



Newton City Council Agenda

June 1, 2026 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Presentation

2. Holmes Murphy Employee Benefits Update — Jeff Clayton, Attorney - VP, EB/Shareholder & Joe Langel, VP, EB/Shareholder

Citizen Participation

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

Consent Agenda

4. May 18, 2026 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: LEVY Premium Food Service, LLC (Iowa Speedway) - LC0058247, 3333 Rusty Wallace Dr, Temporary Outdoor Service through 09/30/2026; Lucky Wife Wine Slushies (Triple K Sips, LLC), 303 W 4th St N, Special Class "C" Retail Alcohol License for June 16, 2026 Farmers Market
6. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor Licenses for the following: Casey's #1911, 1018 1st Ave E; Casey's #2341, 3104 1st Ave E; Casey's #2417, 1200 W 1st Ave W; Casey's #3954, 4343 S 15th Ave E; Newton Market (Vihaan), 321 1st Ave W; Newton Tobacco & Vape, 309 Iowa Speedway Dr; and Tobacco Vape & E-Cig, 1126 1st Ave E (plus device permit renewal)
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-09)
8. Resolution Approving the FY25 Audit for the City of Newton
9. Resolution Extending the Maturity Date of the City's Water Revenue Loan and Disbursement Agreement Anticipation Project Note
10. Resolution Approving an Agreement with the Newton YMCA for Fiscal Year 2027

11. Resolution authorizing the purchase of a front-end loader snow plow blade for the Public Works Department
12. Resolution approving the purchase of three multi-stage pumps and two motors for the Newton Sanitary Landfill
13. Resolution awarding a contract for the Landfill Lower Shop Insulation Project
14. Resolution approving change order #1 and accepting completion of the Aurora Park parking improvement Project
15. Resolution amending resolution 2026-145 accepting completion of the Scale house Electrical Generator Installation Project
16. Resolution approving change order #3 for Westwood Golf Course Bridge Replacement and Repairs Project
17. Resolution authorizing the purchase of a 24' Tilt Deck Trailer for the Public Works Department
18. Resolution Setting a Date for a Public Hearing on the FY27-FY31 Capital Improvement Plan (CIP)
19. Resolution Approving an Agreement with JP Party Rentals LLC for Fourth of July Celebration 2026
20. Resolution approving a PSA for Arbor Estates Wetlands design
21. Approve Bills

Public Hearing

22. Public Hearing on an Ordinance amending the City of Newton official zoning map for property located at 1017 West 4th St. S. Parcel number 0833479017, from R-2: One-and-Two Family Residential District to C-N: Neighborhood Commercial
 - The applicant requested a rezoning of the subject property to accommodate expansion of the existing convenience store.
 - At their meeting on May 5, 2026, the Planning and Zoning Commission reviewed and unanimously recommended approval of this rezoning application.
23. First Consideration of an Ordinance amending the City of Newton official zoning map for property located at 1017 West 4th St. S. Parcel number 0833479017, from R-2: One-and-Two Family Residential District to C-N: Neighborhood Commercial
24. Public Hearing on a resolution awarding the 2026 Downtown Streetscape Improvements Project
 - The 100 blocks of W 3rd St N and W 4th St N have undergone several asphalt resurfacing projects over the last 65 years and have surpassed their useful life.
 - The street will be reconstructed 40 feet wide (measured face of curb to face of curb) with parallel parking, new sidewalks, trees, lighting, and improved drainage.
 - Staff recommends awarding the project to the lowest responsive, responsible bidder, TK Concrete Inc. of Pella, IA, with a bid of \$495,815.00.

25. Resolution awarding the 2026 Downtown Streetscape Improvements Project

Ordinance

26. Third 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.
27. Second 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.

Resolution

28. Resolution renewing Bing Bang as the agency of record for Marketing & Advertising Agency Services
- Bing Bang has served as the City of Newton's agency of record for Marketing and Advertising Agency Services for the past two years, delivering increased brand awareness, multiple promotional videos, and strategic marketing to support economic growth.
 - Renewing this agreement allows the city to build on that momentum with continued storytelling videos, social reels, website hosting, and a targeted digital media campaign.
29. Resolution approving a service agreement with Flock Safety for LPR cameras
- With the use of ALPR cameras, the Police Department has been able to create leads and solve numerous cases
 - The Police Department proposes approving a 2-year agreement with Flock Safety for the existing ten cameras and adding 5 additional cameras
 - First year cost of the project is \$50,000 funded by 2026 bonds

30. Resolution updating the Comprehensive Fee Schedule, Public Works Fees, Solid Waste and Recycling Collection and Disposal Fee
- The current solid waste collection and hauling contract was awarded to Dodd's Solid Waste and Recycling in January 2025. The collection of solid waste and recycling is paid for by a fee per dwelling unit as specified in the contract.
 - Property owners in the City of Newton pay a monthly fee on their utility bill that covers the cost to Dodd's for collection, as well as the disposal of solid waste at the Newton Sanitary Landfill and the recycling of materials at a licensed recycling facility.
 - Per the contract, the monthly rate paid to Dodd's shall be adjusted to match the 12-month unadjusted percent change to the CPI-U. In order to cover the cost increase to Dodd's and to ensure that solid waste disposal and recycling fees are also not subsidized by the general fund, City staff recommends a 2.8% increase in recycling and garbage fees be charged to property owners in FY27, which equates to a 52-cent monthly increase.

31. Resolution Approving Repair of the Ladder Truck

- The Fire Department utilizes a ladder truck in operations for fire and rescue operations.
- The current ladder truck was purchased in 2001 and is requiring increasing maintenance to allow for continued use.
- A new ladder truck is scheduled to be delivered in late 2026.

Staff Report

32. How to Apply for Permits Online — Nick Alexander, City Planner

Mayor/Council Comments

33. Mayor and Council Comments

Adjourn

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

Find us online: www.newtongov.org



City of Newton

City Council Meeting
June 1, 2026



Your Team

Employee Benefits



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Medical & Pharmacy Claims Review

Performance Summary Report

ANNUAL COST PER EMPLOYEE

| | |
|------------------|---------------|
| Total Gross Cost | Net Plan Cost |
| \$15,897 | \$15,656 |

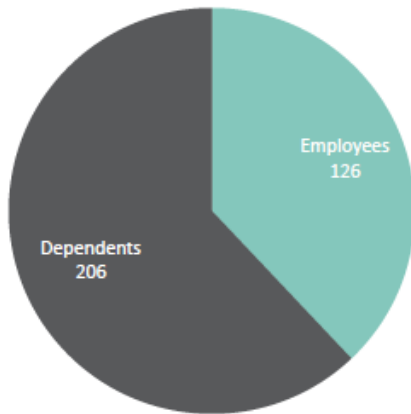
SURPLUS / (DEFICIT)

| | |
|-------|-----------|
| 10.3% | \$192,490 |
|-------|-----------|

CLAIMANTS OVER \$25,000

| | |
|---|--------------|
| 6 | Average Cost |
| | \$54,808 |

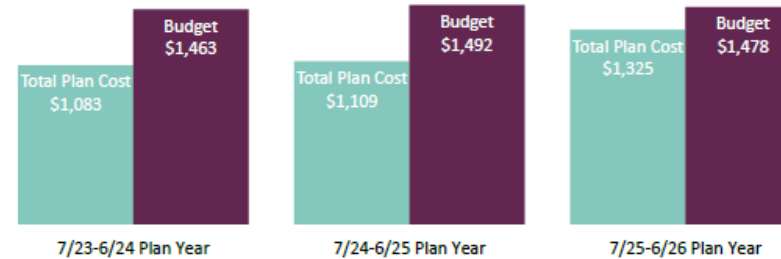
Current Membership



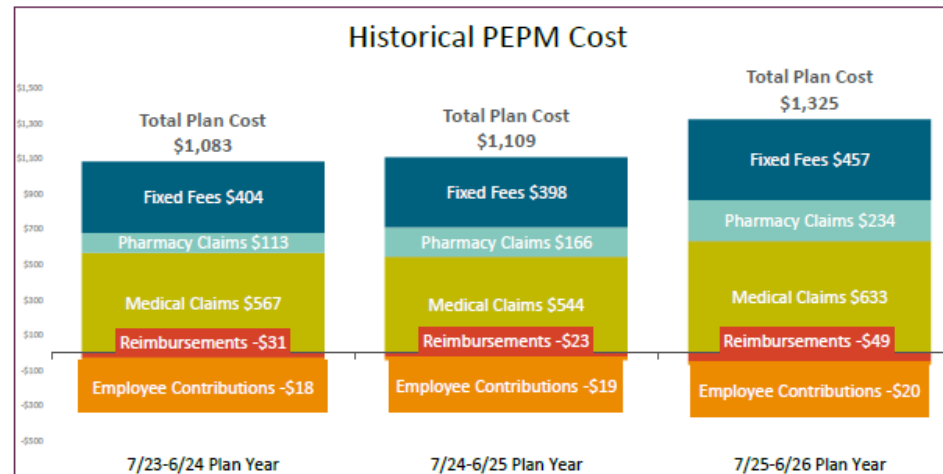
CONTRACT SIZE

2.64

Actual vs. Budget (PEPM)



Historical PEPM Cost



Claimants over \$25K (HCC)



Performance Summary Report

7/25-6/26 Plan Year Performance

| Month | Enrollment | | Claims | | | | Fixed Costs | | | | | Total Cost | |
|------------------|--------------|--------------|------------------|------------------|--------------------------|--------------------|----------------------|--------------------|-------------------|----------------|------------------|--------------------|------------------------|
| | Employees | Member Count | Medical Claims | Pharmacy Claims | Stop Loss Reimbursements | Total Net Claims | Total Administration | Stop Loss Premiums | Pharmacy Rebates | Misc Fees | HSA Seed | Total Plan Cost | Employee Contributions |
| Jul-25 | 124 | 329 | \$30,863 | \$16,697 | \$0 | \$47,560 | \$11,042 | \$37,705 | \$0 | \$463 | \$17,250 | \$114,020 | (\$2,549) |
| Aug-25 | 123 | 324 | \$82,434 | \$15,217 | \$0 | \$97,651 | \$10,953 | \$37,401 | \$0 | \$0 | \$17,000 | \$163,004 | (\$2,558) |
| Sep-25 | 123 | 324 | \$88,859 | \$25,536 | \$0 | \$114,395 | \$10,953 | \$37,401 | (\$29,060) | \$10 | \$17,000 | \$150,699 | (\$2,558) |
| Oct-25 | 125 | 330 | \$98,442 | \$47,098 | \$0 | \$145,540 | \$11,131 | \$38,009 | \$0 | \$10 | \$17,375 | \$212,065 | (\$2,558) |
| Nov-25 | 126 | 331 | \$111,270 | \$26,065 | (\$6,068) | \$131,266 | \$11,220 | \$38,313 | \$0 | \$724 | \$17,500 | \$199,023 | (\$2,558) |
| Dec-25 | 126 | 331 | \$92,242 | \$48,035 | (\$6,376) | \$133,902 | \$11,220 | \$38,313 | (\$24,245) | \$306 | \$17,500 | \$176,995 | (\$2,558) |
| Jan-26 | 129 | 338 | \$127,504 | \$20,437 | (\$8,682) | \$139,258 | \$11,487 | \$39,225 | \$0 | \$0 | \$18,375 | \$208,346 | (\$2,420) |
| Feb-26 | 124 | 330 | \$51,417 | \$27,892 | \$0 | \$79,310 | \$11,042 | \$37,705 | \$0 | \$739 | \$18,000 | \$146,795 | (\$2,400) |
| Mar-26 | 129 | 339 | \$98,195 | \$41,664 | (\$16,172) | \$123,687 | \$11,487 | \$39,225 | (\$46,248) | \$0 | \$18,750 | \$146,901 | (\$2,540) |
| Apr-26 | 130 | 342 | \$77,863 | \$26,294 | (\$24,155) | \$80,002 | \$11,577 | \$39,529 | \$0 | \$0 | \$18,875 | \$149,982 | (\$2,540) |
| May-26 | | | | | | | | | | | | | |
| Jun-26 | | | | | | | | | | | | | |
| YTD Total | 1,259 | 3,318 | \$859,088 | \$294,936 | (\$61,453) | \$1,092,570 | \$112,114 | \$382,824 | (\$99,554) | \$2,251 | \$177,625 | \$1,667,831 | (\$25,240) |
| Prior YTD | 1,208 | 3,302 | \$712,413 | \$201,722 | (\$32,884) | \$881,251 | \$104,854 | \$353,255 | (\$148,751) | \$2,572 | \$166,125 | \$1,359,306 | (\$22,650) |
| Change | 4.2% | 0.5% | 20.6% | 46.2% | 86.9% | 24.0% | 6.9% | 8.4% | -33.1% | -12.5% | 6.9% | 22.7% | 11.4% |
| YTD PEPM | | 2.64 | \$682.36 | \$234.26 | (\$48.81) | \$867.81 | \$89.05 | \$304.07 | (\$79.07) | \$1.79 | \$141.08 | \$1,324.73 | (\$20.05) |
| Prior YTD PEPM | | 2.73 | \$589.75 | \$166.99 | (\$27.22) | \$729.51 | \$86.80 | \$292.43 | (\$123.14) | \$2.13 | \$137.52 | \$1,125.25 | (\$18.75) |
| Change | | -3.57% | 15.70% | 40.29% | 79.31% | 18.96% | 2.59% | 3.98% | -35.78% | -16.02% | 2.59% | 17.73% | 6.92% |
| R12 PEPM | | 2.64 | \$645.41 | \$222.50 | (\$40.86) | \$827.05 | \$88.68 | \$302.17 | (\$83.49) | \$1.67 | \$140.54 | \$1,276.63 | (\$19.98) |

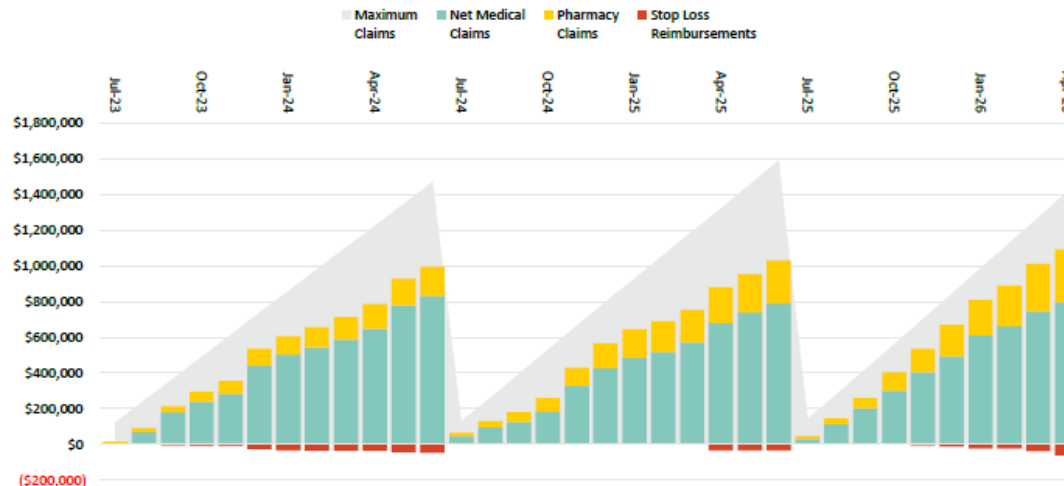
YTD Aggregate Performance

| | Budget | Actual | Difference |
|---------|-------------|-------------|------------|
| Gross | \$1,860,320 | \$1,667,831 | -10.3% |
| Net | \$1,835,081 | \$1,642,591 | -10.5% |
| Surplus | | \$192,490 | |

YTD PEPM Performance

| | Budget | Actual | Difference |
|---------|------------|------------|------------|
| Gross | \$1,477.62 | \$1,324.73 | -10.3% |
| Net | \$1,457.57 | \$1,304.68 | -10.5% |
| Surplus | | \$152.89 | |

Historical Performance





Medical & Pharmacy Renewal

Medical & Pharmacy Alternate-Wellmark

| Medical - Claims & Fixed Costs | 2025 Costs | 2026 Costs | \$ Increase | % Increase | Current Budget PEPM | Current Actual PEPM |
|------------------------------------|--------------------|--------------------|------------------|--------------|---------------------|---------------------|
| Fixed Costs | \$594,397 | \$446,343 | -\$148,025 | -24.9% | | |
| Expected Claims | \$1,359,860 | \$1,474,652 | \$114,792 | 8.4% | | |
| Total Annual Expected Costs | \$1,954,257 | \$1,920,995 | -\$33,262 | -1.7% | | |
| PEPM Expected Costs | \$1,292.50 | \$1,270.50 | -\$22.00 | | \$1,483.28 | \$1,359.85 |
| Total Annual Maximum Costs | \$2,285,141 | \$2,289,684 | \$4,543 | 0.2% | | |

Alternate includes PBM Rebate Admin Fee Credit, \$0 Dr. on Demand and \$85 Specialty Copay

| Fixed Costs PEPM | 2025 | 2026 | % Change |
|---------------------|----------|------------|----------|
| Medical Admin | \$53.00 | \$54.79 | 3.38% |
| Rx Admin Fee | \$1.10 | \$2.10 | 90.91% |
| Network Access Fee | \$6.95 | \$6.95 | 0.00% |
| Specific Stop Loss | \$295.68 | \$304.99 | 3.15% |
| Aggregate Stop Loss | \$8.39 | \$8.39 | 0.00% |
| Consulting Fee | \$28.00 | \$28.00 | 0.00% |
| PBM Rebate Credit | \$0 | (\$110.00) | 0.00% |



Plan Design Alternate

| | Wellmark | | | |
|-------------------------------------|---|-----------------------------|--|---------------------|
| | Alliance Select PPO Plan ID: 32813-1 / 32814-1 | | Alliance Select HDHP Plan ID: 26541-1 / 26542-1 | |
| BENEFIT OVERVIEW | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Deductible | | <i>Embedded</i> | | <i>Non-Embedded</i> |
| Single | | \$1,500 | | \$3,000 |
| Family | | \$3,000 | | \$6,000 |
| Coinsurance | 80% / 20% | | 70% / 30% | 100% / 0% |
| Out-of-Pocket Maximum | | | | |
| Single | | \$3,000 | | \$3,000 |
| Family | | \$6,000 | | \$6,000 |
| BENEFIT HIGHLIGHTS | | | | |
| Physician Visit-PCP | \$15 Copay | \$25 Copay | Deductible, 0% coinsurance | |
| Physician Visit-Specialist | \$25 Copay | \$25 Copay | Deductible, 0% coinsurance | |
| Preventive Services | Covered at 100% | \$25 Copay | Covered at 100% | |
| Hospital Services | | | | |
| Inpatient | Deductible, 20% coinsurance | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |
| Outpatient | Deductible, 20% coinsurance | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |
| Emergency Room | Deductible, 20% coinsurance | Deductible, 20% coinsurance | Deductible, 0% coinsurance | |
| Urgent Care | \$15 Copay | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |
| Dr. on Demand | \$0 | Not Covered | \$0 | |
| Prescription Drugs | | | Rx Value Plus | |
| Formulary | Rx Value Plus \$10 Generic / \$20 Brand / \$30 Brand w/ Generic Available / \$85 Specialty | | Rx Value Plus Deductible, 0% coinsurance | |
| Mental/Nervous | | | | |
| Office | \$15 Copay | \$25 Copay | Deductible, 0% coinsurance | |
| Inpatient | Deductible, 20% coinsurance | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |
| Outpatient | Deductible, 20% coinsurance | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |
| Drug/Alcohol Abuse Treatment | | | | |
| Office | \$15 Copay | \$25 Copay | Deductible, 0% coinsurance | |
| Inpatient | Deductible, 20% coinsurance | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |
| Outpatient | Deductible, 20% coinsurance | Deductible, 30% coinsurance | Deductible, 0% coinsurance | |



Alternate Accruals

| | Current Accruals | | Current Accruals Rounded | | Wellmark Alternate Suggested Rates | |
|-----------------------|--------------------|------------|--------------------------|------------|------------------------------------|------------|
| | \$1,500 PPO | HDHP | \$1,500 PPO | HDHP | \$1,500 PPO | HDHP |
| Employee | \$776.73 | \$639.36 | \$777.00 | \$639.00 | \$649.14 | \$547.98 |
| Employee + Spouse | \$1,572.93 | \$1,291.59 | \$1,573.00 | \$1,292.00 | \$1,329.42 | \$1,122.26 |
| Employee + Child(ren) | \$1,455.17 | \$1,195.13 | \$1,455.00 | \$1,195.00 | \$1,228.83 | \$1,037.35 |
| Family | \$2,348.61 | \$1,927.02 | \$2,349.00 | \$1,927.00 | \$1,992.19 | \$1,681.76 |
| Annual Total | \$2,232,995 | | \$2,233,044 | | \$1,921,019 | |



Historical Cost Comparison

| Plan Year | Annual Spend | Average EE Count | PEPM | % Change |
|---|--------------|------------------|------------|----------|
| Wellmark Fully Insured Plan 7/21 – 6/22 | \$2,164,328 | 125 | \$1,442.89 | - |
| Wellmark Fully Insured Plan 7/22 – 6/23 | \$2,145,636 | 125 | \$1,430.42 | - 0.86% |
| Wellmark Self-Funded 7/23 – 6/24 | \$1,389,444 | 122 | \$945.84 | - 33.88% |
| Wellmark Self-Funded 7/24 – 6/25 | \$1,410,876 | 121 | \$971.01 | 2.66% |
| Wellmark Self-Funded 7/25 – 4/26 YTD Current Performance | \$1,667,831 | 126 | \$1,324.73 | 36.43% |



Thank you



(800) 247.7756 | holmesmurphy.com



Disclosures

- Thank you for partnering with Holmes Murphy and Associates. We appreciate the opportunity to explore product options on your behalf. Our focus is in strategic planning, implementation and maintenance of employee benefit plans.
- This proposal is based upon the financial and underwriting information provided by you. In the event there have been significant changes, or we are missing material data, we will need that information in order to forward it to underwriters. Any additional information may change the rates shown. This proposal is issued by the carrier as a courtesy and for the sake of expediency. Actual rates will depend upon underwriting and the final enrollment.
- This proposal is intended to be a summary of the premium costs of the plans under consideration. Please refer to the carriers' proposals for the actual terms, conditions, limitations, and exclusions.
- Never terminate your existing coverage until advised that replacement coverage has been confirmed by the replacement carrier.
- It is imperative we be informed of any employee or dependent who is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be available for these individuals. It is imperative we be informed of any employee or dependent who is covered under your group's COBRA provision or retiree plan.
- This proposal is provided only for your internal use. No further use or distribution is authorized without our prior written consent.
- All insurance carriers have their own operating procedures. A change in carrier could, therefore, affect the way certain plan coverages are evaluated.
- As your insurance agent/broker, generally Holmes Murphy has access to many insurance companies to place your coverage. We have obligations to you as the purchaser and to the insurance company as determined in both statutory and case law. We may have authority to obligate the insurance company on your behalf. As a result we may be bound by the terms of our agreement with the insurance company. We typically receive compensation from the selling insurance company based on the agreement Holmes Murphy has with the company. That compensation may vary from company to company and also be impacted by the volume of business Holmes Murphy has with them, the profitability of that business, and other factors. You may receive information about our compensation on any of the policies proposed by us, by asking us for the information.
- This proposal summary makes reference to A.M. Best Ratings in several places. It is Holmes Murphy's policy to place coverage with carriers who have a secure financial strength rating.
- A.M. Best Company is the leading provider of insurer ratings of a company's financial strength and ability to meet its obligations to policyholders.
- A.M. Best's Rating is an independent opinion, based on a comprehensive quantitative and qualitative evaluation, of a company's balance sheet strength, operating performance and business profile. Best's Ratings are not a warranty of a company's financial strength and ability to meet its obligations to policyholders.
- Complete information on A.M. Best can be found on their website: www.ambest.com



A.M. Best Ratings

| | | |
|---------|------------------------------|---|
| A++, A+ | Superior | Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders |
| A, A- | Excellent | Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders |
| B++, B+ | Very Good | Assigned to companies that have, in our opinion, a good ability to meet their ongoing obligations to policyholders |
| B, B- | Fair | Assigned to companies that have, in our opinion, a fair ability to meet their current obligations to the policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions. |
| C++, C+ | Marginal | Assigned to companies that have, in our opinion, a marginal ability to meet their current obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions. |
| C, C- | Weak | Assigned to companies that have, in our opinion, a weak ability to meet their current obligations to policyholders but are financially extremely vulnerable to adverse changes in underwriting and economic conditions. |
| D | Poor | Assigned to companies that have, in our opinion, a poor ability to meet their current obligations to policyholders but are financially extremely vulnerable to adverse changes in underwriting and economic conditions. |
| E | Under Regulatory Supervision | Assigned to companies (and possibly their subsidiaries/affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint where-by they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country. |
| F | In Liquidation | Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent. |
| S | Suspended | Assigned to companies that have experienced sudden and significant events affecting their balance sheet strength or operating performance and whose rating implications cannot be evaluated due to a lack of timely or adequate information. |



NEWTON CITY COUNCIL MEETING MINUTES
MAY 18, 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. Mayor Ervin announced that item 23 and 30 would be postponed.

Proclamation

2. May 17–23 - Emergency Medical Services (EMS) Week

3. May 17–23 - National Public Works Week Proclamation

Citizen Participation

4. There was no citizen participation.

Consent Agenda

Moved by Mills, seconded by Hallam to approve consent agenda items 5-24. AYES: Six. NAYS: None. Consent Agenda was adopted.

5. May 4, 2026 Regular City Council Meeting Minutes

6. Approve Liquor Licenses for the following: Corner Hub, 1718 1st Ave E, Class E Retail Alcohol License, pending state and local approval; Love's Travel Stop - BW0100520, 4400 S 22nd Ave E, Special Class C Retail Alcohol License renewal

7. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor Licenses for the following: Corner Hub, 1718 1st Ave E; Git-N-Go #45, 1708 S 8th Ave E; Git-N-Go #14, 801 1st Ave W; Mega Saver, 4300 S 22nd Ave E; Walgreen's, 1204 1st Ave E; World To Go, 403 1st Ave E

8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-08)
Resolution 2026-174 adopted.

9. Resolution approving Change Order No. 1 for the Newton Airport Apron Expansion Project
Resolution 2026-175 adopted.

10. Resolution amending resolution 2026-103 approving the purchase and up-fit services for two police patrol vehicles
Resolution 2026-176 adopted.

11. Resolution approving the purchase of a skid loader brush mower
Resolution 2026-177 adopted.

12. Resolution authorizing Alliant Energy to install one street light to the 1400 block of Monroe Dr. for the Public Works Department
Resolution 2026-178 adopted.

13. Resolution authorizing the purchase of pre-season salt for snow and ice control
Resolution 2026-179 adopted.

14. Resolution awarding a contract for the Landfill Lower Shop Heater Installation Project
Resolution 2026-180 adopted.

15. Resolution approving the purchase of a pickup for Public Works Operations
Resolution 2026-181 adopted.

16. Resolution approving change order #1 for the 2025-01 Iowa Speedway Dr Sidewalk Project
Resolution 2026-182 adopted.

17. Resolution accepting completion of the Cardinal Pond parking improvement project
Resolution 2026-183 adopted.

18. Resolution Authorizing the filing of a petition for abandoned property for 316 West 13th Street South
Resolution 2026-184 adopted.

19. Resolution approving Change Order #2 and accepting completion of the 2025-01 PCC patching Project
Resolution 2026-185 adopted.
20. Resolution approving the purchase of a vehicle for the Police Department
Resolution 2026-186 adopted.
21. Resolution awarding the purchase of firefighter's personal protective equipment
Resolution 2026-187 adopted.
22. Resolution authorizing the purchase of a wheel loader for Water Pollution Control
Resolution 2026-188 adopted.
23. Resolution authorizing the purchase of an enclosed job trailer for Water Distribution
Resolution postponed.
24. Approve Bills

Public Hearing

25. Public Hearing on Resolution Approving the Second Budget Amendment for Fiscal Year 2025-2026
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 Holschuh to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
26. Resolution Approving the Second Budget Amendment for Fiscal Year 2025-2026
Moved by Holschuh, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-189 adopted.

Ordinance

27. Second consideration of an Ordinance Amending the Various Sections of the Code of Ordinances, City of Newton, Iowa, 2025, Title IX, Chapter 90, "Animals"
Moved by Hallam, seconded by Roth to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.
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"
Moved by Simbro, seconded by Hallam to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Resolution

29. Resolution approving an agreement with Lucy's Pet Pantry for Trap-Neuter-Return services
Moved by Hallam, seconded by Holschuh to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-190 adopted.
30. Resolution awarding the 2026 Downtown Streetscape Improvements Project
Resolution postponed.
31. Resolution awarding contract for the Demolition Project 2026-01
Moved by Simbro, seconded by Roth to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-191 adopted.
32. Resolution approving the purchase agreement for real property at 1017 West 4th Street South, Newton, Jasper County, Iowa
Moved by Simbro, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-192 adopted.
33. Resolution authorizing the Public Works Civil Engineer Technician (CET) I at Range 4, Step 2 on the City of Newton salary schedule matrix
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-193 adopted.
34. Resolution approving salary increase for City Administrator
Moved by Roth, seconded by Holschuh to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-194 adopted.

Staff Report

35. 1st Avenue East Curb Appeal Grant Program — Craig Armstrong, Development Specialist
This proposed plan is to assist property and business owners with building improvements that will enhance the curb appeal and vitality of the 1st Ave East TIF District.

Mayor/Council Comments

36. Mayor and Council Comments

Roth recognized Christopher Braunschweig for becoming the editor of the Newton Daily News. Holschuh spoke about the Main Street awards event in which Craig Armstrong was honored for his service. Mills thanks EMS and Public Works for their service. Mayor Ervin spoke about Memorial Day, which used to be Remembrance Day. He thanked staff for how good the cemeteries look.

Closed Session

37. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2026

At 7:03 P.M., it was moved by Mills, seconded by Hallam to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

38. Return to Open Session

Council returned to open session at 7:38 P.M. with all members present.

Adjourn

Moved by Roth, seconded by Dalton to adjourn the meeting at 7:39 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. 26-09)

Summary:

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

Financial Impact:

Cost Recovery: \$2,500.00

Report Number: 2026-589**Date:**

June 1, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

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

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

Recommendation:

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

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS (SCHEDULE NO. 26-09)

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-09: 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 26-09: 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 26-09: 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 26-09: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-09 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 | Work Done | Legal | Date Abated |
|----------------------|---------------------------|------------------|--------|-----------------------------|---------------|------------|-----------------------|-------------------|---|-------------|
| AMC Real Estate LLC | 827482012 | 410 E 10th St N | Newton | \$125,620 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | BROWN'S SD LOT 27 BLK D EX E 23' | 4/24/2026 |
| Susan Daniels | 833203008 | 312 W 10th St N | Newton | \$83,930 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | EXLINE'S ADD LOT 2 OUTLOT 1 | 4/28/2026 |
| Michael Free | 834435008 | 717 E 10th St S | Newton | \$93,360 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | LINCOLN PLACE ADD LOT 8 BLK 11 | 4/27/2026 |
| Sean Guin | 834205003 | 715 N 3rd Ave E | Newton | \$49,130 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | EAST ADD W 66' LOT G SD LOT 14 | 4/27/2026 |
| MVP Homes Inc | 833206003 | 1116 1st Ave W | Newton | \$57,310 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE | 4/24/2026 |
| Jody Pickerell | 835128001 | 1601 N 4th Ave E | Newton | \$80,260 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | FAIRVIEW SD W 1/2 LOTS 1-2 BLK C | 4/24/2026 |
| Betty Snodgrass | 833104014 | 1600 1st Ave W | Newton | \$42,740 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3 | 4/24/2026 |
| Anthony Stevenson | 833206005 | 1100 1st Ave W | Newton | \$155,320 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | EXLINE'S ADD S 73' LOTS 1-2 BLK 5 | 4/24/2026 |
| Samantha Thomas | 828451009 | 1110 N 4th Ave W | Newton | \$95,660 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | LOT 3 SD SW SE | 4/28/2026 |
| 2C Industries LLC | 834206012 | 121 E 8th St N | Newton | \$83,140 | \$100.00 | \$150.00 | \$250.00 | Mow Grass/Trim We | LEE'S SD LOT B | 4/24/2026 |
| | | | | | | | TOTAL: | \$2,500.00 | | |

City of Newton Council Report

**Item:**

Resolution Approving the FY25 Audit for the City of Newton

Summary:

Resolution Approving the FY25 Audit for the City of Newton

Financial Impact:

No Financial Impact

Report Number: 2026-563**Date:**

June 1, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City's auditors Anderson, Larkin & Co. P.C. have completed the FY25 audit for the City of Newton and have posted the audit on the State of Iowa Auditor website at the following location:

<https://www.auditor.iowa.gov/reports/file/85190.pdf>

This resolution officially approves the FY25 audit.

Recommendation:

Staff recommends approval of the Resolution to approve the FY25 City of Newton audit.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING THE FY25 AUDIT FOR THE CITY
OF NEWTON**

WHEREAS, City staff has provided all necessary information to the City's auditors Anderson, Larkin and Co. P.C. to perform the FY 25 Audit; and

WHEREAS, Anderson, Larkin and Co. P.C. have finished the FY25 audit and posted the audit on the State of Iowa Auditor website; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City's audit prepared by Anderson, Larkin and Co. P.C. for FY25 is hereby approved.

PASSED this 1st day of June 2026.

APPROVED this _____ day of June 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Extending the Maturity Date of the City's Water Revenue Loan and Disbursement Agreement Anticipation Project Note

Summary:

extending planning & design SRF loan 1 year for four new Alluvial Wells

Financial Impact:

0% interest planning and design loan, utilizing State Revolving Fund (SRF) loans, to be paid back from Water Enterprise funds.

Report Number: 2026-431**Date:**

June 1, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City Council previously authorized the issuance of a Water Revenue Loan and Disbursement Agreement Anticipation Project Note in an amount not to exceed \$800,000 through the Iowa Finance Authority for the purpose of funding the planning and design of improvements and extensions to the City's Municipal Waterworks Utility System.

The original intent was to refund the Project Note prior to its scheduled maturity date of July 7, 2026, through the issuance of long-term bonds or notes. However, refunding proceeds are not yet available. As a result, the Iowa Finance Authority has agreed to extend the maturity date of the Project Note to July 7, 2027, while maintaining the existing interest rate of 0% per annum.

The proposed resolution authorizes the extension of the Project Note maturity date and further authorizes the Mayor and City Clerk to execute any documents necessary to complete the extension agreement with the Iowa Finance Authority. The resolution also reserves the City's right to prepay the Project Note, in whole or in part, prior to maturity.

Recommendation:

Approve the resolution extending the maturity date of the Water Revenue Loan and Disbursement Agreement Anticipation Project Note with the Iowa Finance Authority from July 7, 2026, to July 7, 2027, at an interest rate of 0% per annum, and authorize the Mayor and City Clerk to execute the necessary documents associated with the extension.

Matt Muckler, City Administrator

May 27, 2026

VIA EMAIL

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: SRF Planning and Design Loan
Our File No. 504612-56

Dear Matt:

We have prepared and attach the necessary proceedings to enable the City Council to extend the maturity date of the City's SRF Planning and Design Loan from July 7, 2026, to July 7, 2027.

The proceedings attached include the following items:

1. Resolution extending the maturity date of the SRF Planning and Design Loan.
2. Amendment to IFA Interim Loan and Disbursement Agreement. Please have the Amendment executed as indicated by the City Clerk and the Mayor.

Please return the Amendment and one fully executed resolution to our office for our records, and retain one copy for the City's records. We will have the Amendment signed by the Iowa Finance Authority and will provide you with a fully executed copy for the City's records.

If you have any questions, please contact Emily Hammond, Erin Regan, Nisha Dholakia or me.

Best regards,

John P. Danos

Attachments

cc: Tony Toigo
Lee Wagner
Yolanda Attaway
Candace Streeter
Jody Rhone
Steve Van Dyke
Michael Maloney

INTERIM LOAN AND DISBURSEMENT
AGREEMENT MATURITY EXTENSION

Newton, Iowa

504612-56

June 1, 2026

The City Council of the City of Newton, Iowa, met on June 1, 2026, , at _____ o'clock
____.m., at the _____, in the City. The Mayor presided and the roll being called,
there were present and absent the following named Council Members:

Present: _____

Absent: _____.

The City Council took up and considered the extension of the maturity date of its
outstanding Water Revenue Loan and Disbursement Agreement Anticipation Project Note. After
due consideration and discussion, Council Member _____ introduced the resolution
next hereinafter set out and moved its adoption. The motion was seconded by Council Member
_____, and passed with record vote as follows:

Ayes: _____

Nays: _____.

Thereupon, the resolution was declared adopted, as follows:

RESOLUTION NO. _____

Resolution Extending the Maturity Date of the City’s Water Revenue Loan and Disbursement Agreement Anticipation Project Note

WHEREAS, the City Council of the City of Newton, Iowa (the “City”), has previously authorized the issuance of its Water Revenue Loan and Disbursement Agreement Anticipation Project Note in a principal amount not to exceed \$800,000 (the “Project Note”) to the Iowa Finance Authority, as lender (the “Lender”), for the purpose of paying the cost, to that extent, of planning and designing improvements and extensions to the Municipal Waterworks Utility System of the City; and

WHEREAS, the City intended to refund the Project Note by its scheduled maturity date on July 7, 2026, through the issuance of bonds or notes, but refunding proceeds were not yet available to the City; and

WHEREAS, the Lender has agreed to extend the maturity date of the Project Note to July 7, 2027, on the terms hereinafter set out;

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

Section 1. The maturity date of the Project Note is hereby extended to July 7, 2027, and the Project Note shall continue to bear interest at the rate of 0% per annum from the date hereof to its maturity.

Section 2. The City Council hereby reserves the right to prepay principal of the Project Note in whole or in part at any time prior to the maturity thereof with accrued interest to the date of such payment.

Section 3. The Mayor and City Clerk are hereby authorized and directed to enter into whatever legal documents are required by the Lender to effectuate the provisions of this resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved June 1, 2026.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that I have in my possession or have access to the complete records of the City Council; that I have carefully compared the transcript hereto attached with the aforesaid records; and that said transcript hereto attached is a true, correct and complete copy of all the records relating to the extension of the maturity date of the City's Water Revenue Loan and Disbursement Agreement Anticipation Project Note, as shown therein.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

AMENDMENT TO
IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT
(WATER REVENUE)

This Amendment (the “Amendment”) to IFA Interim Loan and Disbursement Agreement is made and entered into as of June 1, 2026, by and between the City of Newton, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Lender”), and amends that certain IFA Interim Loan and Disbursement Agreement dated July 7, 2023, by and between the Lender and the Participant (the “Original Agreement”).

WHEREAS, the Lender, in cooperation with the Iowa Department of Natural Resources, is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program and the Drinking Water Facilities Financing Program established in Iowa Code Sections 455B.291 through 455B.299; and

WHEREAS, the Participant has requested, and the Lender has agreed, to extend the Maturity Date set forth in the Original Agreement; and

WHEREAS, the City Council of the Participant has approved the extension of the Maturity Date by resolution on June 1, 2026;

NOW, THEREFORE, the parties agree as follows:

Section 1. Notwithstanding anything to the contrary therein, the Maturity Date of the Original Agreement shall be July 7, 2027.

Section 2. Except as otherwise provided in this Amendment, the provisions of the Original Agreement, as heretofore amended, are hereby ratified, approved and confirmed and incorporated herein.

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

City of Newton Council Report

**Item:**

Resolution Approving an Agreement with the Newton YMCA for Fiscal Year 2027

Summary:

Annual Agreement with YMCA

Financial Impact:

\$18,000 as approved by the FY27 adopted budget

Report Number: 2026-555**Date:**

June 1, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has adopted *Envision Newton 2042* as the comprehensive plan for the community. *Envision Newton 2042* identifies community health and quality of life as desired outcomes for the community. The services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan.

An agreement has been prepared that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton. The Newton YMCA has signed said agreement which provides \$18,000 in funding to the YMCA in FY-2027, in accordance with the FY27 adopted budget.

Recommendation:

Staff recommends approval of agreement.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING AN AGREEMENT WITH THE NEWTON YMCA
FOR FISCAL YEAR 2027**

WHEREAS, the City of Newton has adopted *Envision Newton 2042* as the comprehensive plan for the community; and

WHEREAS, *Envision Newton 2042* identifies community health and quality of life as desired outcomes for the community; and

WHEREAS, the services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, *Envision 2042*; and

WHEREAS, an agreement has been prepared that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton; and

WHEREAS, the Newton YMCA has signed said agreement which provides \$18,000 in funding to the YMCA in FY-2027; and

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached agreement for services with the Newton YMCA for Fiscal Year 2027 is hereby approved, with said funding paid from local option sales tax in accordance with the recently-approved FY-27 budget.

PASSED this ____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON, IOWA and NEWTON YMCA AGREEMENT – FY-2026-2027

This AGREEMENT entered into this ____ day of May, 2026, by and between City of Newton ("City"), an Iowa municipality located at 101 W 4TH St S, Newton, Iowa and the Newton YMCA, an Iowa not-for-profit corporation ("YMCA") located at 1701 S 8th Ave E, Newton, Iowa.

WHEREAS:

- A. The City and YMCA both address critical community needs by offering programs and services for all ages, abilities and income;
- B. The City and YMCA both strive to provide an inclusive and positive programming experience in youth sports; swimming; and health, wellness and other recreational programs;
- C. The City and YMCA believe that collaboration between the two organizations reduces duplication of services while creating a more efficient and effective way of developing youth, strengthening families, and promoting social connections in the community by leveraging each organization's strength;
- D. The YMCA owns the real property located at 1701 S 8th Ave E, Newton, Iowa;
- E. The City owns numerous parks and recreation sites, fields, and facilities throughout Newton (the "City Parks");
- F. The City believes that their support of the YMCA benefits the greater Newton area, and that a successful YMCA is a benefit for the public;
- G. The City intends to support the YMCA and its programs, all while working to supplement, but not compete with, the YMCA's offerings to the community.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are fully incorporated into the provisions of this Agreement.
2. **Acknowledgement.** The Parties acknowledge that the provisions of this Agreement are mutually beneficial and constitute necessary, good, and valuable consideration supporting the Parties' desires to support and grow each other's programs and offerings.
3. **Annual City Financial Contribution.** The City, upon approval of this agreement by the City Council, hereby allocate to the YMCA financial support in two installments: The first

payment of \$9,000 to occur on or about July 15, 2026; and a second payment of \$9,000 to occur on or about January 15, 2027.

4. **Sharing and Coordination of Efforts and Facilities.** The following items shall be included as part of this Agreement:

- a. **City Facility Rental.** The City shall allow the YMCA to reserve and utilize City-owned park facilities and fields for YMCA leagues, events, or activities, excluding Maytag Pool and Westwood Golf Course, at no cost to the YMCA. Field prep, field painting fees, and the like are not waived. Requests to schedule these facilities shall be in writing to the Community Development Director's address below, and shall be received by the City no later than December 1st of each year. The City reserves the right to deny reservation requests based on the City's needs or event schedule, or other normally reoccurring community events planned for certain City locations or facilities. The YMCA shall staff and run all of their events at City facilities utilizing YMCA employees. All post-event clean-up work shall be the responsibility of the YMCA. Participants in these YMCA activities shall sign a waiver holding the City of Newton harmless from any claims resulting in injury, death, or other loss sustained while participating in a YMCA led event on City property.
- b. **Free Community Events.** The City and YMCA staff shall work to partner on up to two small events in the City park system annually, with each event open to the general public at no cost. Staffing and cost of these events shall be equally split between both parties. Both parties shall agree to each event's staffing, date, cost, etc.
- c. **Promotion of Events.** Both parties shall make an equal effort to cross-promote each other's events on social media and websites.
- d. **Swimming Pools.** With both parties owning and operating swimming pools, the cooperation of both parties to coordinate efforts in some manner is desired. Although no formal requirements are included in this Agreement, both parties shall commit to continued discussions and cooperation related to future pool items such as:
 - 1) Joint training sessions for lifeguard staff.
 - 2) Scheduling coordination of lifeguards by each party to support the staffing needs of the other's facility. (Lifeguards will be employed separately by each party).
 - 3) Recruitment of new lifeguards for both facilities.
 - 4) Shared indoor and outdoor programming, such as water aerobics classes or similar, in both pools.

5. **Term.** The term of this Agreement shall be for 12 months commencing on July 1, 2026 and continuing through June 30, 2027. The annual renewal period will open 90 days prior to the term expiration each year.

6. **Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach or violation.

7. **Notices.** Any notices required or permitted by this Agreement to be sent to the City shall be sufficient if transmitted by personal delivery or US mail, addressed to the City as follows:

City of Newton

Attn: Community Development Director
303 W 4th St N – Suite 501
Newton, IA 50208

with copy to:

City of Newton
Attn: City Administrator
101 W 4th St S
Newton, IA 50208

Any notices required or permitted by this Agreement to be sent to YMCA shall be sufficient if transmitted by personal delivery or US mail, addressed to the YMCA as follows:

Newton YMCA
Attn: Chief Executive Officer
1701 S 8th Ave E
Newton, Iowa 50208

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all of which, taken together, shall constitute one and the same instrument as if all parties hereto had executed the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart. A pdf or facsimile copy of any such counterpart shall be considered an original.
9. **No Waiver of Rights.** YMCA acknowledges that the City of Newton, by entering into this Agreement, does not waive any rights it may have as an Iowa municipality including, but not limited to, its full police power, its authority as the governing body of the citizens of the City of Newton, and its constitutional and statutory rights to sovereign immunity from suits to the full extent of the law.
10. **No Third-Party Beneficiaries.** The City and the YMCA hereby acknowledge that the provisions of this Agreement are intended to benefit only the entities executing this Agreement and that there is no intent to create or benefit any parties not signatory to this Agreement.
11. **Dispute Resolution.** The Parties acknowledge that the mutual commitments contained in this Agreement are intended to establish and grow a long-term working relationship between the City and the YMCA, which will require each party to act in good faith and fair dealing in order to accomplish the objectives of the Agreements and to render a high quality of public service to the citizens of Newton and the patrons of the YMCA. The parties further acknowledge that the Agreements will require cooperation between the parties, their employees, and volunteers, and that in the process of drafting this Agreement it is not possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:
 - a. Each party shall inform the other at the earliest practicable time that a problem has arisen that requires action on the part of the other party. Said

- communication may be initiated either in writing or by email, and shall be through the City's Community Development Director and the YMCA's CEO.
- b. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of an Agreement, the parties will arrange for authorized staff representatives to meet and confer as soon as possible, but no later than five (5) business days following said notification.
 - c. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
 - d. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Community Development Director or the YMCA 's CEO to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

CITY OF NEWTON:

By _____
Randy Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

NEWTON YMCA:

GEORGE SORENSEN
(Name, Printed)

By 
Signature

Chief Executive Officer

1701 S 8th Ave E
Street Address

Newton, IA 50208
City, State, Zip Code

Telephone

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a front-end loader snow plow blade for the Public Works Department

Summary:

Approval to purchase a snow plow blade for an existing front-end loader

Financial Impact:

\$22,325.00 from available Road Use Tax funds

Report Number: 2026-574**Date:**

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works staff continuously look at procedures and equipment that can maintain or increase the level of service provided to its citizens. For snow removal, staff has determined that a 12-foot reversible snow plow that could be mounted on an existing front-end loader would help meet that goal.

The front-end loader equipped with the snow plow will be used primarily for cleaning parking lots, downtown alleys, and the downtown snow removal district. This type of equipment setup provides for better peeling of compacted snow and ice, and can be maneuvered more easily in tighter locations.

\$30,000 was included in the FY27 budget for the purchase of a snow plow, and a Request for Quotes was sent to two dealers. The following bid was received:

| Chassis Dealer | Model | Bid Price |
|-------------------------------|-------------------|-------------|
| Murphy Tractor, Altoona, Iowa | Brandt, 1023300-B | \$22,325.00 |

The front-end loader reversible snow plow will be paid for utilizing funds from the City Road Use Tax Fund.

Recommendation:

City staff recommends approval of the resolution to purchase a front-end loader reversible snow plow from Murphy Tractor and Equipment Inc., of Altoona, Iowa, for \$22,325.00.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF A FRONT-END
LOADER SNOW PLOW BLADE FOR THE
PUBLIC WORKS DEPARTMENT**

WHEREAS, Public Works staff continuously look at procedures and equipment that can maintain or increase the level of service provided to its citizens; and

WHEREAS, staff has determined that a 12-foot reversible snow plow that could be mounted on an existing front-end loader would help meet that goal; and

WHEREAS, \$30,000 was included in the FY27 budget for the purchase of a snow plow, and a Request for Quotes was sent to two dealers; and

WHEREAS, Murphy Tractor and Equipment Inc., of Altoona, Iowa, was the lowest, responsive bidder for the reversible snow plow for a front-end loader, submitting a bid of \$22,325.00.

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 reversible snow plow for a front-end loader from Murphy Tractor and Equipment Inc., of Altoona, Iowa, in the amount of \$22,325.00. The purchase will be paid utilizing funds from the City Road Use Tax Fund.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the purchase of three multi-stage pumps and two motors for the Newton Sanitary Landfill

Summary:

Approve the purchase of three pumps and two motors for leachate control for the Newton Sanitary Landfill.

Financial Impact:

\$13,012.00 from the Newton Sanitary Landfill Enterprise Fund

Report Number: 2026-575**Date:**

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Newton Sanitary Landfill operates and maintains a number of pump stations for the collection and pumping of leachate from the existing cells to the water pollution control plant. Pumps and motors were recently replaced in Pump Station #1. To maintain pumps in inventory, the pumps and motors need to be replaced.

Due to special specifications for the pump station, staff sought and obtained a quote from Mid-West Pump Works (Formerly Iowa Pump Works) of Ankeny, IA, for \$13,012.00. This purchase will be paid for using Newton Sanitary Landfill Enterprise Funds.

Recommendation:

Approve the purchase of three Grundfos 2 HP Multi-Stage Pumps and two Grundfos 2 HP motors from Mid-West Pump Works of Ankeny, Iowa, for \$13,012.00.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING THE PURCHASE OF THREE MULTI-STAGE PUMPS
AND TWO MOTORS FOR THE NEWTON SANITARY LANDFILL**

WHEREAS, the Newton Sanitary Landfill operates and maintains a number of pump stations for the collection and pumping of leachate from the existing cells to the water pollution control plant; and

WHEREAS, pumps and motors were recently replaced in Pump Station #1; and

WHEREAS, to maintain pumps in inventory, the pumps need to be replaced; and

WHEREAS, due to special specifications for the pump station, staff sought and obtained a quote; and

WHEREAS, based on the quote received, staff recommends approving the purchase of \$13,012.00 from Mid-West Pump Works of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the purchase from Mid -West Pump Works of Ankeny, Iowa, in the amount of Thirteen Thousand, Twelve Dollars and Zero Cents (\$13,012.00) be approved and the cost of which will be paid using Newton Sanitary Landfill Enterprise Funds.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding a contract for the Landfill Lower Shop Insulation Project

Summary:

Awarding a contract for the installation of insulation in the walls and ceiling in the lower shop at the Newton Sanitary Landfill.

Financial Impact:

\$24,999.21 from the Landfill Enterprise Funds.

Report Number: 2026-576**Date:**

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Newton Sanitary Landfill stores and maintains its equipment in a storage building on the east side of the landfill. This building has undergone several improvements over the past 10 years, including paving the existing floor and the construction of additional storage to keep supplies off the ground. Staff has proposed to heat and insulate the building as the next step in modernizing this building. Heating and insulating the building would keep equipment at an above-freezing temperature all year round when not in use. This will help in preventing maintenance issues and extending the life of these essential pieces of equipment.

The Lower Shop Insulation Project was proposed to the 28E members during the annual budget workshop on February 10, 2026, where it received full support. The project was formally approved through the 2026–2027 budget process on April 21, 2025.

Quotes were obtained for the installation of insulation in the walls and ceiling in the lower shop. The following bids were received:

| Company | Bid Amount |
|---|-------------|
| St. Joseph's Construction and Repair LLC., Newton, Iowa | \$24,999.21 |
| A-1 Coatings and Roofing, Garwin, Iowa | \$27,750.00 |

Recommendation:

Staff recommends approval of the low responsive, responsible bid from St. Joseph's Construction and Repair LLC. of Newton, Iowa, in the amount of \$24,999.21.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION AWARDING A CONTRACT FOR THE LANDFILL LOWER SHOP INSULATION PROJECT

WHEREAS, the Newton Sanitary Landfill stores and maintains its equipment in a storage building on the east side of the landfill; and

WHEREAS, Staff has proposed to heat and insulate the building as the next step in modernizing this building; and

WHEREAS, the Landfill Lower Shop Insulation Project was included in the Landfill Enterprise Fund Budget; and

WHEREAS, the City of Newton obtained sealed quotes for insulation in the sidewalls and ceiling and:

WHEREAS, St. Joseph's Construction and Repair LLC., of Newton, IA, was the lowest responsive, responsible bidder in the amount of \$24,999.21 and;

WHEREAS, the project is recommended to be awarded to St. Joseph's Construction and Repair LLC., of Newton, Iowa, as the lowest responsible bidder, in the amount of \$24,999.21.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of St. Joseph's Construction and Repair LLC., of Newton, IA, in the amount of Twenty-Four thousand nine hundred and ninety-nine dollars and twenty-one cents (\$24,999.21) for installation of insulation in the walls and ceiling in the lower shop, be accepted. The Public Works Director is authorized to proceed with the Landfill Lower Shop Insulation Project and will be paid from the Newton Sanitary Landfill Enterprise Fund.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution approving change order #1 and accepting completion of the Aurora Park parking improvement Project

Summary:

Approving CO #1 and Accept completion of the Aurora Park Parking Improvements Project

Financial Impact:

Council previously approved a contract for \$29,967.00 on March 16th, 2026; this action would approve change order #1 in the amount of \$7,849.00, accept the project, and authorize payment of the retainage amount of \$1,142.28.

Report Number: 2026-577

Date:

June 1, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

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

Change Order #1 has been drafted to approve actual measured quantities and to approve additional work completed during the project. The change was necessitated due to unknown conditions prior to the start of the project. Additional work includes 132 LF of curb and gutter to replace missing curb and gutter along the west side of E 21st St S, and 6' x 280' of asphalt needed in the parking lot adjacent to the new curb and gutter.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work and one change order, is \$38,076.00.

Recommendation:

Approve change order #1, accept the completion of the Aurora Park Parking Improvements Project, approve the final contract price of \$38,076.00, and authorize the retainage amount of \$1,142.28 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING COMPLETION OF THE AURORA PARK PARKING IMPROVEMENT PROJECT

WHEREAS, the Aurora Park parking improvement was a public improvement initiative designed to enhance the infrastructure within the City of Newton; and

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

WHEREAS, on March 16, 2026, Jerry Keenan Concrete was awarded the Aurora Park Parking Improvement project in the amount of \$29,967.00; and

WHEREAS, change order #1 has been drafted to approve actual measured quantities and to approve additional work completed during the project. Additional work includes 132 LF of curb and gutter to replace missing curb and gutter along the west side of E 21st St S, and 6' x 280' of asphalt needed in the parking lot adjacent to the new curb and gutter; and

WHEREAS, Jerry Keenan Concrete has completed the work, and the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby approves change order #1, accepts completion of the project, approves the final contract amount of \$38,076.00, and authorizes the Community Development Director to execute payment of the retainer in the amount of \$1,142.28 to Jerry Keenan Concrete using General Funds set aside at goal setting for the Tennis Court Parking Project, no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

| | | |
|--|--|--------------------------|
| City of Newton 303 W 4th St N, Suite 501 Newton Iowa, 50208 |  | Change Order No.1 |
|--|--|--------------------------|

| | | | |
|----------------|-----------------------|----------------|---|
| Owner: | City of Newton | Project Title: | Aurora Park Parking Improvement Project |
| Contractor: | Jerry Keenan Concrete | | |
| Contract Date: | 3/11/2026 | Date Prepared: | 3/11/2026 |
| Prepared By: | BLS | Reviewed By: | EC |

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

| Nature of Change | Units | Unit Price | Price Change | Time Change |
|--------------------------------------|-------|-----------------------------|--------------------|---------------------|
| Add: PCC curb and Gutter . Per LF | 132 | \$ 30.00 | \$ 3,960.00 | No additional time. |
| Add: PCC sidewalk 4". Per SY | 8 | \$ 54.00 | \$ 432.00 | No additional time. |
| Add: Curb and gutter removal Per LF | 132 | \$ 12.00 | \$ 1,584.00 | No additional time. |
| Add: 6' x 280' HMA removal along C&G | 1 | \$ 2,700.00 | \$ 2,700.00 | No additional time. |
| Remove: PCC sidewalk 6" Per SY | 9 | \$ (63.00) | \$ (567.00) | No additional time. |
| Total Change in Cost | | Total Change in Cost | \$ 8,109.00 | |

| | |
|---|-------------|
| Contract Price Prior to this Change Order | \$29,967.00 |
| Net Increase Resulting from this Change Order | \$8,109.00 |
| Current Contract Price Including this Change Order | \$38,076.00 |
| Contract Time Prior to this Change Order (completion date) | July 1,2026 |
| Net Increase Resulting from this Change Order (completion date) | 0 |
| Current Contract Time Including this Change Order (new completion date) | July 1,2026 |

Date: 5-22-26

The above changes are approved:

City of Newton, IA
By:

Evin Chambers

Date: 5/22/26

The above changes are approved:

Contractor
Jerry Keenan Concrete
By:

Jerry Keenan

City of Newton Council Report



Item:

Resolution amending resolution 2026-145 accepting completion of the Scale house Electrical Generator Installation Project

Summary:

Amend the retainage amount from \$958.50 to \$985.50 to reflect the actual owed retainage

Financial Impact:

Council previously approved a contract for \$32,850.00 on October 17, 2025, and a resolution accepting completion of the project and authorizing payment of the retainage amount of \$958.50, this action revises the retainage amount to the correct amount of \$985.50.

Report Number: 2026-578

Date:

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Newton Sanitary has relied on an outdated Y2K-era tractor-mounted generator system, purchased in late 1999, to provide emergency backup power. The tractor originally paired with this system has since been sold, and adapting a replacement tractor has proven to be both cumbersome and inefficient.

To address this need, the Scale House Electrical Generator Installation Project was proposed to the 28E members during the annual budget workshop on February 11, 2025, where it received full support. The project was formally approved through the 2025–2026 budget process April 21, 2025.

City Council passed a resolution on October 17, 2025, awarding a contract to Van Maanen Electric Inc. of Newton, IA, in the amount of \$32,850.00.

City Council passed a second resolution on April 20, 2026, accepting completion of the project and approving the release of retainage in the amount of \$958.50. The correct retainage amount is \$985.50. This action will approve the revised retainage amount.

The project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$32,850.00.

Recommendation:

Amending the resolution 2026-145 accepting the completion of the Scale house Electrical Generator Installation Project and authorizing the corrected retainage amount of \$985.50 to be paid to the contractor.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION AMENDING RESO 2026-145, ACCEPTING COMPLETION OF THE
SCALE HOUSE ELECTRICAL GENERATOR INSTALLATION PROJECT**

WHEREAS, the Newton Sanitary had relied on an outdated Y2K-era tractor-mounted generator system, purchased in late 1999, to provide emergency backup power. The tractor originally paired with this system has since been sold, and adapting a replacement tractor has proven to be both cumbersome and inefficient; and

WHEREAS, to address this need, the Scale House Electrical Generator Installation Project was proposed to the 28E members during the annual budget workshop on February 11, 2025, where it received full support. The project was formally approved through the 2025–2026 budget process on April 21, 2025; and

WHEREAS, City Council passed a resolution on April 20, 2026, approving the acceptance of the contract; and

WHEREAS this resolution will amend the retainage amount from 958.50 to \$985.50 to reflect the correct amount of retainage owed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the amendment of Reso 2026-145, completion of the project, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$985.50,

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution approving change order #3 for Westwood Golf Course Bridge Replacement and Repairs Project

Summary:

Approving change order #3 to Caliber Concrete for the Westwood Golf Course Bridge Replacement and Repairs Project.

Report Number: 2026-586

Date:

June 1, 2026

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$516,458.00 on November 3, 2025, and CO#1 and CO#2 were approved on April 4, 2026, in the amount of \$30,600.00. This action would approve a change order for an additional \$9,710.00 to be paid from golf funds with future reimbursement anticipated from FEMA. The total Contract Price with the Change order will be \$556,768.00

Background:

On November 3, 2025, Caliber Concrete was awarded the Westwood Golf Course Bridge Replacement and Repairs Project. The request from Golf course staff to the contractor was to remove the Hydraulic seeding type 5, urban temporary erosion control, and replace it with Hydraulic seeding type 1, permanent lawn mixture.

Caliber Concrete has submitted a change order to remove item #13 and add item 8010. The proposal has been reviewed by Bolton and Menk and Community Development staff. After reviewing the proposed changes, Caliber Concrete has proposed a net increase to the project of \$9,710.00. The additional costs will be paid from golf funds, with future reimbursement anticipated from FEMA.

Recommendation:

Approving change order #3 from Caliber Concrete in the amount of \$9,710.00 and increase the contract amount to \$556,768.00

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION APPROVING CHANGE ORDER #3 FOR
WESTWOOD GOLF COURSE BRIDGE REPLACEMENT AND
REPAIRS PROJECT**

WHEREAS, On November 3, 2025, Caliber Concrete was awarded the Westwood Golf Course Bridge Replacement and Repairs Project; and

WHEREAS, a request to the contractor from Golf course staff was to remove the Hydraulic seeding type 5, urban temporary erosion control and replaced with hydraulic seeding type 1-permanent lawn mixture; and

WHEREAS, Caliber Concrete has submitted a change order with the removal of item #13 and added item 8010., Caliber Concrete has proposed a net increase to the project of \$9,710.00and

WHEREAS, the additional costs will be paid from golf funds with future reimbursement anticipated from FEMA.; and

NOW, THEREFORE, BE IT RESOLVED, that change order #3 to Caliber Concrete in the amount of nine thousand, seven hundred and ten dollars and zero cents (\$9,710.00), with a total contract price of \$556,768.00 for the Westwood Golf Course Bridge Replacement and Repairs Project, is hereby approved and will be funded from golf funds with future reimbursement anticipated from FEMA;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #3 executed by Caliber Concrete of Adair, IA for the Westwood Golf Course Bridge Replacement and Repairs Project, be signed by the mayor on behalf of the city.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton

Change Order Details

Newton - Westwood Golf Course Bridge Replacement and Repairs

Description Replacement of pedestrian bridge at Westwood Golf Course hole #16. Bank stability repairs and addition of rip rap on hole #11.

Prime Contractor CALIBER CONCRETE, LLC

Change Order 3

Status Pending

Date Created 05/07/2026

Type Non-Significant - Non-Participating

Summary Delete Hydraulic Seeding - Type 5 Urban Temp Erosion Control, Add Hydraulic Seeding - Type 1 Permanent Lawn Mixture

Change Order Description Remove Item 13 by decreasing quantity to zero.

Add Item 8010 for Hydraulic Seeding Type 1 - Permanent Lawn Mixture

Awarded Project Amount \$516,458.00

Authorized Project Amount \$547,058.00

Change Order Amount \$9,710.00

Revised Project Amount \$556,768.00

B - Reason for Change

At the request of the City Golf Course Superintendent, Hydraulic Seeding Type 5, Urban Temporary Erosion Control will be deleted and Hydraulic Seeding Type 1 - Permanent Lawn Mixture will be added.

Change Order Details:

Newton - Westwood Golf Course Bridge Replacement and Repairs

C - Settlement for cost(s) of change as follows with items addressed in sections F and/ or G

Item 13 - Hydraulic Seeding Type 5, Urban Temporary Erosion Control will be deleted (2 Acres @ \$4000/Acre) = -\$8,000.00

Item 8010 - Hydraulic Seeding Type 1 - Permanent Lawn Mixture (2 Acres @ \$8,855.00/Acre) = \$17,710.00

D - Justification for cost(s) (See I.M. 6.000 Attachment D, Chapter 2.36, for acceptable justification)

Item 8010: Price accepted by the City of Newton.

E - Contract time adjustment:

Item 8010: No extension of contract time is needed.

Increases/Decreases

| Section | Description | Quantity | Amount | Quantity | Amount | Quantity | Amount |
|---|-------------|----------|------------|----------|-------------|----------|--------|
| 0013 | 9010-B AC | 2.000 | \$8,000.00 | -2.000 | -\$8,000.00 | 0.000 | \$0.00 |
| HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 5 - URBAN TEMPORARY EROSION CONTROL | | | | | | | |

Reason: At the request of the City Golf Course Superintendent, Hydraulic Seeding Type 5, Urban Temporary Erosion Control will be deleted and Hydraulic Seeding Type 1 - Permanent Lawn Mixture will be added.

| | | | | |
|--------|--------|------------|-------------|--------|
| 1 item | Totals | \$8,000.00 | -\$8,000.00 | \$0.00 |
|--------|--------|------------|-------------|--------|

Change Order Details:

Newton - Westwood Golf Course Bridge Replacement and Repairs

New Items

| Item Number | Item Description | Unit | Quantity | Unit Price | Extension |
|---------------------------------|------------------|------|----------|-------------|-------------|
| Section: 1 - Description | | | | | |
| 8010 | 2599-9999001 | ACRE | 2.000 | \$8,855.000 | \$17,710.00 |

(ACRES ITEM): Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 - Permanent Lawn Mixture

Reason: At the request of the City Golf Course Superintendent, Hydraulic Seeding Type 5, Urban Temporary Erosion Control will be deleted and Hydraulic Seeding Type 1 - Permanent Lawn Mixture will be added.

1 item Total: \$17,710.00

Attachments

| Document | Name | Description | Submission Date |
|----------|--|--|-------------------------|
| | Caliber_Concrete_Grass_seed_change_order.pdf | Caliber Concrete_Grass seed change order.pdf | 05/08/2026 12:46 PM EDT |

1 attachment

AGREED BY CONTRACTOR:

By:  Date: 5/8/26

RECOMMENDED BY ENGINEER:

By: August Masten Date: 05-08-2026

APPROVED BY NEWTON CITY COUNCIL:

By: _____ Date: _____

MAYOR

Change Order Details:

Newton - Westwood Golf Course Bridge Replacement and Repairs

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a 24' Tilt Deck Trailer for the Public Works Department

Summary:

The purchase of a new 24' tilt deck trailer for public works equipment

Financial Impact:

\$12,500.00 from Road Use Tax Funds

Report Number: 2026-588**Date:**

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works Operations recent equipment purchases, including a skid steer and mini-excavator, have necessitated an additional trailer to transport the equipment to job sites. A new 24' tilt deck trailer was included in the capital equipment plan for FY27.

Utilizing state bid, City staff requested quotes meeting our specifications.

Two quotes for a 24' tilt deck trailer were obtained:

| <u>Equipment Dealer</u> | <u>Model</u> | <u>Bid Price</u> |
|---|----------------|------------------|
| Thomas Trailers and Equipment, Des Moines, Iowa | Midsota, TB-24 | \$12,500.00 |
| Mow Pow'r, Newton, Iowa | Maxx D, 14K HD | \$13,500.00 |

The lowest responsive, responsible quote was provided by Thomas Trailers and Equipment of Des Moines, IA.

Recommendation:

Approval of the resolution authorizing the Public Works Director to purchase a 24' tilt deck trailer from Thomas Trailers and Equipment of Des Moines, Iowa, for \$12,500.00. The purchase of the tilt deck trailer will be paid for using Road Use Tax Funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

RESOLUTION AUTHORIZING THE PURCHASE OF A TILT DECK TRAILER FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, a new 24' tilt deck trailer was included in the capital equipment plan for FY27; and

WHEREAS, city staff utilized state bid pricing for a new 24' tilt deck trailer; and

WHEREAS, based on the desired specifications, the state bid price was from Thomas Trailers and Equipment of Des Moines, Iowa, in the amount of \$12,500.00 for a Midsota TB-24 tilt deck skid loader trailer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase a new 24' tilt deck trailer from Thomas Trailers and Equipment of Des Moines, Iowa, in the amount of \$12,500.00. The 24' tilt deck trailer will be paid for using Road Use Tax funds.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of _____, 2026.

(SEAL)

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

2026 Midsota TB



©2026 Thomas Trailers and Equipment



Thomas Trailers and Equipment
 5636 NE 14th Street
 Des Moines, Iowa 50313
 515-265-6056
<http://thomasamerican.com>

Scan for more info!



Specifications

| | |
|------------------|---------------------------------------|
| Stock # | TB24 8K GRAY - CONTACT FOR CASH PRICE |
| Year | 2026 |
| Manuf | Midsota Manufacturing |
| Brand | Midsota |
| Model | TB |
| Trailer Type | Tilt Deck (Heavy Duty) |
| Condition | New |
| Length | 24' 0" |
| Exterior | GRAY |
| GVWR | 17,600 |
| Dry Weight | 4,000 |
| Payload Capacity | 13,600 |
| Num Axles | 2 |
| Hitch Type | Bumper Pull |
| Width | 6' 11" |
| Construction | Steel |
| Floor Type | Wood |
| Enclosure Type | Open |
| Warranty | 5 Year |

Description

Midsota TB-24 Tilt Bed Skid Loader Trailer - The best tilt, built!!!
 83" X 16' Tilt + 8' Stationary Deck
 Hydraulic Dampener with Cutoff Valve
 2 - 8K Axles w/ brakes on all 4 wheels
 17.5" 16 PLY TIRES
 LED Lights
 12K Jack
 Pallet Fork Holders
 Spare Tire Mount
 Stake Pocket and Rubrail
 A Frame Tool Box for all your chains and binders
 PPG Industrial Grade Paint Finish
 Industry Leading 5 Year Warranty

**CUSTOMER TO PAY TAX,
 TITLE & LICENSE FEES
 AT LOCAL MOTOR
 VEHICLE OFFICE**

Price

\$13,095.00

IA DAS
 Bid Price
 to City of
 Newton

\$12,500

City of Newton Council Report

**Item:**

Resolution Setting a Date for a Public Hearing on the FY27-FY31 Capital Improvement Plan (CIP)

Summary:

Setting the date for a Public Hearing on the FY27-FY30 Capital Improvement Plan (CIP)

Financial Impact:

None

Report Number: 2026-587**Date:**

June 1, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

Using City Council's recently approved goals, the City's most-recent revision of the Comprehensive Plan, and department director input on project and equipment needs, the FY27 through FY31 Capital Improvement Plan (CIP) has been prepared for City Council's approval. The CIP is a 5-year plan detailing funding sources and expenditures for proposed project construction and equipment purchases throughout all City departments.

The proposed project and equipment purchases included in the first year (FY27) of the CIP align with the proposed FY27 budget. Years two through five of the CIP will be modified as-needed in subsequent budget years. All projects and equipment in this 5-year plan are always subject to revision at any time based on City Council's direction.

The draft FY27 through FY31 Capital Improvement Plan (CIP) was presented to the City Council in December 2025; and the proposed City of Newton FY27-FY31 Capital Improvement Plan (CIP) has been finalized and is now ready for council consideration.

Recommendation:

Staff recommends approval of the Resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION SETTING A DATE FOR A PUBLIC HEARING
ON THE FY27-FY31 CAPITAL IMPROVEMENT PLAN (CIP)**

WHEREAS, using City Council's recently approved goals, the City's most-recent revision of the Comprehensive Plan, and department director input on project and equipment needs; staff has prepared the FY27 through FY31 Capital Improvement Plan (CIP); and

WHEREAS, the CIP is a 5-year plan detailing funding sources and expenditures for proposed project construction and equipment purchases throughout all City departments; and

WHEREAS, the draft FY27 through FY31 Capital Improvement Plan (CIP) was presented to the City Council in December 2025; and

WHEREAS, the proposed City of Newton FY27 through FY31 Capital Improvement Plan (CIP) has been finalized and is ready for council consideration.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that the FY27 through FY31 Capital Improvement Plan (CIP) as prepared by the Finance Department of the City of Newton, Iowa, and the Notice of Public Hearing for said FY27 through FY31 Capital Improvement Plan (CIP), are hereby ordered placed on file in the office of the City Clerk for public inspection; and

That the Council hold a public hearing on the matter of the FY27 through FY31 Capital Improvement Plan (CIP), which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 15th day of June 2026, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this 1st day June, 2026.

APPROVED this ____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis,
City Clerk

City of Newton Council Report

**Item:**

Resolution Approving an Agreement with JP Party Rentals LLC for Fourth of July Celebration 2026

Summary:

Inflatables for Fourth of July Agreement

Financial Impact:

\$1,599.38 park funds set aside for 4th of July

Report Number: 2026-593**Date:**

June 1, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

JP Party Rentals is providing a bounce house and a wacky slide for the 4th of July celebration. The attached agreement provides the terms and conditions of the rental.

Recommendation:

Staff recommends approval

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING AN AGREEMENT WITH JP PARTY RENTALS
FOR FISCAL YEAR 2027**

WHEREAS, the City of Newton hosts a Fourth of July Celebration annually; and

WHEREAS, JP Party Rentals LLC has agreed to provide inflatable equipment for the celebration;

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached agreement JP Party Rentals LLC is hereby approved and the mayor is authorized to sign the agreement.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the cost of \$1,599.38 shall be paid for using park general funds set aside for this purpose.

PASSED this ____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



JP Party Rentals LLC

Phone: (515) 444-2302

Mailing Address: 2302 SE Creekview Dr. Ste 1, Ankeny, IA 50021

Pick Up Address: 2302 SE Creekview Dr. Ste 1, Ankeny, IA

Invoice: 60779199

Order Date: 4/6/2026

50021

City of Newton

Erika Axtell

Cell: (641) 275-5544

Event Location

Agnes Patterson park

3000 N 4th Ave E




Newton, IA 50208

Start Date: 7/4/2026 5:00pm

End Date: 7/4/2026 8:30pm

Delivery Method: Fully Staffed

Surface Type: Grass - Stakes

| Name | Qty |
|---|-----|
| 18ft Wacky Slide  Footprint: 30' x 20' x 20' high Elec Req: 1x 15/20amp circuit | 1 |
| Castle Bounce House  Footprint: 20' x 20' x 16' high Elec Req: 1x 15/20amp circuit | 1 |
| Generator  | 1 |

| | | |
|--------------------|--------|-------------------|
| Sales tax | 7.000% | \$104.63 |
| Total | | \$1,599.38 |
| Deposit: | | \$799.69 |
| Amount Paid | | \$0.00 |
| Balance Due | | \$1,599.38 |

RENTAL AGREEMENT

This Rental Agreement (the "Agreement") between JP Party Rentals LLC ("JP Party Rentals") and the above-referenced Customer is expressly subject to the attached Terms and Conditions. Customer accepts the terms of this Agreement, including the attached Terms and Conditions, upon the earlier of (1) Customer returning a signed copy of this Agreement to JP Party Rentals; or (2) Customer paying the required deposit to JP Party Rentals under this Agreement. JP Party Rentals shall not be bound to this Agreement until it receives the above-referenced reservation deposit from Customer. ITEMS WILL NOT BE HELD WITHOUT A SIGNED CONTRACT, AND EVENT WILL NOT BE CONFIRMED WITHOUT A PAID DEPOSIT.

TERMS AND CONDITIONS

EXTENT OF AGREEMENT. These Terms and Conditions apply between JP Party Rentals and Customer related to the subject matter of the Agreement, including any ancillary services related thereto. To the extent these Terms and Conditions differ from any other document, including any document supplied by Customer, these Terms and Conditions shall control. The Agreement is exclusively for the benefit of the parties.

OBLIGATIONS UNDER THIS AGREEMENT. This Agreement obligates Customer to rent, and for JP Party Rentals to provide, such equipment as identified on the cover page (the "Equipment") for the rates listed. Customer shall rent the Equipment for the time period identified. Customer shall be obligated to pay the rental rate for the Equipment delivered to Customer regardless of whether Customer makes use of the Equipment for any purpose.

PAYMENT. Customer shall pay the Reservation Deposit upon execution of this Agreement. Thereafter, Customer shall pay the outstanding balance of the Total Rental Price at least forty-eight (48) hours prior to the Event Time. Customer acknowledges that all payments made to JP Party Rentals are non-refundable. All such payments shall be made in immediately available funds in a form acceptable to JP Party Rentals. Customer shall be liable to JP Party Rentals for a service fee of \$35.00 in addition to any actual damages incurred as a result of a check returned for lack of sufficient funds. If Customer fails to pay the Total Rental Price in full within five (5) calendar days following the event, Customer authorizes JP Party Rentals to charge Customer's credit card for the balance due. If payment cannot be processed, a late payment fee of 10% of the remaining balance will be added to Customer's invoice beginning thirty (30) days after event date.

CANCELLATION. Customer may cancel or reschedule an event by providing JP Party Rentals at least forty-eight (48) hours' advance notice. Upon cancellation, Customer agrees that JP Party Rentals shall retain any amounts already paid to JP Party Rentals, which Customer acknowledges constitutes a reasonable approximation of the damages JP Party Rentals will incur as a result of Customer's cancellation. If Customer reschedules the event for an alternative date and time agreeable to JP Party Rentals, which is to occur within six (6) months of the original event date, JP Party Rentals agrees to credit any funds paid by Customer toward the total rental price of the rescheduled event.

WEATHER. Customer acknowledges that weather events may impact the safe operation and use of the Equipment, and that JP Party Rentals cannot perfectly anticipate future weather conditions. If JP Party Rentals determines that a weather event is likely to impact Customer's ability to safely use and operate the Equipment, JP Party Rentals shall provide notice of such determination twenty-four (24) hours prior to the scheduled event time. In that case, Customer shall have the right to: (1) reschedule the event for a date within six (6) months of the original event date, with JP Party Rentals agreeing to credit any funds paid by Customer toward the total rental price of the rescheduled event; or (2) choose to proceed with the originally scheduled event time. If Customer elects to proceed with the originally scheduled event time, Customer will be responsible for payment of the total rent price regardless of whether the Equipment can be installed or operated. JP Party Rentals has sole discretion to determine whether actual weather events at the event location are likely to cause bodily injury or damage to the Equipment and, in such case, JP Party Rentals may refuse to install – or, for Equipment already installed, immediately uninstall – Equipment without obligation to reimburse Customer for any portion of the total rental price.

USE OF THE EQUIPMENT. Customer agrees to use of the Equipment consistent with the Equipment's corresponding operating instructions, including all instructions provided by JP Party Rentals upon delivery or assembly of the Equipment, and to ensure that all individuals using the Equipment while in Customer's custody shall do the same. Customer acknowledges that misuse of the equipment may lead to personal injury. If JP Party Rentals provides employees to operate the Equipment while it is in Customer's custody, Customer shall follow all instructions provided by those employees. If Customer elects to hire JP Party Rentals to operate the Equipment onsite, JP Party Rentals shall be responsible solely for the operation of the Equipment and not for the operation of any other equipment, attractions, or operations onsite. Customer remains responsible for independently supervising all Equipment and Equipment users regardless of whether JP Party Rentals employees are also onsite. Customer agrees to ensure that the Equipment is used under the direct supervision of competent adults at all times and in a manner intended to ensure the safety of those using the Equipment. Customer shall be liable to JP Party Rentals for any and all damage sustained by the Equipment resulting from misuse while in Customer's custody. If JP Party Rentals determines, in its sole discretion, that Customer's misuse will result in damage to the Equipment, JP Party Rentals reserves the right to immediately remove such Equipment and retain the total rental price.

SAFETY. JP Party Rentals is committed to the safe use and operation of its Equipment. If JP Party Rentals determines, in its sole discretion, that the installation, operation, or use of the Equipment is in any way unsafe, JP Party Rentals may, but is not obligated to, refuse to proceed with such installation, operation, or use.

WARRANTY. JP Party Rentals warrants that the Equipment will arrive in good and operable condition when delivered at the event location. JP Party Rentals expressly excludes all other warranties, whether express or implied, that might apply to the Equipment. Customer acknowledges that the Equipment shall arrive in used condition, and Customer agrees to accept the Equipment "as-is" and in its current state.

HOLD HARMLESS. Customer acknowledges that its use of the Equipment may result in bodily injury to Customer or to individuals using the Equipment while in Customer's custody. Customer acknowledges that its use of the Equipment is at the Customer's own risk. Customer, on its own behalf and on behalf of those individuals that may use the Equipment while in Customer's custody, waives all claims for bodily injury against JP Party Rentals arising from Customer's use of the Equipment, and Customer, on its own behalf and on behalf of those individuals that may use the Equipment while in Customer's custody, expressly releases JP Party Rentals from all claims involving bodily injury involving, in whole or in part, use of the Equipment. JP Party Rentals shall not be liable to Customer for any consequential damages arising from or related to this Agreement.

INDEMNITY. Customer agrees to indemnify and hold harmless JP Party Rentals, including its owners, employees, agents, and representatives, from any and all claims, actions, causes of action, damages, costs, and expenses, including reasonable attorney's fees and expenses, based in whole or in part on Customer's use of the Equipment or of the claimant's use of the Equipment while in Customer's custody.

PHOTOGRAPHY AND FILMOGRAPHY. Customer, on its behalf and on behalf of those individuals that may use the Equipment while in Customer's custody, grants JP Party Rentals the right to create photographs or video of the Equipment while in use for the purpose of marketing the Equipment or related services. Such use may include internet marketing, social media, print marketing, or other media.

UNDERGROUND UTILITIES. If the Customer elects for JP Party Rentals to install Equipment by staking it into the ground, Customer shall be responsible for having all underground utilities, including all irrigation systems, marked. Customer acknowledges that its failure to mark underground utilities may require JP Party Rentals to employ alternate methods of installing Equipment at Customer's expense.

GOVERNING LAW. This Agreement shall be interpreted under the laws of the State of Iowa. If a dispute arises out of or related to this Agreement or the Equipment provided thereunder, the parties shall submit the matter to litigation in either the state or federal courts in and for Polk County, Iowa. Customer consents to personal jurisdiction in Polk County, Iowa. The parties waive their rights to a jury in any such litigation. The costs of litigation, including reasonable attorney's fees and expert's fees, shall be borne by the non-prevailing party.

ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement between the parties related to the subject matter thereof. This Agreement supersedes any prior negotiations, representations, or agreements, whether oral or written, and may be amended or modified only in a writing signed by both parties.

WAIVER. JP Party Rentals' failure to insist on performance of any term, condition, or instruction, or to exercise any right provided in this Agreement, or its waiver of any breach, shall not thereafter waive any term, condition, instruction, or any right or privilege, unless expressly acknowledged in a writing signed by JP Party Rentals.

SEVERABILITY. If any provision of this Agreement is declared invalid or otherwise unenforceable, the remaining provisions of this Agreement shall continue to be enforceable between the parties.

DAMAGE WAIVER. If customer pays the damage waiver charge (DWC) as specified [7% of rental(s) total], subject to the limitations and exclusions below, JP Party Rentals LLC agrees to modify the terms of this contract and relieve customer of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, wind storm, upset, and riot. JP Party Rentals LLC excludes from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance, fire damage from intentional fires or any loss due to customer's failure to care for the rental item(s) as a prudent person would his/her own property. In addition, if customer has insurance for the loss or damage, customer shall exercise, and shall empower JP Party Rentals LLC to exercise, all customer's rights to obtain recovery under insurance, shall cooperate with JP Party Rentals LLC to obtain recovery and all insurance proceeds shall be given or assigned to JP Party Rentals LLC.

NEGLIGENCE OR ABUSE. The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable, a fee equal to the replacement value of the inflatable unit or other equipment will be charged. (\$1,500-\$25,000)

JP PARTY RENTALS WILL

1. Provide the rented equipment and supplies to fulfill your event and power cords to reach a maximum of 100ft.
2. Deliver, set-up, and tear down all equipment, when delivery is selected and included in rental agreement.
3. Carry a liability insurance policy as well as worker's compensation policy covering our services, equipment, and team.

CUSTOMER WILL

1. Provide 2 110volt/20amp electric circuits no further than 100ft from placement of rented items.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 2 adult volunteer(s) to operate the activities.

NOTICES

STAIRCASES: We, JP Party Rentals will not move our rental items up or down staircases. A staircase is defined by four or more stair steps. If we can not set up due to a staircase, the event will still be considered fulfilled, the balance will be due, and no credit will be offered.

Agree

WATER SOURCE: If you are renting an item that requires water, you are responsible for providing a water source and hose. JP Party Rentals is not responsible for providing water sources or hoses. If a water source and hose are not provided, the event will still be considered fulfilled, the balance will be due, and no credit will be offered.

Agree

GENERATORS: Generators are **STRONGLY** recommended per two blowers for any commercial (non-residential) events requiring two or more blowers on grass or pavement. This is for your peace of mind to ensure that you have adequate power for your event. If our generators are not rented and adequate power is not provided, the event will still be considered fulfilled, the balance will be due, and no credit will be offered.

Agree

POWER REQUIREMENTS: You must provide adequate power according to the power needs stated in "Customer will" section of this contract. If our generators are not rented and adequate power is not provided, the event will still be considered fulfilled, the balance will be due, and no credit will be offered.

Agree

ITEM PLACEMENT: Once items are set up, they are not to be moved by us or our customers from the location JP Party Rentals places them at.

Agree

PROPER SPACE REQUIREMENT: For proper inventory placement, you must provide ample extra space around and between rental items according to the dimensions of each item found on the rentals tab of our website. If delivering indoors, you must provide a double door access point with the center bar removed or something of equal or larger size. If proper space is not provided, the event will still be considered fulfilled, the balance will be due, and no credit will be offered.

Agree

STAFFING: If staffing is not paid for and approved by JP Party Rentals, you must provide at least one volunteer per rental item for the duration of the event with one volunteer available for safety and instruction directions at setup time.

Agree

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name

City of Newton Council Report

**Item:**

Resolution approving a PSA for Arbor Estates Wetlands design

Summary:

Approve a professional services agreement with JEO Consulting Group Inc. for wetland design and bank stabilization in Arbor Estates and Agnes Patterson Park

Financial Impact:

\$30,020 to be paid from 2026A bond funds

Report Number: 2026-614**Date:**

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Cardinal Pond, located within Agnes Patterson Park, has become a well-used and valued amenity for the community. The pond was constructed during grading activities for the Arbor Estates subdivision, and part of the design included a dedicated wetlands area. The pond outflows into a tributary of Elk Creek, which runs along the north and east sides of Agne Patterson Park.

The wetland area and creek are in need of improvements to enhance their functionality and aesthetics. Staff sought proposals from two engineering firms with expertise in these fields: JEO Consulting Group and Bolton & Menk, Inc. Both firms had a clear understanding of our goals and had the capability of designing a successful project. JEO's project fee was \$7,980.00 lower than Bolton & Menk's. Based on the lower cost and the belief that JEO can design a project meeting the needs of the community, staff recommends awarding the project to them.

The cost of the agreement will be paid from the remaining 2026A bond funds that are available due to the favorable bids received for the Arbor Estates 3rd Addition construction project

Recommendation:

Approval of an engineering services agreement with JEO Consulting Group, Inc for the Arbor Estates Wetlands Design.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A PSA FOR
ARBOR ESTATES WETLAND DESIGN**

WHEREAS Cardinal Pond, located within Agnes Patterson Park, has become a well-used and valued amenity for the community; and

WHEREAS, the pond outflows into a tributary of Elk Creek, which runs along the north and east sides of Agnes Patterson Park; and

WHEREAS, the wetland area and creek are in need of improvements to enhance their functionality and aesthetics; and

WHEREAS, staff sought proposals from two engineering firms with expertise in these fields: JEO Consulting Group and Bolton & Menk, Inc., and

WHEREAS, JEO's project fee was \$7,980.00 lower than Bolton & Menk's; and

WHEREAS, based on the lower cost and the belief that JEO can design a project meeting the needs of the community, staff recommends awarding the project to them; and

WHEREAS, City staff recommends approval of the \$30,020.00 Professional Services Agreement with JEO Consulting Group, Inc. for the Arbor Estates Wetland Design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$30,020.00 Professional Services Agreement with JEO Consulting Group, Inc. on the Arbor Estates Wetland Design is hereby approved and is to be paid with 2026 A Bond funds.

BE IT FURTHER RESOLVED, that said Professional Services Agreement be signed by the Mayor on behalf of the City.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



EXHIBIT A: SCOPE OF WORK

CITY OF NEWTON, IOWA

Cardinal Pond Area Improvements

JEO Project Number: 252157.00

Date Prepared: 4/13/2026 DRAFT

PROJECT OVERVIEW

The City of Newton (Owner) is proactively advancing improvements to enhance quality of life for residents and support future growth, including continued development of the Cardinal Pond area. Cardinal Pond is a recently constructed community asset that will ultimately connect to the City's broader trail and park system. The project area includes the wetland area (approximately 1 acre in area) located upstream of Cardinal Pond and the stream corridor downstream of the pond to the existing trail crossing near North 11th Avenue (approximately 1 acre in area). The pond itself is not included.

JEO will develop design solutions that enhance these areas as functional and aesthetic park amenities. The upstream wetland area will be evaluated and redesigned, as needed, to improve its effectiveness in water quality treatment while creating a visually appealing, park-like feature that integrates with the surrounding landscape. Improvements will consider grading, vegetation, and hydraulic function to promote consistent performance while maintaining a natural character.

For the downstream corridor, JEO will develop stream stabilization improvements that address erosion and safety concerns while preserving existing mature trees where feasible. The design will emphasize a natural, park-like setting with selective stabilization measures, vegetation enhancements, and opportunities to improve the user experience along the corridor.

Design development will consider constructability, anticipated project phasing, and the City's preferences for implementation, including opportunities for City staff to complete portions of the work such as vegetation establishment.

This scope is intended to provide design documents suitable for construction; however, the level of detail will be confirmed during project initiation based on the City's goals for timing and budget. Construction phase services are not included at this time but can be provided upon request.

The scope of services has been developed based on discussions with City staff and JEO's experience on similar projects. Should project assumptions or needs change, the scope may be refined in coordination with the City.

TASK SUMMARY

- **Task 1:** Survey
- **Task 2:** Design
- **Task 3:** Permitting
- **Task 4:** Bidding (not included)
- **Task 5:** Construction Assistance (not included)

EXHIBIT A: SCOPE OF WORK **DRAFT**

Cardinal Pond Area Improvements

TASK 1: SURVEY

This task includes collection of survey data necessary to support design of the wetland enhancement and stream stabilization improvements. While the City has previously collected survey data within the project area, JEO will perform a focused field survey to ensure consistency, completeness, and compatibility with design needs. This task includes the following work:

- 1.1. Perform topographic survey of the project area. The survey will include the following:
 - 1.1.1. Locate visible surface features within the wetland, stream corridor, and adjacent areas influencing drainage.
 - 1.1.2. Collect ground elevations and breaklines necessary to define existing topography.
 - 1.1.3. Obtain stream cross sections and flowline elevations at representative locations.
 - 1.1.4. Locate culverts, storm sewer outlets, and drainage structures, including pipe sizes and invert elevations where accessible.
- 1.2. Gather and utilize publicly available LiDAR data to supplement surveyed areas not directly field surveyed.
- 1.3. Contact One Call for utility locates within the project area prior to field survey activities. Subsurface utility verification not included.
- 1.4. Utilize available right-of-way and easement information provided by the City or obtained from publicly available sources. It is assumed all work and impacts are contained within Owner-provided right-of-way and easements. Verification of property boundaries or easement limits is not included.
- 1.5. Owner will provide available tile mapping, storm sewer system information, Maverick data, and other drainage information for the project area. Information provided in advance of survey will be incorporated into the site survey as appropriate.
- 1.6. Provide survey data in CAD format suitable for design, including development of a surface and base mapping.

TASK 2: DESIGN

This task includes development of design documents for wetland enhancement and stream stabilization improvements. Design will be developed based on survey data, available information, and coordination with the City.

2.1 Prepare 30 percent design documents.

- 2.1.1 Develop overall site layout for wetland and stream improvements.
- 2.1.2 Prepare preliminary grading design for wetland and stream corridor.
- 2.1.3 Identify proposed stabilization measures and key design elements. No structural features (e.g., risers, control structures, gates) are anticipated.
- 2.1.4 Identify vegetation and restoration approach for disturbed areas.
- 2.1.5 Prepare 30 percent opinion of probable construction cost (OPCC).

EXHIBIT A: SCOPE OF WORK **DRAFT**

Cardinal Pond Area Improvements

2.1.6 Perform internal QA/QC review of the 30 percent design documents and OPCC.

2.1.7 Submit 30 percent design to the City for review and incorporate comments.

2.2 Prepare 90 percent design documents.

2.2.1 Refine site layout, grading, and stabilization measures.

2.2.2 Develop plan sheets, details, and quantities.

2.2.3 Prepare erosion control and seeding plan.

2.2.4 Prepare estimate reference information defining bid items and payment methods.

2.2.5 Perform hydraulic calculations to support design of stabilization measures and drainage features; detailed hydrologic and hydraulic modeling is not included, including analysis of pond routing..

2.2.6 Update opinion of probable construction cost based on 90 percent design.

2.2.7 Perform internal QA/QC review of the 90 percent design documents and OPCC.

2.2.8 Submit 90 percent design to the City for review and incorporate comments.

2.3 Prepare final (100 percent) construction documents.

2.3.1 This includes plans, specifications, quantities, and contract documents suitable for bidding and construction. Final documents will be signed and sealed by a professional engineer registered in the State of Iowa.

2.4 Project Management and Meetings

2.4.1 Conduct one (1) project kickoff meeting (virtual).

2.4.2 Conduct one (1) plan-in-hand review meeting at the 30 percent design stage (in-person).

2.4.3 Conduct one (1) design review meeting at the 90 percent design stage (virtual).

2.4.4 Provide ongoing coordination with the City, including email and phone communication as needed throughout design.

2.4.5 Prepare monthly invoices and progress reports documenting work completed and overall project status.

TASK 3: PERMITTING

This task includes review and confirmation of permitting requirements for the proposed improvements and preparation and coordination of permits, as needed. Permits identified herein are not anticipated to be required; if required, preparation and coordination will be provided as an additional service unless otherwise noted. Other permits not identified herein will be addressed as an additional service or by others, as appropriate, if required.

3.1 Floodplain Permit

3.1.1 Based on review of available Iowa DNR floodplain mapping, the project area is not located within a mapped floodplain. A floodplain development permit is not anticipated to be required.

3.2 USACE Section 404 / Waters of the U.S.

3.2.1 Based on review of the National Wetlands Inventory (NWI) mapper, USGS topographic maps, and preliminary site information, no mapped wetlands are present within the project

EXHIBIT A: SCOPE OF WORK **DRAFT**

Cardinal Pond Area Improvements

area. Available information indicates the stream channel is ephemeral and no relatively permanent waters are present. Based on this information, it is not anticipated that jurisdictional Waters of the U.S. or wetlands are present and a USACE Section 404 permit is not anticipated to be required.

3.2.2 Conduct one (1) virtual coordination meeting with USACE at the 30 percent design stage to confirm jurisdictional determinations and permitting requirements.

3.2.3 If wetland delineation, jurisdictional determination, or permitting is required, these services will be provided as an additional service.

3.3 NPDES Stormwater Permit

3.3.1 Coverage under Iowa NPDES General Permit No. 2 for construction stormwater may be required. Preparation of a Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent (NOI), and permit compliance responsibilities will be determined at a later phase and provided as an additional service or by others, as appropriate.

OWNER RESPONSIBILITIES

The following responsibilities are essential for maintaining the project schedule and ensuring the successful completion of project tasks. The Owner will:

- Provide access to property to conduct proposed services.
- Furnish relevant data (if available) such as survey, utilities, tile lines, property boundary info, pond design information, etc.
- Review draft deliverables and provide timely input and feedback to JEO.
- Ensure reviewing agencies perform reviews in agreed upon timeframes.
- Review invoices, status reports, and necessary documentation and upon approval make payment to JEO.

PROJECT FEE

JEO will provide the services described on an *hourly, not-to-exceed* basis, broken down by task as shown below. JEO reserves the right to reallocate the budget among tasks, provided that the total fee remains unchanged.

Additional services outside the defined scope can be provided upon request by the Owner at JEO's current hourly rates.

| Project Tasks | | Fee |
|--------------------------------------|------------|--------------------|
| Task 1 | Survey | \$3,260.00 |
| Task 2 | Design | \$25,200.00 |
| Task 3 | Permitting | \$1,560.00 |
| Total (hourly, not to exceed) | | \$30,020.00 |

The information contained in this scope of work, including the associated project fee, is *valid until June 2026*. If an agreement has not been executed by that date, the scope of services, fee estimate, and schedule may be subject to revision.

EXHIBIT A: SCOPE OF WORK **DRAFT**

Cardinal Pond Area Improvements

REIMBURSABLE EXPENSES

- Typical reimbursable expenses are included in hourly rates and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

ANTICIPATED PROJECT SCHEDULE

JEO will commence work immediately upon receipt of the *Notice to Proceed (NTP)*. The following schedule is anticipated:

| Task or Milestone | 2026 | | | | | | | | | |
|-------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Notice to Proceed | | | X | | | | | | | |
| Task 1: Survey | | | | | | | | | | |
| Fieldwork | | | | | | | | | | |
| Task 2: Design | | | | | | | | | | |
| Kickoff Meeting | | | X | | | | | | | |
| Prepare 30% Design Documents | | | | | | | | | | |
| 30% Plan-in-hand Meeting | | | | | X | | | | | |
| Prepare 90% Design Documents | | | | | | | | | | |
| 90% Review Meeting | | | | | | | X | | | |
| Prepare 100% Construction Documents | | | | | | | | | | |
| Task 3: Permitting | | | | | | | | | | |
| Permitting Review | | | | | | | | | | |
| Review meeting with USACE | | | | | X | | | | | |

The project schedule is dependent upon several factors, which may include: the availability of funding, ability to complete fieldwork, timing of the *Notice to Proceed*, timely reviews and approvals from agencies and stakeholders, and prompt direction from the Owner. Any delays in these areas may result in adjustments to the overall project timeline.

If project tasks are not completed by the specified dates due to factors beyond JEO's control, any necessary extensions or changes in services, including continued project management, may be subject to contract modification, with compensation at the current hourly rates.

EXHIBIT A: SCOPE OF WORK **DRAFT**

Cardinal Pond Area Improvements

SERVICES NOT INCLUDED

The following services are not included in this scope but may be provided as additional services if requested, agreed upon, and authorized by both JEO and the Owner:

- Water quality sampling, stream gaging, analysis, modeling, or data acquisition.
- GIS mapping or data collection not outlined in scope of services.
- Geotechnical borings and/or analysis.
- Property boundary surveys, research, easements.
- Land rights and ownership.
- Any required right-of-way acquisition, negotiation, title research, or tract maps.
- Costs for additional insurance requirements or increased limits of coverage.
- Design drawing iterations not outlined in this scope.
- Site design of utilities and streets.
- Construction phase services.
- Public engagement or meeting facilitation.
- Regulatory permits not outlined in the scope of services.
- Any permit fees associated with permit applications.
- Other data collection not outlined in the scope of services.
- Additional meetings not outlined in the Scope of Services.



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 6/1/2026 (“Effective Date”) between City of Newton, Iowa (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Cardinal Pond Area Improvements (“Project”).

JEO Project Number: 252157.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$30,020.00 (hourly, not to exceed)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: **City of Newton, Iowa**

JEO Consulting Group, Inc.

By: _____

By: **Adam Rupe**

Title: _____

Title: **Project Manager**

Date Signed: _____

Date Signed: **5/27/2026**

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1615 SW Main St.

Suite 205

Ankeny, IA 50023

EXHIBIT A: SCOPE OF WORK
Cardinal Pond Area Improvements



EXHIBIT A: SCOPE OF WORK
CITY OF NEWTON, IOWA
Cardinal Pond Area Improvements
JEO Project Number: 252157.00
Date Prepared: 4/13/2026

PROJECT OVERVIEW

The City of Newton (Owner) is proactively advancing improvements to enhance quality of life for residents and support future growth, including continued development of the Cardinal Pond area. Cardinal Pond is a recently constructed community asset that will ultimately connect to the City's broader trail and park system. The project area includes the wetland area (approximately 1 acre in area) located upstream of Cardinal Pond and the stream corridor downstream of the pond to the existing trail crossing near North 11th Avenue (approximately 1 acre in area). The pond itself is not included.

JEO will develop design solutions that enhance these areas as functional and aesthetic park amenities. The upstream wetland area will be evaluated and redesigned, as needed, to improve its effectiveness in water quality treatment while creating a visually appealing, park-like feature that integrates with the surrounding landscape. Improvements will consider grading, vegetation, and hydraulic function to promote consistent performance while maintaining a natural character.

For the downstream corridor, JEO will develop stream stabilization improvements that address erosion and safety concerns while preserving existing mature trees where feasible. The design will emphasize a natural, park-like setting with selective stabilization measures, vegetation enhancements, and opportunities to improve the user experience along the corridor.

Design development will consider constructability, anticipated project phasing, and the City's preferences for implementation, including opportunities for City staff to complete portions of the work such as vegetation establishment.

This scope is intended to provide design documents suitable for construction; however, the level of detail will be confirmed during project initiation based on the City's goals for timing and budget. Construction phase services are not included at this time but can be provided upon request.

The scope of services has been developed based on discussions with City staff and JEO's experience on similar projects. Should project assumptions or needs change, the scope may be refined in coordination with the City.

TASK SUMMARY

- **Task 1:** Survey
- **Task 2:** Design
- **Task 3:** Permitting
- **Task 4:** Bidding (not included)
- **Task 5:** Construction Assistance (not included)

EXHIBIT A: SCOPE OF WORK
Cardinal Pond Area Improvements

TASK 1: SURVEY

This task includes collection of survey data necessary to support design of the wetland enhancement and stream stabilization improvements. While the City has previously collected survey data within the project area, JEO will perform a focused field survey to ensure consistency, completeness, and compatibility with design needs. This task includes the following work:

- 1.1. Perform topographic survey of the project area. The survey will include the following:
 - 1.1.1. Locate visible surface features within the wetland, stream corridor, and adjacent areas influencing drainage.
 - 1.1.2. Collect ground elevations and breaklines necessary to define existing topography.
 - 1.1.3. Obtain stream cross sections and flowline elevations at representative locations.
 - 1.1.4. Locate culverts, storm sewer outlets, and drainage structures, including pipe sizes and invert elevations where accessible.
- 1.2. Gather and utilize publicly available LiDAR data to supplement surveyed areas not directly field surveyed.
- 1.3. Contact One Call for utility locates within the project area prior to field survey activities. Subsurface utility verification not included.
- 1.4. Utilize available right-of-way and easement information provided by the City or obtained from publicly available sources. It is assumed all work and impacts are contained within Owner-provided right-of-way and easements. Verification of property boundaries or easement limits is not included.
- 1.5. Owner will provide available tile mapping, storm sewer system information, Maverick data, and other drainage information for the project area. Information provided in advance of survey will be incorporated into the site survey as appropriate.
- 1.6. Provide survey data in CAD format suitable for design, including development of a surface and base mapping.

TASK 2: DESIGN

This task includes development of design documents for wetland enhancement and stream stabilization improvements. Design will be developed based on survey data, available information, and coordination with the City.

2.1 Prepare 30 percent design documents.

- 2.1.1 Develop overall site layout for wetland and stream improvements.
- 2.1.2 Prepare preliminary grading design for wetland and stream corridor.
- 2.1.3 Identify proposed stabilization measures and key design elements. No structural features (e.g., risers, control structures, gates) are anticipated.
- 2.1.4 Identify vegetation and restoration approach for disturbed areas.
- 2.1.5 Prepare 30 percent opinion of probable construction cost (OPCC).

EXHIBIT A: SCOPE OF WORK

Cardinal Pond Area Improvements

2.1.6 Perform internal QA/QC review of the 30 percent design documents and OPCC.

2.1.7 Submit 30 percent design to the City for review and incorporate comments.

2.2 Prepare 90 percent design documents.

2.2.1 Refine site layout, grading, and stabilization measures.

2.2.2 Develop plan sheets, details, and quantities.

2.2.3 Prepare erosion control and seeding plan.

2.2.4 Prepare estimate reference information defining bid items and payment methods.

2.2.5 Perform hydraulic calculations to support design of stabilization measures and drainage features; detailed hydrologic and hydraulic modeling is not included, including analysis of pond routing..

2.2.6 Update opinion of probable construction cost based on 90 percent design.

2.2.7 Perform internal QA/QC review of the 90 percent design documents and OPCC.

2.2.8 Submit 90 percent design to the City for review and incorporate comments.

2.3 Prepare final (100 percent) construction documents.

2.3.1 This includes plans, specifications, quantities, and contract documents suitable for bidding and construction. Final documents will be signed and sealed by a professional engineer registered in the State of Iowa.

2.4 Project Management and Meetings

2.4.1 Conduct one (1) project kickoff meeting (virtual).

2.4.2 Conduct one (1) plan-in-hand review meeting at the 30 percent design stage (in-person).

2.4.3 Conduct one (1) design review meeting at the 90 percent design stage (virtual).

2.4.4 Provide ongoing coordination with the City, including email and phone communication as needed throughout design.

2.4.5 Prepare monthly invoices and progress reports documenting work completed and overall project status.

TASK 3: PERMITTING

This task includes review and confirmation of permitting requirements for the proposed improvements and preparation and coordination of permits, as needed. Permits identified herein are not anticipated to be required; if required, preparation and coordination will be provided as an additional service unless otherwise noted. Other permits not identified herein will be addressed as an additional service or by others, as appropriate, if required.

3.1 Floodplain Permit

3.1.1 Based on review of available Iowa DNR floodplain mapping, the project area is not located within a mapped floodplain. A floodplain development permit is not anticipated to be required.

3.2 USACE Section 404 / Waters of the U.S.

3.2.1 Based on review of the National Wetlands Inventory (NWI) mapper, USGS topographic maps, and preliminary site information, no mapped wetlands are present within the project

EXHIBIT A: SCOPE OF WORK

Cardinal Pond Area Improvements

area. Available information indicates the stream channel is ephemeral and no relatively permanent waters are present. Based on this information, it is not anticipated that jurisdictional Waters of the U.S. or wetlands are present and a USACE Section 404 permit is not anticipated to be required.

3.2.2 Conduct one (1) virtual coordination meeting with USACE at the 30 percent design stage to confirm jurisdictional determinations and permitting requirements.

3.2.3 If wetland delineation, jurisdictional determination, or permitting is required, these services will be provided as an additional service.

3.3 NPDES Stormwater Permit

3.3.1 Coverage under Iowa NPDES General Permit No. 2 for construction stormwater may be required. Preparation of a Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent (NOI), and permit compliance responsibilities will be determined at a later phase and provided as an additional service or by others, as appropriate.

OWNER RESPONSIBILITIES

The following responsibilities are essential for maintaining the project schedule and ensuring the successful completion of project tasks. The Owner will:

- Provide access to property to conduct proposed services.
- Furnish relevant data (if available) such as survey, utilities, tile lines, property boundary info, pond design information, etc.
- Review draft deliverables and provide timely input and feedback to JEO.
- Ensure reviewing agencies perform reviews in agreed upon timeframes.
- Review invoices, status reports, and necessary documentation and upon approval make payment to JEO.

PROJECT FEE

JEO will provide the services described on an *hourly, not-to-exceed* basis, broken down by task as shown below. JEO reserves the right to reallocate the budget among tasks, provided that the total fee remains unchanged.

Additional services outside the defined scope can be provided upon request by the Owner at JEO's current hourly rates.

| Project Tasks | | Fee |
|--------------------------------------|------------|--------------------|
| Task 1 | Survey | \$3,260.00 |
| Task 2 | Design | \$25,200.00 |
| Task 3 | Permitting | \$1,560.00 |
| Total (hourly, not to exceed) | | \$30,020.00 |

The information contained in this scope of work, including the associated project fee, is *valid until June 2026*. If an agreement has not been executed by that date, the scope of services, fee estimate, and schedule may be subject to revision.

EXHIBIT A: SCOPE OF WORK
 Cardinal Pond Area Improvements

REIMBURSABLE EXPENSES

- Typical reimbursable expenses are included in hourly rates and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

ANTICIPATED PROJECT SCHEDULE

JEO will commence work immediately upon receipt of the *Notice to Proceed (NTP)*. The following schedule is anticipated:

| Task or Milestone | 2026 | | | | | | | | | |
|-------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Notice to Proceed | | | X | | | | | | | |
| Task 1: Survey | | | | | | | | | | |
| Fieldwork | | | | | | | | | | |
| Task 2: Design | | | | | | | | | | |
| Kickoff Meeting | | | X | | | | | | | |
| Prepare 30% Design Documents | | | | | | | | | | |
| 30% Plan-in-hand Meeting | | | | | | X | | | | |
| Prepare 90% Design Documents | | | | | | | | | | |
| 90% Review Meeting | | | | | | | | X | | |
| Prepare 100% Construction Documents | | | | | | | | | | |
| Task 3: Permitting | | | | | | | | | | |
| Permitting Review | | | | | | | | | | |
| Review meeting with USACE | | | | | | X | | | | |

The project schedule is dependent upon several factors, which may include: the availability of funding, ability to complete fieldwork, timing of the *Notice to Proceed*, timely reviews and approvals from agencies and stakeholders, and prompt direction from the Owner. Any delays in these areas may result in adjustments to the overall project timeline.

If project tasks are not completed by the specified dates due to factors beyond JEO’s control, any necessary extensions or changes in services, including continued project management, may be subject to contract modification, with compensation at the current hourly rates.

EXHIBIT A: SCOPE OF WORK
Cardinal Pond Area Improvements

SERVICES NOT INCLUDED

The following services are not included in this scope but may be provided as additional services if requested, agreed upon, and authorized by both JEO and the Owner:

- Water quality sampling, stream gaging, analysis, modeling, or data acquisition.
- GIS mapping or data collection not outlined in scope of services.
- Geotechnical borings and/or analysis.
- Property boundary surveys, research, easements.
- Land rights and ownership.
- Any required right-of-way acquisition, negotiation, title research, or tract maps.
- Costs for additional insurance requirements or increased limits of coverage.
- Design drawing iterations not outlined in this scope.
- Site design of utilities and streets.
- Construction phase services.
- Public engagement or meeting facilitation.
- Regulatory permits not outlined in the scope of services.
- Any permit fees associated with permit applications.
- Other data collection not outlined in the scope of services.
- Additional meetings not outlined in the Scope of Services.

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GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

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

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of

the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify

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GENERAL CONDITIONS

and defend JEO for any claims that may arise out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals,

and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than

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GENERAL CONDITIONS

otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: JEO declares, promises, and warrants that it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex. JEO shall require the same of their subconsultants.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

| Vendor | Department | Description | Amount |
|----------------------------------|-------------------------|---------------|--------------|
| Acushnet Company | Golf | Merchandise | \$ 308.26 |
| Ahlers & Cooney P C | Legal Services | Services | \$ 112.50 |
| Air Products and Chemicals Inc | Water Treatment Plant | Supplies | \$ 3,990.00 |
| Airgas USA LLC | Fire | Supplies | \$ 571.40 |
| Alliant Energy/IPL | All | Utilities | \$ 7,103.35 |
| Amazon Capital Services | All | Supplies | \$ 10,075.22 |
| American Water Works Association | Water Distribution | Service | \$ 97.00 |
| Arrowhead Forensics | Police | Supplies | \$ 78.29 |
| Ascendance Trucks Midwest LLC | City Garage | Supplies | \$ 147.68 |
| Atlantic Bottling | Golf | Concessions | \$ 1,054.46 |
| Bing Bang | Community Marketing | Services | \$ 12,316.60 |
| Bituminous Materials & Supply | Street | Supplies | \$ 590.75 |
| Bolton & Menk Inc | All | Service | \$ 21,806.50 |
| Brick Gentry P.C. | Legal Services | Service | \$ 4,375.00 |
| Carl's Window Service | Library | Service | \$ 1,040.00 |
| CDW Government Inc | Administration/Library | Supplies | \$ 2,905.00 |
| Cengage Learning | Library | Supplies | \$ 1,388.58 |
| Center Point Large Print | Library | Supplies | \$ 59.44 |
| Central Iowa Farm Store | Parks | Supplies | \$ 1,038.31 |
| Colfax | Fire | Refund | \$ 2,533.43 |
| Dangelger, Joan | I&I Program | Refund | \$ 1,500.00 |
| Dannen, Ryan | D & D | Services | \$ 840.00 |
| Dell Marketing L.P. | Library | Supplies | \$ 906.30 |
| Demco Inc | Library | Supplies | \$ 283.03 |
| Dodd Trash Hauling & Recycling | Solid Waste | Service | \$ 86,139.71 |
| East Side Repair | City Garage | Service | \$ 96.35 |
| Eastern Iowa Publications LLC | Cemetery | Advertising | \$ 469.50 |
| Eckert, Bernard | Police | Reimbursement | \$ 115.28 |
| EMS MC Inc | Fire | Service | \$ 4,035.54 |
| Fastenal | All | Supplies | \$ 326.42 |
| FBG Service Corporation | Library | Supplies | \$ 1,681.01 |
| Findlow, Zach | Landfill | Reimbursement | \$ 16.50 |
| Forbes Office Solutions | All | Supplies | \$ 812.72 |
| Gralnek-Dunitz | Water Pollution Control | Supplies | \$ 38.27 |
| Gregg Young Auto Center | Police | Service | \$ 4,771.78 |
| H W Wilson | Library | Supplies | \$ 175.50 |
| Harris Golf Cars | Golf | Supplies | \$ 65.79 |
| Hawkeye Community College | Fire | Service | \$ 500.00 |
| Hawkins Water Treatment | Water Treatment Plant | Supplies | \$ 8,164.85 |
| Hewitt Service Center | Landfill/Snow Removal | Service | \$ 699.00 |
| Hillyard / Des Moines | Fire | Supplies | \$ 583.28 |
| Hornung's | Golf | Merchandise | \$ 174.06 |

| | | | |
|---|-------------------------|---------------|---------------|
| Hy-Vee Inc | All | Supplies | \$ 291.61 |
| IMWCA | All | Service | \$ 13,303.68 |
| Interstate All Battery Center | Water Distribution | Supplies | \$ 70.20 |
| Iowa Department of Transportation | Traffic Control | Supplies | \$ 1,306.80 |
| IA Dept of Natural Resources | All | Training | \$ 216.00 |
| Iowa Law Enforcement Academy | Police | Service | \$ 300.00 |
| Iowa Plains Signing Inc | Snow Removal | Supplies | \$ 3,100.00 |
| Isolved Benefit Services | All | Service | \$ 193.99 |
| Jasper Construction Services | Street | Supplies | \$ 20.10 |
| Jasper County Emergency Management | Maytag Pool | Service | \$ 180.00 |
| JETCO Inc | Water Treatment | Service | \$ 207.50 |
| Johnson Aviation | Airport | Service | \$ 3,743.66 |
| Johnson Controls Security Solutions LLC | Water Treatment Plant | Service | \$ 32.96 |
| Kellogg Lawn & Snow | Water Treatment Plant | Service | \$ 11.70 |
| Key Cooperative | Water Pollution Control | Supplies | \$ 53.57 |
| Kirkham Michael | Airport | Service | \$ 2,223.69 |
| Klein, Rebecca | Library | Reimbursement | \$ 48.95 |
| Legacy Emergency Vehicles | Fire | Service | \$ 1,259.24 |
| Liberty Process Equipment Inc | Water Pollution Control | Supplies | \$ 4,505.22 |
| Llanel, Michael | Utility Billing | Refund | \$ 400.00 |
| Lucas Holdings LLC | Library | Supplies | \$ 1,155.09 |
| Lyman, Rick | D & D | Services | \$ 2,520.00 |
| Magnum Automotive | Police | Service | \$ 240.37 |
| Mahaska Bottling Co | Golf | Concessions | \$ 468.72 |
| Mahaska Communication Group LLC | Golf | Utility | \$ 333.93 |
| Manatts - D.M. | All | Supplies | \$ 3,225.24 |
| Manfull Construction | D & D | Services | \$ 940.00 |
| Martin Marietta Materials | Water Distribution | Supplies | \$ 1,691.23 |
| McCall Monument | Cemetery | Supplies | \$ 1,115.00 |
| Menards-Altoona | All | Supplies | \$ 2,317.59 |
| Catholic Health Initiatives Iowa Corp | Fire | Supplies | \$ 691.27 |
| Michael Todd & Co | Landfill | Supplies | \$ 480.73 |
| Microbac Laboratories Inc | Landfill | Service | \$ 1,046.48 |
| MidState Solution LLC | Street RESO 2026-041 | Service | \$ 177,642.89 |
| Midwest Alarm | Library | Service | \$ 639.08 |
| Midwest Automatic Fire | City Center | Service | \$ 308.75 |
| Mississippi Lime Company | Water Treatment Plant | Supplies | \$ 18,468.50 |
| MTI Distributing Inc | Parks | Supplies | \$ 186.42 |
| Municipal Supply Inc | Water Distribution | SUPPLIES | \$ 17,843.50 |
| PowerPlan | City Garage | Supplies | \$ 694.86 |
| NAPA Auto Parts | All | Supplies | \$ 806.83 |
| Newton Main Street | Executive | Service | \$ 500.00 |
| Niemann Foods | All | Supplies | \$ 1,372.09 |
| OCLC Inc | Library | Supplies | \$ 2,898.12 |
| Onebody3 LLC | Police | Service | \$ 7,500.00 |
| Perry, Hannah & Parker McIntosh | Utility Billing | Refund | \$ 64.22 |
| Phelps Uniform Specialists | All | Service | \$ 347.00 |

| | | | |
|-------------------------------------|------------------------------|---------------|--------------|
| Pierce, Todd | Water Treatment Plant | Reimbursement | \$ 309.04 |
| Pitney Bowes | Library | Supplies | \$ 164.97 |
| Plan It Software LLC | All | Service | \$ 3,305.00 |
| Plant 1 LLC | Building | Refund | \$ 1,170.00 |
| Prairie Ag Supply | City Garage | Supplies | \$ 187.93 |
| Preferred Pest Control Inc | Fire | Service | \$ 350.86 |
| Quill Corporation | Library | Supplies | \$ 181.80 |
| Ray, Randy | Police | Service | \$ 4,300.00 |
| Reeves Heating & Cooling | All | Service | \$ 1,241.48 |
| Regal Clean LLC | City Center | Supplies | \$ 3,142.49 |
| River Hills | Fire | Supplies | \$ 1,350.00 |
| Rudd Equipment Company Inc | Landfill | Service | \$ 1,488.95 |
| Ryan's Tire & Auto | Parks | Supplies | \$ 213.00 |
| Schimberg Co | Water Treatment | Supplies | \$ 1,163.72 |
| Schneider Geospatial LLC | All RESO 2025-220 | Supplies | \$ 48,594.00 |
| Sign Pro | City Center | Service | \$ 350.00 |
| Spahn & Rose Lumber Co | All | Supplies | \$ 1,107.73 |
| Springer Professional Home Services | Library | Service | \$ 58.30 |
| State Hygienic Laboratories | Water Treatment Plant | Service | \$ 22.50 |
| Strand Associates Inc | Water Treatment/WPC | Service | \$ 17,219.66 |
| Streeter, Candace | City Center | Reimbursement | \$ 79.90 |
| Tatman, Anthony | Fire | Service | \$ 75.00 |
| Terry, Nicole | Library | Reimbursement | \$ 96.86 |
| Thatcher Auto Center | Parks | Supplies | \$ 827.50 |
| The Flower Court Garden Center | Parks | Supplies | \$ 438.75 |
| Theisen's | All | Supplies | \$ 1,618.26 |
| Town & Country Wholesale Co | Golf | Concessions | \$ 2,267.59 |
| Transit Works | Engineering | Supplies | \$ 395.00 |
| TreviPay | Animal Control / Police | Supplies | \$ 140.79 |
| TruGreen Processing Center | Water Treatment | Service | \$ 199.87 |
| Two Rivers Cooperative | Golf / WPC | Supplies | \$ 3,740.39 |
| UnityPoint Health | Fire | Service | \$ 614.36 |
| Van Maanen Electric Inc | Library | Service | \$ 2,271.03 |
| Van Wall Equipment | All | Supplies | \$ 682.73 |
| Veenstra & Kimm Inc | Building | Services | \$ 10,752.95 |
| Waste Solutions of Iowa | Golf / Parks | Service | \$ 1,084.00 |
| Wex Bank | Water Dist / Utility Billing | Supplies | \$ 1,600.06 |
| Wing, Chris | Police | Reimbursement | \$ 437.92 |
| Zero9 Solutions Ltd | Police | Supplies | \$ 141.80 |
| Zoll | Fire | Supplies | \$ 493.78 |

Grand Totals: \$ 574,833.41

Pre-Authorized Payments

| | | | |
|--------------------------------|--------------------------|------------------|---------------|
| Beverage Distributors of Iowa | Golf | Concessions | \$ 972.98 |
| Black Hills Energy | All | Concessions | \$ 1,675.48 |
| Central Iowa Excavation | Water Dist RESO:2026-126 | Capital Projects | \$ 110,705.71 |
| Confluence Brewing Company LLC | Golf | Concessions | \$ 273.10 |

| | | | |
|---------------------------------|---------------------------|------------------|----------------------|
| DIRECTV | Golf | Utilities | \$ 202.99 |
| Doll Distributing LLC | Golf | Concessions | \$ 2,130.70 |
| Gregg Young Auto Center | Police RESO:2026-186 | Vehicle | \$ 14,515.00 |
| H2 Services LLC | Water Treat RESO:2026-109 | Capital Projects | \$ 3,892.77 |
| Heartland Underground Solutions | Parks RESO:2026-144 | Capital Projects | \$ 11,069.88 |
| Jerry Keenan Concrete | Parks RESO:2026-097 | Capital Projects | \$ 24,486.68 |
| Johnson Brothers of Iowa | Golf | Concessions | \$ 489.60 |
| Keg 1 Iowa LLC | Golf | Concessions | \$ 626.18 |
| Steine Tree Service LLC | Parks RESO:2026-117 | Capital Projects | \$ 301.50 |
| Windstream | Fire | Utilities | \$ 78.14 |
| Total: | | | \$ 171,420.71 |

ACH Payments

| | | | |
|------------------------|-----------------|-----------|------------------------|
| Advantage Credit Union | All | Insurance | \$ 15,930.00 |
| Bank Iowa | All | Insurance | \$ 2,970.00 |
| GEMT | Fire | Fees | \$ 19,284.40 |
| Self Funded Insurance | All | Insurance | \$ 174,014.86 |
| Payroll 4-10-26 | All | Payroll | \$ 560,810.79 |
| Payroll 4-24-26 | All | Payroll | \$ 530,349.43 |
| Mutual of Omaha | All | Insurance | \$ 4,790.58 |
| Great Southern Bank | Golf | Fees | \$ 2,400.46 |
| State of Iowa | General | Sales Tax | \$ 7,264.76 |
| Lambs Grove | Utility Billing | Fees | \$ 3,043.05 |
| Wet Tax | Utility Billing | Tax | \$ 11,340.47 |
| Returned ACH Fees | Utility Billing | Charges | \$ 609.35 |
| Zift - Fees | Utility Billing | Fees | \$ 10.00 |
| Returned Check Fees | Utility Billing | Fees | \$ 210.76 |
| Total: | | | \$ 1,333,028.91 |

June, 02 2026 Expenses

| | |
|---------------|------------------------|
| General | \$ 902,981.63 |
| Special | \$ 545,388.78 |
| Other | \$ 201,867.63 |
| Enterprise | \$ 429,044.99 |
| Total: | \$ 2,079,283.03 |

April Revenues

| | |
|--------------|-------------------------|
| General | \$ 2,429,064.43 |
| Special | \$ 1,259,459.09 |
| Other | \$ 7,587,531.06 |
| Enterprise | \$ 1,068,613.23 |
| Total | \$ 12,344,667.81 |

City of Newton Council Report



Item:

Public Hearing on an Ordinance amending the City of Newton official zoning map for property located at 1017 West 4th St. S. Parcel number 0833479017, from R-2: One-and-Two Family Residential District to C-N: Neighborhood Commercial

Summary:

Rezoning 1017 W 4th ST S from R-2: 1-2 Family Dwelling District to C-N: Neighborhood Commercial.

Financial Impact:

None.

Report Number: 2026-553

Date:

June 1, 2026

Lead Department:

Community Development

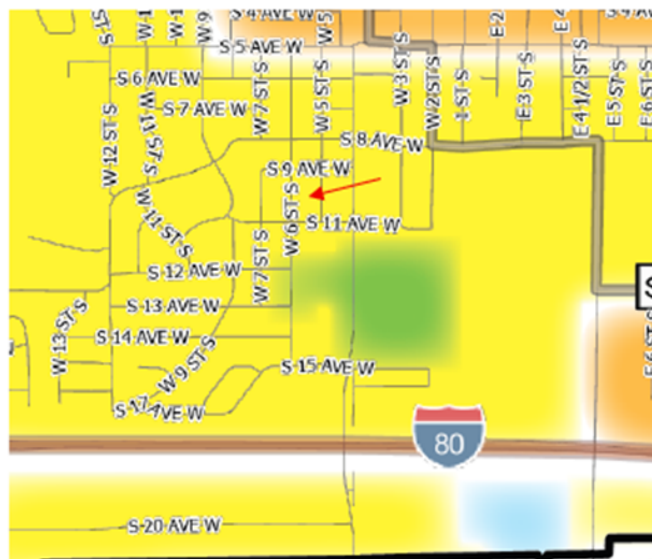
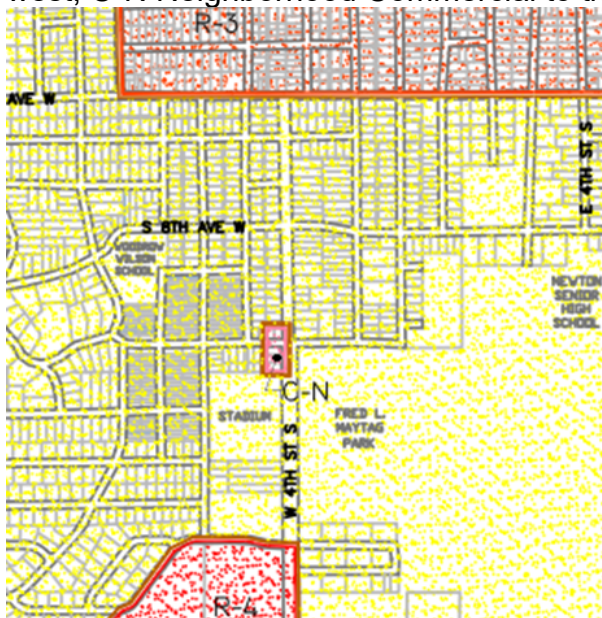
Recommendation:

Approve

Background:

The primary motivation behind this rezoning application is to allow for expanding the convenience store located at 404 S 11th Ave W. The store is adjacent and to the north of the subject parcel. The request to rezone is to be able to expand the existing business at 404 S 11th Ave W. The applicant is planning to add a freezer, a few parking spaces and in the subject lot.

As seen in the zoning map, the subject property is currently zoned R-2 One-and-Two family Dwelling District. Surrounding properties include R-2 One-and-Two family Dwelling to the north and west; C-N Neighborhood Commercial to the south.



Left: Section of the Official Zoning Map for the area. Right: Section of the Future Land Use Map as found in the comprehensive plan.

Development of the parcel is planned to include adding a cooler to the existing building, crossing over the property line plus a few parking spaces. The subject property being rezoned will be subject to screening requirements as per the Zoning code, since it is contiguous with the adjacent R-2 (residential) district. The subject property is contiguous to the adjacent R-2 district to the north and west sides. As per city code, transitional yards will have to be provided where the rear or side lot line coincides with a side or rear lot line of a residential district. In such circumstances the minimum setback shall be 25 feet and shall be fully landscaped and screened. No parking, drives or storage

area shall encroach in these transitional yards.

Envision Newton 2042, the adopted comprehensive plan, shows the area in question on the Future Land Use Map as low density residential land use. As a reminder, future land use maps are intended to serve as broad guides for development but do not always translate to actual outcomes – especially in this type of scenario, where the commercial use at this location existed before the Future Land Use Map was adopted.

Throughout *Envision Newton 2042*, infill development and redevelopment is supported/encouraged to utilize existing infrastructure for the sake of efficiency and to promote responsible fiscal and environmental stewardship. Additionally, Ch. 5: Economic Development states, “Attract, support, and retain businesses that fill and/or redevelop vacant properties in the downtown and along key corridors.”

Notice was published in the Newton Daily News on Tuesday, May 26th, 2026. Notice was also sent to surrounding property owners on May 21th, 2026.

Recommendation:

Staff finds that this rezoning request aligns with the spirit and intent of the adopted comprehensive plan and the zoning ordinance. This map amendment would appropriately accommodate the future expansion of the use of property immediately to the south of the subject property that has been used a convenience store purposes for decades, and it will serve as a natural expansion of that use.

Staff finds that this particular rezoning request will not negatively impact the surrounding neighborhood. The property to the south of this parcel is zoned C-N Neighborhood Commercial, therefore this is not spot-zoning. Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF NEWTON OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT LOCATED AT, 1017 WEST 4TH ST. S. PARCEL NUMBER 0833479017, FROM R-2: ONE- AND-TWO FAMILY RESIDENTIAL DISTRICT TO C-N: NEIGHBORHOOD COMMERCIAL

WHEREAS, the Planning and Zoning Commission reviewed the zoning map amendment at their May 5, 2026, regular meeting and unanimously recommend approval; and

WHEREAS, the rezoning of property located at 1017 West 4th St. S. Parcel number #0833479017, does not constitute spot zoning considering the contiguous connection to the south; and

WHEREAS, said rezoning is supported by *Envision Newton 2042*, Newton's Comprehensive Plan.

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

Section 1. Zoning Classification. The zoning classification of the following described property lying, being and situated in the City of Newton, County of Jasper and State of Iowa to wit:

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;

AND

THE 33 FEET OF THE CITY RIGHT OF WAY DIRECTLY ADJACENT AND TO THE EAST OF 1017 WEST FOURTH STREET SOUTH

is hereby established to be zoned C-N: Neighborhood Commercial.

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 after the final passage, approval, and publication as provided by law.

PASSED this ____ day of ____ June _____ 2026.

APPROVED this ____ day of ____ June _____ 2026.

(SEAL)

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2026.

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Public Hearing on a resolution awarding the 2026 Downtown Streetscape Improvements Project

Summary:

Award contract to TK Concrete, Inc. for the 2026 Downtown Streetscape Improvements Project.

Financial Impact:

\$495,815.00 from North Central TIF Bond and Road Use Tax funds.

Report Number: 2026-564

Date:

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The 100 blocks of W 3rd St N and W 4th St N have undergone several asphalt resurfacing projects over the last 65 years and have surpassed their useful life. W 3rd St N has been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage, while the west side of W 4th St N was reconstructed as part of previous improvements.

The street will be reconstructed 40 feet wide (measured face of curb to face of curb) with parallel parking and new sidewalks. Returning the street to near its original width will improve street drainage and provide a grass area between the curb and the sidewalk for aesthetic improvements, stormwater infiltration, and snow storage.

The following submitted bids were received and opened on May 12, 2026:

| Company | Bid Price |
|----------------------|--------------|
| TK Concrete Inc. | \$495,815.00 |
| Caliber Concrete Inc | \$537,432.00 |
| Con-Struct | \$540,618.50 |

The lowest responsive, responsible bidder is TK Concrete Inc., Pella, IA, in the amount of \$495,815.00. The engineer's construction cost estimate was \$503,568.50. This project has a completion date of October 31, 2026, and will be paid from a combination of North Central TIF and Road Use Tax funds.

Recommendation:

Award the project to the lowest responsive, responsible bidder, TK Concrete Inc of Pella, Iowa, with a bid of \$495,815.00.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION AWARDING CONTRACT FOR THE
2026 STREETScape IMPROVEMENTS PROJECT**

WHEREAS, the 100 blocks of W 3rd St N and W 4th St N have undergone several asphalt resurfacing projects over the last 65 years and have surpassed their useful life; and

WHEREAS, the street will be reconstructed 40 feet wide (measured face of curb to face of curb) with parallel parking and new sidewalks. Returning the street to near its original width will improve street drainage and provide a grass area between the curb and the sidewalk for aesthetic improvement, pedestrian streetscape lighting, and snow storage; and

WHEREAS, city staff had identified the need for the streetscape improvement during the recently completed Capital Improvement Process; and

WHEREAS, sealed bids were received and opened on May 12, 2026; and

WHEREAS, City staff recommends that the City of Newton award a contract to TK Concrete Inc of Pella, Iowa, for the 2026 Streetscape Improvements Project based on the lowest responsive, responsible bid received in the amount of \$495,815.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of TK Concrete Inc, in the amount Four Hundred and Ninety-Five Thousand Eight Hundred and Fifteen Dollars and Zero Cents (\$495,815.00) for the 2026 Streetscape Improvements Project, as described in the plans and specifications, is hereby accepted with the cost to be paid from North Central TIF Bond and Road Use Tax funds; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by TK Concrete Inc of Pella, Iowa, for the 2026 Streetscape Improvements Project, as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk on behalf of the City.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Third 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:**

June 1, 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", written in a cursive style.

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-Return, 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-RETURN (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

§ 90.20 COMMUNITY CATS

(A) Requirements – Community cats shall be allowed as free roaming cats if all the following are met:

- a. No person owns the cat
- b. Cat has been assessed by a veterinarian and deemed healthy
- c. Cat has been spayed or neutered
- d. Cat has been vaccinated for rabies, feline rhinotracheitis, calicivirus, and panleukopenia, and reasonable attempts to revaccinate in accordance with the directions of a veterinarian
- e. Cats must be ear tipped by the veterinarian making the health assessment and after determining the cat is spayed or neutered, has been properly vaccinated, and has no known owner.

(B) Nuisance – Community cats that create a nuisance may be captured and impounded. For the purpose of this section “nuisance” shall be defined as anything which interferes with the enjoyment of life or property. An animal control officer may determine if a community cat is a nuisance and shall use information obtained from citizens complaining about a community cat and his/her expertise to determine if a community cat is a nuisance.

(C) Returning Community Cats to Area – A community cat shall be returned to the area where it was captured unless the property owner of the property owner of the caretaker of the property where the cat was captured requests that the cat not returned, or if the cat is sick or injured.

(D) Liability – The city shall have no liability for the disposition of any community cat.

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-dogdangerous~~" 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:**

Second 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:**

June 1, 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 written in a cursive, flowing style with some loops and flourishes.

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 Paths

74.21 Speed

74.22 Emerging from Alley or Driveway

74.23 Carrying Articles

74.24 Riding on Sidewalks

74.25 Towing

74.26 Following ~~fire truck~~ Emergency Vehicles

74.27 Improper Riding

74.28 Parking

74.29 Equipment Requirements

74.99 Penalty

GENERAL PROVISIONS

§ 74.01 SKATEBOARDS, COASTERS AND SIMILAR DEVICES.

- ~~(A)~~—No person upon a skateboard, coaster or similar device shall operate or use such on any street, highway or alley.
- ~~(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.
- ~~(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.
- ~~(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.~~

~~**"Gas-Powered Mini Bikes and Off-Road Motorcycles"** means any two wheeled, gas powered, unregistered motor vehicles having a saddle or seat for the use of the rider and designed to travel on not more than two wheels in contact with the ground that falls under the definition of "All-Terrain Vehicle" in Iowa Code 321I.~~

~~**"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 that is not capable of operating at a speed in excess of twenty-eight miles per hour.~~

"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/or a motor in excess of 750-watts, Motorized Bicycles are subject to the same licensure, titling and financial liability coverage as a 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, gas-powered mini-bikes and off-road motorcycles, 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.~~

~~5. Gas-powered minibikes and off-road motorcycles are only permitted to be operated on private property. They are not permitted on any street, sidewalk, paved multi-use trails, or any other public space within the city limits, unless specifically for use in a parade or special event by the City of Newton.~~

§ 74.20 BICYCLE PATHS. PAVED MULTI-USE TRAILS.

~~Whenever a useable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway. Motorized bicycles, gas-powered minibikes and off-road motorcycles 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.

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.—

b. Electric scooters, gas-powered minibikes, off-road motorcycles, 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, gas-powered minibikes, off-road motorcycles 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 renewing Bing Bang as the agency of record for Marketing & Advertising Agency Services

Summary:

City staff recommends renewing our agreement with Bing Bang for FY26. Over the past year, Bing Bang has delivered high-quality content and strategic marketing that supports Newton's goals of promoting our community and driving economic growth. This renewal allows us to build on the progress made and continue elevating the "Get to Know Newton" brand.

Financial Impact:

\$73,906.25 from the approved FY27 community marketing budget (Hotel/Motel tax funds and TIF funds).

Report Number: 2026-567**Date:**

June 1, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has partnered with Bing Bang as its agency of record for marketing, advertising, and creative services supporting the Get to Know Newton tourism campaign. The current agreement concludes June 30, 2026. Based on successful collaboration and measurable deliverables that align with the city's brand, staff recommends renewing the agreement for FY27, covering July 1, 2026 through June 30, 2027.

The agreement includes the following services:

- Website Optimization + Hosting/Maintenance — Secure website hosting, ongoing maintenance, plugin renewals, entry-level SEO, and content updates to keep GetToKnowNewton.com current and functional.
- Marketing Director & Digital Reporting — Project and timeline management, brand alignment oversight, monthly client syncs, and digital performance reporting.
- Campaign/Digital Strategy — Strategic oversight of the 12-month tourism campaign targeting couples, families, and empty nesters within a two-to-four-hour drive of Newton.
- Storytelling Pieces | Reels — Production of four community stories filmed across two shoot days, each featuring a long-form video and a social reel.
- Digital Media Buying & Execution — Strategic media buying and execution of the 12-month digital campaign, including programmatic audio, pre-roll video, addressable streaming (OTT/CTV), and retargeting with foot traffic measurement.
- Year Campaign Development & Creation — Development and production of all creative assets, including streaming audio ads, pre-roll video ads, OTT/CTV spots, display ads, professional voice-over, and campaign copywriting.

The total cost of the agreement is \$73,906.25 for the fiscal year July 1, 2026 through June 30, 2027. This expenditure would be paid from the FY27 Community Marketing budget.

Bing Bang has demonstrated value as a strategic partner. Their work has increased awareness of Newton's strengths, advanced the city's long-term marketing vision, and supported alignment with the State Tourism Office and Envision Newton 2042 Comprehensive Plan. Renewing this agreement ensures brand consistency, maintains campaign momentum, and allows the city to

continue delivering high-quality engagement with residents, businesses, and visitors.

Recommendation:

Staff recommends Council approve the resolution renewing the agreement with Bing Bang for Marketing & Advertising Agency Services for FY27.

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 RENEWING BING BANG AS THE AGENCY OF RECORD FOR
MARKETING & ADVERTISING AGENCY SERVICES.**

WHEREAS, the City's Envision Newton 2042 Comprehensive Plan 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 Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole; and

WHEREAS, Bing Bang is an award-winning marketing agency known for assisting its clients to share their story through the power of strategy, content creation, and digital; and

WHEREAS, Bing Bang provided full-service marketing and advertising services in FY26 that assisted City staff with all aspects of marketing and advertising Newton in line with the City's Comprehensive Plan; and

WHEREAS, the Community Marketing Manager will continue to work closely with Bing Bang for content creation, media buying, video production, and agency representation; and

WHEREAS, the City Council finds it to be in the best interest of the City of Newton to renew this agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution authorizes City staff to retain Bing Bang for Marketing & Advertising Agency Services in the amount of \$73,906.25 for FY27, funded from the community marketing budget—including Hotel/Motel tax funds and TIF funds—billed monthly from July 1, 2026 through June 30, 2027.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON MARKETING & ADVERTISING MANAGEMENT SERVICES

This agreement outlines the marketing management services retained by the City of Newton, Iowa from Bing Bang on July 1, 2026 for agency of record status, creative services and media buying. This agreement shall remain in effect until June 30, 2027; with the intent that discussion on renewal of the agreement to begin 90-days prior to the expiration.

Bing Bang has provided the following scope of services and pricing; each service includes a brief explanation.

Website Optimization + Hosting/Maintenance **\$6,825**

This project provides reliable website hosting, regular maintenance, and timely plugin renewals to keep the site secure and functioning smoothly. It also includes entry-level SEO work, content updates, and enhancements to improve user experience and ensure information stays current. With secure hosting, ongoing support, basic SEO optimization, and regular content updates, we ensure your website remains fast, secure, and engaging for visitors.

Marketing Director & Digital Reporting **\$4,200**

Think of this service as the bridge between your big-picture strategy and the day-to-day work it takes to get things done. Acting as a true extension of your team, we manage the timelines, keep everyone on the same page, and make sure everything we produce stays completely on-brand and on-target. To keep projects moving smoothly and driving real results, we combine hands-on guidance with deep-dive digital reporting & analysis. You'll always know exactly where things stand. We stay perfectly aligned through our monthly client syncs and ongoing communication with the City's Community Marketing Manager and the individuals we highlight for video storytelling pieces.

Campaign/Digital Strategy **\$2,100**

This project provides strategic oversight for the City of Newton's 12-month tourism campaign running from July 2026 to June 2027. The core objective is to build brand awareness and drive both overnight stays and day-trip visits. Positioning GetToKnowNewton.com as the central hub, our strategy will create an emotional connection with key target audiences: couples, families, and empty nesters within a 2-to-4-hour drive by highlighting Newton's authentic downtown, local dining, and accessible outdoor spaces.

Storytelling Pieces | Reels **\$22,681.25**

Building on last year's momentum, we are producing four new stories that highlight the people shaping Newton. Filmed across two efficient shoot days (capturing one story each morning and afternoon), these narratives showcase the authentic heart of the community. Each story features a signature long-form video paired with a high-end social reel designed specifically to maximize reach, build buzz, and drive traffic directly to the website.

Digital Media Buying & Execution **\$26,400**

Coming off the clear success of the Travel Iowa digital campaign, this strategic direction is proven and highly effective. This investment covers the strategic media buying and active execution of Newton's 12-month digital campaign. The primary goal is to build powerful brand awareness and drive overnight and day-trip visits from key regional markets. To maximize your return on investment, we utilize a dynamic media spend model. This ensures your budget is deployed precisely when it will have the highest impact, actively driving website engagement and measurable physical foot traffic to the city.

- **High-Impact Months (\$3,300/month):** July 2026, August 2026, December 2026, and June 2027.
- **Keeping the Buzz Months (\$1,650/month):** September–November 2026 and January–May 2027.
- **Programmatic Audio:** Premium audio ad placements on platforms like Spotify to generate brand awareness beyond traditional radio.
- **Pre-Roll Video:** Highly targeted 15 second video ads that play before other videos that our target demographic watches
- **Addressable Streaming (OTT/CTV):** Highly targeted 30-second non-skippable video on top streaming networks (e.g., Sling TV, Fox, CNN)
- **Retargeting with Foot Traffic:** Follow-up display messaging delivered to users who have previously visited the Get To Know Newton website, combined with location-based tracking to measure the actual physical foot traffic generated by the ads.

Year Campaign Development & Creation **\$11,700**

You cannot launch a successful media campaign without scroll-stopping content for your audience to actually see and hear. This phase covers the complete development, copywriting, and production of all the creative assets required to fuel the digital media strategy and drive visitors to GetToKnowNewton.com.

Project Deliverables Include:

- **Streaming Audio Ads (4):** High-quality audio spots built to capture attention on platforms like Spotify
- **Pre-Roll Video Ads (8):** Engaging short-form video ads tailored for targeted online viewing
- **OTT / Connected TV Ads (7):** Broadcast-quality video spots optimized for top streaming television networks.
- **Display Ads (7):** Visually compelling banner ads designed specifically for retargeting and driving clicks.

- **Professional Voice Over:** High-end audio recording to bring both the audio and video spots to life
- **Campaign Copywriting:** Strategic, conversion-focused messaging crafted for every single ad variation

This agreement between the City of Newton and Bing Bang comes to a total of **\$73,906.25** for the Fiscal Year starting July 1, 2026 through June 30, 2027.

Signed: _____

Bing Bang

Printed Name: _____

Date: _____

Signed: _____

City of Newton

Printed Name: _____

Date: _____

City of Newton Council Report

**Item:**

Resolution approving a service agreement with Flock Safety for LPR cameras

Summary:

Agreement with Flock Safety for the renewal 10 existing cameras and the addition of 5 cameras.

Financial Impact:

2-year agreement not to exceed \$95,000

Report Number: 2026-550**Date:**

June 1, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

In early 2024, in an effort to enhance the use of technology, the Police Department entered into a two-year agreement with Flock Safety, to utilize license plate reading (LPR) cameras in an effort to help deter and solve crime.

LPR technology is a camera system designed to capture vehicle movement throughout the city. The cameras have technology that can read license plates and identify vehicles based on a number of characteristics (color, make, model, configuration, etc.).

Flock cameras are linked to NCIC (National Crime Information Center) and other databases that provide real-time alerts to law enforcement officers. Alerts would be sent instantaneously for stolen vehicles, stolen license plates, wanted people, amber alerts, and silver alerts. The Police Department also has the ability to custom "hot-lists" to add alerts for vehicles associated with criminal activity. In addition to real-time alerts, the Police Department has the ability to search Flock records to identify vehicles traveling to or from the scene of a crime. The Police Department also has the ability to partner with other Flock agencies or users to receive local hot-list alerts from cameras in the network. Flock takes proactive steps to reduce privacy concerns created by data collection. All data collected by the Flock system is the sole property of the Police Department. Flock will not share or use data collected from Flock cameras without the express consent of the Police Department. All flock data has a 30-day retention period. After 30 days, all unused data is permanently deleted. The Flock system has a full audit trail for any system inquiries. System audits would be regularly conducted by the Police Department to ensure compliance with department policies. Data retrieved from Flock cameras is stored securely in AWS Cloud with end-to-end encryption of all data.

Since 2024, the Newton Police Department has utilizing Flock LPR cameras to create leads and solve numerous cases. A few examples are:

- Helped solve the string of Kia thefts in 2025
- Assisted with identifying suspects in a death investigation and narcotics trafficking
- Solved three large-scale credit card skimming cases with dozens of victims
- Solved several burglaries and criminal mischief cases

- Recovered 7 stolen vehicles
- Located missing persons
- 41 Warrant arrests ranging from drug offenses, sexual assault, assault, child endangerment/abuse and theft.
- Forgery and Counterfeiting
- Weapons violations

Due to the success the Police Department has had with Flock Safety cameras, City staff proposes to continue leveraging this technology to enhance public safety with the renewal of a two-year service agreement for 10 existing cameras and five additional cameras at a cost not to exceed \$95,000.

This cost breaks down to \$3000 per camera per year, plus one-time set-up and implementation fees in year one. The implementation fees may be less than quoted if existing infrastructure can be used, thus negating the need for stand-alone proprietary poles. Installation time is 3 months for the additional 5 cameras. Year one costs are estimated at \$50,000 to be funded through 2026 bond proceeds. Year 2 costs will be \$45,000.

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 SERVICE AGREEMENT WITH FLOCK SAFETY FOR LPR CAMERAS

WHEREAS, The Police Department has had tremendous success in increasing public safety by leveraging Flock Safety LPR camera technology over the past two years; and

WHEREAS, the utilization of the existing 10 - Flock Group Inc. branded LPR cameras has been proven to be effective at increasing public safety, deterring criminal activity, and enhancing the effectiveness of criminal investigations; and

WHEREAS, the Police Department proposes a two-year service agreement with Flock Safety for the existing ten cameras and adding five additional cameras.

WHEREAS, total cost for the project would be an amount not to exceed \$95,000 for a two-year agreement; and

WHEREAS, first-year costs are \$50,000 to be funded by the 2026 bond proceeds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve a two-year service agreement with Flock Group Inc. of Atlanta, GA in an amount not to exceed \$95,000, with the first-year cost of \$50,000 being funded through 2026 bond proceeds.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

Randy J Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Flock Safety + IA - Newton PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Engage Success
engage@flocksafety.com

Quote Number: Q-204782
Expiration Date: 06/13/2026

flock safety



ORDER FORM

Customer: IA - Newton PD
Legal Entity Name: IA - Newton PD
Accounts Payable Email: robb@newtongov.org
Address: 101 W Fourth St S Newton, Iowa 50208

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|------------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$45,000.00 |
| Flock Safety Platform | | | |
| Flock Safety Platform - Essentials | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety LPR, fka Falcon | Included | 10 | Included |
| Flock Safety LPR, fka Falcon | Included | 5 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|----------|------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Standard Implementation Fee | \$650.00 | 3 | \$1,950.00 |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 2 | \$300.00 |

| | |
|-----------------------------------|-------------|
| Subtotal Year 1: | \$47,250.00 |
| Annual Recurring Subtotal: | \$45,000.00 |
| Estimated Tax: | \$0.00 |
| Contract Total: | \$92,250.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- The term of this contract shall be from 7/28/2026 to 7/27/2028.

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

If Customer is located in any of the state(s) listed at <https://www.flocksafety.com/legal/state-required-provisions>, the applicable state-required terms set forth therein are incorporated into the Agreement.

Billing Schedule

| Billing Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$47,250.00 |
| Annual Recurring after Year 1 | \$45,000.00 |
| Contract Total | \$92,250.00 |

*Tax not included
*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description |
|--|---|
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Flock Safety Platform - Essentials | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Existing Infrastructure Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |

FlockOS Features & Description

| FlockOS Features | Description |
|--|--|
| Community Network Access | The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases. |
| Unlimited Users | Unlimited users for FlockOS |
| State Network (License Plate Lookup Only) | Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state. |
| Nationwide Network (License Plate Lookup Only) | With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations. |
| Law Enforcement Network Access | The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction. |
| Time & Location Based Search | Search full, partial, and temporary plates by time at particular device locations |
| License Plate Lookup | Look up specific license plate location history captured on Flock devices |
| Vehicle Fingerprint Search | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks. |
| Insights & Analytics | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports. |
| Real-Time NCIC Alerts on Flock ALPR Cameras | Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases. |
| Unlimited Custom Hot Lists | Create a list of vehicles of interest and receive real-time alerts when they're detected by your Flock LPR cameras. |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IA - Newton PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

City of Newton Council Report

**Item:**

Resolution updating the Comprehensive Fee Schedule, Public Works Fees, Solid Waste and Recycling Collection and Disposal Fee

Summary:

The city provides residential garbage and recycling collection by contracted services; this fee covers those expenses

Financial Impact:

Increase of \$0.42 to the recycling/garbage utility fee.

Report Number: 2026-566**Date:**

June 1, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The current solid waste collection and hauling contract was awarded to Dodd's Solid Waste and Recycling in January 2025. The collection of solid waste and recycling is paid for by a monthly fee per dwelling unit as specified in the contract. The initial fee for the collection of solid waste and recycling was set at \$15.00 per dwelling unit per month, further broken down as \$11.00 for solid waste and \$4.00 for recycling. Property owners also pay \$3.55 per dwelling unit per month for solid waste disposal (Newton Sanitary Landfill tipping fees) and recycling, for a total monthly bill per dwelling unit of \$18.55.

Property owners in the City of Newton pay the monthly fee as part of their monthly utility bill for solid waste collection and disposal, described on their bill as RECYCLING/GARBAGE. This fee covers the cost to Dodd's for collection, as well as the disposal of solid waste at the Newton Sanitary Landfill and the recycling of materials at a licensed recycling facility.

The contract stated that the rate per dwelling unit shall be adjusted on July 1, 2026, July 1, 2027, July 1, 2028, and July 1, 2029 by the percentage change in the CPI-U for the most recent 12-month period available. Per the U.S. Bureau of Labor Statistics, the 12-month unadjusted percent change to the CPI-U between April 2025 and April 2026 is 2.8%. A 2.8% increase to the collections portion of the current rate per dwelling unit will increase the rate (paid to Dodd's) from \$15.00 to \$15.42.

To ensure that solid waste disposal and recycling fees are also not subsidized by the general fund, City staff recommends a 2.8% increase to that portion of the bill, increasing it \$0.10 from \$3.55 to \$3.65.

The current fee of \$18.55 per residential unit would then be increased by 52 cents to \$19.07, effective July 1, 2026.

Recommendation:

Council approval of the attached resolution to adjust the solid waste and recycling fee, effective July 1, 2026.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE,
PUBLIC WORKS FEES, BY ADDING SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL FEE**

WHEREAS, the current solid waste collection and hauling contract was awarded to Dodd's Solid Waste and Recycling in January 2025; and

WHEREAS, the contract stated that the rate per dwelling unit shall be adjusted on July 1, 2026, July 1, 2027, July 1, 2028, and July 1, 2029 by the percentage change in the CPI-U for the most recent 12-month period available; and

WHEREAS, per the U.S. Bureau of Labor Statistics, the 12-month unadjusted percent change to the CPI-U between April 2025 and April 2026 is 2.8%. A 2.8% increase to the current rate per dwelling unit will increase the rate to \$15.42; and

WHEREAS, to maintain a balanced budget and to ensure that no general funds are needed to cover solid waste collection and disposal, the solid waste collection fee must also be increased. For FY 27, the only change to collection and disposal will be the 2.8% increase for collection, as staff are not aware of any disposal or recycling fee increases. The current fee of \$18.55 per residential unit will be increased by 2.8% to \$19.07, effective July 1, 2026; and

Public Works Fees

| Description | Cost | Notes |
|--|--|---|
| Right-of-Way License Fee | \$30.00 Class A \$20.00 Class B | |
| Right-of-way Permit Fee | \$30.00 per driveway opening or 100 linear feet, not to exceed \$90.00 | |
| Street Closure Application Fee for Construction/Utility | \$20.00 | |
| Fiber Optic License Fee | \$0.06 per lineal Foot (until February 21, 2025) | |
| Fiber Optic License Fee | \$300.00 plus \$0.90 per lineal foot (effective February 22, 2025) | |
| Solid Waste & Recycling Collection & Disposal Fee | \$19.07 per unit, per month, Effective July 1, 2026 | Needs adjusted annually, based on hauler contract adjustment |

WHEREAS, this fee will need to be adjusted annually, based on the increase to Dodd's Trash Hauling and Recycling, per the contractual agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Resolution is hereby approved.

BE IT FURTHER RESOLVED, that the fee for solid waste and recycling shall become effective July 1, 2026.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving Repair of the Ladder Truck

Summary:

Resolution approves the payment to Reliant Fire Apparatus for completion of needed repairs on the ladder truck

Financial Impact:

\$49,525.77 to be paid from the Fire Department budget.

Report Number: 2026-599**Date:**

June 1, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

During annual maintenance completed in 2025, American Test Center found various items on the ladder truck were deficient and required repair. The service work was scheduled with Reliant Fire Apparatus along with our annual inspection and service.

The original estimate to complete the annual service and the required repairs was \$10,000. Inspection and maintenance revealed other issues with the transmission, the pump transmission, and the steering gearbox. The final bill for all the repairs is \$49,525.77.

Recommendation:

Staff recommends approving the repair cost paid to Reliant Fire Apparatus, Inc. of Des Moines, Iowa for a total of \$49,525.77. The funds are to be paid from the Fire Department budget.

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

Matt Muckler, City Administrator

RESOLUTION NO 2026 - _____

RESOLUTION APPROVING REPAIR OF THE LADDER TRUCK

WHEREAS, the Newton Fire Department provides fire protection and ambulance service to the City of Newton, the City of Lambs Grove, and the Newton Rural Benefitted Fire District, and

WHEREAS, the City of Newton has a ladder truck that has been taken out of service for repairs, and

WHEREAS, the original estimate from Reliant Fire Apparatus, Inc. of Des Moines, Iowa for the work was \$10,000 and during the inspection and service the repair of additional work, including the repair of the transmission, pump transmission, and steering gearbox, was needed and the repairs to the truck will cost \$49,525.77, and

WHEREAS, the repairs will allow the fire department bring the ladder back into compliance, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa the repair of the ladder truck and payment to Reliant Fire Apparatus, Inc. of Des Moines, Iowa in the amount of \$49,525.77 is approved and the funds are to be paid from the Fire Department budget.

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Randy J. Ervin, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk