grife presented many accomplished and planned projects.

Mayor/Council Comments

40. Mayor and Council Comments
Mills spoke about unique opportunities to meet new people from all over that have come into town for events, such as the Bash Bros Drift cars at the Iowa Speedway. Hallam spoke about the Central Iowa Shelter Services Gala, which was a very good event. The Mayor reminded everyone about the Iowa Speedway Open House on Saturday. He also spoke about the Iowa State University Extension and Outreach Workshop, Stronger Boards, Stronger Communities. He encourages everyone to keep an eye on social media to catch all the events coming up this summer.

Adjourn

Moved by Mills, seconded by Simbro to adjourn the meeting at 7:00 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Randy J. Ervin, Mayor

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. 26-08)

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: \$950.00

Report Number: 2026-485

Date:

May 4, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

The City continues to work towards better curb appeal and improved aesthetics within the community. The City abated violations that remained non-compliant after the initial warning period.

The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

Recommendation:

City Staff recommends approval of the Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 26-08)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-08: 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 26-08: 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 26-08: 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 26-08: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-08 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
Sherri Huffman	835129005	300 E 17th St N	Newton	\$87,940 ☐	\$100.00	\$150.00	\$250.00	DENNISTON & PARTRIDGE SD LOT 28	2/27/2026
Richard & Lori Odem	834436001	702 E 10th St S	Newton	165,940 ☐	\$120.00	\$150.00	\$270.00	LINCOLN PLACE ADD LOT 2 BLK 10	3/13/2026
Lance Bennett	834351022	811 W 3rd St S	Newton	\$170,410 ☐	\$280.00	\$150.00	\$430.00	LAMBERT'S SD LOT 8 & S 20' LOT 7	11/20/2025
TOTAL:							\$950.00		

City of Newton Council Report

**Item:**

Resolution Authorizing the purchase of a Parks Crew Cab Truck

Summary:

This piece of equipment is essential for the efficiency of the daily maintenance that is undertaken by the parks staff.

Financial Impact:

The purchase price for Parks Crew Cab Truck is \$46,570.00 to be paid utilizing FY 2027 bond funds.

Report Number: 2026-447

Date:

May 4, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

Since last year, the City has added an additional groundskeeper position, with a primary focus on Downtown Care, necessitating the proposed current purchase.

City staff sought quotes, and is recommending a purchase of the truck from a local dealer, as the quote was close to state-bid pricing (within the 5% local preference amount).

The Parks Division vehicle fleet is an important component of providing staff with the necessary equipment and tools to accomplish their assigned tasks, which are located throughout the community.

Parks Staff is currently utilizing two pick-ups from the 1990s, along with the aforementioned hand-me-down Ford Ranger and police cruiser. This purchase will allow staff to eventually phase out the usage of these four older vehicles, ensuring that safe and operable vehicles are available for staff to complete their required work tasks throughout the community. Once vehicles are found to no longer have a useful life for the department, they are offered to other departments within the City operations, then they are either sold on public surplus or for scrap metal.

Recommendation:

City staff recommends that Council award the bid for a new parks crew cab truck to Gregg Young Automotive, Newton, IA, in the amount of \$46,570.00.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION APPROVING THE PURCHASE OF A PARKS CREW CAB TRUCK

WHEREAS, Staff analyzed the Parks and Recreation equipment needs in preparation for the 2026-2027 CIP; crew cab truck for Newton Parks was identified as an appropriate piece of equipment to be replaced; and

WHEREAS, this piece of equipment is essential for the efficiency of the daily maintenance that is undertaken by the parks staff; and

WHEREAS, staff sought a quotes for said truck utilizing state bid pricing:

- Gregg Young Automotive, Newton, Ia. (within 5%) \$46,570.00
- Karl Automotive Group, Ankeny, Ia. \$45,259.20
- Bob Brown Chevrolet, Urbandale, Ia. \$46,031.00 ; and

WHEREAS, City staff recommends that Council award the bid for a new parks crew cab truck to Gregg Young Automotive, Newton, Ia, in the amount of \$46,570.00 as it falls within the 5% local bid allowance; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the proposal for the purchase of a 2026 Chevrolet Silverado 4WD Crew Cab Work Truck from Gregg Young Automotive, Newton, Iowa, in the amount of \$46,570.00 is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Development Director is authorized to process said payment in the amount of \$46,570.00; to be paid utilizing 2026 A Bond Funds.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution amending resolution 2026-327 approving the purchase and up-fit services for two police patrol vehicles

Summary:

Upfit cost exceeded the original quote due to damaged and obsolete equipment which required replacement.

Financial Impact:

Not to exceed \$124,00.00

Report Number: 2026-469

Date:

May 4, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

At the April 6, 2026, Newton City Council meeting, City Council approved resolution 2026-327 for the purchase and upfit of two 2025 Ford Police Interceptor SUVs. Stivers Ford of Waukees submitted a quote of \$93,800 for the purchase of two Ford Interceptor SUVs and an additional estimated \$20,000 for up-fit services (remove and install emergency equipment) from two of the replacement units.

During the upfit process, it was found that some of the equipment was not compatible and some equipment was damaged or obsolete and required replacement. This caused the upfit cost to exceed the projected \$20,000 by \$9,175.24, for a total of \$29,175.24.

City staff recommends amending resolution 2026-327 to reflect a total cost not to exceed \$124,000 utilizing 2026 bond proceeds.

Recommendation:

Staff recommends approval of this resolution

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION AMENDING RESOLUTION 2026-327 FOR THE PURCHASE AND UP-FIT SERVICES FOR TWO POLICE PATROL VEHICLES

WHEREAS, City Council previously approved resolution 2026-327 approving the purchase and upfit of two patrol vehicles from Stivers Ford of Waukee for a total cost of \$113,800; and

WHEREAS, due to the need to replace some damaged and obsolete equipment the upfit cost exceeded the original quote;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees amend the original cost to purchase and upfit of two 2025 Ford Police Interceptor SUV from Stivers Ford of Waukee, IA for a total cost not to exceed \$124,000 utilizing 2026 bond proceeds.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving amendment #001 to a Professional Services Agreement for the 2026 Downtown Streetscape Project

Summary:

Approve an amendment to the existing professional services agreement for the 2026 Downtown Streetscape Project

Financial Impact:

\$13,100.00 from RUT funds

Report Number: 2026-479

Date:

May 4, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The 100 blocks of W 3rd St N and the east half of W 4th St N between 1st Ave W and N 2nd Ave W have had several asphalt resurfacing projects over the last 65 years. The asphalt surface needs rehabilitation. These blocks have been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage. Due to these issues and their extreme deterioration, these streets have been chosen for the next downtown streetscape project.

On October 21, 2024, an agreement with Bolton & Menk, Inc was approved for professional services related to the design of the project. During project design, additions to the project, including traffic signal removals and sidewalk ramp reconstruction, have necessitated additional work by the engineer.

For the additional work, the engineer has submitted an amendment to the original agreement in the amount of \$13,100.00. These additional funds will cover all necessary outside engineering work to bid and award the project. Remaining engineering work, including project inspections, will be handled by City staff.

Recommendation:

City staff recommends approval of the \$13,100.00 amendment to the professional services agreement with Bolton & Menk for the 2026 Downtown Streetscape Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION APPROVING AMENDMENT #001 TO A PROFESSIONAL SERVICES AGREEMENT FOR THE 2026 DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT

WHEREAS on October 21, 2024, an agreement with Bolton & Menk, Inc was approved for professional services related to the design of the 2026 Downtown Streetscape Project; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that: Amendment #001 to Agreement for Professional Services is hereby approved, and the additional fee of \$13,100.00 shall be paid for using RUT Funds.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

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

This AMENDMENT #001 ("Amendment") to the original Agreement for Professional Services between City of Newton ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated **June 24, 2025** (the "Agreement") is made and entered into on this **4th day of May, 2026**.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, procurement, and construction services in connection with the **Downtown Streetscape Improvements** project (the "Project");

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

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

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

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

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

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

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

CITY OF NEWTON

BOLTON & MENK, INC.

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: Matt Ferrier

TITLE: _____

TITLE: Principal Engineer

DATE: _____

DATE: 4/24/2026

EXHIBIT B – FEE ATTACHMENT

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

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

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Task I, Subtask B	Design Phase Services	\$13,100
THIS AMENDMENT Sub-Total		\$13,100
	(Less Reduction in Fee -if any)	
THIS AMENDMENT TOTAL		\$13,100

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT		\$61,060
PREVIOUS AMENDMENTS #000		\$0
AMENDMENT #001 CHANGE		\$13,100
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$74,160

2. **SCHEDULE:** Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed by June 30, 2026.

3. **MAXIMUM FEE.** The Maximum Fee will not exceed: \$74,160.00.

City of Newton Council Report

**Item:**

Resolution awarding contract for the W 22nd St S Storm Water Repair Project

Summary:

This resolution awards a contract for work to repair 30-40 feet of separated storm sewer pipe in the SW part of Newton.

Financial Impact:

\$15,750 to be paid using the stormwater fund.

Report Number: 2026-483**Date:**

May 4, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

In 2025, the homeowner at 1001 W 22nd St S reported erosion concerns near a storm outlet in her rear yard. In response, the City's Utilities and Public Works Departments conducted an investigation, including televising the storm sewer. The inspection revealed that the pipe had separated and shifted, causing the pipe outlet to collapse into the creek.

This project will consist of removing approximately 35 feet of existing 15-inch reinforced concrete pipe and replacing it with 35 feet of 18-inch high-density polyethylene pipe. In addition, riprap will be installed at the outlet to stabilize the area and prevent further erosion. Surface restoration will be completed following installation.

The Public Works Department solicited quotes from three contractors across central Iowa. Annee Construction of Kellogg, IA, was determined to be the lowest responsive and responsible bidder, with a quote of \$15,750.

The project is anticipated to be completed by fall 2026, with costs to be paid from the Stormwater Utility fund.

Recommendation:

Award contract to Annee Construction of Kellogg, Iowa, for the completion of the W 22nd St S Storm Water Repair project in the amount of \$15,750.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION AWARDING CONTRACT FOR THE W 22nd St S STORM WATER REPAIR PROJECT

WHEREAS, in 2025, the homeowner at 1001 W 22nd St S reported erosion concerns near a storm outlet in her rear yard; and

WHEREAS, in response, the City's Utilities and Public Works Departments conducted an investigation, including televising the storm sewer; and

WHEREAS, the inspection revealed that the pipe had separated into three sections and that the adjacent creek had shifted, causing the outlet of the pipe to collapse into the creek; and

WHEREAS, public works staff prepared a quote package for said work and sought quotes from numerous contractors in central Iowa; and

WHEREAS, Annee Construction of Kellogg, Iowa, provided the lowest responsive responsible quote for the W 22nd St S Storm Water Repair Project in the amount of \$15,750.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote from Annee Construction of Kellogg, Iowa, in the amount of fifteen thousand seven hundred and fifty dollars and zero cents (\$15,750.00) for the W 22nd St S Storm Water Repair Project, is hereby accepted, the same being the lowest, responsive quote received for said project; and that the project will be paid for using the stormwater fund.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Annee Construction of Kellogg, Iowa, for the W 22nd St S Storm Water Repair Project, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 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 Annee Construction 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 City of Newton Public Works Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2026 Edition of the SUDAS Standard Specifications, the 2026 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:

W 22ND ST S STORM WATER REPAIR PROJECT: This project will consist of removing approximately 30–40 feet of existing 15-inch reinforced concrete pipe and replacing it with 30–40 feet of 18-inch high-density polyethylene pipe. In addition, riprap will be installed along the creek bank to stabilize the area and prevent further erosion. Surface restoration will be completed following installation

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of fifteen thousand seven hundred and fifty dollars and zero cents (\$15,750.00) which amount shall constitute the required amount of the performance and payment 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 be fully completed on or before October 30, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Two hundred dollars and zero cents (\$200.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)
WATER REPAIR PROJECT

Project Name: W 22ND ST S STORM

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

JURISDICTION

CONTRACTOR

By _____

(Seal)
ATTEST:

Annee Construction
Contractor

By  
Signature

Owner/President
Title

516 Main St
Street Address

Kellogg, IA, 50135
City, State, Zip Code

641-275-5570
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1473-37 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 Owner 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)
WATER REPAIR PROJECT

Project Name: W 22ND ST S STORM

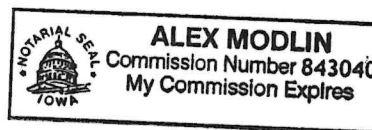
NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
Jasper) SS
County)

On this 24 day of April, 2020, before me a Notary Public in and for said county, personally appeared Reece Annee, to me personally known, who being by me duly sworn did say that person is Owner of said Business, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Central Iowa Excavation, and that said instrument was signed and sealed on behalf of the said Central Iowa Excavation by authority of its managers and the said Central Iowa Excavation acknowledged the execution of said instrument to be the voluntary act and deed of said Central Iowa Excavation, by it voluntarily executed.

Alex Modlin
Notary Public in and for the State of Iowa
My commission expires October 13, 20 28



(CONT. CONTRACT)
REPAIR PROJECT

Project Name W 22ND ST S STORM WATER

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	Clearing and Grubbing	LS	1	\$1000.00	\$1000.00
2.	Class 10 Offsite	LS	1	\$3,000.00	\$3,000.00
3.	Removal of Less than 15" RCP	LF	40	\$40.00	\$1,600.00
4.	Concrete Collar	LS	1	\$400.00	\$400.00
5.	18" Corrugated HDPE dual wall	LF	40	\$100.00	\$4,000.00
6.	18" Pipe Apron	LS	1	\$350.00	\$350.00
7.	Rip Rap Class E & Fabric	Ton	30	\$75.00	\$1,350.00
8.	Offsite Top Soil	CY	30	\$75.00	\$2,250.00
9.	ECM and grass seeding	LS	1	\$1,800.00	\$1,800.00

Total Quoted Cost to Perform the Work:

\$15,750.00

City of Newton Council Report

**Item:**

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

Summary:

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

Financial Impact:

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

Report Number: 2026-484

Date:

May 4, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

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

McCann Housing Associates, LP has provided documentation that the property taxes for the 2nd half of fiscal year 2025-2026 have been paid in the total amount of \$58,965.00 and is eligible to receive a 100% TIF rebate of \$45,535.20.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to McCann Housing Associates, LP for the 2nd half of the 25/26 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2026- _____

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

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

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

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

WHEREAS, the Developer has paid its property taxes for the 2nd half of fiscal year 25-26 in the total amount of \$58,965.00 and is eligible to receive a 100% TIF rebate of \$45,535.20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with McCann Housing Associates, LP a property tax rebate for the 2nd half of fiscal year 25-26 taxes in the amount of \$45,535.20 is hereby approved.

PASSED this 4th day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Theisen's Property Located at 3021 1st Ave E Within the East Mart Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the Theisen's Property According to the Approved Development Agreement

Financial Impact:

\$50,568 property tax rebate from the East Mart Urban Renewal TIF Fund as budgeted

Report Number: 2026-520**Date:**

May 4, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in December of 2021 with Theisen's on the property located at 3021 1st Ave E within the East Mart Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Theisen's in Fiscal year 25/26.

Theisen's has provided documentation that property taxes in the amount of \$65,482 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 \$50,568.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Theisen's for property taxes paid in FY25/26.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
THEISEN’S PROPERTY LOCATED AT 3021 1st Ave E WITHIN THE
EAST MART URBAN RENEWAL AREA**

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

WHEREAS, a Development Agreement with Theisen’s was entered into in
December of 2021 on the property located at 3021 1st Ave E within the East Mart Urban
Renewal Area, and

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

WHEREAS, the Developer has paid its property taxes for fiscal year 2025-2026 in
the total amount of \$65,482 and is eligible to receive a 100% TIF rebate in the amount of
\$50,568;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Theisen’s, a property tax rebate
for fiscal year 2025-2026 property taxes in the amount of \$50,568 is hereby approved.

PASSED this 4th day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of N.E. Pump Station Improvements

Summary:

Final completion of N.E. Pump Station Improvements

Financial Impact:

\$10,374.84 utilizing Water Pollution Control Enterprise Funds.

Report Number: 2026-499

Date:

May 4, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

On June 16, 2025, the Newton City Council awarded a contract to WRH Inc. of South Amana, Iowa for improvements to the Northeast Pump Station, in the amount of \$339,000.00.

The project included removal of the existing grinder and installation of a higher-capacity unit with advanced control systems, addition of a third pump equipped with a variable frequency drive (VFD), capable of handling flows between 800 and 900 gallons per minute, installation of new piping, electrical upgrades, and updated control systems to support the expanded capacity.

During construction, it was determined that the existing equipment base was undersized for the new pump. Change Order No. 1 was issued to address this condition and included: removal of the existing equipment pad, relocation of electrical conduit, installation of a new equipment pad and revised piping in accordance with project requirements. December 1, 2025 Newton City Council approved change order #1 for this work, in the amount of \$5,927.89

All work associated with the Northeast Pump Station Improvements Project has been completed in accordance with the contract documents and approved change orders. The improvements enhance system capacity, reliability, and operational efficiency, and position the City to meet current and some additional wastewater demands in the Northeast Service Area.

Recommendation:

Accept the completion of the Northeast (N.E.) Pump Station Improvements Project, and authorizing the retainage amount of \$10,374.84 to be paid to the contractor, no sooner than 30 days after approval of this resolution, should no claims be on file, utilizing Water Pollution Control Enterprise Funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION ACCEPTING COMPLETION OF N.E. PUMP STATION IMPROVEMENTS

WHEREAS, On June 16, 2025, the Newton City Council awarded a contract to WRH Inc. for planned improvements to the Northeast Pump Station; and

WHEREAS, the project includes removing the existing grinder and installing a higher-capacity unit with advanced control systems. It also provides for the addition of a third pump equipped with a variable frequency drive (VFD) and designed to handle flows between 800 and 900 gallons per minute; and

WHEREAS, during the submittal review process, it was determined that the existing pump equipment base is undersized for the new pump; and

WHEREAS, Change Order No. 1 includes removing the existing pad, relocating the electrical conduit, and installing a new equipment pad and revised piping as shown in the attached drawings.

WHEREAS, December 1, 2025 Newton City Council approved change order #1 for this work, in the amount of \$5,927.89; and

WHEREAS, all work associated with the Northeast Pump Station Improvements Project has been completed in accordance with the contract documents and approved change orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Northeast (N.E.) Pump Station Improvements Project is hereby accepted as complete, and the retainage in the amount of \$10,374.84 is authorized to be paid to WRH Inc. of South Amana, Iowa, no sooner than thirty (30) days following approval of this resolution, provided no claims are on file, with such payment to be made from the Water Pollution Control Enterprise Fund.

PASSED this _____ day of May 2026.

APPROVED this _____ day of May 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



Strand Associates, Inc.®

2802 South Loop Drive

Ames, IA 50010

(P) 515.233.0000

www.strand.com

April 27, 2026

Mr. Jody Rhone, Utilities Director
City of Newton
303 West 4th Street North, Suite 501
Newton, IA 50208

Mr. Jamie Rich
Wendler, Inc.
1648 T Avenue
South Amana, IA 52334

Re: Northeast Pump Station Improvements
Contract 1-2025
City of Newton, Iowa (Owner)

Dear Mr. Rhone and Mr. Rich:

In accordance with Article 15.03 of the General Conditions and based on the comments received by Strand Associates, Inc.® from Owner on April 27, 2026, this letter is a Final Certificate of Substantial Completion for Contract 1-2025. This certificate includes by reference the Preliminary Certificate of Substantial Completion dated April 21, 2026, and the punch List of Items to be Completed or Corrected that was enclosed with that certificate.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at April 21, 2026.

Please call 515-233-0000 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Steve A. Van Dyke, P.E.

Enclosures

c/enc: Brad Hansen, City of Newton
Matt Yentz, Strand Associates, Inc.®



Strand Associates, Inc.®

2802 South Loop Drive

Ames, IA 50010

(P) 515.233.0000

www.strand.com

April 21, 2026

Mr. Jody Rhone, Utilities Director
City of Newton
303 West 4th Street North, Suite 501
Newton, IA 50208

Re: Preliminary Certificate of Substantial Completion–Northeast Pump Station Improvements
Contract 1-2025
City of Newton, Iowa (Owner)

Dear Mr. Rhone:

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on March 18, 2026.

Based on this inspection and startup of the new pump on April 21, 2026, we have included in this preliminary certificate a date of April 21, 2026, for Substantial Completion of the project.

A punch List of Items to be Completed or Corrected, which were noted during the inspection, is enclosed. Many of these items have been completed since the inspection date.

In accordance with Article 15.03 of the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Supplementary Conditions. As specified in Article 6.01 of the General Conditions, the Performance and Payment Bonds shall remain in effect at least until 1 year after the date when final payment becomes due.

As specified in Article 6.03 of the General Conditions and Supplemental General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations.

Concerning site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

Concerning operation and maintenance, we recommend that OWNER be responsible for operation and routine maintenance of the facilities. In the case of equipment, OWNER shall be responsible for operation and routine maintenance from the date of Substantial Completion.

Mr. Jody Rhone, Utilities Director
City of Newton
Page 2
April 21, 2026

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

Please note that, in accordance with Article 15.03, OWNER has 7 days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 515-233-0000 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Steve A. Van Dyke, P.E.

Enclosures

c/enc: Kendra Lyon, Wendler, Inc.
Brad Hanson, City of Newton
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
Northeast Pump Station Improvements
Contract 1-2026
City of Newton, Iowa

Original List Date: March 18, 2026 Updated List Date: _____

A. General

1. Complete the startup and training of the new pump after the pump noise issue has been addressed.
2. Complete the installation of the seal water system and stuffing box drain. Note that the supply side of the seal water system needs to be copper tubing to match the existing, in accordance with the note on the Drawings.
3. Complete the cleanout of the east wet well.
4. Submit the startup reports for the grinder and pump.
5. Complete the final cleanup.
6. Review whether the following spare parts have been delivered to Owner:
 - a. Grinder—Three rotary cutters and one stationary cutter basket.
 - b. Pump—Complete set of seals, O-rings, gasket, one mechanical seal, one set of wear rings.
7. Review whether the final Operations and Maintenance Manuals have been delivered to Owner.
8. Provide final Record Drawings.

B. Electrical

1. See the enclosed Job Observation Report from Riesberg Engineering Company, consisting of three pages.

c: Matt Yentz, Strand Associates, Inc.®

J O B S I T E O B S E R V A T I O N R E P O R T

Re: Northeast Pump Station Imp. Newton, Iowa	Observed and Written By: Brian D. Riesberg, P.E.
Date of Observation: 18 Mar 2026	Riesberg Engineering Project Number: 24-004
Date of Report: 24-Mar-2026	

This report itemizes observed portions of the installation of workmanship and/or material items that fail to meet the intent of the contract documents. The work shall be considered complete only when all noted items have been corrected and/or completed. This report shall not be construed as having any other purpose but to notify the contractor of visible deviations from the contract documents that were observed on the date noted. Omissions or unnoted items do not relieve the contractor of his or her responsibility to complete all work in accordance with the contract documents.

1. Electrical Installation

- a. Verify all conduits that enter building from outdoors have putty to prevent air transfer between outdoors and indoor equipment. Use electrical putty, not expanding foam.
- b. Verify all sealing fittings for hazardous locations are filled.
- c. Vented Boxes (at wet well and at equipment rack):
 - i. Screened panels had large gaps that allow insects (wasps) into the vented area. Need additional formed flashing plates to prevent insect entry. Add electrical putty to fill any gaps not covered by flashing plates.
- d. Wet well
 - i. Float switches are currently installed without anchors or stainless steel hanger. Anchor and hanger was specified and submitted for approval.
 - ii. Float switch elevations need to be fixed via connection of float switch cable to the stainless steel boat anchor. See float switch and anchor mounting details, part of the anchor system.
 - iii. Conduits entering wet well need dux seal. See detail 4/E4 tagged note 5.
 - iv. Float switch cables need braided cable grip (Kehlems or similar) to support weight of cable, hung from hook installed in wet well. Supply one grip for each cable, not shared cables in one grip.

2. Controls and control panel

- a. Panel Wiring:
 - i. Fix wiring relating to Pump-3 newly added lights for Run and Fail indicating lights and PLC inputs. These were backwards when first tried at site.

- ii. Exchange nameplates or lens caps for Pump 3 lights to match colors for Pump 1 and 2. Run light is red, Fail light is orange/amber.
 - iii. Verify operation of float backup mode and timers by lifting the high level float and seeing that pumps operate separate from the PLC. Adjust pump-on timers to correspond to Owner desires for which pump comes on first and how long successive pumps take to come on if high level is not reset.
- b. Local OIT programming
 - i. Reorganize Pump On/Off setpoint screen to be more intuitive for Mode-1 (two pumps) vs. Mode-2 (one pump), including separate setpoints for on/off for each mode and separate setpoints for Pump-3 speed control independent of the on/off setpoints.
 - ii. Lift Station Overview screen:
 - 1. Add Wet well wall divider, like in real life, with elevation of dividing wall between east and west half of wetwell. Add label inside wetwell to title "East", and "West".
 - 2. Add graphic level transducer to show it is located in west half.
 - 3. Show high level float in west half, as is physically installed.
 - 4. Add text to each pump, or some other dividing lines that indicate that suction line for Pumps 1 & 2 is from West half and Pump 3 suction line is from East half.
 - 5. Add internal "Pump 3 Off" setpoint range limit so Pump 3 cannot select an elevation lower than (dividing wall + 0.25ft). This is due to the level transmitter being in the west half of wetwell and Pump-3 being in east half of wetwell. Lower elevations for Pump1 and Pump2 may be selected without regard to dividing wall elevation.
 - 6. Verify when "Mode 1" or "Mode 2" is selected that the light-purple highlight blocks change. Otherwise, add OIT screen text to explain that Mode 1 is for Pump 1/Pump 2 and Mode 2 is for Pump 3.
 - iii. Setpoints relating to pumps output GPM being too low were not yet incorporated. See spec 25 91 00 part 2.02.G.
 - 1. Mode-1 minimum flow rate (one pump)
 - 2. Mode-1 minimum flow rate (two pumps)
 - 3. Mode 2, Pump #3 minimum flow rate.
- c. PLC Programming
 - i. Flow
 - 1. Investigate calibration signal of flow. When the pump station was not moving water, the flow rate was reported on the OIT as 12.5GPM (non-zero).
 - 2. Programming of pump minimum flow to alarm and fail is not yet implemented. Incorporate adjustable time delays to allow startup/ramp-up of pumps prior to alarm and determining failure.

3. Verify PLC monitoring of check valves for Pump 1 and Pump 2 have been disabled. But do not delete the programming to allow future reactivation if needed.

ii. Grinder

1. Verify operation of current surge monitor and jam clearing routines. This was not tested at site. It may be possible to dial the Tsubaki relay amp setting lower and lower while running to simulate a jam/surge condition.
2. Obtain confirmation of auto-forward-reverse time delays, currently 999 minutes maximum, with Owner. The timing unit might be better in hours, not minutes.

iii. SCADA Computer at WWTP

1. See section 25 91 00 part 2.03. SCADA upgrades at WWTP have been reported as not yet started.
2. It is noted that existing controls from WWTP SCADA are very limited and are expanded to full-control with this project. All setpoints and information shown at lift station OIT should be available at the WWTP SCADA when complete.

END OF REPORT

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a zero turn mower for Water Pollution Control

Summary:

Purchase a zero turn mower for the Water Pollution Control Division of the Utilities Department.

Financial Impact:

\$20,900.00 paid with Water Pollution Control Enterprise Funds.

Report Number: 2026-500

Date:

May 4, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

A zero turn mower was included in the capital equipment plan for fiscal year 2027. The zero turn mower will be used for mowing all areas at the remote sewer lift stations and at the Water Pollution Control Plant.

After discussions amongst staff, including the parks mechanic, about different zero turn mower options, specifications and maintenance related issues, WPC staff determined the Kubota ZD 1211L-3-72 best fits the needs for Water Pollution Control, with its ease of operation and maintenance.

Utilizing Sourcewell, a public purchasing cooperative for state & local governments, city staff requested a quote from Central Iowa Farm Store – Marshalltown, Iowa. Central Iowa Farm Store – Marshalltown, Iowa provided a quote for the Kubota ZD 1211L-3-72 in the amount of \$20,900.00.

Recommendation:

Approval of the resolution authorizing the Utilities Director to purchase a zero turn mower from Central Iowa Farm Store – Marshalltown, Iowa in the amount of \$20,900.00. This purchase will be paid utilizing Water Pollution Control Enterprise Funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION AUTHORIZING PURCHASE OF A ZERO TURN
MOWER FOR WATER POLLUTION CONTROL**

WHEREAS, A zero turn mower was included in the capital equipment plan for fiscal year 2027; and was identified as an appropriate piece of equipment to be replaced; and

WHEREAS, after discussions amongst staff, including the parks mechanic, about different zero turn mower options, specifications and maintenance related benefits, WPC staff determined the Kubota ZD 1211L-3-72 best fits the needs for Water Pollution Control, with its ease of operation and maintenance; and

WHEREAS, Utilizing Sourcewell, a public purchasing cooperative for state & local governments, city staff requested a quote from Central Iowa Farm Store – Marshalltown, Iowa. Central Iowa Farm Store – Marshalltown, Iowa provided a quote for the Kubota ZD 1211L-3-72 in the amount of \$20,900.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Utilities Director is authorized to proceed with the purchase of a zero-turn mower from Central Iowa Farm Store – Marshalltown, Iowa in the amount of \$20,900.00. This purchase will be paid utilizing Water Pollution Control Enterprise Funds.

PASSED this _____ day of May 4, 2026.
APPROVED this _____ day of May 4, 2026.

Randy J. Ervin, Mayor
ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting final completion of the Water Treatment Plant Controls and Telemetry Replacement Project

Summary:

Accepting completion of the Water Treatment Plant Controls and Telemetry Project and releasing retainage

Financial Impact:

\$8,530.77 from Water Enterprise Funds.

Report Number: 2026-501

Date:

May 4, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

At the November 6, 2023, City Council meeting, the Council approved a project for the replacement of controls and telemetry at the Water Treatment Plant. This project was included in the Capital Improvement Plan (CIP) for FY24 and awarded to JETCO Inc. for \$225,000.

Strand Engineering prepared the plans, specifications, and cost estimates, with the engineer's probable cost estimate set at \$500,000.

JETCO proposed modifications to the existing contract to incorporate additional automation enhancements for the Water Treatment Plant. These upgrades, as defined in change order #1, which were not included in the original contract. Several of the items included in the change order are recommendations from the Iowa Department of Natural Resources. Change order #1 increased the contract amount by \$62,844.00. Newton City Council approved change order #1 at the March 17, 2025 council meeting.

Change orders #2 was approved administratively, by the Utilities Director, as it was within the Director's authorized limit, \$3,649.80. Change order #3 was also approved administratively, as it was a deduct, (\$7,131.92), for a total project cost of \$284,361.88.

Recommendation:

Accept the completion of the Water Treatment Plant Controls and Telemetry Replacement Project, and authorizing the release of retainage in the amount of \$8,530.77 to be paid to JETCO Inc. of Altoona, Iowa, no sooner than 30 days after approval of this resolution, should no claims be on file, utilizing Water Enterprise funds.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION ACCEPTING FINAL COMPLETION OF THE WATER
TREATMENT PLANT CONTROLS AND TELEMETRY REPLACEMENT
PROJECT**

WHEREAS, At the November 6, 2023, City Council meeting, the Council awarded a project for the replacement of controls and telemetry at the Water Treatment Plant to JETCO Inc. for \$225,000; and

WHEREAS, JETCO proposed modifications to the existing contract to incorporate additional automation enhancements for the Water Treatment Plant. These upgrades, as defined in change order #1 increased the contract amount by \$62,844.00. Newton City Council approved change order #1 at the March 17, 2025 council meeting; and

WHEREAS, Change order #2 was approved administratively, by the Utilities Director, as it was within the Director's authorized limit, \$3,649.80; and

WHEREAS, Change order #3 was also approved administratively, as it was a deduct, (\$7,131.92), for a total project cost of \$284,361.88; and

WHEREAS, the engineer of record from Strand Engineering has signed a certificate of completion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Controls & Telemetry Replacement Project be accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Newton, Iowa, that the release of retainage in the amount of \$8,530.77 is hereby authorized to be paid to JETCO Inc. of Altoona, Iowa, no sooner than thirty (30) days following approval of this resolution, provided no claims are on file, with such payment to be made from Water Enterprise Funds.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



Strand Associates, Inc.®

2802 South Loop Drive

Ames, IA 50010

(P) 515.233.0000

www.strand.com

April 28, 2026

Mr. Jody Rhone, Utilities Director
City of Newton
303 West 4th Street North, Suite 501
Newton, IA 50208

Re: Water System Controls Replacement
Contract 1-2023
City of Newton, Iowa (Owner)

Dear Mr. Rhone:

In accordance with Article 15.06 of the General Conditions, this letter serves as our recommendation of final payment for the Water System Controls Replacement. Enclosed is a copy of the final Application for Payment. Based upon our observations of the Work, communications with the plant staff and Jetco, Inc., and our review of the final Application for Payment, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated on the enclosed final Application for Payment.

Furthermore, in accordance with Article 15.06 of the General Conditions and in support of our recommendation of payment of the final Application for Payment, this letter also provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated limitations in this notice and to the provisions of Article 15.07 of the General Conditions.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at September 11, 2025, and established the Correction Period for the Work, as defined in Article 15.08 of the General Conditions.

Please call 515-233-0000 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Steve A. Van Dyke, P.E.

Enclosures

c/enc: John Whitacre, Jetco, Inc.
Matt Yentz, Strand Associates, Inc.®
Justin Bilskemper, Strand Associates, Inc.®

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APPLICATION FOR PAYMENT

OWNER City of Newton, Iowa PROJECT Water System Controls Replacement
CONTRACTOR Jetco, Inc CONTRACT 1-2023
FOR PERIOD ENDING 4/22/2026 PAYMENT APPLICATION DATE 4/22/2026
PAYMENT APPLICATION NO. 1

TOTAL AMOUNT REQUESTED TO DATE	\$ 284,358.88
LESS RETAINAGE	\$ 0
NET AMOUNT DUE	\$ 284,358.88
AMOUNT OF PREVIOUS PAYMENTS	\$ 275,828.11
AMOUNT DUE THIS APPLICATION	\$ 8,530.77

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated March 18th, 2026

Jetco
CONTRACTOR

By


(Authorized Signature)By John M. Whitacre

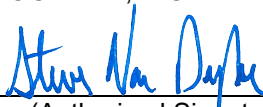
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated April 27, 2026

STRAND ASSOCIATES, INC.®

By


(Authorized Signature)

By

Steve Van Dyke
(Print Name)

PROJECT Water System Controls ReplacementCONTRACTOR Jetco, Inc.DATE 4/24/2025

BREAKDOWN OF CONTRACT AMOUNT

Item No.	Description	Contract Amount	Total Previous Request	Amount This Request	Percent Complete	Balance to Complete
1	Approved Submittal/Systems Engineering	21,600.00	21,600.00		100	
2	Control Panel Upgrade Hardware/Equipment	143,000.00	143,000.00		100	
3	MCC Allowance	5,000.00		5,000.00	100	
4	System Programming & Installation	15,400.000	10,400.00	5,000.00	100	
5	Dell Precision Work Stations 3680 w 1 UltraSharp 27 Inch \$ SoundBar	5,885.38	5,885.38		100	
6	Eaton 9SX 1000VA Tower UPS	1,975.04	1,975.04		100	
7	SonicWall TZ370 Wireless AC TotalSecure Upgrade 3YR Essential Edition	1,558.10	1,558.10		100	
8	Grandstream UCM6301 VoIP Modem for WIN-911 Alarming	216.03	216.03		100	
9	Wireless Access Point Ubiquiti	574.59	574.59		100	
10	PoE Injector	51.36	51.36		100	
11	Apple iPad	351.88	351.88		100	
12	Industrial Cover	56.70	56.70		100	
13	SonicWALL Years 2&3 Included with Hardware - Large Cost Savings	0				

14	FactoryTalk View SE STATION BUNDLE: UNLIMITED 3 Year Agreement Term	11,490.50	11,490.50		100	
15	SmartSights Bundle (SB- Pro XLReporter + WIN- 911) 3-year Term Subscription	7,225.00	7,225.00		100	
16	FactoryTalk A&E Client Add-on, 3-year Term Subscription	297.50	297.50		100	
17	Change Order #1	62,844.00	34,500.00	28,344.00	100	
18	Change Order #2 – Chem Pump & Level Transmitter	3,649.80		3,649.80	100	
19	Change Order #3 – MCC & SCADA Allowances	3,186.00		3,186.00	100	
	TOTALS	284,361.88	239,182.08	45,179.80		

City of Newton Council Report

**Item:**

Resolution approving Amendment #002 to the Engineering Services Agreement for Professional Services between City of Newton, Iowa and Bolton & Menk, Inc. for Westwood Golf Course Bridge Replacement and Repair Project

Summary:

Approving Amendment #002 for Engineering Services related to Westwood Golf Course Bridge Project

Financial Impact:

\$8,700 of Golf Fund reimbursed by FEMA

Report Number: 2026-512

Date:

May 4, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The original agreement, approved by Resolution 2024-369, covered the engineering services by Bolton and Menk for the repair/replacement of the bridge at Westwood Golf Course. The bridge suffered storm damage.

Amendment #001 to the engineering services agreement was approved by Resolution 2025-176 to include additional work related to structural abutment design.

Amendment #002 is now necessary for construction administration as the project is nearing completion. Amendment #002 has an \$8,700.00 price attached to it.

The golf fund will cover the fee, but then be reimbursed by FEMA.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION APPROVING AMENDMENT #002 TO THE
ENGINEERING SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN CITY OF NEWTON,
IOWA AND BOLTON & MENK, INC. FOR WESTWOOD GOLF
COURSE BRIDGE REPLACEMENT AND REPAIR PROJECT**

WHEREAS, on May 21, 2024, the City of Newton received heavy rains, resulting in flash flooding that caused severe damage to the bridge on Hole #16 at Westwood Golf Course; and

WHEREAS, by Resolution 2024-369, the City entered into an Engineering Services Agreement with Bolton & Menk for the Bridge Replacement and Repair Project; and

WHEREAS, by Resolution 2025-176, Amendment #001 to said agreement was approved; and

WHEREAS, it is necessary to amend the agreement again to cover construction administration costs;

NOW, THEREFORE, BE IT RESOLVED, by the City Council fo Newton, Iowa that Amendment #002 to the previously approved and amended Engineering Services Agreement for the Westwood Golf Course Bridge Replacement and Repair Project is hereby approved, with the additional cost of \$8,700.00 to be paid for from Golf Funds and reimbursed by FEMA.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

AMENDMENT #002 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF NEWTON, IOWA AND BOLTON & MENK, INC.

This AMENDMENT #002 ("Amendment") to the original Agreement for Professional Services between City of Newton, Iowa ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated **November 4, 2024** (the "Agreement") and AMENDMENT #001 **dated May 6, 2025** is made and entered into on this ____ day of May, 2026.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, procurement, and construction services in connection with the Westwood Golf Course Bridge Repairs and Replacement Project (the "Project");

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

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

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

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

3. Additional Forms. Exhibit A is attached and incorporated into the Agreement.

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

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #002 to be executed by their duly authorized representatives on the dates written below.

CITY OF NEWTON

BOLTON & MENK, INC.

SIGNED: _____

SIGNED: _____

NAME: RANDY J. ERVIN

NAME: MATTHEW FERRIER, P.E.

TITLE: MAYOR

TITLE: PRINCIPAL ENGINEER

DATE: _____

DATE: _____

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #002

1. SCOPE OF SERVICES

Services as described in the Agreement for “WESTWOOD”, Exhibit Scope of Services are amended as follows:

- Modify Subtask E: Construction Administration

Subtasks 2– Provide Resident Project Representative Service

2. COMPENSATION

In consideration of the additional professional services provided, the CONSULTANT agrees to pay the SUBCONSULTANT the additional fee to increase the original TOTAL LUMP SUM FEE, including any *authorized* reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement.

Task Description	Original Fee	Amendment #1	Amendment #2	Total Revised Fee
Subtask A – Project Initiation and Mgmt	\$2,200	\$0	\$0	\$2,200
Subtask B – Data Collection	\$7,400	\$0	\$0	\$7,400
Subtask C – Construction Drawings	\$41,900	\$0	\$0	\$41,900
Subtask C – Hydraulic Design and Permitting	\$27,900	\$4,600	\$0	\$32,500
Subtask D – Bidding Phase	\$6,500	\$0	\$0	\$6,500
Subtask E – Construction Administration	\$25,900	\$0	\$8,700	\$34,600
Subtask F – Structural	\$0	\$14,500	\$0	\$14,500
Subconsultant – Geotechnical Exploration	\$4,500	\$0	\$0	\$4,500
Total Lump Sum	\$116,300	\$19,100	\$8,700	\$144,100

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the CONSULTANT and SUBCONSULTANT, as executed on the date written above.

City of Newton Council Report

**Item:**

Resolution approving the name change of the buyers for the previously approved sale of properties at 920-1100 West 22nd Street South and 2000-2112 South 11th Avenue West, Newton, Jasper County, Iowa

Summary:

Approving the name change of buyers of the lots in Fountain Hills to the buyers' LLCs.

Financial Impact:

None.

Report Number: 2026-519**Date:**

May 4, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2026-061, the City Council approved a purchase agreement for the subject properties with Thomas John Schultz and Randy Hanson. It is desirable to transfer the ownership to each the buyers' LLCs, instead of them personally.

The buyers will be:

Thomas John Schultz will be changed to Elevated Structures LLC

Randy Hanson will be changed to Framing Pro LLC

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION APPROVING THE NAME CHANGE OF THE BUYERS
FOR THE PREVIOUSLY APPROVED SALE OF PROPERTIES AT 920-
1100 WEST 22ND STREET SOUTH AND 2000-2112 SOUTH 11TH
AVENUE WEST, NEWTON, JASPER COUNTY, IOWA**

WHEREAS, Resolution 2026-061 approved the sale of city owned property, legally described as follows:

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

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

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

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

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

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

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

WHEREAS, the buyers Thomas John Schultz and Randy Hanson desire to have the properties owned by their limited liability corporations Elevated Structures LLC and Framing Pro LLC;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that name change for the buyers for the previously approved sale of D&D Properties located in the Fountain Hills Subdivision is hereby approved.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 5-5-2026

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 964.50
Acushnet Company	Golf	Merchandise	\$ 5,753.68
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 4,661.60
Airgas USA LLC	Fire	Supplies	\$ 357.80
Alliant Energy/IPL	All	Supplies	\$ 7,232.33
Amazon Capital Services	All	Supplies	\$ 6,766.69
American Legal Publishing Corporation	Administration	Service	\$ 550.00
Ascendance Trucks Midwest LLC	City Garage	Supplies	\$ 5,178.74
ATC Group Services LLC	D & D	Services	\$ 4,710.00
AutoZone Parts Inc	Cemetery/Parks	Supplies	\$ 579.56
Baxter Veterinary Clinic PC	Animal Control	Service	\$ 54.00
Bituminous Materials & Supply	Street	Supplies	\$ 548.34
Black Hills Energy	All	Utilities	\$ 3,002.25
Bolton & Menk Inc	All	Service	\$ 21,611.94
Bound Tree Medical LLC	Fire	Supplies	\$ 1,005.57
Brick Gentry P.C.	All	Service	\$ 36,704.65
Brisel, Dustin	Police	Reimbursement	\$ 18.14
Brooker Corporation	Engineering	Service	\$ 2,851.91
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 425.00
Central Iowa Farm Store	Golf	Supplies	\$ 192.54
Chamber of Commerce	Administration/East Mart TIF	Service	\$ 3,125.00
Chem-Sult Inc	Water Treatment Plant	Supplies	\$ 1,375.00
Core & Main	Water Distribution	Supplies	\$ 7,760.00
D & K Products	All	Supplies	\$ 5,091.20
Dannen, Ryan	D & D	Services	\$ 840.00
DC Sports	Golf	Supplies	\$ 54.00
Degoey,Carl	Fire	Refund	\$ 290.00
Dell Marketing L.P.	Administration	Service	\$ 1,054.50
Dept of Inspections & Appeals	Maytag Pool/Golf/City Center	Service	\$ 490.00
Dinges Fire Company	Fire	Service	\$ 60.11
DMACC - Ankeny Campus	All	Utilities	\$ 3,159.58
Eastern Iowa Publications LLC	All	Service	\$ 79.77
EGGERT,SUSAN	Fire	Refund	\$ 290.00
Financial Forms & Supplies	Fire	Supplies	\$ 120.83
Forbes Office Solutions	Utility Billing/Golf/Water Dist	Supplies	\$ 147.78
Galls LLC	Fire/Police	Supplies	\$ 451.81
Gregg Young Auto Center	Police	Service	\$ 229.71
Gullett, Matt	Police	Reimbursement	\$ 28.88
H & D Services	Water Distribution/Water Treat	Service	\$ 2,456.90
Harden, Jacob	Police	Reimbursement	\$ 226.48
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 3,129.50
Hornung's	Golf	Merchandise	\$ 561.57
HR Green Inc	1st Ave E TIF	Service	\$ 942.50
Hy-Vee Inc	Water Treatment Plant	Supplies	\$ 68.65
Iowa Communities Assurance Pool	Tort Liability	Service	\$ 852.95
Iowa Golf Association	Golf	Merchandise	\$ 300.00
Iowa Law Enforcement Accreditation Prog	Police	Supplies	\$ 40.00
Iowa One Call	Engineering/WPC	Service	\$ 94.30
Isolved Benefit Services	Finance	Services	\$ 143.99
JETCO Inc	Water Pollution Control	Services	\$ 15,837.14
Johnson Aviation	Airport	Service	\$ 3,743.66

Kiesler's Police Supply	Police	Supplies	\$ 4,600.62
Klingspor Abrasives Inc	Street	Supplies	\$ 1,307.97
Leymaster Tile LLC	Storm Water	Supplies	\$ 840.91
Liberty Tire Services LLC	Landfill	Service	\$ 1,027.94
Lovan, Kyle	Police	Reimbursement	\$ 49.59
MacQueen Equipment LLC	Fire	Supplies	\$ 5,506.77
Mahaska Bottling Co	Golf	Concessions	\$ 682.26
Mahaska Communication Group LLC	All	Utilities	\$ 706.19
Manatts - D.M.	Water Distribution	Supplies	\$ 1,091.35
Martin Marietta Materials	Storm Water/Streets	Supplies	\$ 2,514.59
Martin's Flag Company	Fire/Water Treat	Supplies	\$ 384.21
Maxim Advertising	Administration/WPC	Supplies	\$ 450.00
Catholic Health Initiatives Iowa Corp	Fire	Supplies	\$ 1,350.83
Midland Prairie Veterinary Services	Animal Control	Service	\$ 220.00
VanWyk, Diana	Fire	Refund	\$ 32.55
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 16,924.60
Modlin, Alex B & Chelsie R	Private Incentives	Incentives	\$ 10,000.00
Moomaw, Bryan & Karen	Private Incentives	Incentives	\$ 10,000.00
Mow Pow'r	Water Distribution	Supplies	\$ 75.96
MTI Distributing Inc	Parks	Supplies	\$ 85.86
Municipal Collections of America Inc	Fire	Service	\$ 2,625.64
Municipal Supply Inc	Water Distribution	Supplies	\$ 18,361.25
NAPA Auto Parts	All	Supplies	\$ 1,046.99
National Animal Care & Control Assn	Police	Service	\$ 25.00
Newton Animal Clinic LLP	Animal Control	Service	\$ 152.52
Niemann Foods	All	Supplies	\$ 642.19
Niichel, Elyssa	North Central TIF	Grant	\$ 531.92
O'Reilly Auto Parts	Water Distribution	Supplies	\$ 86.54
Phelps Uniform Specialists	All	Service	\$ 329.52
Plowman, Chad	Police	Reimbursement	\$ 59.40
Quill Corporation	All	Supplies	\$ 1,212.14
RACOM Corporation	Police	Supplies	\$ 2,128.34
Regal Clean LLC	City Center	Service	\$ 3,310.55
Reserve Account-Pitney Bowes	All	Supplies	\$ 1,360.00
Rudd Equipment Company Inc	Landfill	Supplies	\$ 6,655.22
Ryan's Tire & Auto	Parks	Supplies	\$ 798.00
Sande Construction and Supply	Maytag Pool	Service	\$ 3,133.00
Spahn & Rose Lumber Co	All	Supplies	\$ 420.08
Spectrum Paint Company	Maytag Pool	Supplies	\$ 48.40
Springer Professional Home Services	City Center	Service	\$ 128.70
St John, Jamie	Water Distribution	Reimbursement	\$ 170.33
State Steel of Des Moines	Storm Water	Supplies	\$ 1,149.19
Strand Associates Inc	Water Treatment Plant/WPC	Service	\$ 11,693.00
T Mobile	All	Service	\$ 1,557.79
Tatman, Anthony	Fire	Service	\$ 175.00
Terminal Supply Company	City Garage	Supplies	\$ 410.34
Theisen's	All	Supplies	\$ 1,480.77
TK Elevator	City Center	Service	\$ 219.21
Town & Country Sanitary Services	Parks	Service	\$ 750.00
Town & Country Wholesale Co	Golf	Concessions	\$ 2,128.47
TreviPay	Library/Fire/Landfill	Supplies	\$ 490.79
Trojan Technologies Corp	Water Pollution Control	Supplies	\$ 3,229.20
Two Rivers Cooperative	Golf	Fuel	\$ 2,780.57
USABlueBook	Water Pollution Control	Supplies	\$ 246.40

Utility Equipment Co	Water Distribution/WPC	Supplies	\$ 8,041.63
Van Maanen Electric Inc	Airport	Service	\$ 15,855.60
Van Wall Equipment	Parks/City Garage	Supplies	\$ 715.71
Veenstra & Kimm Inc	Building	Services	\$ 7,126.85
Vulcan Industries Inc	Water Pollution Control	Supplies	\$ 3,313.77
Warnick Mechanical	Maytag Pool/Parks	Service	\$ 790.22
Waste Solutions of Iowa	Parks\Golf	Service	\$ 1,665.00
Wendler Inc	Water Pollution Control	Services	\$ 468.99
Wex Bank	Utility Bill/Water Dist/Water Treat	Supplies	\$ 1,613.10
Witmer Public Safety Group	Fire	Supplies	\$ 1,994.14
Young Bucks Construction	Water Distribution	Reimbursement	\$ 129.00
		Grand Totals:	\$ 325,317.72

Pre-Authorized Payments

Beverage Distributors of Iowa	Golf	Concessions	\$ 934.98
Black Hills Energy	All	Utilities	\$ 4,006.43
Caliber Concrete	Golf RESO:2025-413, 2026-110	Capital Project	\$ 52,274.27
DIRECTV	Golf	Service	\$ 187.99
Doll Distributing LLC	Golf	Concessions	\$ 1,890.45
Jasper Point Plaza LLC	1st Ave E TIF RESO:2026-138	Tax Rebate	\$ 12,816.00
Johnson Brothers of Iowa	Golf	Concessions	\$ 702.30
Keg 1 Iowa LLC	Golf	Concessions	\$ 968.55
Maxim Trucking & Materials	Landfill RESO:2026-087	Capital Project	\$ 3,588.78
Mercurialis Holdings	1st Ave E TIF RESO:2026-137	Tax Rebate	\$ 5,935.00
Midstate Solutions LLC	East Mart TIF RESO:2026-041	Capital Project	\$ 6,925.80
Nehring Auto Inc	1st Ave E TIF RESO:2026-139	Tax Rebate	\$ 2,074.00
Stivers Ford	Police RESO:2026-103	Vehicle	\$ 93,800.00
TK Concrete Inc	North Central TIF RESO: 2025-358	Capital Project	\$ 16,558.87
United Way of Jasper County	Community Marketing RESO:2026-063	Grant	\$ 2,500.00
Verizon Wireless	Disaster Services	Service	\$ 35.01
Windstream	Fire	Service	\$ 78.14
Total:			\$ 205,276.57

ACH Payments

Kabel	All	Insurance	\$ 50.00
Self Funded Insurance	All	Insurance	\$ 152,763.37
Payroll 3-13-26	All	Payroll	\$ 529,784.42
Payroll 3-27-26	All	Payroll	\$ 523,214.54
Mutual of Omaha	All	Insurance	\$ 5,041.07
Great Southern Bank	Golf	Fees	\$ 1,843.54
State of Iowa	General	Sales Tax	\$ 5,692.00
Lambs Grove	Utility Billing	Fees	\$ 2,438.55
Wet Tax	Utility Billing	Tax	\$ 12,116.28
Returned ACH Fees	Utility Billing	Charges	\$ 758.28
Zift - Fees	Utility Billing	Fees	\$ 20.00
Returned Check Fees	Utility Billing	Fees	\$ 192.90
Total:			\$ 1,233,914.95

May, 5 2026 Expenses

General	\$ 688,639.17
Special	\$ 332,948.80
Other	\$ 239,157.89
Enterprise	\$ 503,763.38
Total:	\$ 1,764,509.24

March 2026 Revenues

General		\$	478,586.02
Special		\$	404,730.18
Other		\$	817,769.09
Enterprise		\$	1,133,269.03
Total		\$	2,834,354.32

City of Newton Council Report

**Item:**

Public Hearing on a Resolution approving the purchase agreement for real property at 1017 West 4th Street South, Newton, Jasper County, Iowa

Summary:

Approving the sale of 1017 West 4th Street South.

Financial Impact:

\$3,000 to the City D&D fund

Report Number: 2026-488

Date:

May 4, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired the subject property in 2022 through the D&D Program- using Iowa Code 657A (Abandoned Buildings). After obtaining ownership, the City cleared the property and has maintained the lot ever since.

Elite Mart LLC, the owner of the adjacent property to the south, provided the only offer received for the property. Elite Mart LLC is offering \$3,000 for the property. The property provides the additional space necessary for a future 10 foot addition to the north of the building to accommodate new freezer/refrigerator space. Their offer is contingent upon approval of their rezoning application for the lot from R-2: 1-2 Family Dwelling District to C-N: Neighborhood Commercial. The first review of this application is planned for the May 5th Planning and Zoning Commission meeting.

The C-N: Neighborhood Commercial District is a mixed use (low intensity commercial and

residential) zone. The C-N: Neighborhood commercial district requires yard setbacks and transitional yards when abutting residential zones. The gas station property, along with the American Legion, are already zoned C-N: Neighborhood Commercial.

Currently, the convenience store/gas station at 404 South 11th Avenue East is considered a pre-existing non-conforming property with regards to setbacks, as it currently occupies areas of the lot that would be considered yard setback area. By acquiring this property, the Elite Mart LLC is taking steps to create more setback to the north while also being able to modernize the equipment of their current building.

This sale would also return the property to the tax rolls and reduce the City's on-going maintenance costs.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR REAL
PROPERTY AT 1017 WEST 4TH STREET SOUTH, NEWTON, JASPER
COUNTY, IOWA

WHEREAS, ELITE MART LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 1017 West 4th Street South, legally described as:

PART OF LOT B OF BLOCK ONE OF CARRIER’S MEADOWS ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF LOT TEN, BLOCK ONE OF CARRIER’S MEADOWS ADDITION, RUN THENCE NORTH FIFTY FEET, THENCE WEST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS FEET, THENCE SOUTH FIFTY FEET, THENCE EAST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS FEED TO THE POINT OF BEGINNING AS SHOWN IN PLAT BOOK D, AT PAGE 52 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

WHEREAS, said real estate is not needed for public purposes, and

WHEREAS, Iowa Code Chapter 364.7 requires cities to set a public hearing before selling or disposing of real estate, and,

WHEREAS, the City has set such a hearing, given the required public notice, and held the public hearing; and

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

That the attached Purchase Agreement for property at 1017 West 4th Street south be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of May 2026.

APPROVED this _____ day of May 2026.

(Seal)

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **1017 West 4th Street South**, is made on or as of the _____ day of May 2026, by and between the City of Newton, Iowa (hereinafter "City"), and ELITE MART LLC, 785 SE OAK LEAF LANE, WAUKEE, IA 50263, (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Three Thousand** Dollars (\$3,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

SECTION 2. TAXES. The City will prorate to the Buyer the taxes incurred under City ownership until the time of closing. All regular taxes due and payable after closing shall be the responsibility of the Developer.

SECTION 3. SPECIAL ASSESSMENTS. The City shall pay all special assessments which are a lien on the date of acceptance of this offer. None are known at this time.

SECTION 4. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

1017 West 4th Street South, legally described as: PART OF LOT B OF BLOCK ONE OF CARRIER'S MEADOWS ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF LOT TEN, BLOCK ONE OF CARRIER'S MEADOWS ADDITION, RUN THENCE NORTH FIFTY FEET, THENCE WEST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS FEET, THENCE SOUTH FIFTY FEET, THENCE EAST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS FEET TO THE POINT OF BEGINNING AS SHOWN IN PLAT BOOK D, AT PAGE 52 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Warranty Deed.

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 90 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal counsel, Caldwell, Bierly, Chalupa PLLC, 211 1st Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

c.) Abstract of Title. The Seller shall provide an abstract of Title to the Purchaser for property subject to this agreement. It will be the Seller's responsibility to have abstract(s) updated. The abstract(s) shall become the property of the Purchaser at the time of the delivery of the deed.

d.) Rezoning. The buyer has submitted an application for rezoning the property from R-2: 1-2 Family Dwelling District to C-N: Neighborhood Commercial. This purchase agreement is conditional upon approval of the rezoning application by the appropriate board/commission/council.

SECTION 6. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

In the event that the City does not tender conveyance or possession of the Property in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Purchaser, then this Agreement shall, at the option of the Purchaser, be terminated by written notice thereof to the City, and neither the City nor the Purchaser shall have any further rights against or liability to the other under this Agreement. All deposits, if any, shall be returned to the Purchaser.

SECTION 7. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a) In the case of the Buyer, is addressed or delivered personally to the Buyer at the address stated in preamble to this Agreement; and,

(b) In the case of the City, is addressed or delivered personally to the City Administrator, 101 West 4th Street South, Newton, IA 50208, or at such other address with respect to either party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 8. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous

materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 9. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 10. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____

(name printed)
TIN INVESTMENTS LLC

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XIII: General Offenses, Chapter 130: General Provisions, by Adding a New Section Regarding Public Intoxication

Summary:

Amend the City Ordinance relating to public intoxication by adding a section regarding intoxication by drug or controlled substances.

Financial Impact:

N/A

Report Number: 2026-426**Date:**

May 4, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

For decades, Iowa law enforcement has utilized the State Code of Public Intoxication to charge individuals who are in public and intoxicated by drugs or a controlled substance, as well as alcoholic beverages. Recent court rulings have interpreted the Iowa Code differently and law enforcement can now only utilize the State Code of Public Intoxication law to enforce alcoholic beverage intoxication violations. The Police Department frequently interacts with individuals in public who are intoxicated on drugs or controlled substances, but due to the recent case law changes, have no enforcement options to remedy these situations. This creates a public safety issue that law enforcement has no ability to address. A State Code amendment needs to occur through legislation, but the timing of that remedy is unknown and will not happen in the current legislative session. In the interim, City staff recommends amending the City Code of Ordinances to add a new section regarding public intoxication and adding the element of intoxication by drug or controlled substances.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

ORDINANCE NO. ____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA,
TITLE XIII: GENERAL OFFENSES, CHAPTER 130: GENERAL PROVISIONS, BY
ADDING A NEW SECTION REGARDING PUBLIC INTOXICATION**

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

Section 1. Purpose.

The purpose of this ordinance is to establish a separate municipal offense prohibiting intoxication in public places resulting from alcohol, drugs, or a combination of such substances, where such intoxication results in observable impairment affecting public safety or order.

Section 2. Amendment.

Chapter 130 of the Code of Ordinances of the City of Newton, Iowa, is hereby amended by adding the following new section:

§ 130.13 PUBLIC INTOXICATION — ALCOHOL OR DRUGS.

A. Offense.

A person commits the offense of public intoxication if the person is intoxicated in a public place, as defined in this section.

B. Definition of Intoxicated.

For purposes of this section, a person is intoxicated if the person is under the influence of:

1. An alcoholic beverage;
2. A drug or controlled substance; or
3. A combination of an alcoholic beverage and a drug or controlled substance,

and, as a result of such influence, the person exhibits observable impairment demonstrated by one or more of the following:

- a. The person endangers the person's self or another person;
- b. The person engages in conduct that unreasonably disturbs the peace and quiet of another; or
- c. The person lacks the present ability to exercise reasonable care for the person's own safety due to the influence of such substance or substances.

C. Public Place.

"Public place" means any place to which the public has access, including but not limited to streets, sidewalks, parks, parking lots, and the common areas of public buildings and businesses, whether publicly or privately owned.

D. Relationship to State Law.

This section is intended to establish a municipal offense separate from Iowa Code § 123.46 and does not modify or supersede that section.

E. Penalty.

A violation of this section is a simple misdemeanor punishable as provided in § 130.01.

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. When Effective This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

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

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

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

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Various Sections of the Code of Ordinances, City of Newton, Iowa, 2025, Title IX, Chapter 90, "Animals"

Summary:

Amending the animal ordinance to limit the number of cats and dogs, to create allowance for a TNR program, and to make corrections in the problematic dog section.

Financial Impact:

N/A

Report Number: 2026-473**Date:**

May 4, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

The purpose of the proposed ordinance change is to define the number of dogs and cats a resident may own, to establish guidelines to allow trap-neuter-release (TNR) services in our community, and to make corrections to the dangerous and problematic dog section of the animal ordinance.

Limiting Number of Animals

The Newton Police Department Code Enforcement Division, being in charge of animal control, has seen an increasing number of cases involving cat hoarding. In the past 18 months, the Newton Police Department's Community Service Officers have handled 3 cases involving cat hoarding and have removed 89 cats with the assistance of the Animal Rescue League of Central Iowa. These residences are often found to be in unsanitary, poor condition with unhealthy ammonia levels.

This problem is often the consequence of city residents taking in multiple stray cats from their neighborhood, with the misguided belief that they have the means to help multiple cats and that they can help control the neighborhood cat population. This quickly spirals out of control as the cats reproduce on average 1.4 litters per year with 3–6 kittens per litter, and the owner becomes unable to control this compulsive behavior.

The City currently doesn't limit the number of cats a person can own. The City's current ordinance does limit the number of dogs to 4. The proposed ordinance change will limit the number of cats and dogs a person can own to a total of six, with no more than four being dogs. This will encourage people to be responsible pet owners and provide an avenue for enforcement action. For residents who currently own more than six licensed and registered cats at their residence will be grandfathered in and allowed to maintain the existing number. However, they will not be able to add any more pets.

With the addition of the "otherwise cares for" clause to the definition of "owner", the City will have the ability to classify people who feed and harbor numerous stray cats as owners, thus discouraging the behavior and providing an avenue for potential enforcement. For purposes of this ordinance, a person who feeds community or stray cats is not considered an owner or caregiver. In order to be considered an owner or caregiver, one must also harbor or provide shelter for said cats.

Community Cat / Trap-Neuter-Release

This ordinance also adds a definition of a Community Cat, Community Cat Caregiver, and Trap-Neuter-Release program. While the practice of feeding stray cats may appear to be helping the animal, it often attracts large quantities of cats and other predatory animals. Animal experts agree that the practice of feeding intact cats leads to higher pregnancy rates and increased stray populations. This can also lead to the spread of internal and external parasites within the colony. Programs such as Trap-Neuter-Release (TNR) are shown to be beneficial in controlling and creating a healthy community cat population. TNR is the process of humanly trapping stray cats, spaying or neutering, vaccination, ear tipping (for identification purposes), and return of the cat to his original location. This is done by a group or organization identified as a Community Cat Caregiver. The City has explored resources for organizations who facilitate TNR programs and has found that Lucy's Pet Pantry provides this service in our area.

Vicious, Dangerous, Problematic Dog Ordinance Language Clean Up

The ordinance proposal makes corrections to the Problematic Dog ordinance. There are three instances where the word "vicious" was used instead of the designation of "dangerous". The proposed ordinance changes to this section do not change the procedures for handling problematic, dangerous or vicious dogs.

Recommendation:

Staff recommends approval of this ordinance.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light gray circular stamp.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA, 2025, TITLE IX, CHAPTER 90, “ANIMALS”.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2025, Title IX, Chapter 90.14, Licensing Requirements; Immunization is hereby amended by adding or deleting the following:

General Provisions

- 90.01 Administration and enforcement
- 90.02 Definitions
- 90.03 Dogs, cats, pigs at large
- 90.04 Keeping dangerous animals prohibited; exceptions
- 90.05 Aid escape
- 90.06 Defecation
- 90.07 Cleanup
- 90.08 Noise
- 90.09 Interference with enforcement
- 90.10 Dead animals; disposal limited
- 90.11 Domestic animals on city cemetery property
- 90.12 Snakes
- 90.13 Miniature pigs
- 90.14 Licensing requirements; immunization
- 90.15 Reserved
- 90.16 Quarantine
- 90.17 Standard of care
- 90.18 Animals in motor vehicles
- 90.19 Tethering

90.20 Community Cats

§ 90.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the singular include the plural and the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

ABANDON. Ceasing to provide control over, shelter, food and water for an animal without having made responsible arrangements for such care, custody and physical control to be provided by another person.

ANIMAL. Every wild, tame or domestic member of the animal kingdom other than the genus and species Homo sapiens.

CAT. Both male and female animals of the feline species, whether neutered or not.

COMMUNITY CAT. A cat that is allowed to roam freely within the city that meets the requirements found in § 90.20.

COMMUNITY CAT CAREGIVER. A person who in accordance with and pursuant to a policy of Trap-Neuter-Release, as defined herein, provides care including food, water and shelter.

— DANGEROUS ANIMAL.

- (1) Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;
- (2) Any animals declared to be dangerous by the City Administrator or the City Administrator’s designee; and
- (3) The following animals which shall be deemed to be DANGEROUS ANIMALS per se:
 - (a) Artiodactyla of the family Antilocapridae which includes pronghorns;
 - (b) Artiodactyla of the family Cervidae which includes moose and caribou;
 - (c) Artiodactyla of the family Suidae and the genus and species Sus scrofa (domestic swine and wild boar) which includes all male and female wild boars; this shall not apply to breeds of domesticated miniature pigs, as regulated by § 90.13 of this chapter;
 - (d) Bovidae - males only (bulls);

- (e) Carnivora of the family Canidae which includes wolves and foxes, but excluding domestic dogs;
- (f) Carnivora of the family Felidae which includes lions, lynx, and bobcats, but excluding domestic cats;
- (g) Carnivora of the family Mustelidae which includes badgers, wolverines, weasels and skunks, except ferrets;
- (h) Carnivora of the family Procyonidae which includes raccoons;
- (i) Carnivora of the family Ursidae which includes bears;
- (j) Chelonia of the family Chelydridae (snapping turtles);
- (k) Crocodilia which includes crocodiles and alligators;
- (l) Chiroptera (bats);
- (m) Proboscidae (elephants);
- (n) Rodentia of the family Muridae (rats), except white rats kept as household pets;
- (o) Squamata of the suborder Ophidia (snakes) which are venomous; and
- (p) Squamata of the suborder Ophidia (snakes) which are constrictors that are greater than six feet in length.

TRAP-NEUTER-RELEASE (TNR). The process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping and returning a cat to their original location.

(2011 Code, § 13.0302) (Ord. 2189, passed 4-10-2012; Ord. 2205, passed 1-28-2013; Ord. 2280, passed 1-4-2017)

§ 90.03 DOGS, CATS, PIGS AT LARGE.

(A) (1) Dogs and pigs properly identified as required by law shall be deemed at large if the animal is off the premises of the owner. A dog or pig shall not be deemed at large if:

- (a) On the premises of its owner;
- (b) Off the premises of the animal's owner and under the control of a person given charge of the dog by the owner by leash, cord, chain or other similar restraint not more than six feet in length;
- (c) Confined within a motor vehicle;
- (d) Properly housed in a veterinary hospital or kennel or commercial establishment as defined by Iowa Code Ch. 162; or
- (e) In the designated enclosed area of a city owned dog park.

(2) Cats are allowed to be unrestrained any time within the city, except agents and agencies responsible for animal control within the city are hereby authorized to temporarily seize any cat running at large within the city for the limited purposes of ascertaining whether such cat is currently licensed and vaccinated for rabies. Upon confirmation of current license and rabies tags, such cat shall be immediately released. In the absence of a current license or rabies tag, such cat shall be impounded as provided hereinafter.

(3) A cat, properly licensed and displaying such license as required by law, shall not be deemed at large if the cat is not causing damage or interfering with property of another.

(2011 Code, § 13.0303)

(B) No owner, or person in charge, of any licensed or unlicensed dog, ~~or any cat,~~ or any pig, shall permit such dog ~~or cat~~ or pig to run at large in the city at any time as described in division (A) above.

(2011 Code, § 13.0319)

§ 90.14 LICENSING REQUIREMENTS; IMMUNIZATION.

(A) Annual license required.

(1) All dogs and cats over six months of age kept, harbored or maintained by their owner in the city shall be licensed by the owner. OWNER means, in addition to its ordinary meaning, any person who keeps, harbors or otherwise cares for ~~or harbors~~ an animal.

(2) Such license shall be issued and recorded by the Police Department or designee and affixed to each animal by its owner to a substantial collar and, during the term of the license, shall be at all times kept on the animal for which the license is issued.

(3) License fees shall be as established in division (B) below. Application for licenses on the form provided by the city may be made after December 1, and at any time for an animal which has come into the possession or ownership of the applicant, or which has reached the age of six months. Licenses are valid from January 1 through December 31 of a calendar year. Failure to purchase a license by April 1 of any given year shall result in an additional fee being charged for late license purchase. The late fee shall be set by City Council resolution.

(4) The provisions of this division (A) shall not be intended to apply to dogs and cats whose owners are non-residents temporarily within the city, kennel dogs or cats, or show dogs or cats brought into the city for the purpose of participating in any dog or cat show; provided, such dogs and cats are kept restrained by the owner at all times.

(2011 Code, § 13.0313)

(B) License fees. Annual license fees for dogs and cats shall be set by City Council resolution. Upon the filing of an affidavit that the license tag has been lost or destroyed, the owner may obtain another tag upon the payment of a fee to the city as set by City Council resolution.

(2011 Code, § 13.0314)

(C) Immunization. All dogs and cats six months or older, and all dogs and cats who are between the ages of four and six months at the time they are licensed, shall be vaccinated against rabies. Before issuance of a license, the owner shall furnish a veterinarian's certificate showing that the dog or cat for which the license is sought has been vaccinated, and that the vaccination does not expire within six months from the effective date of the license. It shall be a violation of this chapter for any dog or cat to not be vaccinated against rabies. A tag showing evidence of proper vaccination shall be worn by every dog and cat meeting the criteria established in this section.

(D) Maximum number allowed. ~~No owner may have more than four dogs over six months of age. No owner or residence shall harbor more than six cats and dogs over six months of age; no more than four can be dogs.~~

(2011 Code, § 13.0317) (Ord. 2258, passed 9-21-2015; Ord. 2317, passed 1-3-2018)

Penalty, see § 90.99

VICIOUS, DANGEROUS AND PROBLEMATIC DOGS

§ 90.51 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AT LARGE. Dogs found off premises of the owner or keeper. A dangerous dog or a problematic dog shall not be deemed AT LARGE if the dog is:

- (1) Muzzled, attached to a leash of sufficient strength and six feet in length to control the dog where such leash is held by its owners or keeper at all time;
- (2) Contained within an enclosed motor vehicle or crate; or
- (3) Housed in a licensed veterinarians clinic or kennel.

DANGEROUS DOG. Any dog that has been declared or found to pose a risk to public safety by the animal control authority, law enforcement agency or court for conduct consistent with the following:

- (1) Has on any single occasion caused injury to a person that is less severe than a fatal or disabling injury;
- (2) Has killed a domestic animal or pet or has inflicted injury upon a domestic animal or pet such that the domestic animal or pet later dies or is euthanized due to the attack;
- (3) Has previously been designated as a "problematic dog" by this or any other jurisdiction, and engages in behavior that poses a threat to public safety as described herein on two or more occasions;
- (4) Has previously been designated a "dangerous" dog by this jurisdiction or its substantial equivalent by any other jurisdiction; and
- (5) Has engaged in or has been trained to engage in exhibitions of fighting.

DISABLING INJURY. Any injury which does any of the following: (1) creates a substantial risk of death; (2) causes serious permanent disfigurement; or (3) causes protracted loss or impairment of the function of any bodily member or organ.

FATAL INJURY. Any injury that results in the death of a person or animal.

MINOR INJURY. Any superficial injury that does not rise to the level of bodily injury, which may include, but is not limited to, abrasions, scratches, lacerations, and punctures that may cause minor bleeding or bruising, but doesn't require sutures, staples or stitches.

OWNER. A person who has a right of property or custody of a dog. For purposes of this definition, a right of property or custody of a dog exists if a person knowingly permits a dog to remain on or continuously return to any premises occupied by that person for two weeks or more at a time.

PROBLEMATIC DOG. A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

- (1) Causing an injury to a person or domestic animal that is less severe than a serious injury;
- (2) Without provocation, chases vehicles or threatens, attacks, aggressively barks, growls, or interferes with persons or other domestic animals while the latter are on public or private property, irrespective of whether the dog is on private or public property;
- (3) Founded incidents of running at large, as defined herein, or impounded by the animal control authority, or owners having been cited by the Police Department three times for running at large within any 12-month period;

(4) Acts in a highly aggressive manner within a fenced yard/enclosure and/or is tethered and appears to the animal enforcement or other law enforcement officer to be able to jump over or escape; and/or

(5) Has a known propensity, tendency or disposition to attack persons or domestic animals, unprovoked, causing injury or less than serious injury, or to otherwise threaten the safety of humans or domestic animals.

PROPER ENCLOSURE. An enclosure that is sufficiently constructed and maintained to effectively prevent a dog subject to this subchapter from escaping. Such enclosure requires the following minimum requirements:

(1) Problematic and dangerous dogs to be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this subchapter. Such pen, kennel or structure must have secure sides and a secure top attached to the sides or, in lieu of a top, walls at least six feet in height and at least six feet taller than any internal structure;

(2) All pens or other structures designed, constructed or used to confine problematic and dangerous dogs must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom, floor or foundation attached to the sides of the pen, or the sides of the pen must be embedded in the ground no less than one foot so as to prevent digging under the walls by the confined problematic or dangerous dog;

(3) In addition to a securely enclosed and locked pen or kennel, a problematic dog may be securely confined by a substantial wood, vinyl or composite privacy fence of no less than six feet tall with a secure bottom that would prevent digging. Such fence should be constructed in a manner that would prevent the animal from escape and access to persons or other animals.

(4) Compliance with all pertinent zoning ordinances and other ordinances; and

(5) No problematic or dangerous dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition.

QUARANTINE. The strict isolation imposed to prevent the spread of disease.

RABIES. An acute viral disease of the central nervous system that is transmitted through the saliva from a bite or abrasion from an infected animal.

RESPONSIBLE PERSON. A person at least 18 years old who is able to keep the dog under control at all times.

REVIEW COMMITTEE. A three-member board appointed by the City Council consisting of a member of the public, an animal professional and a city employee for the purpose of making a determination of whether a dog is a problematic, dangerous or vicious dog.

SERIOUS INJURY. Any injury that does not rise to the level of fatal or disabling injury and is more severe than a minor injury. Serious injury includes, but is not limited to, minor broken or fractured bones, abrasions, lacerations or punctures causing exposure to deeper tissue/muscle and moderate to heavy bleeding requiring sutures, staples or stitches.

VICIOUS DOG. Any dog that has been declared or found to pose an unacceptable risk to public safety by the animal control authority, law enforcement agency or court for conduct consistent with the following:

(1) Has on any single occasion caused the death or disabling injury to a person;

(2) On more than one occasion has killed a domestic animal or pet or inflicted injury upon a domestic animal or pet such that the domestic animal or pet later dies or is euthanized due to the attack;

(3) Has previously been designated as a "problematic dog" by this or any other jurisdiction, and engages in behavior that poses a threat to public safety as described herein on two or more occasions;

(4) Has previously been designated as "~~vicious dog~~dangerous" by this jurisdiction or its substantial equivalent by any other jurisdiction; and

(5) Has engaged in or has been trained to engage in exhibitions of fighting.

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017; Ord. 2360, passed 5-20-2019; Ord. 2426, passed 3-20-2023)

§ 90.54 EXCEPTIONS; CONSEQUENCES OF DETERMINATIONS.

(A) No dog shall be declared a vicious, dangerous or problematic dog if the dog threatened, injured, or damaged a person or domestic animal because it was provoked by that person or animal. For purposes of this section, any attack by an animal or physical injury caused by an animal shall be considered provoked if at the time the attack occurs or the injury is inflicted: (1) the person or animal who was attacked or injured was teasing, tormenting, abusing, or assaulting the animal; (2) the animal was protecting a person, itself, its young, or another domestic animal from an attack by a human being or another animal; or (3) the person who was attacked or injured was committing a crime on the property or was attempting to commit a crime or violating or attempting to violate a statute or ordinance which protects person or property of the animals responsible party or (4) the animal was being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(B) (1) If the Police Chief or his or her designee determines that a dog is a problematic dog under § 90.52 of this chapter, the owner shall comply with the provisions of § 90.55 of this chapter and any other special security or care requirements which are reasonable.

(2) The Police Chief or designee shall cause a dog to be quarantined for observation for a minimum period of no less than ten days when any such dog has bitten any person causing a skin puncture, serious injury, disabling injury or fatal injury. If said dog has a current rabies certificate and has bitten a domestic animal or is a familial household member to the victim, then such quarantine may be at the discretion of the person or persons in charge of animal enforcement and the quarantine may occur on the owner's premises in a manner ordered and as directed. If the owner fails to confine the dog as directed, then it shall be apprehended and held for the remainder of the ten-day quarantine at a veterinarian's office or animal control facility. If said dog has not been vaccinated against the rabies virus or the rabies vaccination has since expired then said dog will be quarantined at a veterinarian's office or animal control facility for no less the ten days. If a dog is placed in quarantine outside of the home, the owner shall be required to pay the impounding fees. If the owner fails to pay the fees at the end of the period of isolation as directed by the animal enforcement authority, the animal will be turned over to the local animal shelter for assessment of adoptability. If said animal is deemed unadoptable it will be humanely euthanized. If a dog has bitten a domesticated animal or a person or caused a skin puncture, serious injury, disabling injury or fatal injury upon a person and is unclaimed or the owner is unknown, then it shall be held for a quarantine time of no less than ten days and then may be humanely euthanized. The Chief of Police or designee may order an in-home quarantine in the event kennel space is not available to house a dog.

(3) If the Police Chief or his or her designee determines that a dog is a **vicious-dangerous** dog under § 90.52 of this chapter, the owner shall comply with the provisions of § 90.55 of this chapter and any other special security or care requirements which are reasonable.

(4) The Police Chief or his or her designee may require immediate impoundment of the dog if the owner is unable or unwilling to comply with the requirements of § 90.55 of this chapter until the owner of the dog has satisfied all the requirements of the certificate of registration. The requirements must be met within 30 days. If, after 30 days, the owner has not satisfied all the requirements of the certificate of registration, the dog may be humanely euthanized on the thirty-first day. The owner of the problematic, vicious or dangerous dog shall be liable to the animal control facility designated to hold said dog for all costs incurred while housing whether or not the dog is reclaimed by the owner.

(5) If the Police Chief or his or her designee determines that a dog is a vicious dog under § 90.53 of this chapter, the dog shall be euthanized at the owner's expense. Vicious and dangerous dogs, or dogs that have previously been designated as "vicious dog" or "dangerous dog" by another jurisdiction or its substantial equivalent are prohibited from residing within the city limits of Newton.

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017; Ord. 2426, passed 3-20-2023; Ord. 2459, passed 12-2-2024)

§ 90.55 REGISTRATION AND HANDLING REQUIREMENTS.

(A) The Police Department shall issue a certificate of registration to the owner of a problematic dog if the owner establishes to the satisfaction of the Police Chief, or his or her designee that:

(1) The owner of the problematic dog is 18 years of age or older;

(2) The owner of the problematic dog shall present a certificate of insurance issued by an insurance company licensed to do business in the state, providing personal liability insurance coverage as in a homeowner's policy, with a minimum liability amount of \$125,000 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents. The certificate shall require notice to the city, in conformity with general city standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this division (A)(2). If a certificate of insurance or policy is not immediately available, a binder indicating the coverage may be accepted for up to 30 days subsequent to the determination that a dog is problematic; however, if after 30 days a certificate of insurance or a policy has not been submitted, the dog shall be deemed unlicensed and subject to immediate impoundment or humane euthanasia at the owner's expense;

(3) A valid license has been issued for the problematic dog at the owner's expense pursuant to jurisdiction;

(4) The problematic dog has a current rabies vaccination at the owner's expense;

(5) The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said problematic or dangerous dog, as described in § 90.51 of this chapter;

(6) The problematic dog has been spayed or neutered at the owner's expense;

(7) The problematic dog has been implanted with a microchip containing owner identification information at the owner's expense. The microchip information must be registered with the law enforcement, the animal authority, the animal control authority or his or her designee of the jurisdiction; and

(8) The problematic dog has been photographed for identification purposes.

(B) The Police Department shall issue a certificate of registration to the owner of a **vicious-dangerous** dog if the owner, in addition to satisfying the requirements for registration of a problematic dog pursuant to division (A) above, establishes to the satisfaction of the Police Chief or his or her designee that:

(1) The owner will maintain the dangerous dog exclusively on the owner's property, except for medical treatment or examination; and

(2) The owner of the dangerous dog has posted on the premises a clearly visible “Beware of Dog” warning sign indicating there is a dangerous dog on the property. The sign shall be prominently visible from the public roadway or 50 feet, whichever is less.

(C) The Police Chief or his or her designee may order the immediate impoundment of a dog if the owner fails to abide by the conditions for registration or confinement or handling of a vicious, dangerous or problematic dog.

(Ord. 2239, passed 11-4-2014; Ord. 2280, passed 1-4-2017; Ord. 2426, passed 3-20-2023)

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

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2026.

City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Various Sections of the Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 74, "Recreational And Toy Vehicles"

Summary:

The ordinance establishes guidelines for the use of low-speed electric bicycles, motorized bicycles, and electric scooters being ridden in the community.

Financial Impact:

N/A

Report Number: 2026-474**Date:**

May 4, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

For the past several years, the community has seen a significant increase in the use of electric scooters, low-speed electric bicycles and electric bicycles. The use of these modes of transportation has largely gone unregulated and many cities, including Newton, are seeing increases in accidents and complaints related to their use.

These units are recognized as valuable modes of transportation and serve recreational purposes. However, if left unregulated, the community will continue to see an increase in complaints related to safety and accidents resulting from unsafe or improper use. A recent study in the Penn State Medical journal found that there were over 360,000 ER visits between 2017-2022 related to electric bikes and electric scooters, with children under 14 years of age accounting for 36% of those visits. Riders also have a 3.6 times higher risk of injury per trip than a regular bicycle. Newton has had a handful of accidents involving electric scooters operated by children that have resulted in property damage to vehicles and injuries to the child operator.

The Iowa code defines bicycles, electric scooters, motorized bicycles, and 3 classes of low-speed electric bicycles. However, the Iowa Code has left regulating operation of these units to local jurisdictions. City staff researched ordinances from cities across Iowa and proposes adoption of a local ordinance for the safety of our community.

This proposed ordinance defines bicycles, electric scooters, low-speed electric bicycles, motorized bicycles, and personal transportation devices. The ordinance also establishes areas where they are permitted to operate — such as paved multi-use trails, roadways, and sidewalks. Electric scooters specifically, which are commonly ridden by kids, would not be allowed to operate on city streets and are only permitted on sidewalks, in parks and on multi-use trails. The ordinance further states that all transportation devices must obey traffic laws and addresses registration and licensure requirements for motorized bicycles. This ordinance does not apply to ADA devices such as powered wheelchairs, scooters, or any mobility devices powered by batteries, fuel or other engines, not primarily designed for people with disabilities that are used by an individual with mobility impairments.

The proposed ordinance changes the penalty from a municipal infraction to a uniform citation, which allows for easier enforcement and the ability to pay a fine vs. requiring the violator to make a court appearance. The City will put an emphasis on educating the public about the ordinance and safe operation of these units throughout the summer and will enforce it as a last resort or when the

actions of an operator cause an accident or creates a significant safety issue.

Recommendation:

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA, 2025, TITLE VII, CHAPTER 74, "RECREATIONAL AND TOY VEHICLES".

WHEREAS, the City Council of Newton previously adopted ordinances relating to the regulation of bicycles in the city;

WHEREAS, current City code does not clearly define or regulate the use of electric bicycles and other electric mobility devices which are becoming increasingly more prevalent on public streets and sidewalks.

WHEREAS, in recent years there has been several accidents involving electric bicycles and electric mobility devices;

WHEREAS, the amendments have been researched by City staff and are consistent with bicycle, electric bicycle, and other electric mobility device ordinances in other cities;

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2025, Title VII, Chapter 74, "Recreational and Toy Vehicles" is hereby amended by adding or deleting the following:

CHAPTER 74: RECREATIONAL AND TOY VEHICLES

Section

General Provisions

74.01 Skateboards, coasters and similar devices

Bicycles, Electric Scooters, or Personal Transportation Devices

~~74.15 License required~~

~~74.16 License plates or decals~~

~~74.17 Persons authorized to sell licenses~~

74.18 ~~Maintenance of license records~~Definitions

74.19 ~~Rental agencies~~Traffic Code Applied

74.20 Bicycle ~~P~~paths

74.21 Speed

74.22 Emerging from ~~A~~alley or ~~D~~driveway

74.23 Carrying ~~A~~articles

74.24 Riding on ~~S~~sidewalks

74.25 Towing

74.26 Following ~~fire truck~~Emergency Vehicles

74.27 Improper ~~R~~iding

74.28 Parking

74.29 Equipment ~~R~~requirements

74.99 Penalty

GENERAL PROVISIONS

§ 74.01 SKATEBOARDS, COASTERS AND SIMILAR DEVICES.

- ~~1. (A)~~—No person upon a skateboard, coaster or similar device shall operate or use such on any street, highway or alley.
- ~~2. (B)~~—No person upon a skateboard, coaster or similar device shall operate or use such on any sidewalk in the area known as the Central Downtown Business District, described elsewhere in this code of ordinances.
- ~~3. (C)~~—No person upon a skateboard, coaster or similar device shall operate or use such on any work of art, sculpture or monument or on any planter, free-standing flower or tree box, flower bed or garden or park equipment, nor shall such devices be used on any public stairway or access ramps built for the use of the disabled or other people, nor in any area designed and used for public seating.
- ~~4. (D)~~—No person upon a skateboard, coaster or similar device shall operate or use such in or on any part of any building or property owned, leased or operated by the federal, state, county or city government, excluding city parks.

~~(2011 Code, § 11.1201) Penalty, see § 74.99~~

BICYCLES, ELECTRIC SCOOTERS, OR PERSONAL TRANSPORTATION DEVICES

§ 74.15 LICENSE REQUIRED.

~~—No person who resides within the city shall ride or propel a bicycle on any street or upon any public path set aside for the exclusive use of bicycles unless such bicycle has been licensed and a license plate or decal is attached thereto as provided herein.~~

~~—(A) License application. Application for a bicycle license and license plate or decal shall be made upon a form provided by the city and shall be made to the Police Chief. A license fee in such amount as shall be established by resolution of the Council shall be paid to the city before each license is granted.~~

~~—(B) Issuance of license. The Police Chief, upon receiving proper application, is authorized to issue a bicycle license which shall be effective immediately.~~

~~—(C) Transfer of license. Upon the sale or other transfer of ownership of a licensed bicycle, the license shall be transferred to the new owner and the records of the city changed to reflect the new ownership upon request and the payment of a transfer fee in the amount of such transfer fee as shall be established by resolution of the Council.~~

~~—(D) License valid. Any license issued hereunder shall expire when the bicycle is dismantled or no longer operable.~~

~~(2011 Code, § 11.1101)~~

§ 74.16 LICENSE PLATES OR DECALS.

~~License plates or decals are required as follows.~~

~~—(A) Issued. The Police Chief upon issuing a bicycle license shall also issue a license plate or decal bearing the license number assigned to the bicycle and the name of the city.~~

~~—(B) Attached to bicycle. The bicycle owner shall cause such license plate or decal to be firmly attached to the bicycle for which issued in such position as to be plainly visible.~~

~~—(C) Removal. No person shall remove a license plate or decal from a bicycle during the period for which issued unless said bicycle is dismantled and no longer operated upon any street in the city.~~

~~—(D) Lost license. In the event a license plate or decal shall be lost, destroyed or stolen, the owner shall report such to the Police Chief immediately. A new license shall be issued upon payment of such fee as shall be established by resolution of the Council.~~

~~(2011 Code, § 11.1102) Penalty, see § 74.99~~

§ 74.17 PERSONS AUTHORIZED TO SELL LICENSES.

~~—The Police Chief may designate those dealers as the chief deems necessary to sell bicycle registrations also. Said dealers will be authorized to collect the required fees, which shall be turned over to the city on a regular basis as established by the Police Chief.~~

~~(2011 Code, § 11.1103)~~

§ 74.18 MAINTENANCE OF LICENSE RECORDS. DEFINITIONS.

~~The Police Chief shall keep a record of the number of each license, the date issued, the name and address of the person to whom issued, the number on the frame of the bicycle for which issued and a record of all bicycle license fees collected.~~

"Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle with a less than 750-watt motor.

"Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

"Low-speed electric bicycle" means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts.

"Motorized Bicycle" means a motor vehicle as defined by Iowa Code having a saddle or seat for the use of the rider, design to travel on not more than three wheels in contact with the ground and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power and a motor in excess of 750 watts, Motorized Bicycles are subject to the same licensure, titling and financial liability coverage as a motorcycle or moped.

"Personal Transportation Device" means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter. This does not apply to ADA devices such as powered wheelchairs, scooter or any mobility devices powered by batteries, fuel, or other engines, not primarily designed for people with disabilities, that is used by an individual with mobility impairments for locomotion.

"Roadway" means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

~~(2011 Code, § 11.1104)~~

§ 74.19 RENTAL AGENCIES. TRAFFIC CODE APPLIED

~~—A rental agency shall not rent or offer any bicycle for rent unless the bicycle is licensed and a license plate or decal is attached thereto as provided herein and such bicycle is equipped with the lamps and other equipment required in this subchapter.~~

~~(2011 Code, § 11.1105) Penalty, see § 74.99~~

1. Every person riding a bicycle or motorized bicycle upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade authorized by proper permit from local authorities.

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.

4. Motorized Bicycles are classified as a motor vehicle such as a moped and are subject to registration and licensure titling and inspection and require financial liability coverage.

§ 74.20 BICYCLE PATHS. PAVED MULTI-USE TRAILS.

Whenever a useable path for bicycles, electric scooters, or personal transportation devices has been provided adjacent to a roadway, bicycle riders ~~shall use such path~~ are encouraged to use such path and ~~not the roadway, and shall not use the roadway.~~ Motorized bicycles are prohibited from being ridden on paved multi-use trails.

~~(2011 Code, § 11.1106) Penalty, see § 74.99~~

§ 74.21 SPEED.

No person shall operate a bicycle, electric scooter, or personal transportation device at a speed greater than is reasonable and prudent under the conditions then existing.

~~(2011 Code, § 11.1107) Penalty, see § 74.99~~

§ 74.22 EMERGING FROM ALLEY OR DRIVEWAY.

The operator of a bicycle, motorized bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

~~(2011 Code, § 11.1108) Penalty, see § 74.99~~

§ 74.23 CARRYING ARTICLES.

No person operating a bicycle, motorized bicycle, electric scooter, or personal transportation device shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handle bars.

~~(2011 Code, § 11.1109) Penalty, see § 74.99~~

§ 74.24 RIDING ON SIDEWALKS. PLACES TO RIDE.

1. Paved Multi-Use Trails. Bicycles, electric scooters, and personal transportation devices may be operated on paved multi-use trails, except where signage prohibits the riding of bicycles, electric scooters, and personal transportation devices. Motorized bicycles are prohibited from riding on paved multi-use trails.

2. Roadways and Streets.

- a. When riding on the roadway or street, riders of bicycles and motorized bicycles shall ride in the same location and manner as motorized vehicles unless a multi-use trail, bicycle path or bicycle lane exists adjacent to a roadway or street, in which case riders may ride in the aforementioned location and riders of electric scooters and personal transportation devices shall not use the roadway.—
- b. Electric scooters and personal transportation devices shall not be ridden on roadways.
- c. This section does not apply to use of a bicycle, motorized bicycles, electric scooters or personal transportation devices in a parade or special event authorized by the City of Newton.

3. Public Sidewalks.

Bicycles, electric scooters, and personal transportation devices may be operated upon the public sidewalks in residential districts only in a careful and prudent manner, yielding the right-of-way to any pedestrian and shall give audible signal before overtaking and passing. Except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts.

4. Public Parks.

Bicycles, motorized bicycles, electric scooters, and personal transportation devices may be operated in public parks in a careful and prudent manner, yielding the right-of-way to any pedestrian and vehicle traffic.

~~No person shall ride a bicycle on a sidewalk, except in accordance herewith.~~

~~—(A) Business district. No person shall ride a bicycle upon a sidewalk within a business district.~~

~~—(B) Other locations. When signs are erected on any sidewalk or roadway prohibiting the riding of bicycles thereon by any person, no person shall disobey the signs.~~

~~—(C) Yield right-of-way. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing.~~

~~—(D) Single file. When riding on sidewalks, bicycles shall ride only in single file.~~

~~(2011 Code, § 11.1110) Penalty, see § 74.99~~

§ 74.25 TOWING.

It shall be unlawful for any person riding a bicycle, motorized bicycle, electric scooter, or personal transportation device to be towed or to tow any other vehicle upon the streets of the city.

~~(2011 Code, § 11.1111) Penalty, see § 74.99~~

§ 74.26 FOLLOWING ~~FIRE TRUCK~~ EMERGENCY VEHICLES.

~~No person riding a bicycle shall follow a fire truck or other fire equipment at any time.~~

No person riding a bicycle, motorized bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1.

~~(2011 Code, § 11.1112) Penalty, see § 74.99~~

§ 74.27 IMPROPER RIDING.

No person shall ride a bicycle, motorized bicycle, electric scooter, or personal transportation device in an irregular or reckless manner such as zig-zagging, stunting, speeding or otherwise so as to disregard the safety of the operation or others.

~~(2011 Code, § 11.1113) Penalty, see § 74.99~~

§ 74.28 PARKING.

No person shall park a bicycle, electric scooter, or personal transportation device upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or against a building or at the curb, in such a manner as to afford the least obstruction to pedestrian traffic.

~~(2011 Code, § 11.1114) Penalty, see § 74.99~~

§ 74.29 EQUIPMENT REQUIREMENTS.

Every person riding a bicycle, motorized bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein.

(A) Night-time use. Every bicycle, motorized bicycle, electric scooter, or personal transportation device when in use at night-time shall be equipped with a lamp on the front of which shall emit a white light visible from a distance of at least 500 feet to the front and with a red deflector on the rear of a type which shall be visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.

(B) Brakes required. Every bicycle, motorized bicycle, electric scooter, or personal transportation device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

~~(2011 Code, § 11.1115) Penalty, see § 74.99~~

§ 74.99 PENALTY.

Any person violating any provision of this chapter shall be guilty of a simple misdemeanor and there shall be a fine of at least \$105, but not to exceed \$855, plus such court costs and surcharges as may from time to time be established for simple misdemeanors by the state.

~~(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.~~

~~—(B) (1) The scheduled penalty for persons violating § 74.01 of this chapter is \$10.~~

~~(2011 Code, § 11.1202)~~

~~—(2) Any person violating the provisions of § 74.01 of this chapter may, in lieu of the scheduled fine or standard penalty provided for in the violations of the code of ordinances, suffer the violator's skateboard, coaster or similar device, to be impounded by the city for not less than five days for the first offense, ten days for a second offense and 30 days for third and subsequent offenses.~~

~~(2011 Code, § 11.1203)~~

~~—(C) (1) The scheduled fine for bicyclists violating §§ 74.15 through 74.29 of this chapter is \$10.~~

~~(2011 Code, § 11.1116)~~

~~—(2) Any person violating the provisions of §§ 74.15 through 74.29 of this chapter may, in lieu of the scheduled fine or standard penalty provided for violations of the code of ordinances, suffer the violator's bicycle to be impounded by the city for not less than five days for the first offense, ten days for a second offense and 30 days for a third offense.~~

~~(2011 Code, § 11.1117)~~

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. Irvin, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2026.

City of Newton Council Report

**Item:**

Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for Hike-n-Seek 2026

Summary:

The Iowa Geocachers Organization: Hike and Seek 2026 Host Committee has applied for a \$2,500 grant from the Newton Hotel-Motel Tourism Grant Program to support Hike-n-Seek 2026, a statewide and regional geocaching event scheduled for September 17–20, 2026, that will bring visitors from across Iowa and the Midwest to Newton and Jasper County.

Financial Impact:

\$2,500 from budgeted Hotel-Motel Tax funds allocated to the Newton Hotel-Motel Tourism Grant Program.

Report Number: 2026-470

Date:

May 4, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City Council established the Newton Hotel-Motel Tourism Grant Program to support events that increase visitation and overnight stays in Newton.

The Iowa Geocachers Organization: Hike and Seek 2026 Host Committee has requested funding to support Hike-n-Seek 2026, a statewide and regional geocaching event scheduled for September 17–20 at the Christian Conference Center in Newton, with activities taking place throughout the city and Jasper County. The event is organized by Erica Jaramillo, Mark Metz, Jared Mills, Joshua Garrison, and Joel Mills.

Hike-n-Seek is an annual event that travels to a host community each year, bringing geocaching enthusiasts from across Iowa and surrounding states to explore the area. Attendance at a typical event ranges from 100 to 200 participants. Because Jasper County is located near the Des Moines metro area, organizers anticipate attendance may exceed typical levels.

The four-day event is planning to use Newton city parks and public spaces as event venues, including Agnes Patterson Memorial Park and Maytag Park. Organizers have secured room blocks at two Newton hotels and plan to distribute a local lodging, restaurant, and amenities directory to all participants. The event also includes a volunteer park cleanup scheduled for September 21 at a Newton city park.

With at least 100 expected participants staying an average of three nights, the event is projected to generate more than 1,000 local meal purchases in addition to spending on lodging, fuel, groceries, and other travel needs. The total project budget is \$17,695, which includes \$17,395 in volunteer hours valued at the national rate of \$34.79 per hour. The requested grant amount of \$2,500 represents approximately 14% of the total project budget, within the program's 25% threshold.

Recommendation:

Staff recommends approval of this resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026- _____

**RESOLUTION APPROVING A NEWTON HOTEL-MOTEL TOURISM GRANT
PROGRAM APPLICATION FOR \$2,500 FOR HIKE-N-SEEK 2026**

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

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

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

WHEREAS, the Iowa Geocachers Organization: Hike and Seek 2026 Host Committee has submitted an application for a \$2,500 grant to support Hike-n-Seek 2026, a statewide and regional geocaching event scheduled for September 17–20, 2026, in Newton, Iowa, with activities taking place at city parks and public spaces throughout the community; and

WHEREAS, the total project budget is \$17,695, and the grant amount requested represents approximately 14% of the total project budget, within the 25% threshold established by program rules,

NOW, THEREFORE BE IT RESOLVED, by the City Council of Newton, Iowa, that a Hotel-Motel Tourism Grant in an amount not to exceed \$2,500 be provided to the Iowa Geocachers Organization: Hike and Seek 2026 Host Committee in accordance with the established program rules.

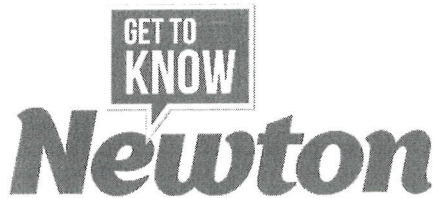
PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



Newton Hotel-Motel Tourism Grant Program Application Form

Applications will be reviewed quarterly and must be submitted by **January 15, April 15, July 15, and October 15** for consideration at the next City Council meeting.

Organization: Iowa Geocachers Organization: Hike and Seek 2026 Host Committee

Address: 2500 West 1st Street South, Newton, Iowa, 50208

Contact Person: Erica Jaramillo

Phone Number: 515-782-0562

Email Address: ejaramil@aol.com

1. Project Summary

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

The Hike-n-Seek Event is a statewide and regional celebration of geocaching that brings participants from across Iowa and the Midwest to a host community to explore the area, stay locally, and enjoy geocaches placed specifically for the event. Attendance at a typical Hike-n-Seek event ranges from 100 to 200 participants. Some visitors stay for several days to take part in the full schedule of activities, while others attend for a shorter portion of the event.

In 2026, the event will be held in Jasper County, primarily in Newton, Iowa, with official event dates of September 17 - 20, 2026. The team working on the event includes Erica Jaramillo, Mark Metz, Jared Mills, Joshua Garrison, and Joel Mills. The primary event venue will be the Christian Conference Center in Newton, Iowa. During this four-day event, many attendees are expected to stay in the Newton area for multiple nights, while others will travel throughout Jasper County and contribute to the local economy through spending on lodging, food, fuel, groceries, and other purchases. Because Jasper County is located so close to the Des Moines metro area, attendance is expected to be especially strong and may exceed typical participation levels.

We are requesting support through the Newton Hotel/Motel Tax Grant Program because the Hike-n-Seek Event will bring visitors to Newton and surrounding areas and create direct spending at local lodging properties, restaurants, gas stations, grocery stores, and other businesses. The event takes place September 17 - 20, 2026, providing a three-night stay opportunity for many participants and encouraging extended visits to the area.

With expected attendance of at least 100 participants, the event could generate more than 1,000 local meal purchases during the event timeframe, in addition to spending on fuel, supplies, and other travel-related needs. As participants travel throughout the Newton area, the event will create a meaningful tourism and economic impact while promoting Newton as a destination for regional visitors.

2. Economic Impact on Newton

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

We are requesting support through the Newton Hotel/Motel Tax Grant Program because the Hike-n-Seek Event will bring visitors to Newton and Jasper County and create direct spending at local lodging properties, restaurants, gas stations, grocery stores, and other businesses. The event takes place September 17 - 20, 2026, providing a three-night stay opportunity for many participants and encouraging extended visits to the area. To that end, we have already secured room blocks with two hotels in Newton.

With expected attendance of at least 100 participants, the event could generate more than 1,000 local meal purchases during the event timeframe, in addition to spending on fuel, supplies, and other travel-related needs. As participants travel throughout Newton and the county, the event will create a meaningful tourism and economic impact while promoting Newton as a destination for regional visitors. Many geocaches will be placed in local parks, many events will be in Newton, and many visitors will be in the Newton area for specific events over the four days. (Full schedule available)

We shall encourage local purchases through distribution of a regional lodging, restaurant, and amenities directory in our registration packages that will go to each participant. We'll also be distributing maps of the county, parks, and other recreational spaces in our welcome package. Additionally, as geocaches will be placed in every town in the county, we'll encourage travelers to venture throughout the entire region to fully explore all it has to offer.

3. Total Estimated Expenses by Category

Materials: Caching materials, containers, logs, miscellaneous	\$1000.00
Advertising (which local outlets):	\$
Other Publicity/Marketing:	\$
Printing: Program, booklets, maps	\$100.00
Equipment/Space Rental: Venue	\$300.00
Honoraria or Fees:	\$
Food You Will Purchase for the Event (not food sales):	\$300.00
Hotel/Motel Expenses (if your group will be paying for rooms):	\$450.00
Other: IGO Pathtags	\$350.00
Total	\$ 2,500

4. Income From Other Sources

Individual/Organization Name:	\$
Individual/Organization Name:	\$
Individual/Organization Name:	\$
Admission/Participation Fees (if any):	\$
Value of Volunteer Hours (\$34.79 per hour):	\$17,395
Other Grants:	\$
Donations: Variety of local and regional donors	\$300.00
Total	\$ 17,695

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

6. Funding

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

In addition to this grant request, we plan to secure funding through local sponsorships, donations, and participant support in the form of volunteer hours. We will approach area businesses and community organizations to request monetary contributions, in-kind donations, or assistance with event-related needs such as printing, supplies, prizes, and venue costs. We also anticipate a great deal of support from participants through volunteer hours. These will be documented in a separate spreadsheet. Participants will also contribute through event registration or optional purchases connected to the event. By combining grant funding with local business support, donations, and participant contributions of MANY volunteer hours, we hope to build a balanced funding plan that will allow us to host a successful event while keeping costs manageable.

Volunteer hours documentation will be located on a central spreadsheet and available upon request. Event logs from the event dates will also document volunteer time spent on the Newton Park CITO (Cache In Trash Out Park Clean Up Event-event TBD at a local Newton City Park.)

7. Other Information

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

Hike-n-Seek is a family-friendly event that encourages outdoor recreation, tourism, and exploration of the local community. In addition to bringing visitors to Newton and Jasper County, the event highlights local parks, public spaces, businesses, and attractions that participants may not otherwise visit. Because geocaching appeals to a wide range of ages and experience levels, the event welcomes both longtime hobbyists and newcomers, creating an inclusive atmosphere that promotes community engagement and repeat visitation. We believe this event is a unique opportunity to showcase Newton as a welcoming destination for regional tourism and outdoor adventure.

Event geocaching page can be found at: <https://www.geocaching.com/geocache/GCBKMBP>

	
Signature of Organization Representative	Date
	
Printed Name	Title

For Internal Use:			
Date Rcvd:	Prior Mtg:	Up Cncil Mtg:	Pckt Due Date:

City of Newton Council Report



Item:

Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 for the Newton Arboretum & Botanical Gardens Plant BINGO and Plant Sale

Report Number: 2026-471

Date:

May 4, 2026

Lead Department:

Community Development

Recommendation:

Approve

Summary:

The Newton Arboretum & Botanical Gardens, Inc. has applied for a \$2,500 grant from the Newton Hotel-Motel Tourism Grant Program to support its Plant BINGO fundraiser on May 8, 2026, and Annual Spring Plant Sale on May 9, 2026, two community events designed to draw visitors from across Jasper County and surrounding communities to Newton.

Financial Impact:

\$2,500 from budgeted Hotel-Motel Tax funds allocated to the Newton Hotel-Motel Tourism Grant Program.

Background:

The City Council established the Newton Hotel-Motel Tourism Grant Program to support events that increase visitation and overnight stays in Newton.

The Newton Arboretum & Botanical Gardens, Inc. has requested funding to support two related events. The Plant BINGO fundraiser on Friday, May 8, beginning at 5:30 p.m., is a new event featuring prizes, raffles, and a themed evening designed to build community excitement. The Annual Spring Plant Sale on Saturday, May 9, from 9:00 a.m. to 1:00 p.m., is an established event offering annuals, natives, and ornamental plants grown and tended by Arboretum staff and volunteers. The application was submitted by Leah Busch, Co-President and Director of Horticulture.

The Arboretum has marketed both events to all of Jasper County and surrounding communities, with the goal of drawing out-of-town visitors to Newton. The organization is working with local businesses to make dining, shopping, and attraction information available to event attendees, encouraging visitors to spend time and money in the community during their visit.

The total project budget is \$13,540.53, which includes \$7,445 in volunteer hours valued at the national rate of \$34.79 per hour. The Arboretum has documented volunteer time logs and will provide supporting documentation. The requested grant amount of \$2,500 represents approximately 18% of the total project budget, within the program's 25% threshold. Additional funding sources include plant sale revenue, Bingo admission fees of \$30 per person, and raffle ticket sales.

Recommendation:

Staff recommends approval of this resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026- _____

RESOLUTION APPROVING A NEWTON HOTEL-MOTEL TOURISM GRANT PROGRAM APPLICATION FOR \$2,500 FOR THE NEWTON ARBORETUM & BOTANICAL GARDENS PLANT BINGO AND PLANT SALE

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

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

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

WHEREAS, the Newton Arboretum & Botanical Gardens, Inc. has submitted an application for a \$2,500 grant to support its Plant BINGO fundraiser on May 8, 2026, and Annual Spring Plant Sale on May 9, 2026, events designed to draw visitors from across Jasper County and surrounding communities to Newton; and

WHEREAS, the total project budget is \$13,540.53, and the grant amount requested represents approximately 18% of the total project budget, within the 25% threshold established by program rules,

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

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



Newton Hotel-Motel Tourism Grant Program Grant Request Application Form

Organization: Newton Arboretum & Botanical Gardens, Inc
Address: PO Box 321 | 3030 N 4th Ave E
Contact Person: Ina Heidemann / Teresa Lyman / Michaela Cope
Phone Number: 641.521.1026 / 641.521.7898 / 641.791.3021
Email: ina24blues@gmail.com / tlyman007@gmail.com / office.mgr@newtonarboretum.com

1. Project Summary

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

Plant BINGO! FUN!draiser | May 8th - 5:30 PM - ?

Welcome to the Newton Arboretum's 1st plant BINGO! Let's have more FUN and build more community while RAISING funds to keep the Arboretum growing!

What a great way to build excitement for our ANNUAL SPRING PLANT SALE on Saturday May 9th (and maybe have access to some presale privileges?) Awesome prizes & raffle opportunities for a date night, team building, bonding with friends, or Mother's Day experience.

Plant SALE! FUN!draiser | May 9th - 9:00 AM - 1:00 PM

"OUR GARDEN WILL BE EPIC THIS SEASON!"

This is our yearly mantra. We start seeds in February-April, plan displays, deal with crop failures, plant, weed, water, prune, etc. It takes TIME, MONEY, and ENERGY to keep the gardens in top shape. Our annual plant SALE helps fund these expenses AND provides YOU with access to some awesome plants.

Begin your GREENHOUSE CRAWL for hard to find annuals, natives, and unique ornamentals HERE!

"MY GARDEN WILL BE EPIC THIS SEASON!"

2. Economic Impact on Newton

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

The Annual Spring Plant Sale always draws a great crowd. Over the last few years we have begun marketing to ALL of Jasper County, reaching out to our surrounding communities.

We are changing the format this year to expand our appeal, introducing a PLANT BINGO event on Friday night. We are hoping to build excitement, engagement, and have fun. Ideally guests would attend Bingo on Friday evening and come back for the sale on Saturday.

- Attend the sale
- Walk the grounds and revitalize wellbeing
- Have lunch
- Go shopping

We are working with local businesses to have fliers available to present options & opportunities for guests. We are soliciting partnerships to build these relationships so people coming to Bingo or the Sale can easily find places to eat, places to shop, and places to visit while they are in town. We want to BUILD our community.

3. Total Estimated Expenses by Category

Materials decorations/supplies/plants/etc	\$4,195.53
Advertising (which local outlets): Newton Daily News/Jasper Co Advertiser	\$350.00
Other Publicity/Marketing: Flyer design, social media costs (boosts), graphics	
Printing: Flyers, Posters, sale signage	\$700.00
Equipment/Space Rental: lost income, rental fees for (2) days	\$700.00
Honoraria or Fees: Raffle license from State of Iowa	\$150.00
Food You Will Purchase for the Event (not food sales) Friday night themed beverages & snacks (estimated)	\$ NA
Hotel/Motel Expenses (if your group will be paying for rooms):	\$ NA
Other: ESTIMATED VOLUNTEER HOURS	\$7445.00
Total	\$13,540.53

4. Income From Other Sources

Individual/Organization Name: Plant sale purchases (estimated)	\$2500.00
Individual/Organization Name:	\$
Admission/Participation Fees (if any): BINGO, May 8th 5:30PM - ?PM entry fee (60*\$30)	\$1800
Value of Volunteer Hours (\$34.79 per hour) : (estimated & actual accrued hours=214 hrs)	\$7445.00
Other Grants	\$
Donations	\$
Total	\$ 4300.00

5. Amount Being Requested from the Newton Hotel-Motel Grant Program: [\\$2500.00](#)

6. Funding

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

[We will also be selling raffle tickets during the Bingo event.](#)

7. Other Information

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

Signature of Organization Representative



Date

[4/15/2026](#)

Printed Name

[Leah Busch](#)

Title

[Co-President, NABG
Director of Horticulture](#)

For Internal Use:

Date Rcvd:

Prior Mtg:

Up Cncil Mtg:

Pckt Due Date:

		2026 Plant Sale Expenses				
TYPE	DAY	Source	Description		Cost	Cost type
Materials	SALE	Ace Hardware	Promix BX 3.8		\$120.08	Actual
Materials	SALE	Ace Hardware	Black Kow compost		\$34.36	Actual
Materials	SALE	Amazon	Blood Meal 25#		\$65.00	Actual
Materials	SALE	Amazon	Kelp Meal 10#		\$48.14	Actual
Materials	SALE	Amazon	Bone Meal 25#		\$69.55	Actual
Equip/Space Rental	BINGO, SALE	NABG	1 weekend rate rental/day		\$700.00	Actual
Plants	SALE	De Voormen	perennials for sale		\$809.96	Actual
Plants	SALE	Diane's Garden Seeds	vegetable seeds for sale		\$26.95	Actual
Materials	SALE	Menard's	soil		\$116.56	Actual
Materials	SALE	Earl May	sulphar root treatment for potting		\$16.04	Actual
Materials	SALE	Menard's	soil		\$29.97	Actual
Prize/Raffle Item	BINGO	Hallmark	windchime		\$40.99	Actual
Prize/Raffle Item	BINGO	Hallmark	windspinner		\$39.99	Actual
Prize/Raffle Item	BINGO	Hallmark	solar lantern		\$41.99	Actual
Prize/Raffle Item	BINGO	Amazon	Camera bird feeder		\$69.99	Actual
Prize/Raffle Item	BINGO	Nancy Berneman	Assorted Garden Basket		\$25.00	Actual
Prize/Raffle Item	BINGO	VandenBerg Greenhouse	Awesome Hanging Baskets (2)		\$200.00	Estimate
Prize/Raffle Item	BINGO	TJs	weighted blanket		\$24.00	Actual
Prize/Raffle Item	BINGO	TJs	candle warmer + candle		\$37.98	Actual
Prize/Raffle Item	BINGO	TJs	Patricia Nash leather purse		\$79.99	Actual
Prize/Raffle Item	BINGO	RS Welding	metal cardinal rain gauge		\$45.00	Actual
Prize/Raffle Item	BINGO	RS Welding	\$25 gift card		\$25.00	Actual
Prize/Raffle Item	BINGO	TJs	Tulip LODGE skillet		\$59.99	Actual
Fees/licenses	BINGO	Iowa - DIAL	gambling license		\$150.00	Actual

Supplies	BINGO	Online Bingo Creator	generator & print for bingo cards		\$100.00	Estimate
Plants	SALE	Isle of Green	plants + hanging baskets		\$1,609.00	Estimate
Advertising	SALE	Forbes/Riggs	yard signs + posters		\$700.00	Estimate
Plants	BINGO, SALE	Flower Court Garden Center	6 large ferns		\$90.00	Actual
Plants	SALE	Flower Court Garden Center	Bubblegum Vista Petunia		\$120.00	Estimate
Supplies	BINGO, SALE	Walmart/Dollar store/etc	misc. decorations		\$150.00	Estimate
Supplies	SALE	Walmart/Dollar store/etc	plant labeling supplies		\$100.00	Estimate
Volunteer Hours	BINGO, SALE	Current recorded hours	35.75		\$1,243.74	Actual
Volunteer Hours	BINGO, SALE	Estimated hours	179		\$6,227.41	Estimate
						25% of cost
					\$13,216.68	\$3,304.17

City of Newton Council Report

**Item:**

Resolution approving a 28E agreement with the Central Iowa Regional Tactical Team

Summary:

28E agreement for the Newton Police Department to join the Central Iowa Regional Tactical Team

Financial Impact:

N/A

Report Number: 2026-466**Date:**

May 4, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

The Newton Police Department has had a formal tactical team since 2005. The team trains monthly and has a consistent membership of 7–8 Newton Police Officers. Although the team has functioned well since inception, they are limited in the size and types of incidents that they can handle and often require assistance from other tactical teams for large-scale events or incidents. The Central Iowa Regional Tactical Team (CIRTT) has been operating for the past several years with membership from the Jasper County Sheriff's Office, Pella Police Department, Grinnell Police Department and Powershiek County Sheriff's Office. The Newton Police Department has worked with CIRTT on several incidents with good success. The Newton Police Department recently applied for membership with CIRTT and was approved by the CIRTT board, pending approval of the proposed 28E agreement. Membership in the CIRTT will allow Newton Police Officers to be a part of the tactical team and respond to incidents in Newton and in the other members' jurisdiction. This comes with a higher level of resources and highly trained tactical personnel in the event a large scale or high risk incident occurs in Newton or surrounding areas.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2026– _____

**RESOLUTION APPROVING A 28E AGREEMENT WITH THE CENTRAL IOWA
REGIONAL TACTICAL TEAM**

WHEREAS, The Newton Police Department has had a tactical team since 2005;
and

WHEREAS, there is a need for a higher level of resources and highly trained
tactical Police Officers to handle larger or more complex high-risk events, and

WHEREAS, The Police Department proposes becoming a member of the Central
Iowa Regional Tactical Team; and

WHEREAS, membership on CIRT will provide a higher level of response and
service to our community and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Newton, Iowa that the 28E agreement with the Central Iowa Regional Tactical Team is
hereby approved.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Central Iowa Regional Tactical Team (CIRTT)

Grinnell Police Department

Jasper County Sheriff's Office

Pella Police Department

Poweshiek County Sheriff's Office

Newton Police Department

28E Agreement

Whereas, the undersigned entities ("Party" or collectively "Parties") provide Law Enforcement services, specifically in the City of Grinnell, Iowa; Jasper County, Iowa; the City of Pella, Iowa; Poweshiek County, Iowa; and the City of Newton, Iowa.

Whereas, the Parties have a desire to assist each other in time of need, and

Whereas, the Parties each maintain adequate Law Enforcement Services, equipment, and personnel to respond to normal emergencies occurring within their respective jurisdictions, and

Whereas, situations may arise regarding emergencies or circumstances that exhaust available local personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time, and

Whereas, to combat such emergencies, the Parties should render needed Law Enforcement Services upon a reciprocal basis, and

Whereas, the governing body of each Party is desirous of entering into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Law Enforcement Services of one entity to another, in such emergency or needed situations requiring additional, special personnel and/or equipment.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

- I. INCORPORATION OF RECITALS
 - a. The foregoing recitals are incorporated herein fully as if outlined in the paragraph.
- II. DEFINITIONS
 - a. **Mutual Aid** - The assistance of Law Enforcement Services personnel and equipment provided by one Party ("Providing Entity") and requested by the other Party ("Requesting Entity") under this Agreement.

- b. **Central Iowa Regional Tactical Team (CIRTT)** - a team and equipment comprised of law enforcement officers employed by the Parties, who are trained and equipped to respond to emergency and special activities.
- c. **Incident Commander** - The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency or Special response activities.
- d. **Emergency Activities** - Any situation where a Party, due to lack of personnel or training, special equipment needs, or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.
- e. **Special Activities** - Any situation, including planned and known large scales events, where a Party, due to a lack of personnel or training, special equipment needs or magnitude of the event, and based upon actual circumstances, concludes that assistance is needed to protect life, provide security and stability for the incident, and/or to protect property within its jurisdiction.

III. PURPOSE

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide Mutual Aid in case of an Emergency or Special Activity arising within the jurisdiction of the Parties to this Agreement.

IV. REQUEST FOR ASSISTANCE

All requests for Mutual Aid CIRTT in an Emergency or Special Activity shall be made by a Law Enforcement Services Director or designee of the Requesting Entity. Requests may be made verbally, electronically, or in writing. Such requests shall state the exact nature of the Emergency or Special Activity, include the amount and type of equipment and the number and skills of personnel required, and specify the location where the personnel and equipment are needed. Requests for assistance should be made through Jasper County Sheriff's Office Dispatch. Jasper County Sheriff's Office Dispatch will notify CIRTT members and Law Enforcement Supervisors for each agency of the request.

V. AUTHORITY OVER JOINT OPERATIONS

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency Response Activities. The ranking supervisor of the Providing Entity shall remain in control of his/her personnel and equipment, subject, however, to the direction and control of the Incident Commander. All responding agencies should coordinate their responses through the Incident Commander for assignments.

VI. LIABILITY

Each member agency is subject to liability under Iowa Code Chapter 670 - Tort Liability.

VII. EMPLOYMENT

It is understood and agreed that the personnel providing Mutual Aid under this Agreement shall remain the employees of the jurisdiction from which they were assigned.

VIII. TERMINATION

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the Grinnell Police Department, Newton Police Department, Jasper County Sheriff's Office, Pella Police Department, and Poweshiek County Sheriff's Office. The Jasper County Sheriff's Office Administrator will ensure that a copy of the termination notice is distributed to all other Parties. This Agreement shall thereafter terminate with respect to that Party only, thirty (30) days from the date of receipt of the termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to this Agreement, under this Agreement, except as provided herein.

IX. EFFECTIVE DATE

This Agreement shall be in full force and effect on the date the Agreement is filed and between the Parties who have obtained approval hereof by their respective governing bodies. This Agreement shall remain in full force and effect for an indefinite period from the effective date hereof until terminated as provided in Paragraph VII.

X. PRIOR MUTUAL ASSISTANCE AGREEMENTS

This Agreement supersedes all other conflicting mutual assistance agreements between the Parties.

XI. AMENDMENTS

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of

Iowa Code Section 28E.8. Any and all such requirements shall be done by the Jasper County Sheriff's Office or designee.

XII. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa Law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. NO SEPARATE ENTITY CREATED - ADMINISTRATION

It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. A designee shall serve as Administrator of this undertaking. In the event designee agency terminates the Agreement and is no longer a Party hereto, the remaining Parties shall designate an Administrator.

XIV. NO REAL OR PERSONAL PROPERTY

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

RESOLUTION APPROVING
28E AGREEMENT FOR MUTUAL ASSISTANCE-CENTRAL IOWA
REGIONAL TACTICAL TEAM

WHEREAS, The Cities of Grinnell, Pella, & Newton ("City")/ Jasper and Poweshiek County ("County") desires to enter into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Law Enforcement Services of one entity to the other in such emergency and special needed activities requiring additional, special personnel and/or equipment.

THEREFORE, BE IT RESOLVED that the 28E Agreement for Mutual Assistance - Central Iowa Regional Tactical Team – Grinnell Police Department, Jasper County Sheriff's Office, Pella Police Department, Newton Police Department, and Poweshiek County Sheriff's Office is hereby approved and adopted.

Sam Cox
Mayor, City of Grinnell, Iowa

Date

Randy Ervin
Mayor, City of Newton, Iowa

Date

Thad Nearmyer
Board Chair, Jasper County Board of Supervisors, Jasper County, Iowa

Date

Don DeWaard
Mayor, City of Pella, Iowa

Date

Jason Roudabush
Board Chair, Poweshiek County Board of Supervisors, Poweshiek
County, Iowa

Date

Rob Burdess
Police Chief, City of Newton, Iowa

Date

Michael McClelland
Police Chief, City of Grinnell, Iowa

Date

Brad Shutts
Sheriff, Jasper County, Iowa

Date

Shane McSheehy
Police Chief, City of Pella, Iowa

Date

Matt Maschmann
Sheriff, Poweshiek County, Iowa

Date

Filed this _____ day of _____, 2026

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a mini excavator for the Public Works Department

Summary:

Approval to purchase a mini excavator for public works to use for street and stormwater utility repairs

Financial Impact:

\$37,099.24 in Road Use Tax and the same amount in Stormwater Utility funds

Report Number: 2026-480**Date:**

May 4, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works routinely has multiple crews working on separate projects, including stormwater and street repairs, subdrain installation, and various other improvements. This can occasionally cause an issue with equipment availability. Crews have also seen an increase in conflicts with underground utilities, including electrical, fiber-optic, water, and sewer lines. It was determined that both issues could be resolved by purchasing a mini-excavator.

A mini excavator was included in the 2026-2027 Capital Equipment Plan, with a budgeted cost of \$100,000.00 to be split evenly between Road Use Tax and Stormwater Utility funds. The water distribution division of the Utilities department currently utilizes a similar machine, and the possibility of sharing their machine in lieu of this purchase was discussed. It was determined that this was not feasible as it is their primary piece of equipment used daily throughout the construction season and for water main repairs, and needs to be available at a moment's notice. Having the machine on a public works job site would put a strain on both departments by delaying Utilities' response time to main breaks and by putting Public Works projects on standby as emergency projects are completed. Additional concerns include Utilities' desire to keep the machine as sanitary as possible when it is used for water main repairs and funding source issues, as the machine was purchased primarily with water enterprise funds.

A machine recently became available on Sourcwell that meets all the staff's needs and costs nearly 25% less than budgeted. To take advantage of this opportunity, it is recommended to make the purchase now, which would also allow staff to use the machine throughout the entire 2026 construction season. The bid was obtained from Sourcwell Purchasing for a 2024 John Deere 50P-Tier mini excavator from Murphy Tractor in Des Moines, Iowa, with a delivered price of \$74,198.48. The unit has 238 hours, and the purchase price includes multiple attachments and a 3,000-hour, 5-year warranty. The cost of the mini excavator will be paid using \$37,099.24 in Road Use Tax and the same amount in Stormwater Utility funds.

Recommendation:

City staff recommends approval of the resolution authorizing the purchase of a 2024 John Deere 50P-Tier mini excavator from Murphy Tractor of Des Moines, Iowa, for \$74,198.48.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION AUTHORIZING THE PURCHASE OF A MINI EXCAVATOR FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, a mini-excavator was identified as an appropriate piece of equipment to increase the efficiency of the Public Works Department; and

WHEREAS, a bid for a 2024 50P-Tier mini excavator was obtained utilizing Sourcewell pricing; and

WHEREAS, Murphy Tractor of Des Moines, Iowa, won the Sourcewell bid with a price of \$74,198.48 for a 2024 John Deere, 16” Tracks, Cab, 5’7”, 50P-Tier mini excavator; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to proceed with the purchase of a 2024 John Deere 16” Tracks, Cab, 5’7”, 50P-Tier mini excavator from Murphy Tractor of Des Moines, Iowa in the amount of \$74,198.48 utilizing \$37,099.24 in Road Use Tax and the same amount in Stormwater Utility funds.

PASSED this _____ day of May, 2026.

APPROVED this _____ day of May, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving repair on spare Jordan Well Motor

Summary:

Approving repair of old Jordan Well motor to utilize as a spare

Financial Impact:

Not to exceed \$48,766.00 from Water Enterprise Funds

Report Number: 2026-497

Date:

May 4, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

The Jordan Well experienced a failure on November 27, 2025, requiring the Water Treatment Superintendent to adjust operator schedules to maintain 24/7 coverage and meet system demand. Water Treatment staff identified a potential electrical issue and contacted Northway for further evaluation. Northway determined the failure likely originated from either the pump motor or electrical wiring within the well; in either case, the pump and motor needed to be pulled to determine the exact cause.

On December 1, 2025, the Utilities Director consulted with the City Administrator and received authorization to proceed with the emergency purchase of a new 300 HP submersible motor. Subsequently, on December 15, 2025, the City Council approved the emergency repair of the Jordan Well and authorized the expenditure for the purchase of a new 300 HP motor.

The Water Treatment Plant does not currently have a spare 300 HP motor. The failed motor, which was removed on November 27, 2025, was sent out for evaluation and potential repair.

On April 16, Northway Well provided a quote of \$48,766.00 to repair the existing 300 HP motor. The cost to purchase a new 300 HP motor was quoted at \$76,465.00.

Recommendation:

Authorize an expenditure to Northway Well Corporation of Marion, Iowa, in an amount not to exceed \$48,766.00 for the repair of the Jordan Well motor, as described above.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION APPROVING REPAIR ON SPARE JORDAN WELL MOTOR

WHEREAS, the Jordan Well experienced a failure on November 27th, 2025, requiring the Water Treatment Superintendent to adjust operator schedules to ensure 24/7 coverage, to keep up with demand; and

WHEREAS, the Water Treatment crew identified an electrical issue and contacted Northway for further evaluation; and

WHEREAS, Northway determined the failure originated either from the pump motor or electrical wiring within the well; in either case, the pump and motor needed to be pulled to determine the exact cause.

WHEREAS, on December 1, 2025, the Utilities Director again consulted with the City Administrator and received authorization to proceed with the emergency purchase of the new 300 HP submersible motor; and

WHEREAS, on December 15, 2025, the City Council approved the emergency repair of the Jordan Well and authorized the expenditure for the purchase of a new 300 HP motor; and

WHEREAS, the Water Treatment Plant does not currently have a spare 300 HP motor. The 300HP motor that failed and was pulled on November 27th,2025, was sent in for evaluation for repairs

WHEREAS, on April 16,2026 Northway Well Corporation sent a quote to repair the 300 HP motor for \$48,766.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the repair of the Jordan Well motor by Northway Well Corporation of Marion, Iowa, is hereby approved in an amount not to exceed \$48,766.00, with such expenditure to be paid from the Water Enterprise Fund.

PASSED this _____ day of May 2026.

APPROVED this _____ day of May 2026.

_____,
Randy J. Irvin, Mayor

ATTEST:

Katrina Davis, City Clerk

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

April 16, 2026

Mr. Todd Pierce
Water Superintendent
City of Newton
P.O. Box 399
Newton, Iowa 50208-0399

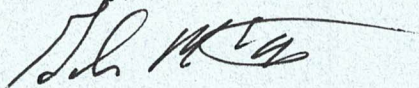
Dear Mr. Pierce,

Northway Well and Pump Co. is offering the following pricing to rebuild or replace the 300 HP 460/3/60 submersible motor with a new SME 14" standard constructed motor.

Rebuild the Hitachi.	\$ 48,766.00
SME 300 HP 460/3/60 Submersible Motor w/freight.	\$ 76,456.00

Thank you for your time and consideration. If you have any questions, please feel free to call us at (515)-987-4575.

Sincerely,



Gale McIntosh
Branch Manager
NORTHWAY WELL & PUMP COMPANY



950 S 67th Ave. Phoenix, AZ. 85043 - Office: (623) 478 1883 Fax: (623) 478 1884

Work Order #		Customer Name		DATE										
SOAZ697		Northway		1/8/2026										
SALES PERSON:		Gabe	Todd	Chris	Kyle F	Kellen	Kyle L	✓	Chris H					
Original MFG.:		Hitachi	SIZE	14"	HP:	300	FULL LOAD CURRENT:	371	Volts	460	Hz:	60		
SPEED (RPM):		1800	SERIAL NUMBER:	G2639001H	ITEMS SENT	NONE	PUMP & ADAPTER	NONE						
CRATE:		YES	Re-Useable:	NO	Re-enforce	NO	Replace:	YES	COUPLING:	NONE	CASTINGS:	CAST IRON	STATOR:	CAST IRON
MOTOR SEALED		YES	PARTS MISSING:	NO	COMMENTS :									
EXTERIOR CONDITION:		RUST	DISASSEMBLED WHEN RECEIVED:	NO	MOTOR IS LEAKING:	YES	MEGGER READING WITH 1000 VOLT TESTER	ZERO						
TYPE OF LEADS:		CONTINUOUS	LENGTH	10 FT.	WIRE SIZE:	"1/0"	VOLTAGE RATING:	600V	MEG TEST LEADS:	NO				
Sample of lead placed in bucket:		YES	DAMAGE TO LEAD CABLES:	NO	MOTOR HAS SENSORS	NO								
MOTOR REGISTER SIZE:		7.998	Inches	END FLOAT CLEARANCE:	0.038	REGISTER CONDITION:	GOOD	SHAFT HEIGHT:	4.993					
SHAFT RUN-OUT		0.012												
SEAL CARRIER CONDITION:		NONE	PRESSURE TEST:	YES	RESULTS OF TEST:	FAILED	5 PSI FOR LIP SEALS:	PRESSURE:	0	Leaking expansion bag				
VENT PLUG TIGHT:		YES	DRAIN PLUG TIGHT:	YES	RECEIVED DRAINED:	NO	WATER FILLED:	YES	COLOR:	Grey	SMELL:	Musty		
MOTOR HAS SAND SLINGER:		YES	SLINGER MATERIAL:	RUBBER / STAINLESS	SLINGER TIGHT:	YES	SLINGER CONDITION:	BAD	REPLACE	YES				
MOTOR TURNS FREELY:		TIGHT												





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Work Order #	Customer Name	DATE
SOAZ697	Northway	1/8/2026

OUTER SEAL CONDITION:	GOOD	REPLACE	YES	SEAL TYPE:	LIP	* LIP SEAL CAVITY CONDITION:	GOOD	RUBBER COMPONENTS	GOOD
SPRING CONDITION:	GOOD								

INTERNAL LEADS:	GOOD CONDITION:	BAD	RE-LEAD MOTOR:	YES	LOWER END OF MOTOR:	DIAPHRAGM/EXPANSION BAG:	BAD
REPLACE	YES	FOREIGN PARTIALS:	GRIT				

THRUST ASSEMBLY:	TYPE:	PIVOT	DIRTY	YES	SHOE MATERIAL:	STAINLESS	SHOE CONDITION:	SCRATCHED	&	WORN
REPAIRABLE/RELAP:	YES	LOWER END HOUSING CONDITION:	GOOD	SAND BLAST AND CLEAN:	YES					



Down thrust shoes



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SOAZ697	Northway	1/8/2026
DRIVER CONDITION: <u>SCRATCHED</u> RE-GRIND & RE-USE YES ☐		



THRUST DRIVER



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SOAZ697	Northway	1/8/2026
UP THRUST SCRATCHED PHENOLIC	RE-GRIND & RE-USE	YES



UP THRUST

STATOR	OUTSIDE CONDITION:	GOOD	INTERNAL INSPECTION:	VISIBLE BURN OUT OR BLOW OUT:	NO	MEGGER READINGS:	1000 VOLT MEGGER	ZERO
	INSULATION MATERIAL:	GOOD	FOREIGN PARTICALS:	CARBON	GRIT	RUST	FLUSH & TEST:	NO
	LAMINATION CONDITION:	GOOD	BAKER HI POT TEST (water filled in tank)	NO			STRIP:	YES



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ROTOR CONDITION:	GOOD	ROTOR BARS:	COPPER	BALANCE RINGS:	STEEL	LAMINATION CONDITION:	FAIR
BALANCING HOLES:	UPPER 0	LOWER 0	REPLACE BALANCE RINGS	NO	COMMENTS:	Some corrosion evidence at end rings - Deep grooves seal area.	
HEAT DISCOLORATION:	UPPER YES	MIDDLE YES	LOWER YES	YES			



Drive end



Lower end



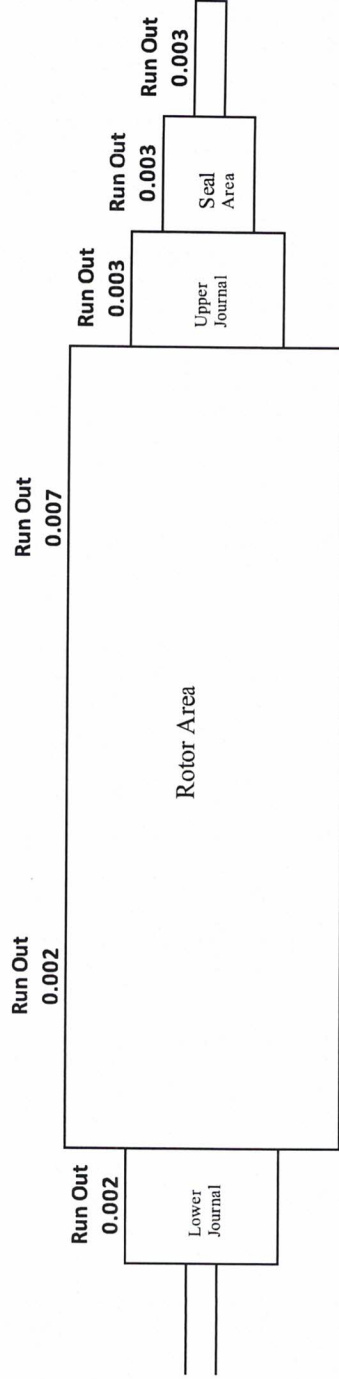
Deep grooves from lip seal



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Work Order #	Customer Name	DATE
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Rotor Machined Work



Stub? NO

Lower Journal

Brg. 3.940
Jrnl. 3.934
Clearance -0.006

Coupling Area

UPPER BEARING TYPE: CARBON GRAPHITE
LOWER BEARING TYPE: CARBON GRAPHITE
Measured by: GEORGE

Keyway: GOOD WORN TAPERED

UPPER BEARING CONDITION: GOOD
LOWER BEARING CONDITION: GOOD
Date: 1/13/26 Checked by: DUSTY Date: 1/13/26

Upper Journal

Brg. 3.940
Jrnl. 3.933
Clearance -0.007

GENERAL COMMENTS AND OBSERVATIONS: The motor is in fair shape mechanically. Both carbon guide bearings' clearance is within spec. The rotor seal area has deep grooves that will require sleeving. The rotor's laminations show some corrosion at the end rings. The motor thrust assembly is worn and scratched and will require lapping. The motor is in poor electrical condition. There are no signs of a blowout, but the windings measure zero. The windings need to be stripped to check for blown spots on the stator slots. The windings need to be replaced.

RECOMMENDATION FOR REWORK AND REPAIRS:

Please see the repair quotation for the work scope.

INSPECTED BY: Mark DATE: 1/13/2026

APPROVED BY: Jeff DATE: 1/22/2026

WARRANTY EVALUATION: NO