



Newton City Council Agenda

June 15, 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. Greater Newton Area Chamber of Commerce Update - Ella White, Executive Director

Citizen Participation

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

Consent Agenda

4. June 1, 2026 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Lucky Wife Wine Slushies (Triple K Sips, LLC), 303 W 4th St N, Special Class "C" Retail Alcohol License with outdoor service for July 28 and Sept 1, 2026 Farmers Markets; Newton Quickstop (formerly World To Go), 403 1st Ave E, Class E Retail Alcohol License, pending state and local approval; Walmart Supercenter #748 - LE0000974, 300 Iowa Speedway Dr, Class E Retail Alcohol License renewal
6. Approve 2026-2027 Cigarette/Tobacco/Nicotine/Vapor Licenses for the following: Elite Mart, LLC, 404 S 11th Ave W; Love's Travel Stop #361, 4400 S 22nd Ave E; Newton Quickstop (formerly World To Go), 403 1st Ave E
7. Resolution Reappointing Robert O'Brien & Samantha Forbes Winchell to the Newton Downtown Self-Supported Municipal Improvement District Board for a Term Ending June 30, 2028
8. Resolution Reappointing Rita Baker to serve on the Library Board of Trustees for a term ending June 30th, 2032
9. Resolution Reappointing Darcy Soule to the Library Board of Trustees for a term ending June 30th, 2032

10. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-09)
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule 26-10)
12. Resolution Authorizing Fund Transfers in FY 26/27
13. Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2026-2027
14. Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2027
15. Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2027
16. Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2027
17. Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)
18. Resolution Approving the Fixed Base Operator salary for the Newton Municipal Airport in accordance with the previously approved Airport Management Contract
19. Resolution approving amendment #1 to the professional services agreement for the E 12th St and 1st Ave E Stormwater Improvements Project
20. Resolution Approving Payment for Temporary Demolition Easement at #4 Bungalow Court
21. Resolution Approving the Acquisition of Right-of-Way for the Extension of North 9th Avenue East from Newton Housing Development Corporation
22. Resolution approving a 28E agreement with Jasper County for the S 24th Ave W Bridge Replacement Project
23. Resolution amending resolution 2025-258 N.E. Pump Station Improvements
24. Resolution Approving Agreement for Credit Card Services Program
25. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area
26. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the North Central Urban Renewal Area
27. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Fairmeadows North Urban Renewal Area
28. Resolution setting a public hearing for the sale of City owned property at 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, Newton, Jasper County, Iowa
29. Resolution setting public hearing for the sale of City owned property at 510 West 3rd Street North, Newton, Jasper County, Iowa
30. Approve Bills

Public Hearing

31. Public Hearing on a resolution adopting the FY27 through FY31 Capital Improvement Plan (CIP)

- The FY27–FY31 Capital Improvement Plan (CIP) was developed using City Council’s approved goals, the latest Comprehensive Plan update, and department director input on project and equipment needs. The CIP outlines funding sources and planned capital projects and equipment purchases across all City departments over the next five years.
- Projects and equipment purchases planned for FY27 align with the FY27 budget. The FY28–FY31 portions of the CIP will be updated as needed during future budget cycles. All projects and purchases in the CIP remain subject to revision at any time based on City Council direction.

32. Resolution adopting the FY27 through FY31 Capital Improvement Plan (CIP)

33. Public Hearing on an Ordinance amending City of Newton Code of Ordinances Title XV: Land Usage, Chapter 158: Zoning to add Group Living Facility to the C-CBD: Central Business District List of Permitted Uses.

- The applicant, Focuss Inc. has requested a zoning ordinance text amendment to allow for Group Living Facilities to be a permitted use within the C-CBD: Central Business District Commercial Zoning District to accommodate their future plans.
- At their meeting on June 2, 2026, the Planning and Zoning Commission reviewed and unanimously voted (7-0) to not make a change to the current list of permitted uses in the C-CBD: Central Business District Commercial Zoning District.

34. First Consideration on an Ordinance amending City of Newton Code of Ordinances Title XV: Land Usage, Chapter 158: Zoning to add Group Living Facility to the C-CBD: Central Business District List of Permitted Uses.

35. Public Hearing on a resolution approving the 80-20 Voluntary Annexation into the City of Newton of property located in Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

- A request to annex property into the City has been made by two property owners in the vicinity of North 19th Avenue East and East 19th Street North.
- This annexation qualifies as voluntary under Iowa Code because owners of more than 80% of the land have signed the application.
- Annexation supports future economic development for Newton.

36. Resolution approving the 80-20 Voluntary Annexation into the City of Newton of property located in Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

Ordinance

37. Second 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

- 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.

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

- The community has seen an increased number of cat issues in recent years and proposes an ordinance to help control the cat population.
- The proposed ordinance limits the number of cats a resident may own or harbor and establishes guidelines for a Trap-Neuter-Return (TNR) program.

Resolution

39. Resolution Approving Land Purchase to Meet Setback Requirements for the Construction of Four New Alluvial Wells

- The Water Treatment Division operates 18 alluvial wells, many of which are 20 to 70 years old and have reached or exceeded their useful service life. The 2023 Water Supply and Treatment System Facility Plan identified the need to replace several wells to maintain a reliable and sustainable water supply system.
- On Oct. 25, 2025, City Council approved an engineering services agreement with Strand Engineering & Assoc. to design the replacement of four alluvial wells. Iowa DNR regulations require a 200-ft setback from farming operations for shallow public water wells, requiring additional property acquisition.
- City staff successfully negotiated the purchase of an adjacent parcel from a neighboring landowner. Staff recommends approval of the land purchase, utilizing Water Enterprise Funds, to accommodate construction of four alluvial wells.

40. Resolution authorizing the Public Works Civil Engineer Technician I at Range 4, Entry, or Public Works Civil Engineer Technician II at Range 6, Entry, depending on qualifications, on the City of Newton Salary Schedule Matrix

- The Civil Engineer Technician (CET) Trainee position has been successful in providing public works with staff meeting all necessary educational requirements and skills.
- The DMACC civil engineering technician program is currently paused and is no longer accepting new students. No other local colleges currently have a remote learning CET program.
- To potentially fill the open CET position, staff is recommending changing the trainee position to CET 1 or 2 based on

qualifications. Expected additional salary of \$3,721 - \$12,135, will be paid by 90% non-general funds.

41. Resolution Approving a D&D 2.0 Grant for 1030 East 7th Street North, Newton, Jasper County, Iowa
 - The City's D&D 2.0 program incentivizes private entities to participate in D&D work.
 - The new buyer of dilapidated property at 1030 E. 7th St. N. proposes to demolish the home and small garage.
 - Subject property has been identified in the past as a potential candidate for this program.
 - Owner proposes total investment of approx. \$55,000 for acquisition and demolition, and requests a \$20,000 grant.
42. Resolution approving a rate increase for City Attorney prosecution services
 - The City contracts with Brick Gentry P.C. for prosecutions and other general legal services
 - The hourly rate for prosecutions is currently at \$150 per hour and Brick Gentry P.C. has requested an increase to \$200 per hour to align with the general legal services rate
 - This change would result in a yearly increase of \$17,500
43. Resolution updating the Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery and Fee Schedule
 - In order to ensure that burials occur during daylight hours to maintain a safe working environment, it is desirable to amend the interment hours at the cemeteries. Sundays and City Holidays would still be allowed with permission from the Community Development Director at double the weekday rate.
 - This amendment prohibits the spreading of ashes on cemetery grounds.
 - A late arrival penalty fee that was included in an earlier proposal has been removed.
44. Resolution approving the Purchase of 507 North 2nd Avenue West for the Dangerous and Dilapidated Program
 - The home at 507 North 2nd Avenue West is a prime candidate for the D&D Program.
 - A purchase price of \$12,000 has been negotiated with the owner, less than the \$15,000 assessed land value.
45. Resolution approving change order # 1 for the 2026 City Wide HMA project

- The 2026 City-Wide HMA Resurfacing Project, awarded to Manatt's Inc. at a contract price of \$247,369.66 under budget.
- Over the past several years, the pavement in the north gutter line at the intersection of S 5th Ave E and E 8th St S has begun to decline due to poor subgrade and drainage conditions.
- Manatt's Inc. has proposed a price of \$16,400 to replace the sub-base and pavement, which will be paid from road use tax funds.

46. Resolution awarding the purchase of fire equipment for the new ladder truck

- The Fire Department is receiving a new ladder truck in the fourth quarter of 2026.
- The vehicle will be outfitted with equipment according to national standards and operational needs.
- This purchase is part of the budgeted total amount.

47. Resolution awarding the purchase of radio equipment for the new ladder truck

- The Fire Department is receiving a new ladder truck in the fourth quarter of 2026.
- The vehicle will be outfitted with radio equipment according to national standards and operational needs.
- This purchase is part of the budgeted total amount.

48. Resolution awarding the purchase of thermal imaging equipment for the new ladder truck

- The Fire Department is receiving a new ladder truck in the fourth quarter of 2026.
- The vehicle will be outfitted with thermal imaging equipment according to national standards and operational needs.
- This purchase is part of the budgeted total amount.

Mayor/Council Comments

49. Mayor and Council Comments

Adjourn

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

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
JUNE 1, 2026, 6:00 PM

Pledge

Pledge of Allegiance

Mayor Ervin asked everyone present to join in saying the Pledge of Allegiance.

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Ervin presided. Present Council Members: Mills, Roth, Dalton, Hallam, Simbro, Holschuh. Absent: None.

Presentation

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

Clayton and Langel reviewed employee benefits that affect budget decisions and plan enhancements. The City's self-funded health insurance data supports the exciting news that we have finished the year under budget. The City has done a good job of managing plan costs. Employees will not see any changes for the upcoming plan year. Holmes Murphy recently hosted open enrollment.

Citizen Participation

3. There was no citizen participation.

Consent Agenda

Moved by Mills, seconded by Hallam to approve consent agenda items 4-21. AYES: Six. NAYS: None. Consent Agenda was adopted.

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 26-09)
Resolution 2026-195 adopted.

8. Resolution Approving the FY25 Audit for the City of Newton
Resolution 2026-196 adopted.

9. Resolution Extending the Maturity Date of the City's Water Revenue Loan and Disbursement Agreement Anticipation Project Note
Resolution 2026-197 adopted.

10. Resolution Approving an Agreement with the Newton YMCA for Fiscal Year 2027
Resolution 2026-198 adopted.

11. Resolution authorizing the purchase of a front-end loader snow plow blade for the Public Works Department
Resolution 2026-199 adopted.

12. Resolution approving the purchase of three multi-stage pumps and two motors for the Newton Sanitary Landfill
Resolution 2026-200 adopted.

13. Resolution awarding a contract for the Landfill Lower Shop Insulation Project
Resolution 2026-201 adopted.

14. Resolution approving change order #1 and accepting completion of the Aurora Park parking improvement Project
Resolution 2026-202 adopted.

15. Resolution amending resolution 2026-145 accepting completion of the Scale house Electrical Generator Installation Project
Resolution 2026-203 adopted.
16. Resolution approving change order #3 for Westwood Golf Course Bridge Replacement and Repairs Project
Resolution 2026-204 adopted.
17. Resolution authorizing the purchase of a 24' Tilt Deck Trailer for the Public Works Department
Resolution 2026-205 adopted.
18. Resolution Setting a Date for a Public Hearing on the FY27-FY31 Capital Improvement Plan (CIP)
Resolution 2026-206 adopted.
19. Resolution Approving an Agreement with JP Party Rentals LLC for Fourth of July Celebration 2026
Resolution 2026-207 adopted.
20. Resolution approving a PSA for Arbor Estates Wetlands design
Resolution 2026-208 adopted.
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
Mayor Ervin stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Public Works Director Joe Grife clarified that the majority of these funds are coming from the North Central TIF funds leftover from the previous N. 2nd Ave. E. Streetscape Project that came in under budget, with the rest of the funds coming from the Road Use Tax fund., not the General Fund. Funding has already been allocated for this. Moved by Mills, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
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
Moved by Roth, seconded by Simbro to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.
24. Public Hearing on a resolution awarding the 2026 Downtown Streetscape Improvements Project
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 Mills, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
25. Resolution awarding the 2026 Downtown Streetscape Improvements Project
Moved by Hallam, seconded by Roth to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-209 adopted.

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"
Moved by Hallam, seconded by Simbro to adopt the Third Consideration of the Ordinance. Terri McKinney, Board Treasurer/Secretary of Lucy's Pet Pantry and Neuter is Cuter Coordinator, spoke to explain that cats do not respect property lines and requested that clarification be added to the wording found in § 90.20 COMMUNITY CATS, Section (C) Returning Community Cats to Area. Roth expressed the same concerns with the language in aforementioned Section. Attorney Matt Brick stated options to move forward with passing the Ordinance with the corrected language, or amending the language and start the process over. Moved by Roth, seconded by Mills to amend the language in § 90.20 (C) and place the First Reading of the Ordinance, as amended, on the June 15, 2026 City Council Agenda. AYES: Six. NAYS: None. Motion on the amendment passed. No vote taken on the Third Consideration of the Ordinance.

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"
- Moved by Mills, seconded by Holschuh to approve the second consideration of the Ordinance. Special visuals will be created by the City to use as an educational tool to inform the community of the new rules. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved. The need for prompt action was stressed given the summer season and the increased presence of children and families outdoors. Motioned by Mills, seconded by Dalton to waive the third consideration of the Ordinance in the interest of public safety. AYES: Six. NAYS: None. Motion to waive third consideration passed. Moved by Mills, seconded by Hallam to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2486 was adopted.

Resolution

28. Resolution renewing Bing Bang as the agency of record for Marketing & Advertising Agency Services
- Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-210 adopted.
29. Resolution approving a service agreement with Flock Safety for LPR cameras
- Moved by Mills, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-211 adopted.
30. Resolution updating the Comprehensive Fee Schedule, Public Works Fees, Solid Waste and Recycling Collection and Disposal Fee
- Moved by Mills, seconded by Roth to adopt the Resolution. Dodd's Trash Hauling was commended for their service to the community. Roth asked whether the City incurred additional costs from the 2020 derecho cleanup and what would happen if a similar disaster occurred again. Utilities Director Jody Rhone explained that City staff—primarily Public Works employees—collected more than \$1 million in yard waste debris, with costs reimbursed through FEMA. Dodd's followed its standard per-resident trash bag limit, but also went above and beyond to assist customers during this time. Rhone noted that FEMA would provide assistance again if a similar natural disaster occurred. AYES: Six. NAYS: None. Resolution 2026-212 adopted.
31. Resolution Approving Repair of the Ladder Truck
- Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-213 adopted.

Staff Report

32. How to Apply for Permits Online — Nick Alexander, City Planner
- Alexander offered a quick overview of the Community Development permit process that has moved fully online, offering easier tracking for both the applicant and City staff. A fence permit was used as an example.

Mayor/Council Comments

33. Mayor and Council Comments
- Hallam reminded everyone that Newton Fest and the Newton Alumni Association's event-filled weekend (found on Newtonfest.org) will be coming up June 12-13, which kicks off with a pool party. Mills thanked everyone for their interest in public safety and support of the evening's actions, including waiving the third reading of the recreational vehicle ordinance. Mayor Ervin emphasized the importance of maintaining the community's momentum. After attending a recent NHDC meeting, he was encouraged by new growth and home construction in older neighborhoods. He noted the need to stay informed on state legislation and franchise fee options. Council and staff will need to navigate future challenges and face difficult decisions while keeping residents' best interests at the forefront. He concluded that the community has much to be excited about as it continues to grow.

Adjourn

Moved by Dalton, seconded by Mills to adjourn the meeting at 7:12 P.M. Motion unanimously carried by voice vote.

RESOLUTION NO. 2026 – _____

**RESOLUTION RE-APPOINTING ROBERT O'BRIEN &
SAMANTHA FORBES WINCHELL TO SERVE ON THE
NEWTON DOWNTOWN SELF-SUPPORTED MUNICIPAL
IMPROVEMENT DISTRICT BOARD FOR A TERM ENDING
JUNE 30, 2028.**

WHEREAS, Robert O'Brien, Dairy Queen, 203 1st Avenue East, in Newton, and Samantha Forbes Winchell, Forbes Office Solutions, 102 North 2nd Avenue East, in Newton, currently serve on the Newton Self-Supported Municipal Improvement District Board, and their terms will expire on June 30, 2026; and

WHEREAS, Robert O'Brien and Samantha Forbes Winchell have expressed an interest in continuing to serve on the board, and are qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Robert O'Brien and Samantha Forbes Winchell are hereby appointed to the Newton Downtown Self-Supported Municipal Improvement District Board for terms ending June 30, 2028.

PASSED this 15th day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2026- _____

**RESOLUTION REAPPOINTING RITA BAKER TO THE LIBRARY
BOARD OF TRUSTEES FOR A TERM ENDING JUNE 30, 2032**

WHEREAS, Rita Baker currently serves on the Library Board of Trustees with a term ending on June 30th, 2026; and

WHEREAS, Rita Baker has expressed interest in continuing to serve on the Library Board of Trustees and is qualified to do so;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that Rita Baker is hereby appointed to the Library Board of Trustees for a term ending June 30, 2032.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro tem

ATTEST:

Katrina Davis, Admin. Services Manager

RESOLUTION NO. 2026- _____

**RESOLUTION REAPPOINTING DARCY SOULE TO THE LIBRARY
BOARD OF TRUSTEES FOR A TERM ENDING JUNE 30, 2032**

WHEREAS, Darcy Soule currently serves on the Library Board of Trustees with a term ending on June 30th, 2026; and

WHEREAS, Darcy Soule has expressed interest in continuing to serve on the Library Board of Trustees and is qualified to do so;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that Darcy Soule is hereby appointed to the Library Board of Trustees for a term ending June 30, 2032.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro tem

ATTEST:

Katrina Davis, Admin. Services Manager

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-09)

Summary:

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

Financial Impact:

Cost Recovery: \$2,500.00

Report Number: 2026-661

Date:

June 15, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$2,500.00.

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

With the approval of this resolution, the costs expended by the City for the abatement of nuisances will be placed on the taxes as a special assessment for each property.

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-09).

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 26-09)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner’s failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 26-09 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 26-09, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on July 1, 2026, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said schedule to the County Treasurer of Jasper County, Iowa and to publish notice of said certification once each week for two consecutive weeks in the Newton Daily News, a newspaper printed wholly in the English language, published in Newton, Iowa, and of general circulation in Newton, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the City shall send by regular mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice all as provided and directed by Code Section 384.60, Code of Iowa.

PASSED this _____ day of 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 fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule 26-10)

Summary:

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

Financial Impact:

Cost Recovery: \$5,600.00

Report Number: 2026-664

Date:

June 15, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

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

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 26-10)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-10: 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 26-10: 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 26-10: 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 26-10: 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 26-10 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
Reiya Galdino	826355011	1204 N 4th Ave E	Newton	\$269,140	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	EMERSON HOUGH PLACE LOT 6 BLK E	5/1/2026
Joleen Inman	835408017	2109 S 8th Ave E	Newton	\$82,300	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 17A BLK C	5/1/2026
Jason McDowell	835281002	404 E 25th St S	Newton	\$197,340	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 42 BLK T	5/1/2026
Nationstar Mortgage LLC	834187012	412 E 3rd St S	Newton	\$157,550	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	ORIGINAL PLAT S1/2 LOT 18 OUTLOT 20	5/5/2026
AC Capital LLC	827453041	709 E 8th St N	Newton	\$176,070	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	SWALLOW'S SD LOT 4	5/4/2026
Stacie Cleghorn	834152008	310 S 2nd Ave W	Newton	\$52,220	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	ORIGINAL PLAT S 1/2 LOT 7 BLK 18	5/4/2026
Nathaniel Hinrichs	833279008	726 S 3rd Ave W	Newton	\$113,310	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	WOODROW'S SD LOT 11 BLK 3	5/4/2026
Samuel Simons	833257010	228 W 9th St S	Newton	\$112,680	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	JOY'S SD LOT 11 & S 2.5' OF LOT 12 BLK A	5/4/2026
Tammy Smith	834404027	621 E 8th St S	Newton	\$38,180	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	LINCOLN PLACE ADD LOT 6 BLK 13	5/5/2026
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	5/8/2026
Harley & Thermtem Meyer	826301008	1028 E 12th St N	Newton	\$18,350	\$200.00	\$150.00	\$350.00	Mow Grass/Trim We	MARC ESTATES LOT 2	5/8/2026
Paragon Builds LLC	835429021	511 E 27th St S	Newton	\$92,280	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 9 BLK W	5/8/2026
Chad Winslow	834162019	419 W 2nd St S	Newton	\$164,960	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	ORIGINAL PLAT LOT 17 OUTLOT 16	5/8/2026
Randy Cline	835426029	701 E 24th St S	Newton	\$99,210	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 14 BLK O	5/11/2026
Gena Franklin	1304132002	1215 S 16th Ave W	Newton	\$256,760	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	ROBISON'S ADD PLAT 2, LOT 43	5/11/2026
Kerry Pirie	835429007	508 E 26th St S	Newton	\$67,870	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 20 BLK W	5/11/2026
Randall Young	833180004	316 W 13th St S	Newton	\$196,710	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	LARCHWOOD PLACE PLAT I LOT 16	5/11/2026
Abe Property Solutions LLC	833277005	527 1st Ave W	Newton	\$233,190	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	WOODROW'S SD LOT 1 BLK 1	5/4/2026
Dennis Behm	834453010	1215 E 8th St S	Newton	\$225,820	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	CARDINAL HEIGHTS PLAT II, LOT 3	5/4/2026
2C Industries LLC	834228010	310 E 10th St N	Newton	\$72,780	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	EAST HIGHLANDS LOT 9 BLK 2	5/11/2026
2C Industries LLC	833203013	810 N 3rd Ave W	Newton	\$75,600	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AILLAUD'S SD LOT 9	5/13/2026
Nationstar Mortgage LLC	835153005	416 E 12th St S	Newton	\$146,210	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	SCHARF'S SD W 132' OF LOTS B-C-F	5/14/2026
TOTAL:							\$5,600.00			

City of Newton Council Report

**Item:**

Resolution Authorizing Fund Transfers in FY 26/27

Summary:

This Action Approves Fund Transfers in FY 26/27

Financial Impact:

This resolution authorized transfers between City of Newton Funds as approved in the FY27 budget

Report Number: 2026-618

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

Iowa Code section 384.15 was amended in April of 2019 and requires all transfers between City funds to be approved by a Council resolution.

In order to meet the requirements of this amendment, the Council must approve a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred.

During the FY27 budget process and budget adoption, the following transfers were approved:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	General Fund	Reimburse General Fund for Services	72,970
East Mart TIF	Cap Improvements	Reimburse for Capital Improvements	100,000
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	582,759
Road Use Tax	General Fund	Reimburse General Fund for Services	8,214
Cardinal Ridge TIF	Housing Initiative	Reimburse Housing Initiative for Infrastructure	34,200
Landfill	General Fund	Reimburse General Fund for Services	208,069
LOST Fund	Debt Service	35% of Local Option Tax Receipts - Property Tax Relief	787,500
WPC Fund	General Fund	Reimburse General Fund for Services	203,179
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	209,072
N Central TIF	Debt Service	Principal & Interest Payments	854,154
1 st Ave E TIF	Debt Service	Principal & Interest Payments	64,838

1 st Ave E TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
1 st Ave E TIF	General Fund	Reimburse General fund for Services	84,445
Storm Water	General Fund	Reimburse General fund for Services	8,069
Water Fund	General Fund	Reimburse General fund for Services	113,179
Water Fund	Debt Service	Principal & Interest Payments	95,700

2026A transfers to Debt Service from 3 funds were not known during the budget process and as of May 7, 2026 the final payment schedules have been received by the City and are listed below for FY27:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
N Central TIF	Debt Service	Principal & Interest 2026A Bond	8,750
1 st Ave E TIF	Debt Service	Principal & Interest 2026A Bond	59,850
Fairmeadows N TIF	Debt Service	Principal & Interest 2026A Bond	27,475

Recommendation:

Staff recommends approving the budgeted transfers between funds for fiscal year 2026/27.



Matt Muckler, City Administrator

RESOLUTION NO. 2026– _____

RESOLUTION ATHORIZING FUND TRANSFERS IN FY 26/27

WHEREAS, Iowa Code section 384.15 was amended in April of 2019; and

WHEREAS, this amendment requires all cities in Iowa to approve by resolution all transfer amounts between funds; and

WHEREAS, this resolution must include a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred; and

WHEREAS, the budgeted FY26/27 not to exceed transfers are as follows:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	General Fund	Reimburse General Fund for Services	72,970
East Mart TIF	Cap Improvements	Reimburse for Capital Improvements	100,000
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	582,759
Road Use Tax	General Fund	Reimburse General Fund for Engineering Services	8,214
Cardinal Ridge TIF	Housing Initiative	Reimburse Housing Initiative for Infrastructure	34,200
Landfill	General Fund	Reimburse General Fund for Services	208,069
LOST Fund	Debt Service	35% of Local Option Tax Receipts - Property Tax Relief	787,500
WPC Fund	General Fund	Reimburse General Fund for Services	203,179
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	209,072
N Central TIF	Debt Service	Principal & Interest Payments	854,154
1 st Ave E TIF	Debt Service	Principal & Interest Payments	64,838
1 st Ave E TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
1 st Ave E TIF	General Fund	Reimburse General fund for Services	84,445
Stormwater Fund	General Fund	Reimburse General Fund for Services	8,069
Water Fund	General Fund	Reimburse General fund for Services	113,179
Water Fund	Debt Service	Principal & Interest Payments	95,700

NOW THEREFORE, BE IT RESOLVED that the budgeted fund transfers for FY26/27 be approved.

NOW THEREFORE, BE IT FURTHER RESOLVED that the 2026A transfers to Debt Service from 3 funds were not known during the budget process and as of May 7, 2026 the final payment schedules have been received by the City and are listed below for FY27:

N Central TIF	Debt Service	Principal & Interest 2026A Bond	8,750
1 st Ave E TIF	Debt Service	Principal & Interest 2026A Bond	59,850
Water Fund	Debt Service	Principal & Interest 2026A Bond	27,475

NOW THEREFORE, BE IT RESOLVED that the 2026A fund transfers to Debt Service for FY26/27 be approved.

PASSED this 15th 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 Allocation of Local Option Sales and Service Taxes for Fiscal Year 2026-2027

Summary:

This Resolution formally allocates the Local Option tax revenues per the adopted 2026-27 budget.

Financial Impact:

Appropriates approximately \$2,250,000 per the adopted 2026-27 budget

Report Number: 2026-629

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The voters of the City of Newton instituted a one-cent Local Option Sales and Service Tax in 2006. The approval language on the ballot required that at least 35% of the tax collections be utilized for property tax relief. The remainder of the taxes could be used for any other governmental purpose.

The City has budgeted to satisfy the property tax relief requirement by transferring 35% of the sales tax revenues directly to the City's Debt Service fund. For the 2026-27 fiscal year, \$787,500 of the budgeted \$2,250,000 in local option sales tax has been applied to the debt service fund. This "buys down" the City's tax levy by over \$1.12 per \$1,000 of taxable valuation.

In addition to property tax relief, when the Local Option Sales and Service Tax was originally passed, it was made clear that an acceptable use of those funds would be to assist local community organizations. Through its budgeting process for the 2026-27 fiscal year, the City Council received requests from several community agencies for funding. The following amounts were approved in the adopted budget:

Heart of Iowa Regional Transit Agency	\$ 35,251
Newton YMCA	\$ 18,000
Retired Senior Volunteer Program	\$ 15,000
United Way of Jasper County	\$ 15,000

The remainder of the Local Option Sales and Services Tax revenues would go to the City's General Fund. In order to satisfy the requirements of the City's auditors, these funds are to be specified for a particular use, not just remain as general revenues. To that end, the City's adopted 2026-27 budget splits these funds between salaries for the Police, Fire, and Parks departments.

The attached Resolution officially appropriates the Local Option Sales and Service Tax funding for the 2026-2027 fiscal year.

Recommendation:

Staff recommends approval of the attached 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 ALLOCATION OF LOCAL OPTION SALES AND SERVICE TAXES FOR FISCAL YEAR 2026-27

WHEREAS, the voters of the City of Newton have instituted a one-cent Local Option Sales and Service Tax, with a requirement that at least 35% of the tax collections go directly toward property tax relief; and

WHEREAS, the City Council has budgeted for fiscal year 2026-27 certain allocations of anticipated Local Option Sales and Service Tax revenues; and

WHEREAS, the City Council determines the appropriations are legal and that a public purpose will reasonably be accomplished by the allocation of these funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Local Option Sales and Service Taxes be allocated as follows and paid in half-year installments during fiscal year 2026-27:

Entity	Allocation
City of Newton Debt Service Fund	35% of all Local Option Tax revenues
Heart of Iowa Regional Transit Agency	\$ 35,251
Newton YMCA	\$ 18,000
Retired Senior Volunteer Program	\$ 15,000
United Way of Jasper County	\$ 15,000
City of Newton General Fund towards Salaries of Police, Fire, and Parks employees	Remainder of all Local Option Sales and Service Tax revenues after above distributions

; and

BE IT FURTHER RESOLVED the above allocation shall remain in effect for City of Newton’s fiscal year 2026-27 unless subsequently modified by City Council.

PASSED this 15th 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 a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2027

Summary:

Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2027

Financial Impact:

\$35,251 in FY27 as Budgeted from Local Option Sales Tax Funds

Report Number: 2026-630

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with Heart of Iowa Regional Transit Agency outlines what services are expected in FY27 for the City's contribution of \$35,251 of Local Option Tax funds. The contract also requires the of Heart of Iowa Regional Transit Agency to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the Heart of Iowa Regional Transit Agency for Fiscal Year 2027

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH HEART OF IOWA REGIONAL TRANSIT AGENCY
FOR FISCAL YEAR 2027**

WHEREAS, the City of Newton (City) wishes to provide funding to Heart of Iowa Regional Transit Agency in Fiscal Year 2027; and

WHEREAS, during the FY27 budget process, the city council allocated \$35,251 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires Heart of Iowa Regional Transit Agency to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2027 with Heart of Iowa Regional Transit Agency is hereby approved.

PASSED this 15th day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

**HEART OF IOWA REGIONAL TRANSIT AGENCY
FUNDING AGREEMENT WITH THE CITY OF NEWTON**

This Agreement is made and entered into by and between the Heart of Iowa Regional Transit Agency, a transit agency formed pursuant to Iowa Code Chapter 28E (“HIRT”) and Newton, a municipal corporation formed under Iowa law (“City”).

WITNESSETH:

WHEREAS, HIRT was created for the purpose of providing and promoting transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties; and

WHEREAS, City is located in one of HIRT’s member counties; and

WHEREAS, the City and HIRT desire to promote continued economic development within the community, and seek to promote economic development by making transportation services available to individuals who may otherwise not have the ability to travel to and from businesses within the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and HIRT believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which HIRT is being assisted, under the terms and conditions set forth herein.

IT IS AGREED AS FOLLOWS:

- 1. TERM.** The term of this Agreement shall commence upon execution by both parties and continue through **June 30, 2027**.
- 2. REPORTS.** HIRT agrees to submit an annual report to the City by October 1 of each of the years during the term of this Agreement, commencing July 1, 2026. The annual report shall identify the number of trips provided within the City for **fiscal year 2027**, and an accounting of the expenditures of funds provided by the City pursuant to Section 4 of this Agreement.

- 3. SCOPE OF SERVICES.** The Services to be provided by HIRTA to the City include, but are not limited to:
- a. To identify and assess local and regional public transportation needs and changing conditions and to provide a forum of those changes.
 - b. To provide and promote transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties.
 - c. To solicit, accept and expend funds for the purpose set forth above and as authorized by HIRTA's 28E Agreement.
- 4. FUNDING FOR SERVICES.** In exchange for HIRTA's provision of the services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, the City agrees, subject to HIRTA being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Agreement, to provide HIRTA with funding as follows:
- a. The Contractor shall be paid for the services described above as follows:
\$17,625.50 by July 15, 2026 and \$17,625.50 by January 15, 2027.
- 5. WAIVER OF WARRANTY.** HIRTA warrants and represents only that it will work diligently to perform the services required by this Agreement. HIRTA makes no warranty or representation that the services performed pursuant to this Agreement will produce results desired by the City.
- 6. INDEMNIFICATION AND INSURANCE.** HIRTA shall provide adequate coverage to insure its operations. Further, to the extent permitted by law, HIRTA shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors. To the extent permitted by law, the City shall hold harmless HIRTA and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the performance of this Agreement, except to the extent related to neglect or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
- 7. CONFLICT OF INTEREST.** HIRTA shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use.
- 8. GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.

- 9. REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently livered if made in writing and sent by first class mail or personal service to:

FOR THE CITY

Randy J. Ervin, Mayor
City of Newton
101 W 4 St S
Newton, IA 50208

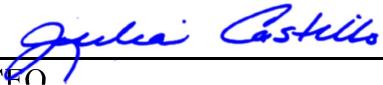
FOR HIRTA

Julia Castillo, Executive Director
2824 104th St.
Urbandale, IA, 50322

- 10. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, the City agrees to pay HIRTA a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then HIRTA shall return to the City the prorated portion of the advance payment for services not rendered before the termination.
- 11. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.
- 12. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and HIRTA.
- 13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding the subject herein and supersedes all previous communications or understandings, whether oral or written.
- 14. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 15. NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint utility, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16. NON-WAIVER. Failure of either party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

HEART OF IOWA REGIONAL TRANSIT AGENCY



CEO

Date 5/28/2026

CITY OF _____

Mayor

ATTEST:

Date _____

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2027

Summary:

Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2027

Financial Impact:

\$15,000 in FY27 as Budgeted from Local Option Sales Tax Funds

Report Number: 2026-631**Date:**

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the Retired & Senior Volunteer Program of Jasper County outlines what services are expected in FY27 for the City's contribution of \$15,000 of Local Option Tax funds. The contract also requires the Retired & Senior Volunteer Program of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2027.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE RETIRED & SENIOR VOLUNTEER PROGRAM
FOR JASPER COUNTY FOR FISCAL YEAR 2027**

WHEREAS, the City of Newton (City) wishes to provide funding to the Retired & Senior Volunteer Program for Jasper County in Fiscal Year 2027; and

WHEREAS, during the FY27 budget process, the city council allocated \$15,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires Retired & Senior Volunteer Program of Jasper County to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2027 with Retired & Senior Volunteer Program for Jasper County is hereby approved.

PASSED this 15th day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the 24 day of April, 2026, between the City of Newton, IA (Funder) and the Retired and Senior Volunteer Program (RSVP) of Jasper County (Sponsored by Jasper County Agricultural Extension District: DBA- Iowa State University Extension & Outreach, Jasper County). An Iowa not-for-profit agency located at 550 N 2nd Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes the HEART Literacy program in Newton's elementary schools, the Tax Assistance Program, the Jasper County Ride Medical Transportation program; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2026, through June 30, 2027:

- A. Tax assistance for members of the community who cannot pay for professional tax consultants and would have difficulty filing their own returns.
- B. Provide transportation services to elderly, low-income, disabled, and veterans to vital appointments such as doctor visits and treatments for chronic diseases.
- C. Additional Community Priority needs identified by the RSVP Program, and other services as needed.
- D. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$7,500 by July 15, 2026 and \$7,500 by January 15, 2027.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.

7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.

8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

Retired & Senior Volunteer Program of Jasper County

Randy J. Ervin, Mayor

Ann M. Leonard
Ann Leonard
Council Chairperson
ISU Extension &
Outreach, Jasper
County
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2027

Summary:

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2027

Financial Impact:

\$15,000 in FY27 as Budgeted from Local Option Sales Tax Funds

Report Number: 2026-632**Date:**

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the United Way of Jasper County outlines what services are expected in FY27 for the City's contribution of \$15,000 of Local Option Tax funds. The contract also requires the United Way of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the United Way of Jasper County for Fiscal Year 2027.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE UNITED WAY OF JASPER COUNTY FOR
FISCAL YEAR 2027**

WHEREAS, the City of Newton (City) wishes to provide funding to the United Way of Jasper County in Fiscal Year 2027; and

WHEREAS, during the FY27 budget process, the city council allocated \$15,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires the United Way to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2027 with the United Way of Jasper County is hereby approved.

PASSED this 15th day of June, 2026.

APPROVED this _____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the 23 day of April, 2026, between the City of Newton, IA (Funder) and United Way of Jasper County, an Iowa not-for-profit agency located at 312 1st Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes health and human service programming; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2026, through June 30, 2027:

- A. Funding health and human service programs serving only Jasper County residents through a grant process;
- B. Ensuring funds received are distributed to programs meeting United Way guidelines, meet measurable objectives, and are distributed responsibly;
- C. Serve as a supporting agency in the wake of an emergency in the community;
- D. Additional Community Priority needs identified by United Way of Jasper County, and other services as needed;
- E. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$7,500 by July 15, 2026 and \$7,500 by January 15, 2027.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.

7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.

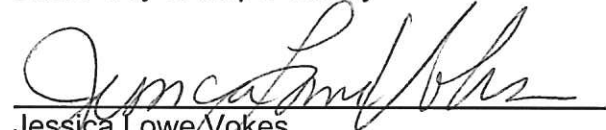
8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

United Way of Jasper County

Randy J. Ervin, Mayor



Jessica Lowe Vokes
United Way of Jasper
County Executive
Director
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)

Summary:

Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)

Financial Impact:

\$735,405 from budgeted funds

Report Number: 2026-679

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

In June 1998, the City Council awarded a bid for property, liability and automobile insurance coverage to Clemon-Maki Insurance Associates using the Iowa Communities Assurance Pool (ICAP). Staff recommended this action because ICAP held a AAA rating which is the highest rating possible; ICAP had coverage limits on a per claim basis as opposed to a total amount of claims basis; more than 280 other city governments in Iowa belong to the ICAP risk pool; the City has a very positive experience with a similar pool (Iowa Municipal Worker's Compensation Association); and ICAP is affiliated with the Iowa League of Cities.

The City continues to reap the same benefits from insuring through ICAP. The 2026 renewal is just over 5% higher than the 2025 premium. We are starting to see increases leveling off after the high number of claims from the hail storm, other losses, inflation, and the increased cost of construction. In addition, we increased the Excess Liability coverage by 1 million. The amount may vary slightly throughout the year depending on equipment and property values between purchases and sales.

Recommendation:

Staff recommend renewing the insurance package with Iowa Communities Assurance Pool.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 - _____

RESOLUTION RENEWING THE INSURANCE PACKAGE WITH IOWA COMMUNITIES ASSURANCE POOL (ICAP)

WHEREAS, the City of Newton has contracted with Iowa Communities Assurance Pool (ICAP) through the local insurance agency Clemon-Maki since 1998; and

WHEREAS, the renewal comes due July 1, of each year; and

WHEREAS, the 2026 renewal is just over 5% higher than the 2025 premium. We are starting to see increases leveling off after the high number of claims from the hail storm, other losses, inflation, and the increased cost of construction. In addition, we increased the Excess Liability coverage by 1 million. The amount may vary slightly throughout the year depending on equipment and property values between purchases and sales;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that staff is authorized to renew the contract with ICAP in the amount of \$735,405.

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Melissa Dalton, Mayor Pro Tem

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving the Fixed Base Operator salary for the Newton Municipal Airport in accordance with the previously approved Airport Management Contract

Summary:

Approving the July 1st FBO salary in accordance with the previously approved Contract.

Financial Impact:

3.8% increase for FY26-27 over FY25-26, or \$142.26 per mo.

Report Number: 2026-633

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

Resolution 2019-113 approved the Fixed Base Operator Lease and Fuel Fee Agreement with Johnson Aviation Inc. As per that agreement, annual salary increases for the FBO are stipulated as follows: The greater of 2% or CPI-U (Consumer Price Index-Urban).

CPI-U for 2026 is 3.8%. This resolution approves the fee increase of 3.8% for Johnson Aviation, Inc. The monthly salary beginning July 1st, 2026 will be \$3,885.92 (previous monthly was \$3,743.66).

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION APPROVING THE FIXED BASE OPERATOR SALARY FOR THE
NEWTON MUNICIPAL AIRPORT IN ACCORDANCE WITH THE PREVIOUSLY
APPROVED AIRPORT MANAGEMENT CONTRACT**

WHEREAS, by Resolution 2019-113 the FBO Lease and Fuel Fee Agreement with Johnson Aviation, Inc. was approved; and

WHEREAS, per the terms of the agreement the FBO salary annual adjustment is based upon the greater of the Consumer Price Index-Urban (CPI-U) or 2.0%, whichever is greater; and

WHEREAS, CPI-U for 2026 is 3.8%;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Fixed Base Operator Monthly Salary paid to Johnson Aviation, Inc. is adjusted by 3.8% to \$3,885.92 beginning July 1, 2026.

PASSED ____ day of June, 2026

APPROVED ____ day of June, 2026

Rany J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving amendment #1 to the professional services agreement for the E 12th St and 1st Ave E Stormwater Improvements Project

Summary:

Approve an amendment to an agreement with HR Green for engineering planning services.

Financial Impact:

\$36,270.00 to be paid from 2025 bonds and 1st Ave E TIF funds.

Report Number: 2026-640

Date:

June 15, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

On May 21, 2024, the City of Newton received heavy rains, resulting in severe flash flooding in multiple locations. One of the hardest hit areas was the intersection of E 12th St and 1st Ave E. Flooding threatened nearby businesses, and flooded automobiles were caught in the waters.

In March, 2025, an agreement with HR Green was approved for professional services related to the design of a two-phase project to reduce flooding. As the design of the second phase of the project neared completion, additional work became necessary to finalize plans. 1st Ave E pavement restoration required a redesign following Iowa DOT review, and six additional easement plats were required than were previously planned for. HR Green has requested an amendment to the original agreement for an additional \$36,270.00 to cover the costs of the additional work.

Recommendation:

Approval of amendment no. 1 to the Professional Services Agreement with HR Green for the E 12th St and 1st Ave E Stormwater Improvements Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING AMENDMENT NO. 1 TO A
PROFESSIONAL SERVICES AGREEMENT FOR THE E 12TH ST
AND 1ST AVE E STORMWATER IMPROVEMENTS PROJECT**

WHEREAS, on May 21, 2024, the City of Newton received heavy rains, resulting in severe flash flooding in multiple locations. One of the hardest hit areas was the intersection of E 12th St and 1st Ave E, threatening nearby businesses and flooding automobiles; and

WHEREAS, staff sought a proposal from HR Green to begin the design and phasing of a project to complete stormwater detention and sewer improvements; and

WHEREAS, in March, 2025, an agreement with HR Green was approved for professional services related to the design of a two-phase project to reduce flooding. As the design of the second phase of the project neared completion, additional work became necessary to finalize plans; and

WHEREAS, 1st Ave E pavement restoration required a redesign following Iowa DOT review, and six additional easement plats were required than were previously planned for. HR Green has requested an amendment to the original agreement for an additional \$36,270.00 to cover the costs of the additional work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$36,270.00 amendment to the Professional Services Agreement with HR Green for the E 12th St and 1st Ave E Stormwater Improvements Project is hereby approved, with the costs to be paid from 2025 bonds 1st Ave E TIF 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



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 4th day of May, 2026 by and between, City of Newton, IA, the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

1st Avenue and 12th Street Drainage Improvements

hereby amends the original Professional Services Agreement dated March 17, 2025 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

1. Redesign the 1st Avenue (U.S Highway 6) pavement restoration specifying reconstruction with full depth PCC, as requested by Iowa DOT on April 7, 2026.
2. Prepare four (4) permanent easement plats and eight (8) temporary easement plats, rather than five (5) acquisition plats and one (1) temporary easement plat.

COMPANY Project Number: 2403428.01

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per current rate schedule with a maximum fee to be increased by thirty-six thousand two hundred seventy dollars (\$36,270.00).

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is two hundred eighty-three thousand two hundred seventy dollars (\$283,270.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF NEWTON

HR GREEN, INC.

A blue ink signature of Teresa Stadelmann, Vice President of HR Green, Inc.

By: Randy Irvin, Mayor

By: Teresa Stadelmann, Vice President

City of Newton Council Report

**Item:**

Resolution Approving Payment for Temporary Demolition Easement at #4 Bungalow Court

Summary:

Approval of payment for temporary demolition easement

Financial Impact:

\$5,000 of First Avenue East TIF Funds

Report Number: 2026-643

Date:

June 15, 2026

Lead Department:

Community Development

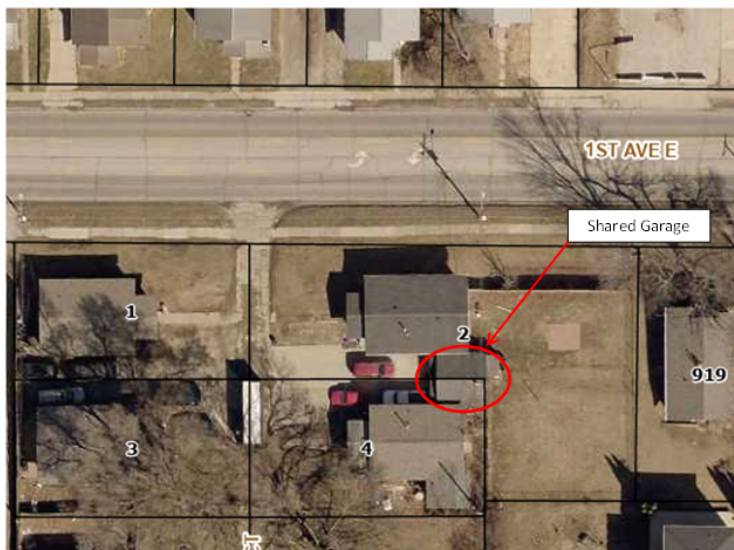
Recommendation:

Approve

Background:

The City acquired #2 Bungalow Court through the D&D program. Demolition has commenced on the house.

The property also includes 1/2 of a garage which is placed upon the shared property line with #4 Bungalow Court. In order to demolish the garage, approval of a demolition easement from the abutting neighbor at #4 Bungalow Court is necessary.



The owner of #4 Bungalow Court has agreed to sign the demolition easement in exchange for funds sufficient to obtain a shed of comparable size. In the most recent letter received by City Staff from the owner's attorney, the following was written:

Mr. Clayton has acquired an estimate from Spring Valley Sheds, L.L.C. for a garage which is slightly wider and significantly less deep than his existing garage... This garage would allow Mr. Clayton the same parking and storage capability that he has now, and costs \$4,995.00 before taxes. Additionally, Mr. Clayton has identified a similarly sized garage from Premier Portable Buildings at a price of \$5,395.00. Mr. Clayton has received several estimates that cost substantially more (upwards of \$10,000.00), but our goal in this matter is to resolve this without taking advantage of the City.

Given the estimates that Mr. Clayton has received, he has given me authority to accept a one-time payment of \$5,000.00 to replace the garage the City wishes to tear down. Once the matter of price is settled, Mr. Clayton is happy to discuss the logistics of tearing down the garage and will execute any documents necessary to carry that objective out.

Staff believes this is a fair exchange for permission to remove the garage and minimize the City's long term maintenance costs.

Edith Muta is the deed holder for #4 Bungalow Court and her son, Daniel Clayton, is the contract buyer. Both contract buyer and deed holder signatures are necessary, and the legal representation for #4 Bungalow Court has indicated that both signatures can be obtained.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING PAYMENT FOR TEMPORARY
DEMOLITION EASEMENT AT #4 BUNGALOW COURT**

WHEREAS, the City owns #2 Bungalow Court, which includes a shared garage with #4 Bungalow Court; and

WHEREAS, it is desirable to demolish the whole garage, including the portion on #4 Bungalow Court; and

WHEREAS, the owner of #4 Bungalow Court agrees to provide the temporary demolition easement in exchange for a payment of \$5,000.00;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the temporary construction easement between the City of Newton and the owner of #4 Bungalow Court and payment of \$5,000 to Daniel Elliott Clayton, using First Avenue East TIF funds, is hereby approved.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

Prepared By/Easement Grantee: City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2318

Contract Holder/Easement Grantor: Daniel Clayton – 4 Bungalow CT– Newton, IA 50208

Legal Description: Lot Fifteen of ENGLES SUB-DIVISION in the City of Newton, Jasper County, Iowa.,

Parcel No: 0834277002

Project: 2026-01 City of Newton Demo or Subsequent City Demo Project

REAL ESTATE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That We the undersigned, Daniel Clayton. (hereinafter called "Property Owner") in consideration of the sum of Five Thousand Dollars (\$5,000.00) to be paid by the City of Newton, Iowa upon final approval of this Easement by the City staff, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

TEMPORARY CONSTRUCTION/DEMOLITION EASEMENT

1. GRANT OF EASEMENT. A construction easement is hereby granted on, under, over, through and across the following described property:

COMMENCING AT THE NORTHEAST CORNER OF LOT FIFTEEN OF ENGLES SUB-DIVISION; THENCE SOUTH 9.0 FEET ALONG THE EAST LINE OF LOT FIFTEEN OF ENGLES SUB-DIVISION; THENCE WEST 20.00 FEET, THENCE NORTH 9.0 FEET; THENCE EAST 20 FEET ALONG THE NORTH LINE OF LOT FIFTEEN OF ENGLES SUB-DIVISION TO THE POINT OF BEGINNING.

Tract contains 180 SQ. FT. and is subject to all easements of record.

2. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, from and after the execution of this easement agreement to and including the day of substantial completion of construction of the public improvement identified below.

3. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to entering upon the temporary easement property for the removal of the shared garage structure in accordance with the Plans and Specifications now on file in the Community Development office in connection with the following specific public improvement: 2026-01 City of Newton Demo Project OR subsequent City of Newton Demo Project, hereinbefore and hereinafter called the "public improvement."

4. ERECTION OF STRUCTURES PROHIBITED. Property Owner shall not erect any structure on, over, under, through, across, or within the temporary easement property during the term of the easement without obtaining the prior written consent of the Public Works Director.

5. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the temporary easement property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the temporary easement property during the term of the easement, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense.

6. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said temporary easement property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said temporary easement property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

7. RESTORATION OF LAND. City shall restore the temporary easement property and adjacent affected right-of-way as nearly as reasonably possible to substantially the same condition it was in prior to City's entry. Area where the structure is demolished will be graded and seeded.

GENERAL PROVISIONS

- A. APPROVAL BY CITY. The easement granted herein shall not be binding until final approval and acceptance by the City of Newton, whereupon City Staff shall be authorized to show such approval and acceptance by execution of said easement.
- B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.
- C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this _____ day of June, 2026.

INDIVIDUAL FEE TITLE PROPERTY OWNER

Daniel Elliott Clayton
Property Owner (Contract) DATE

Address

Edith H. Muta
Property Owner (Deed Holder) DATE

Address

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON
Dated: _____ By: _____

PROPERTY LINE



PROPERTY LINE

2 BUNGALOW CT

PROPERTY LINE

9

20

4 BUNGALOW CT

PROPERTY LINE

Temporary Construction Easement



PROPERTY LINE

DRAWN BY:	BJS	APPROVED:	
DATE:	MARCH 09, 2026	DATE:	
SURVEY DATE:	January 2026		

REVISIONS:	

CONSTRUCTION EASEMENT



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

2026-01 CITY OF NEWTON DEMO PROJECT NEWTON, IOWA

SHEET NO. E.01

City of Newton Council Report

**Item:**

Resolution Approving the Acquisition of Right-of-Way for the Extension of North 9th Avenue East from Newton Housing Development Corporation

Summary:

This action is to acquire the land for the road right-of-way for the extension of North 9th Avenue East for Arbor Estates Third Addition. NHDC is the property owner.

Financial Impact:

No Financial Impact.

Report Number: 2026-648

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:**Background:**

The preliminary plat for Arbor Estates Third Addition was previously approved by Newton City Council. The city will be constructing the road right-of-way. With this, an additional step of obtaining ownership of the land upon which the road improvements will be made is necessary.

The road right-of-way was previously created as part of the Arbor Estates Second Addition Final Plat, which met all adopted City Codes. The final plat was previously recorded at the Jasper County Office of the Recorder. Following approval by City Council, the land could then be transferred by deed to the City of Newton from Newton Housing Development Corporation.

The purpose of this resolution is to confirm that the City is accepting the land for ownership.

Recommendation:

Staff recommends approval of the Resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING THE ACQUISITION OF RIGHT-OF-WAY
FOR THE EXTENSION OF NORTH 9TH AVENUE EAST, FROM NEWTON
HOUSING DEVELOPMENT CORPORATION**

WHEREAS, the City of Newton approved the preliminary plat for Arbor Estates Third Addition, which is owned by Newton Housing Development Corporation, and

WHEREAS, Newton Housing Development Corporation intends to deed the land, upon which the road improvements for Arbor Estates Third Addition will be constructed, to the City of Newton;

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

That the acquisition and acceptance from Newton Housing Development Corporation of the land for the extension of North 9th Avenue East, legally described as follows:

Lot C of Arbor Estates Second Addition – Final Plat in the City of Newton, Jasper County, Iowa, as appears of record in Plat Cabinet A, page 725 in the Office of the Recorder of said County.

is hereby approved.

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a 28E agreement with Jasper County for the S 24th Ave W Bridge Replacement Project

Summary:

Approval of a 28E agreement with Jasper County for the replacement of a shared bridge on S 24th AveW

Financial Impact:

None at this time.

Report Number: 2026-653**Date:**

June 15, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

A portion of the city limits in southwest Newton is located on the centerline of S 24th Ave W. A bridge is located in this area that has been chosen for replacement by the County due to its age, condition, and elevation within the floodplain. Jasper County has proposed entering into a 28E agreement with the City to coordinate its replacement. The bridge does not serve any citizens of the City of Newton but does provide access to a wastewater pump station and the Newton Police Department gun range.

The replacement cost of the bridge, estimated to be \$1,000,000, is eligible for reimbursement through the State of Iowa City Highway Bridge Program. The County, on behalf of the City, will apply for funding, which then must be accepted by the City. The project will be designed and administered by Jasper County. The only cost to the City would be any necessary right-of-way or easement acquisitions or driveway reconstructions for properties within city limits. Both of these items are expected to be at a minimal cost.

The 28E Agreement, if approved, shall be signed by the mayor on behalf of the city. Any non-reimbursable costs will be paid for from available road use tax funds.

Recommendation:

Staff recommends approval of a 28E agreement with Jasper County for the replacement of the S 24th Ave bridge.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION APPROVING A 28E AGREEMENT WITH JASPER COUNTY
FOR THE S 24TH AVE W BRIDGE REPLACEMENT PROJECT**

WHEREAS, a portion of the city limits in southwest Newton is located on the centerline of S 24th Ave W. A bridge is located in this area that has been chosen for replacement by the County due to its age, condition, and elevation within the floodplain; and

WHEREAS, Jasper County has proposed entering into a 28E agreement with the City to coordinate its replacement. The bridge does not serve any citizens of the City of Newton, but does provide access to a wastewater pump station and the Newton Police Department gun range; and

WHEREAS, the replacement cost of the bridge, estimated to be \$1,000,000, is eligible for reimbursement through the State of Iowa City Highway Bridge Program. The County, on behalf of the City, will apply for funding, which then must be accepted by the City; and

WHEREAS the project will be designed and administered by Jasper County. The only cost to the City would be any necessary right-of-way or easement acquisitions or driveway reconstructions for properties within city limits. Both of these items are expected to be at a minimal cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 28-E agreement is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the agreement between the City of Newton and Jasper County is to be signed by the Mayor and City Clerk on behalf of the City, and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute the agreement.

PASSED this ____ day of June, 2026.
APPROVED this ____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

**PROJECT AGREEMENT PROVIDING THE DIVISION OF COSTS AND
RESPONSIBILITIES FOR A BRIDGE REPLACEMENT PROJECT OVER SMALL
NATURAL STREAM ON S 24TH AVE W WEST OF IA 14 0.4 MILES IN THE CITY OF
NEWTON, IOWA**

THIS AGREEMENT is made and entered into this ____ day of _____ 2026, under authority of Iowa Code Chapter 28E, by and between the City Council of the City of Newton, Iowa, hereinafter referred to as the CITY, and the Board of Supervisors of Jasper County, Iowa, hereinafter referred to as the COUNTY. The parties mutually agree as follows:

WHEREAS, Jasper County under Iowa Code 314.5 may maintain any road or street which is an extension of the secondary road within a city; and

WHEREAS, under Chapter 28E, Code of Iowa, the CITY and COUNTY may, as public agencies, enter into an agreement to cooperate in such a way as to provide joint services to their constituents and to cooperate in other ways of mutual advantage; and

WHEREAS, the bridge over the Small Natural Stream, identified by the Federal Highway Administration (FHWA) as 196831 or by the COUNTY as M02M02, on the extension of the County Road known as S 24th Ave W, whose right-of-way is shared between the CITY and COUNTY, and by Iowa Code is considered under the jurisdiction of the COUNTY from IA 14 S west 0.5 miles, and

WHEREAS, preliminary estimated construction and engineering costs of this project are one million (\$1,000,000) and are eligible to be reimbursed from the City Bridge Construction Fund through the City Highway Bridge Program (City Bridge HBP); and

WHEREAS, the CITY and COUNTY, collectively referred to as the RECIPENT, are applying to receive one hundred (100) percent reimbursement of all eligible and properly documented costs from the City Bridge HBP up to a maximum of one million five hundred thousand dollars (\$1,500,000); and

WHEREAS, it is deemed in the best interest of the CITY and COUNTY, and of their respective citizens and businesses that the CITY and COUNTY jointly undertake to provide for the removal and construction of a new bridge at the same location and with the COUNTY providing certain necessary services related to such bridge construction.

1. PURPOSE

- a. The purpose of the Agreement is to specify administration and funding responsibilities for replacement of FHWA 196831 also known as M02 which occupies right-of-way split between the CITY and COUNTY and whose replacement is beneficial for access to the CITY, hereinafter referred to as the Project. The Project includes the roadway approaches and structure and relocation and replacement of property entrances in kind.

2. OWNERSHIP

- a. Upon completion of the Project, the completed bridge will be a bridge of the COUNTY, and the COUNTY shall provide the necessary inspections and maintenance for the new bridge as required.

3. ADMINISTRATION

- a. The COUNTY has been designated as the Lead agency for the Project and hereby consents to that designation. The Jasper County Engineer is the administrator of the Agreement. In addition to other duties, the Jasper County Engineer or designated representative(s) shall act as Project Engineer to accomplish engineering work for each respective party as detailed in the Agreement.

4. TASKS

- a. Except as provided, the Project shall be administered as follows:
 - i. The COUNTY or approved qualified consultants shall provide for geotechnical investigation, topographic and right-of-way survey, preliminary engineering, acquisition plats, contractual administration, resident engineering, and construction inspection; which shall be administered by the Jasper County Engineer or authorized representative(s). The costs to administer these services will be paid by the COUNTY through the Local Secondary Roads Fund.
 - ii. The Jasper County Engineer shall determine when, in his judgment, performance is complete and shall thereafter recommend to the CITY and COUNTY that the Project be finally accepted.
 - iii. The CITY shall complete and pay for acquisitions of right-of-way (ROW) as coordinated by the Jasper County Engineer and Project Engineer where said right-of-way is within the limits of the CITY.
 - iv. The acquisition of right-of-way outside the limits of the CITY will be completed by the COUNTY and costs paid through the COUNTY's Local Secondary Roads Fund.
 - v. The COUNTY shall review and approve routine estimate payments and seek the necessary reimbursement from City Bridge HBP during construction.

5. CONSTRUCTION COSTS

- a. Project construction costs are estimated to be around one million dollars (\$1,000,000)

6. LETTING

- a. The Project shall be let through the Iowa Department of Transportation (Iowa DOT) Office of Contracts. The CITY provides consent for the COUNTY to accept or reject bids.

7. JURISDICTIONAL COSTS

- a. The CITY will be awarded and need to accept the City Bridge HBP Funding. These federal funds shall be administered through the COUNTY Local Secondary Roads Fund.

8. TIMETABLE

- a. The Project shall commence following the effective date of this Agreement, subject to the stated terms and provisions. The COUNTY shall fix reasonable dates thereafter for the receipt of bids and construction of the Project.

9. PROJECT COUNSEL

- a. The City of Newton Attorney and the Jasper County Attorney shall act as legal counsel for their respective parties to carry out this Agreement.

10. HOLD HARMLESS

- a. Each party agrees to indemnify and to hold the other party, its elected officials, officers, agents, employees, successors, and assigns harmless for and against all claims, demands, actions, and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney fees, which the other party, its successors and assigns, may incur or sustain by reason of its failure to legally or timely meet responsibilities imposed herein or by reason of the death or injury of persons or damage to property caused by the failure of such party to fully perform and comply with the terms and obligations of either this Agreement or the construction contract.

11. LIMITATIONS

- a. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased, and each party shall finance its own operations for the duties required pursuant to this Agreement. Materials that are used in construction become part of the road and bridge and shall be held as property thereby.

12. TERMINATION

- a. Either party may terminate this Agreement prior to the award of a contract for the construction of the Project. Notice of termination shall be sent to the other party's principal place of doing business by registered mail and shall specify reasons for termination. The effective date of termination shall be thirty (30) days after receipt of written notice. Any project costs incurred by either party prior to the effective date of termination shall be shared equally by each party.

13. DURATION

- a. After the award of the construction contract by the COUNTY, this agreement shall be terminated only upon completion of the Final Review, Audit, and Close-out Procedures in accordance with the Iowa DOT Instructional Memorandum No. 6.110 dated November 21, 2024.

14. BREACH

- a. In the event of a breach by either party of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

15. EXECUTION OF AGREEMENT

- a. The parties shall approve this Agreement by resolution or motion of their respective Council or Board, which shall authorize the execution of the document. It will then be filed in the offices of the Iowa Secretary of State and the Jasper County Recorder's Office, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded and shall be effective for the duration of the Project, unless terminated as provided herein.

IN WITNESS WHEREOF, Jasper County has caused this Agreement to be duly executed in its name and on its behalf by its Chair and the City of Newton has caused this Agreement to be duly executed by its Mayor, on or as of the ____ day of _____, 2026.

JASPER COUNTY

_____ Thad Nearmyer, Chairman Jasper County Board of Supervisors	ATTEST:	_____ Jenna Jennings, Auditor
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CITY OF NEWTON

_____ Randy Ervin, Mayor City of Newton	ATTEST:	_____ Katrina Davis, City Clerk
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City of Newton Council Report

**Item:**

Resolution amending resolution 2025-258 N.E. Pump Station Improvements

Summary:

awarded amount was listed incorrectly on the original resolution

Financial Impact:

\$900.00 utilizing Water Pollution Control Enterprise Funds.

Report Number: 2026-663

Date:

June 15, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

On June 16, 2025, the Newton City Council approved Resolution No. 2025-258 awarding a contract to WRH Inc. of South Amana, Iowa, for the Northeast Pump Station Improvements Project. Newton City Council accepted final completion of the project at the May 4, 2026 council meeting.

While paying out final retainage, Finance staff determined that the contract amount listed in Resolution No. 2025-258 was incorrect. The resolution identified the contract amount as \$339,000.00; however, the actual bid submitted by WRH Inc. and accepted by the City was \$339,900.00.

This action is administrative in nature and is intended to correct the contract amount reflected in Resolution No. 2025-258 to match the awarded bid amount.

Recommendation:

Approve a resolution amending Resolution No. 2025-258 to correct the contract amount awarded to WRH Inc. of South Amana, Iowa, for the Northeast Pump Station Improvements Project from \$339,000.00 to \$339,900.00.

Matt Muckler, City Administrator

**RESOLUTION AMENDING RESOLUTION 2025-258 N.E. PUMP
STATION IMPROVEMENTS**

WHEREAS, On June 16, 2025, the Newton City Council approved Resolution No. 2025-258 awarding a contract to WRH Inc. of South Amana, Iowa, for the Northeast Pump Station Improvements Project; and

WHEREAS, Newton City Council accepted final completion of the project at the May 4, 2026 council meeting; and

WHEREAS, while paying out final retainage, Finance staff determined that the contract amount listed in Resolution No. 2025-258 was incorrect; and

WHEREAS, the resolution identified the contract amount as \$339,000.00; however, the actual bid submitted by WRH Inc. and accepted by the City was \$339,900.00; and

WHEREAS, this action is administrative in nature and is intended to correct the contract amount reflected in Resolution No. 2025-258 to match the awarded bid amount.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Resolution No. 2025-258 is hereby amended to correct the contract amount awarded to WRH Inc. of South Amana, Iowa, for the Northeast Pump Station Improvements Project from \$339,000.00 to \$339,900.00, with such payment to be made from the Water Pollution Control 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 Agreement for Credit Card Services Program

Summary:

This action approves an agreement for Credit Card Services Program

Financial Impact:

None

Report Number: 2026-670**Date:**

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton currently utilizes Card Services as its credit card provider. The two individuals previously authorized to access and manage the account are no longer employed by the City.

The attached agreement authorizes the City Administrator, City Clerk, Finance Officer, and Financial Analyst to access the account and make changes, inquiries and perform other necessary account administration functions on behalf of the City.

Recommendation:

Staff recommends approving the agreement with Card Services.

Matt Muckler, City Administrator

RESOLUTION NO. 2026– _____

RESOLUTION APPROVING AGREEMENT WITH CARD SERVICES

WHEREAS, the City of Newton currently utilizes Card Services as its credit card provider; and

WHEREAS, The Two individuals previously authorized to access and manage the account are no longer employed by the City; and

WHEREAS, the agreement authorizes the City Administrator, City Clerk, Finance Officer, and Financial Analyst to access the account and make changes, inquiries and perform other necessary account administration functions on behalf of the City; and

NOW THEREFORE, BE IT RESOLVED that the attached agreement with Card Services be approved.

PASSED this _____ day of June, 2026

APPROVED this _____ day of June, 2026

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

**ORGANIZATION RESOLUTION AND AGREEMENT
FOR CREDIT CARD PROGRAM**

Katrina Davis, who is the undersigned Recordkeeper for City of Newton, (the "*Organization*"), a Governmental entity (*type of entity*) organized under the laws of Iowa (*state*), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "*Recordkeeper*") and is authorized to provide this document to UMB Bank, n.a. ("*Bank*").
2. That at a meeting of the governing body of the Organization duly held on June 15, 2026 (*date*) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("*Cards*") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that Candace Streeter is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and receipted for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this ____ day of _____, ____.

RECORDKEEPER

**Signature by Secretary, Assistant Secretary, or other
Person certifying to this Resolution and Agreement**

Signature
Name: Katrina Davis
Title: City Clerk

ADDITIONAL OFFICER

**Signature by Second Person, certifying to incumbency
of Recordkeeper**

Signature
Name: Melissa Dalton
Title: Mayor Pro Tem

Affix Seal, if required by Organization's governing documents.

Additional Signatures of Members, Partners or Other Required Persons

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

Signature

Name: Candace Streeter

Title: Finance Officer

Signature

Name:

Title:

Signature

Name: Matt Muckler

Title: City Administrator

Signature

Name:

Title:

Signature

Name: Katrina Davis

Title: City Clerk

Signature

Name:

Title:

Signature

Name: Rodrigo Leon

Title: Financial Analyst

Signature

Name:

Title:

Guidelines for Completion for Customers that are U.S. legal entities:

- **Corporation:** The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- **Governmental Entity:** The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

City of Newton Council Report

**Item:**

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for 1st Avenue East Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2026-636

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council of the City of Newton Iowa has created the 1st Avenue East Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of Stormwater improvements and various other urban renewal area projects and programs. This resolution sets a public hearing date of July 20, 2026 to approve updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing on July 20, 2026 to amend the 1st Avenue East Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the 1st Avenue East Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa (the “City”) by resolution previously established the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which updates the description of the City’s Storm Water Drainage Improvements Project previously approved in the July, 2025 Amendment to the Plan; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the _____, Newton, Iowa, on July 20, 2026, at ____:____ p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jasper County and the Newton Community School District be invited to participate in the consultation.

Passed and approved this June 15, 2026.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at __:__ p.m., at the _____, Newton, Iowa (the “City”), on July 20, 2026, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the 1st Avenue East Urban Renewal Area to up the description of the City’s Storm Water Drainage Improvements Project previously approved in the July, 2025 Amendment to the Plan. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this _____ day of _____, 2026.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this _____ day of _____, 2026.

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
1st AVENUE EAST URBAN RENEWAL AREA

July, 2026

The Urban Renewal Plan (the “Plan”) for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purpose of updating the description of the City’s Storm Water Drainage Improvements Project.

1) Update Description of the Storm Water Drainage Improvements Project. The description of the City’s Urban Renewal Administration and Professional Support Program is hereby updated as follows:

Name of Project: Storm Water Drainage Improvements Project

Date of Council Approval of Project: July 21, 2025, and updated on July 20, 2026

Description of Project and Project Site: The Storm Water Drainage Improvements Project being undertaken by the City will consist of the construction of a storm water retention basin and the incidental landscaping, site clearance and cleanup work related thereto on certain real property situated north of the intersection of 1st Avenue East and 12th Street North in the Urban Renewal Area.

It is expected that the completed Storm Water Drainage Improvements Project will alleviate Blighted Conditions (as defined in the Plan) and have a direct, positive impact on future economic development in the Urban Renewal Area.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Storm Water Drainage Improvements Project.

Description of Use of TIF: It is anticipated that the City will pay for the Storm Water Drainage Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Storm Water Drainage Improvement Project will not exceed \$2,500,000 (increased from \$1,500,000 as approved in the July, 2025 Amendment to the Plan), plus any interest expense incurred by the City on the Obligations.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$70,189,379</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment*:	<u>\$ 2,500,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

City of Newton Council Report

**Item:**

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the North Central Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2026-637

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council of the City of Newton Iowa has created the North Central Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of Downtown Park Improvements and other urban renewal area projects and programs. This resolution sets a public hearing date of July 20, 2026 to approve updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing on July 20, 2026 to amend the North Central Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the North Central Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa (the “City”) by resolution previously established the North Central Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorize the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of constructing improvements to Harmony Park; and (ii) using tax increment financing to pay the costs of undertaking the City’s 507 North 2nd Avenue West Blight Alleviation Demolition Project; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the _____, Newton, Iowa, on July 20, 2026, at ____:____ p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jasper County and the Newton Community School District be invited to participate in the consultation.

Passed and approved this June 15, 2026.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at __:___ p.m., at the _____, Newton, Iowa (the “City”), on July 20, 2026, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the North Central Urban Renewal Area (the “Urban Renewal Area”) to authorize the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of constructing improvements to Harmony Park; and (ii) using tax increment financing to pay the costs of undertaking the City’s 507 North 2nd Avenue West Blight Alleviation Demolition Project.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this _____ day of _____, 2026.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this _____ day of _____, 2026.

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
NORTH CENTRAL URBAN RENEWAL AREA

July, 2026

The Urban Renewal Plan (the “Plan”) for the North Central Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Harmony Park Improvements Project

Date of Council Approval of Project: July 20, 2026

Description of the Project and Project Site: The City will undertake improvements to Harmony Park in the Urban Renewal Area including the construction of a new restroom facility. It is anticipated that the completed Harmony Park Improvements Project will have a positive impact on commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational amenities.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Harmony Park Improvements Project with either borrowed funds and/or the proceeds of internal advances of City funds on hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Harmony Park Improvements Project will not exceed \$250,000, plus any interest expense incurred by the City on the Obligations.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Harmony Park Improvements Project and alternative development and funding options for the Harmony Park Improvements Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that the provision of superior parks and recreational facilities are essential to the economic development of the City. Maintaining and enhancing the parks of the City, as described above, will positively impact commerce, growth and development in the Urban Renewal Area. There are no other development options feasible on the property on which the Harmony Park Improvements Project will be constructed.

B) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues are unavailable to assist the City in paying the costs of the Harmony Park Improvements Project because such revenues have been allocated to other projects in the City.

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund reserves to aid in funding the Harmony Park Improvements Project without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City may issue general obligation bonds (the "Bonds") to finance a portion of the Harmony Park Improvements Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual taxpayers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Harmony Park Improvements Project.

* Donations: The City will use donations to pay for a portion of the costs of construction of the Harmony Park Improvements Project.

B.

Name of Project: 507 North 2nd Avenue West Blight Alleviation Demolition Project (the "Demolition Project")

Date of Council Approval of Project: July 20, 2026

Description of Project and Project Site: The Demolition Project will consist of the acquisition by the City of certain real property located at 507 North 2nd Avenue West in the Urban Renewal Area (the "Demolition Project Property"). Following acquisition, the City intends to convey the Demolition Project Property to an interested purchaser who will undertake the demolition and removal of the dilapidated residential structure and related site clearance activities to eliminate blighted conditions thereon. In the event the Demolition Project Property is not conveyed to an interested purchaser for such purposes, the City may undertake or cause to be undertaken the demolition and removal of the dilapidated residential structure and related site clearance activities.

Description of Use of TIF for the Project: **Description of Use of TIF for the Project:** The City anticipates funding the costs of the Demolition Project through the

proceeds of internal advances of City funds on hand. If the Demolition Project Property is conveyed to an interested purchaser for redevelopment, the City may provide financial assistance to such purchaser in the form of an economic development grant to reimburse eligible costs associated with the demolition and site clearance activities. If the Demolition Project Property is not conveyed to an interested purchaser, the City may directly pay the costs of the demolition and related site clearance activities. In either case, the City's resulting obligations (the "Obligations") are anticipated to be repaid from incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Demolition Project will not exceed \$35,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$70,189,379</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2026 Amendment:	<u>\$ 285,000*</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

City of Newton Council Report

**Item:**

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Fairmeadows North Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for Fairmeadows North Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2026-638

Date:

June 15, 2026

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council of the City of Newton Iowa has created the Fairmeadows North Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of Cardinal Pond improvements and various other urban renewal area projects and programs. This resolution sets a public hearing date of July 20, 2026 to approve updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing on July 20, 2026 to amend the Fairmeadows North Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the Fairmeadows North Housing Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa (the “City”) by resolution previously established the Fairmeadows North Housing Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing improvements to Cardinal Pond; (b) using tax increment financing to pay the costs of constructing public infrastructure necessary for the development of new housing; and (c) using tax increment financing to pay the costs of the City’s Newton Housing Development Corporation support program; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the _____, Newton, Iowa, on July 20, 2026, at ____:____ p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jasper County and the Newton Community School District be invited to participate in the consultation.

Passed and approved this June 16, 2026.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at __:___ p.m., at the _____, Newton, Iowa (the “City”), on July 20, 2026, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Fairmeadows North Housing Urban Renewal Area (the “Urban Renewal Area”) to authorize the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing improvements to Cardinal Pond; (b) using tax increment financing to pay the costs of constructing public infrastructure necessary for the development of new housing; and (c) using tax increment financing to pay the costs of the City’s Newton Housing Development Corporation support program. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this _____ day of _____, 2026.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this _____ day of _____, 2026.

City Clerk

CITY OF NEWTON, IOWA
URBAN RENEWAL PLAN AMENDMENT
FAIRMEADOWS NORTH HOUSING URBAN RENEWAL AREA

July, 2026

The Urban Renewal Plan (the “Plan”) for the Fairmeadows North Housing Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Cardinal Pond Improvements Project

Date of Council Approval of Project: July 20, 2026

Description of Project and Project Site: The Cardinal Pond Improvements Project will consist of the construction of improvements to Cardinal Pond at Agnes Patterson Memorial Park in the Urban Renewal Area, including a new fishing dock; a hiking and biking trail; a parking lot; and the installation of wetlands and storm water drainage improvements.

It is anticipated that the completed Cardinal Pond Improvements Project will have a positive impact on commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational infrastructure.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Cardinal Pond Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Cardinal Pond Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Cardinal Pond Improvements Project will not exceed \$500,000, plus any interest expense incurred by the City on the Obligations.

B.

Name of Project: Arbor Estates 3rd Addition Housing Infrastructure Project

Date of Board Approval of Project: July 20, 2026

Description of Project: The City is undertaking the construction of public infrastructure (the “Infrastructure Project”) in order to support the development of a residential subdivision on certain real property known as Arbor Estates 3rd Addition in the Urban Renewal Area. The addition of new residential housing in the Urban Renewal Area will encourage future economic development therein.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Infrastructure Project.

Description of Use of TIF: It is anticipated that the City will pay for the Infrastructure Project with borrowed funds and/or the proceeds of internal advances of City funds on hand. In any case, the obligations (the “Obligations”) incurred by the City may be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Infrastructure Project will not exceed \$1,000,000, plus any interest expense incurred by the City on the Obligations.

C.

Name of Project: 2026-2029 Newton Housing Development Corporation Support Program

Date of Council Approval of Project: July 20, 2026

Declaration of Newton Housing Development Corporation Support Program as an Urban Renewal Project: The City Council acknowledges the importance of the Newton Housing Development Corporation (the “Corporation”) in the ongoing promotion of housing development in the Urban Renewal Area. The City intends to enter into an economic development support agreement with the Corporation which will provide a mechanism for the City to make annual support payments to the Corporation for a period of three fiscal years. Under said agreement, the Corporation will commit to continuing its efforts to carry out the marketing and sale of residential lots within the Urban Renewal Area and the installation of public infrastructure thereon.

Description of Use of TIF for the Newton Housing Development Corporation Support Program: It is anticipated that the City will pay for the Newton Housing Development Corporation Support Program with a combination of borrowed funds, proceeds of internal advances of City funds on-hand and/or through an economic development agreement with negotiated annual appropriation payments. In all cases, the City’s obligations (the “Obligations”) will be repaid with incremental property tax

revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Newton Housing Development Corporation Support Program in the City's 2026-2029 fiscal years will not exceed \$250,000, plus any interest expense incurred by the City on the Obligations.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$70,189,379</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2026 Amendment:*	<u>\$ 1,750,000</u>

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City owned property at 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, Newton, Jasper County, Iowa

Summary:

Setting a public hearing.

Financial Impact:

None.

Report Number: 2026-671

Date:

June 15, 2026

Lead Department:

Community Development

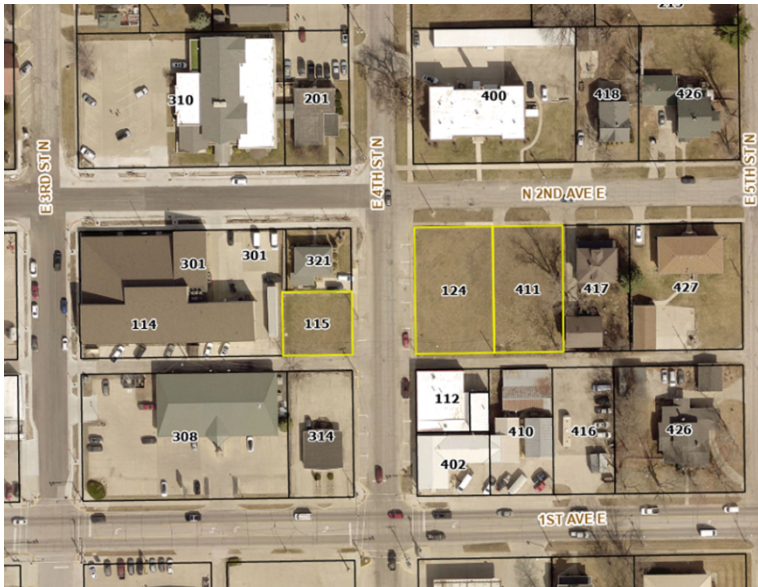
Recommendation:

Approve

Background:

In order to receive offers on D&D property, the City Council must first set a public hearing date/time via resolution.

This resolution sets a public hearing for three properties located in the 100 block of East 4th Street North.

**Recommendation:**

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY OWNED PROPERTY AT 115 EAST 4TH STREET NORTH, 124 EAST 4TH STREET NORTH, AND 411 NORTH 2ND AVENUE EAST, NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at

115 East 4th Street North, legally described as: THE EAST SEVENTY-ONE FEET OF LOT C IN BLOCK THIRTEEN IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS OF RECORD IN PLAT BOOK C, PAGE 11, IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

124 East 4th Street North, legally described as: LOT FOUR OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

411 North 2nd Avenue East, legally described as: LOT THREE IN THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

WHEREAS, it is desirable to hold a public hearing prior to acting upon a proposed option agreement for said property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
Section 1: That a Public Hearing for the sale of 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East is set for 6:00 PM on July 20, 2026, in the City Council Chambers of City Hall, 101 West 4th Street South, to consider a purchase agreement for said property and that the Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on July 20, 2026, at City Hall, 101 West 4th Street South, to consider a purchase agreement for the following property: 115 East 4th Street North, legally described as: THE EAST SEVENTY-ONE FEET OF LOT C IN BLOCK THIRTEEN IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS OF RECORD IN PLAT BOOK C, PAGE 11, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 124 East 4th Street North, legally described as: LOT FOUR OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; 411 North 2nd Avenue East, legally described as: LOT THREE IN THE SUBDIVISION OF OUTLOT TWENTY-FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Proposals shall be submitted by 10:00 a.m., July 6, 2026, to the Newton Community Development Department; 303 West 4th Street North, Suite 501; Newton, Iowa 50208 and shall include purchase price and proposed future use or construction project for the property. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition of proposals. The City Council reserves the right to accept or reject any and all proposals.

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

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting public hearing for the sale of City owned property at 510 West 3rd Street North, Newton, Jasper County, Iowa

Summary:

Setting a public hearing for sale of city-owned land

Financial Impact:

None, setting a public hearing.

Report Number: 2026-672

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

In order to receive offers on D&D property, the City Council must first set a public hearing date/time via resolution.

The City owns 510 West 3rd Street North, and other surrounding properties. The property was once the site of the City's Manufacture Gas Plant. Extensive pollution remediation has occurred. The Iowa DNR has provided a letter of no further action for the property that is subject to this action.



This resolution sets a public hearing for 510 West 3rd Street North.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY OWNED PROPERTY AT 510 WEST 3RD STREET NORTH, NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at

510 West 3rd Street North, Parcel 'G', legally described as: A PARCEL OF LAND BEING THE SOUTH HALF OF BLOCK 2, BLACK AND RITTER'S ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE N00°18'07"W, 132.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WEST 2ND STREET NORTH TO THE SOUTHEAST CORNER OF LOT 2 OF SAID BLOCK 2; THENCE S89°57'58"W, 279.30 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 2; THENCE S00°06'47"E, 132 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WEST 3RD STREET NORTH TO THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE N89°57'58"E, 279.73 ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH 5TH AVENUE WEST TO THE POINT OF BEGINNING;

WHEREAS, it is desirable to hold a public hearing prior to acting upon a proposed option agreement for said property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
Section 1: That a Public Hearing for the sale of 510 West 3rd Street North is set for 6:00 PM on July 20, 2026, in the City Council Chambers of City Hall, 101 West 4th Street South, to consider a purchase agreement for said property and that the Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on July 20, 2026, at City Hall, 101 West 4th Street South, to consider a purchase agreement for the following property: 510 West 3rd Street North, Parcel 'G', legally described as: A PARCEL OF LAND BEING THE SOUTH HALF OF BLOCK 2, BLACK AND RITTER'S ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE N00°18'07"W, 132.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WEST 2ND STREET NORTH TO THE SOUTHEAST CORNER OF LOT 2 OF SAID BLOCK 2; THENCE S89°57'58"W, 279.30 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 2; THENCE S00°06'47"E, 132 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WEST 3RD STREET NORTH TO THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE N89°57'58"E, 279.73 ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH 5TH AVENUE WEST TO THE POINT OF BEGINNING. Proposals shall be submitted by 10:00 a.m., July 6, 2026, to the Newton Community Development Department; 303 West 4th Street North, Suite 501; Newton, Iowa 50208 and shall include purchase price and proposed future use or construction project for the property. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition of proposals. The City Council reserves the right to accept or reject any and all proposals.

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

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 6-16-2026

Vendor	Department	Description	Amount
2 Girls with Tools	Fire	Supplies	\$ 98.50
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 4,695.14
Acushnet Company	Golf	Merchandise	\$ 1,628.21
Airgas USA LLC	Fire	Supplies	\$ 374.80
Alliant Energy/IPL	All	Utilities	\$ 55,650.54
Allied Oil & Supply Company	Street\Landfill	Supplies	\$ 972.32
Amazon Capital Services	All	Supplies	\$ 3,905.55
Anthony, Eugene	Building Inspections	Refund	\$ 150.00
Atlantic Bottling	Golf	Concessions	\$ 3,183.79
AutoZone Parts Inc	Fire	Supplies	\$ 93.06
Backflow Solutions Inc	Water Distribution	Service	\$ 495.00
Barnett, Steven	Fire	Refund	\$ 300.00
Baxter Veterinary Clinic PC	Animal Control	Service	\$ 130.00
Beck's	Landfill	Supplies	\$ 720.32
Bound Tree Medical LLC	Fire	Supplies	\$ 2,417.94
Brick Gentry P.C.	All	Service	\$ 38,030.00
Brisel, Dustin	Police	Reimbursement	\$ 41.73
Caldwell, Endira	Utility Billing	Refund	\$ 9.22
Card Services	All	Service	\$ 3,508.27
Carl's Window Service	Library	Service	\$ 90.00
Caselle LLC	Utility Billing	Services	\$ 7,855.41
CCL Supply	Water Pollution Control	Supplies	\$ 399.40
Center Point Large Print	Library	Supplies	\$ 30.07
Central Iowa Excavation	Water Dist\1st Ave E TIF RESO:25-477\26-126	Service	\$ 33,740.14
Central Iowa Housing Trust Fund	FM North LMI RESO:2026-058	Grant	\$ 13,900.00
Computer Resource Specialists	Library\Admin	Service	\$ 3,337.50
Construction Materials Testing	Golf	Supplies	\$ 494.00
Crossroads Pipe & Grading Inc	Landfill	Supplies	\$ 1,267.85
CuraLinc LLC	Administration	Services	\$ 1,605.99
D & K Products	Golf	Supplies	\$ 1,258.00
D A Davidson & Co	Finance	Service	\$ 1,000.00
Danko Emergency Equipment	Fire	Supplies	\$ 567.15
Dannen, Ryan	D & D	Services	\$ 840.00
Dell Marketing L.P.	Golf	Service	\$ 702.15
Diamond Vogel Inc	Street	Supplies	\$ 3,846.00
DMACC - Ankeny Campus	All	Utilities	\$ 3,159.58
Dodd Trash Hauling & Recycling	Cemetery\Garbage	Service	\$ 2,214.05
Dodd, Tracy	Private Incentives RESO:2021-208	Incentives	\$ 10,000.00
Eastern Iowa Publications	All	Publication	\$ 10,849.26
EBSCO Information Services	Library	Supplies	\$ 1,902.00
EZ Lease	WPC\Utility Billing	Service	\$ 308.01
Fareway	Golf	Concessions	\$ 40.83
Fastenal	Community Marketing	Supplies	\$ 156.61
FBG Service Corporation	Library	Service	\$ 1,644.00
Fields Outdoor Adventures	Police	Supplies	\$ 2,425.00
Forbes Office Solutions	All	Supplies	\$ 1,083.39
foreUp Golf Software	Golf	Service	\$ 120.00
Frahm, Anna	Utility Billing	Refund	\$ 27.77
Freedom and Glory	Parks\Cemetery	Supplies	\$ 1,964.74
Fuller, Shawn	Water Pollution Control	Reimbursement	\$ 65.50

Gilbert Lawn Care and Snow Removal LLC	City Center\Library	Service	\$ 1,776.00
Global Industrial	Water Pollution Control	Supplies	\$ 248.53
Golden Rule Creations	Police	Service	\$ 85.00
Grainger Inc	Water Pollution Control	Supplies	\$ 828.33
Gregg Young Auto Center	Police	Service	\$ 205.16
Harris Golf Cars	Golf RESO:2026-118	Supplies	\$ 15,560.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 10,068.75
HD Supply Facilities Maintenance	Parks	Supplies	\$ 670.73
Hewett, Lori	Utility Billing	Refund	\$ 3.32
Hewitt Service Center	Landfill	Supplies	\$ 323.40
HLW Engineering Group	Landfill	Service	\$ 443.50
Hotsy Cleaning Systems	Street\Parks\Snow Removal	Supplies	\$ 860.46
Iowa Law Enforcement Academy	Police	Service	\$ 4,800.00
Iowa Native Trees LLC	Parks	Supplies	\$ 887.00
Iowa One Call	Engineering\WPC	Service	\$ 286.70
Iowa Prison Industries	Cemetery	Service	\$ 3,828.50
Iowa State University Registration	Finance	Training	\$ 495.00
Jasper Construction Services	Street\Traffic Control	Supplies	\$ 143.51
Jasper County Tribune	Library	Supplies	\$ 52.00
Johnson Aviation	Airport	Service	\$ 119.97
Johnson Controls Security Solutions LLC	Water Treatment Plant	Service	\$ 1,671.00
Joni's Creations	Fire	Service	\$ 52.00
Kellogg Lawn & Snow	Water Treatment Plant	Service	\$ 313.49
Key Cooperative	All	Fuel	\$ 19,662.43
Kiesler's Police Supply	Police	Supplies	\$ 1,332.45
KNIA-KRLS	Community Marketing	Services	\$ 1,513.60
Laboratory Corp of America Holdings	Fire	Service	\$ 661.50
Language Line Services	Police	Service	\$ 32.55
Liberty Tire Services LLC	Landfill	Supplies	\$ 1,046.42
Lovan, Kyle	Police	Reimbursment	\$ 17.96
Lyman, Rick	North Central TIF\Parks	Service	\$ 13,750.00
MacQueen Equipment LLC	Water Pollution Control	Supplies	\$ 788.45
Magnum Automotive	Police	Service	\$ 1,619.65
Mahaska Bottling Co	Maytag Pool\Golf	Concessions	\$ 1,944.96
Manatts - D.M.	All	Supplies	\$ 6,409.55
Manfull Construction	D & D	Services	\$ 940.00
Maxim Advertising	Maytag Pool	Service	\$ 804.30
Menards-Altoona	Golf\Police\WPC	Supplies	\$ 1,263.96
Menards-Ankeny	Fire	Supplies	\$ 303.01
Microbac Laboratories Inc	Water Pollution Control\Maytag Pool	Service	\$ 4,848.50
Mid-Iowa Assoc of Local Gov	Executive	Service	\$ 753.02
Midwest Alarm	Golf	Service	\$ 600.00
Midwest Turf Support LLC	Golf	Supplies	\$ 1,182.00
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 35,024.44
Municipal Collections of America Inc	Fire	Service	\$ 4,000.66
Municipal Supply Inc	Water Distribution	Supplies	\$ 1,197.50
NAPA Auto Parts	All	Supplies	\$ 876.28
Newton Clinic PC	Fire	Service	\$ 270.80
Newton Community School	Police	Supplies	\$ 10.00
Niemann Foods	Parks	Supplies	\$ 51.92
Per Mar Security Services	Landfill	Service	\$ 233.34
PGA of America	Golf	Service	\$ 565.75
Phelps Uniform Specialists	All	Service	\$ 209.16
Pitney Bowes Inc	All	Supplies	\$ 112.87

Playaway Products	Library	Supplies	\$ 1,009.85
PowerPlan	City Garage\Landfill	Supplies	\$ 431.29
Preferred Pest Control Inc	Library	Service	\$ 596.00
Pro Tech Tools LLC	City Garage	Supplies	\$ 194.10
Quill Corporation	Administration	Supplies	\$ 27.02
R&R Products Inc	Golf	Supplies	\$ 317.90
RACOM Corporation	Fire	Service	\$ 620.00
Ray, Randy	D & D\Police	Services	\$ 3,950.00
Renaissance Roofing Inc	Tort Liability	Service	\$ 195,851.71
Ryan's Tire & Auto	Water Distribution	Service	\$ 472.00
Sangoma US	Fire\Police	Service	\$ 1,050.99
Sign Pro	Police	Service	\$ 1,850.00
Spahn & Rose Lumber Co	All	Supplies	\$ 665.50
Sprayer Specialties Inc	Golf\Parks	Supplies	\$ 383.76
Springer, Taylor	Police	Reimbursement	\$ 25.83
State Steel of Des Moines	Community Marketing	Supplies	\$ 1,079.76
Store for Homes Furniture	Fire	Supplies	\$ 414.00
Streichers	Police	Supplies	\$ 2,641.29
T Mobile	All	Service	\$ 948.27
Tatman, Anthony	Fire	Service	\$ 541.00
Terminal Supply Company	City Garage	Supplies	\$ 294.87
Terry, Nicole	Library	Reimbursement	\$ 82.15
The Scale Guys LLC	Landfill	Service	\$ 600.00
Theisen's	All	Supplies	\$ 1,226.48
TK Elevator	City Center	Service	\$ 219.21
Town & Country Sanitary Services	Water Treatment Plant\Golf	Service	\$ 630.00
Town & Country Wholesale Co	All	Concessions	\$ 10,384.81
TreviPay	All	Supplies	\$ 560.60
Turfwerks	Golf	Supplies	\$ 414.98
Two Rivers Cooperative	All	Fuel	\$ 8,535.00
Unison Solutions Inc	Water Pollution Control	Supplies	\$ 595.00
Uniti	Library\Police	Service	\$ 306.12
USABlueBook	Water Pollution Control	Supplies	\$ 121.20
USPS	Utility Billing	Service	\$ 8,400.00
Van Maanen Electric Inc	Water Treatment Plant	Service	\$ 2,995.65
Van Wall Equipment	Parks\Landfill	Supplies	\$ 363.90
Ventling, Elizabeth	Maytag Pool	Service	\$ 600.00
Vernon Co	Community Marketing	Supplies	\$ 938.55
Walker, Shirley	Fire	Refund	\$ 25.07
Warnick Mechanical	Water Distribution\Golf	Service	\$ 4,941.62
Winchell, Wayne	Police	Reimbursement	\$ 126.74
Xerox Corporation	Police\Water Treat	Service	\$ 253.19
Zoll	Fire	Supplies	\$ 820.82
Grand Totals:			\$ 625,554.40

Pre-Authorized Payments

AT & T Mobility	Police/Landfill	Utilities	\$ 182.83
Beverage Distributors of Iowa	Golf	Concessions	\$ 828.92
Black Hills Energy	All	Utilities	\$ 957.16
Doll Distributing LLC	Golf	Concessions	\$ 2,616.00
JETCO INC	Water Treatment RESO:2026-166	Capital Projects	\$ 8,530.77
Johnson Brothers of Iowa	Golf	Concessions	\$ 873.60
Karl Peters Construction	North Central TIF RESO:2026-130	Capital Projects	\$ 13,745.39
Keg 1 Iowa LLC	Golf	Concessions	\$ 489.26

Mahaska Communication Group LLC	Parks/Maytag Pool/Admin	Utilities	\$ 633.30
Midwest Inflatables	Community Marketing RESO:2026-006	Service	\$ 7,500.00
Newton Arboretum & Botanical Gardens Inc	Community Marketing RESO:2026-170	Service	\$ 2,500.00
Newton City Band	Parks RESO:2025-455	Service	\$ 600.00
Rhythmic Rewind LLP	Community Marketing RESO:2026-057	Service	\$ 2,000.00
T Mobile	Police/Fire	Utilities	\$ 849.06
Uniti	Admin	Utilities	\$ 806.84
Windstream	Airport/City Center	Utilities	\$ 109.54
Total:			\$ 43,222.67

June, 16 2026 Expenses

General		\$ 358,931.28
Special		\$ 14,708.83
Other		\$ 96,474.93
Enterprise		\$ 198,662.03
Total:		\$ 668,777.07

City of Newton Council Report

**Item:**

Public Hearing on a resolution adopting the FY27 through FY31 Capital Improvement Plan (CIP)

Summary:

This action would approve the FY27 through FY31 Capital Improvement Plan, which is a 5-year plan detailing funding sources and expenditures for proposed project construction and equipment purchases throughout all City departments and divisions

Financial Impact:

None

Report Number: 2026-634

Date:

June 15, 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 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 earlier in the budget process and only minor revisions have been made since the last presentation.

<https://www.newtongov.org/DocumentCenter/View/17538/2027-2031-Capital-Improvement-Plan---Proposed-June-15-2026>

Recommendation:

Staff recommends approval of the Resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION ADOPTING THE FY27 THROUGH 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 earlier in the budget process, and no substantial revisions have been made since the last presentation; and

WHEREAS, Staff recommends approval of the resolution.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that the FY27 through FY31 Capital Improvement Plan (CIP) is hereby adopted as a guide for planning and funding the City's future capital improvements projects subject to annual review and revision.

PASSED this 15th day June, 2026.

APPROVED this ____ day of June, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis,
City Clerk

City of Newton Council Report

**Item:**

Public Hearing on an Ordinance amending City of Newton Code of Ordinances Title XV: Land Usage, Chapter 158: Zoning to add Group Living Facility to the C-CBD: Central Business District List of Permitted Uses.

Summary:

Adding Group Living Facilities as a Permitted Use in the C-CBD: Central Business District Commercial Zoning District

Financial Impact:

No Financial Impact

Report Number: 2026-644

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:**Background:**

Focuss Inc. is pursuing this zoning text amendment with the intention of eventually expanding their services to include a short-term extended stabilization stay for young people. It would be limited in duration, and as part of the same continuum of care. The proposed use that Focuss Inc. needs is not listed within the C-CBD zoning district, thus the need for the zoning ordinance amendment to accommodate short-term extended stay.

- Phase 1 includes the use of a 23-hour crisis observation center that would hold eight (8) chairs where young people would be able to get services and treatment. This would be classified as a medical clinic, which is listed as a permitted use within the C-CBD district.
- Phase 2 would be an eight (8) bed extended stay (3 to 7 days) for young people, to be able to offer short-term, community-based residential care and stabilization services. This use is not a permitted use in the C-CBD district. The use associated with this phase would be considered a group living facility which is not listed as a permitted use in the C-CBD zoning district, thus the need for a zoning ordinance text amendment.

When looking at potential zoning ordinance text amendments, it is crucial to look at the potential impact that the amendment can have on all properties within a zoning district, and is not exclusive to a specific property. It is also crucial to understand the intent and characterization of the C-CBD zoning district.

Intent of the C-CBD zoning district: The C-CBD Central Business District Commercial Zoning District is designed to provide space for a wide variety of retail stores, office, and related activities which serve the entire city or may even have a regional impact. This district is characterized by high intensity and large bulk development. It is intended that this district not be mapped outside the downtown area.

Characterization of Allowable Uses within C-CBD: The collection of various uses listed either as a permitted or conditional use within the C-CBD zone connect together due to the land-use-based potential impacts upon neighboring properties, the public right-of-way, specific location needs, and/or the compatibility/connection with other permitted and conditional uses. This is the reason why it is imperative to carefully consider new uses and their potential impacts on other neighboring properties and the zoning district as a whole.

Recommendation:

The City of Newton Planning and Zoning Commission reviewed this proposal and the potential of adding it as a permitted use, or a conditional use. The Planning and Zoning commission discussed the potential impacts on the district as a whole.

The Planning and Zoning Commission ultimately made a motion to recommend to the City of Newton City Council that no change be made to the City of Newton C-CBD zoning district with a vote of 7-0.

Aligning with the Planning and Zoning Commission recommendation, Staff does not recommend approval of the ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA TITLE XV: LAND USAGE, CHAPTER 158: ZONING,
TO ADD GROUP LIVING FACILITY TO THE C-CBD: CENTRAL BUSINESS
DISTRICT LIST OF PERMITTED USES.**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, Title XV: LAND USAGE, Chapter 158: ZONING, is hereby amended by adding or ~~deleting~~ the following:

158.022 C-CBD: CENTRAL BUSINESS DISTRICT.

(B) *Permitted uses. The following uses are permitted in the C-CBD District:*

- (1) Uses permitted in the C-A District;
- (2) One- through multiple-family dwellings;
- (3) Printing or publishing companies;
- (4) Accessory uses incidental to and on the same zoning lot as a permitted principal use;
- (5) Bed and breakfast inn, subject to site plan approved;
- (6) Educational and religious facilities; and
- (7) Tea room or tea house.
- (8) Group Living Facility

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.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2026.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Public Hearing on a resolution approving the 80-20 Voluntary Annexation into the City of Newton of property located in Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

Summary:

The City has received two applications for annexation into the City of Newton. The properties are generally described as south of the railroad, west of the creek, north of North 19th Avenue East, and east of East 19th Street North.

Financial Impact:

No Financial Impact, potential future tax base growth

Report Number: 2026-646

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City has received two voluntary annexation applications from property owners representing at least 80% of the area proposed for annexation. The area proposed for annexation includes parcels 0823400009, 0823400002, and 0823400010. Parcel 0823400009 is owned by Troy L. and Kelly Birkenholtz and is a consenting owner. Parcel 0823400002 is owned by Robert D. and Rebecca L. Braafhart and is a consenting owner. Parcel 0823400010 is owned by Michelle L. Langmaid and is a non-consenting owner. The proposed annexation area can be seen on the attached maps in Exhibit A. The area is not located within two miles of another city, is adjoining to the current corporate limits, and qualifies for consideration under the 80/20 voluntary annexation process of Chapter 368 of Iowa Code.

This annexation proposal would allow the property to become part of the City and receive municipal services. It would also place each of the properties in the annexation territory under all City Codes and Ordinances, including zoning, subdivision, and development regulations. As permitted by Chapter 368 of Iowa Code, this annexation proposal does include a small amount of property whose owner has not requested annexation. That area represents less than 20% of the total annexation territory.

As required by Chapter 368 of Iowa code, the city has completed many of the required steps to move forward in this process. The City has completed the required consultation meeting with the city, county, and township. The City has provided notice to all affected property owners and utilities, published notice of the public hearing in the newspaper, and is now holding the public hearing. After the Public Hearing, the City Council may choose to approve the resolution for the annexation of parcel 0823400009, 0823400002, and 0823400010. The resolution, all required and applicable documents would, upon approval, be submitted to the City Development Board for the State of Iowa. Approval by the City Council does not complete the annexation, as final approval authority rests with the City Development Board for the State of Iowa.

The legal descriptions of all properties proposed to be annexed are:

- Parcel G part of Parcel E recorded in Book 970, Pages 419 and 420, in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book 1154, Page 5, in the office of the recorder of said

County, EXCEPT that part condemned by Jasper County, Iowa, as shown in Condemnation recorded in Book 1074, Page 126 in the office of the Recorder of said County.

- Parcel A of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as shown by Plat Book N, at page 286 (now shown in Book 960, at page 710) in the Office of the Recorder of said County.
- Parcel E, consisting of a part of Parcel B, as part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as shown by the Plat of Survey recorded in Plat Book 970 at Page 419 in the office of the Jasper County Recorder. EXCEPT Parcel G in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book 1154, Page 5, in the office of the Recorder of said County.

Recommendation:

The Planning and Zoning Commission met for their meeting on May 5, 2026. At this meeting they discussed the annexation proposal and the zoning plan for this area. The Planning and Zoning Commission approved a motion recommending approval of the annexation of land with a zoning designation of I-H: Heavy Industrial District, with a vote of 6-0.

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING THE 80-20 VOLUNTARY ANNEXATION INTO THE CITY OF NEWTON OF PROPERTY LOCATED IN SECTION 23, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA

WHEREAS, pursuant to Chapter 368.7, Code of Iowa, applications for voluntary annexation to the corporate limits of the City of Newton have been submitted by Troy L. Birkenholtz and Kelly Birkenholtz and by Robert D. Braafhart and Rebecca L. Braafhart for property now lying outside the corporate limits of the City which property is described as follows to-wit:

Parcel G part of Parcel E recorded in Book 970, Pages 419 and 420, in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book 1154, Page 5, in the office of the recorder of said County, EXCEPT that part condemned by Jasper County, Iowa, as shown in Condemnation recorded in Book 1074, Page 126 in the office of the Recorder of said County.

Parcel A of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as shown by Plat Book N, at page 286 (now shown in Book 960, at page 710) in the Office of the Recorder of said County.

(58.15 Acres and 1.94 Acres for a total of 60.09 consenting acres); and

WHEREAS, pursuant to Chapter 368.7, Code of Iowa, the City of Newton may include property up to twenty percent of the total annexation area as non-consenting; and

WHEREAS, the City of Newton has not received an application from Michelle L. Langmaid for voluntary annexation to the corporate limits of the City of Newton, but said property has to be included in order to not create an island of unincorporated land, which property is described as follows to-wit:

Parcel E, consisting of a part of Parcel B, as part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as shown by the Plat of Survey recorded in Plat Book 970 at Page 419 in the office of the Jasper County Recorder. EXCEPT Parcel G in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book 1154, Page 5, in the office of the Recorder of said County.

(14.00 total non-consenting acres); and

WHEREAS, the City Council finds that there is attached to said application for annexation a map, Exhibit A, of the property requested to be annexed showing the location thereof with reference to the existing city limits of the City of Newton, Iowa, and that said premises adjoins or is contiguous to the present existing city limits of the City of Newton, Iowa; and

WHEREAS, the City Council of the City of Newton, Iowa, believes that it is in the best interest of the City that said property be annexed to the City of Newton and be within the corporate limits of the city; and

WHEREAS, the City Council has received a recommended plan of zoning from the Newton Planning and Zoning Commission for I-H: Heavy Industrial District; and

WHEREAS, the City Council has included an area of land without the consent of the landowner to avoid creating an island of unincorporated land as required by Chapter 368.7 1. A., Code of Iowa.

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

1. The voluntary annexation of real estate described above is hereby approved.
2. Upon acknowledgement by the Secretary of State following City Development Board approval, the described real estate shall thereafter be and become a part of the City of Newton, Iowa.
3. The zoning for the area to be annexed shall be I-H: Heavy Industrial District.
4. The annexed area shall become a part of Precinct 2 of Ward 2 for voting purposes.
5. The proposed annexation territory's current use is agricultural and residential, and the expected use is industrial, and some agricultural and residential.
6. Upon annexation, the territory will receive all municipal services and facilities including but not limited to: sanitary sewer services, public safety (Fire, Police, EMS) services, street and road maintenance, parks and recreation services, library and culture services. The water service will be provided by either Newton Waterworks or Iowa Regional Utilities Association.
7. The reason for the landowner's request is not known to the City of Newton.
8. There is no existing moratorium agreement entered into pursuant to Iowa Code §368.4.
9. The proposed annexation territory does include current county-owned road right-of-way. There is no state-owned property or right-of-way included in the proposed annexation territory.
10. There are no proposed formal agreements between the annexing City and the affected County for the maintenance, improvement, and/or traffic control of any shared or divided road as a result of the proposed annexation.
11. There is only one 28E agreement that is connected to these specific properties. The 28E agreement is Jasper County and City of Newton 28E Agreement for Provision of Joint Development Services in the Newton Rail Park which can be found with recording number 2026-00981 in the office of the Recorder of Jasper County.
12. The City of Newton has considered and applied the Iowa Smart Planning Principles throughout this annexation process. Planning efforts have been guided by the City's comprehensive plan, Envision Newton 2042, which reflects principles of collaboration, efficiency, and community character. Public engagement opportunities were provided during the deliberation process consistent with the principle of collaboration. Future development will be evaluated for consistency with community character, responsible land use, and the long-term goals established in the comprehensive plan
13. The City shall forthwith cause this request and all supporting documentation including resolution to the City Development Board of the State of Iowa, as required by Chapter 263 Administrative Code of Iowa, and Chapter 368 of Iowa Code.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

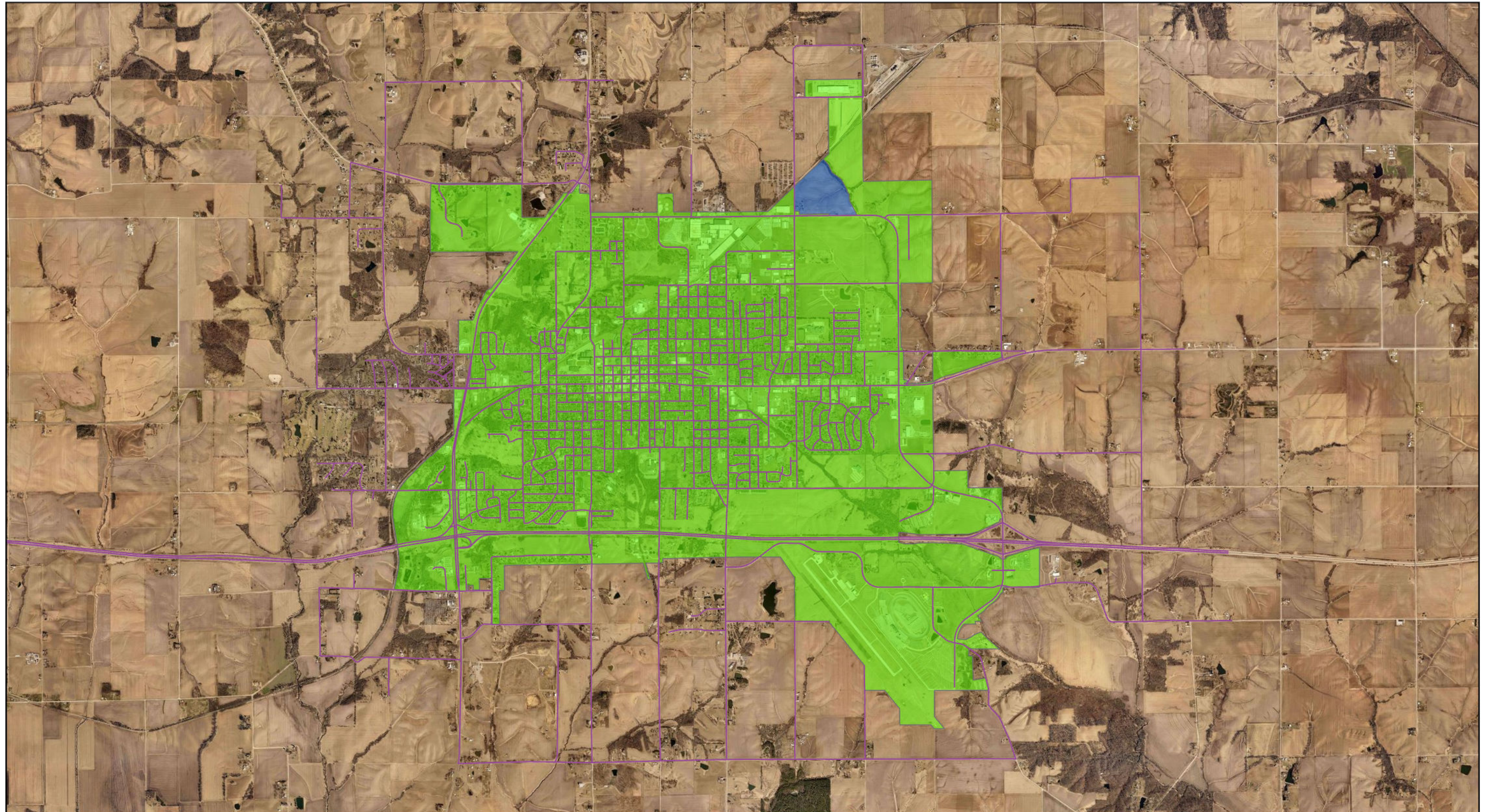
ATTEST:

Katrina Davis, City Clerk

Legend

- Centerlines
- Voluntary Annexation
- corporate_limits

Exhibit A: Voluntary Annexation City of Newton, Iowa

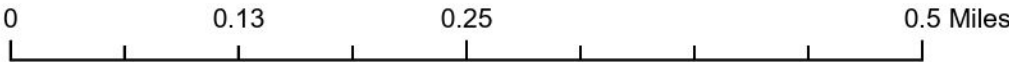
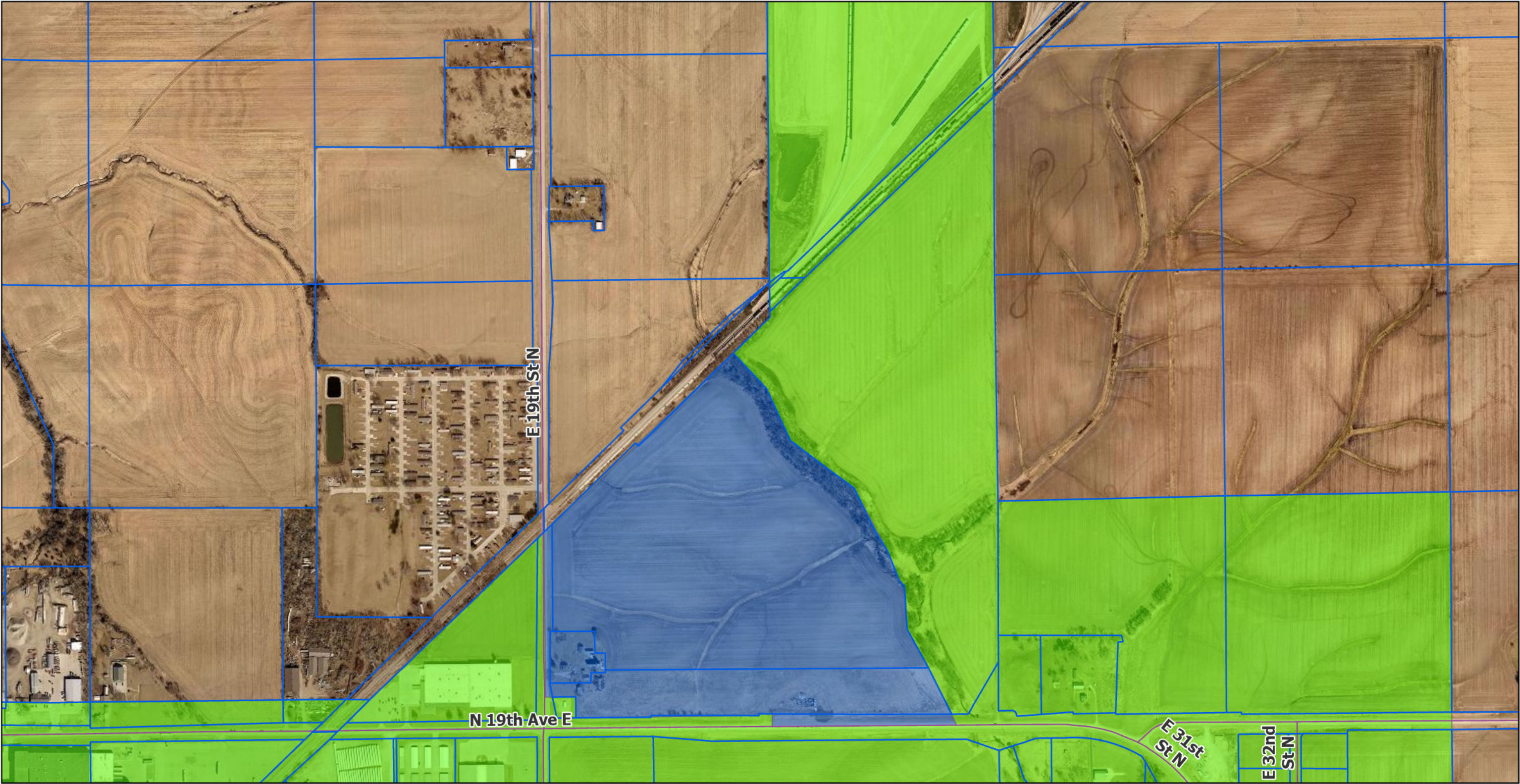


0 0.75 1.5 3 Miles

Parcels

- Parcel
- BLL
- Centerlines
- Voluntary Annexation
- corporate_limits

Exhibit A: Voluntary Annexation City of Newton, Iowa



City of Newton Council Report



Item:

Second 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

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: 2026-678

Date:

June 15, 2026

Lead Department:

Community Development

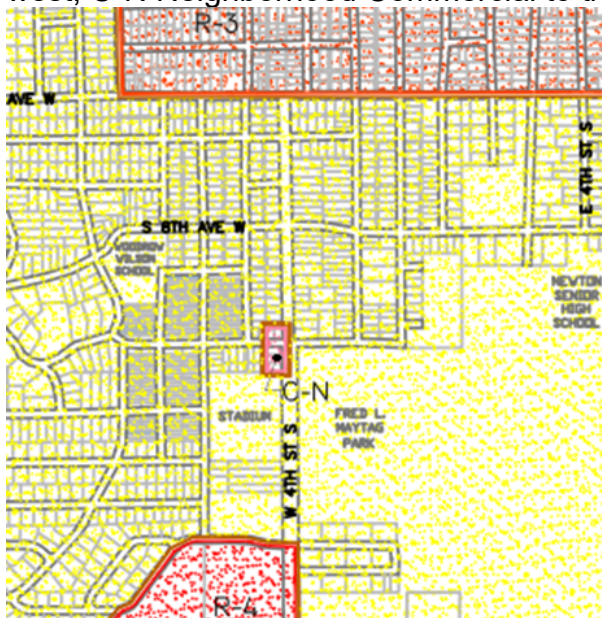
Recommendation:

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", written in a cursive 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:**

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

Summary:

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

Financial Impact:

N/A

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

June 15, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

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

Limiting Number of Animals

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

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

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

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

Community Cat / Trap-Neuter-Release

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

Vicious, Dangerous, Problematic Dog Ordinance Language Clean Up

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

Recommendation:

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

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

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

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

General Provisions

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

90.20 Community Cats

§ 90.02 DEFINITIONS.

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

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

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

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

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

COMMUNITY CAT CAREGIVER. A person who in accordance with and pursuant to a policy of Trap-Neuter-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 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-dog~~dangerous" by this jurisdiction or its substantial equivalent by any other jurisdiction; and

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

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

§ 90.54 EXCEPTIONS; CONSEQUENCES OF DETERMINATIONS.

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

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

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

(3) If the Police Chief or his or her designee determines that a dog is a ~~vicious-dog~~ 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:**

Resolution Approving Land Purchase to Meet Setback Requirements for the Construction of Four New Alluvial Wells

Summary:

Purchase land to meet IDNR rules for constructing four new Alluvial Wells.

Financial Impact:

\$90,000.00 utilizing Water Enterprise funds.

Report Number: 2026-594

Date:

June 15, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City of Newton Utilities Department's Water Treatment Division operates eighteen alluvial wells, many of which have reached or exceeded their useful service life, with individual well ages ranging from 20 to 70 years. The 2023 Water Supply and Treatment System Facility Plan identified the need to replace several of the existing water source wells to help ensure the continued reliability and sustainability of the City's water supply system.

At the October 25, 2025, Newton City Council meeting, the Council approved an engineering services agreement with Strand Engineering & Associates to provide design services for the replacement of four alluvial wells.

The Iowa Department of Natural Resources requires a 200-foot setback between farming operations and any public water supply shallow wells. Due to these setback requirements, along with the required separation distances between existing wells, the Water Treatment Division needs to acquire an adjacent parcel of property to ensure compliance with all applicable regulatory requirements and to accommodate the proposed replacement wells.

City staff negotiated with the adjacent property owner for the purchase of the required parcel at a cost of \$90,000.

Recommendation:

approve land purchase from Colton Vos in the amount of \$90,000 to accommodate the construction of Four new Alluvial Wells, utilizing water enterprise funds.

Matt Muckler, City Administrator

**RESOLUTION APPROVING LAND PURCHASE TO MEET SETBACK
REQUIREMENTS FOR THE CONSTRUCTION OF FOUR NEW
ALLUVIAL WELLS**

WHEREAS, the City of Newton Utilities Department's Water Treatment Division operates eighteen alluvial wells, many of which have reached or exceeded their useful service life, with individual well ages ranging from 20 to 70 years; and

WHEREAS the 2023 Water Supply and Treatment System Facility Plan identified the need to replace several of the existing water source wells to help ensure the continued reliability and sustainability of the City's water supply system; and

WHEREAS Iowa Department of Natural Resources requires a 200-foot setback between farming operations and any public water supply shallow wells. Due to these setback requirements, along with the required separation distances between existing wells, the Water Treatment Division needs to acquire an adjacent parcel of property to ensure compliance with all applicable regulatory requirements and to accommodate the proposed replacement wells; and

WHEREAS city staff negotiated with the adjacent property owner for the purchase of the required parcel at a cost of \$90,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the purchase of property from Colton Vos in the amount of \$90,000 is hereby approved to accommodate the construction of four new alluvial wells, with funding to be provided through Water Enterprise Funds.

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Randy J. Ervin, Mayor

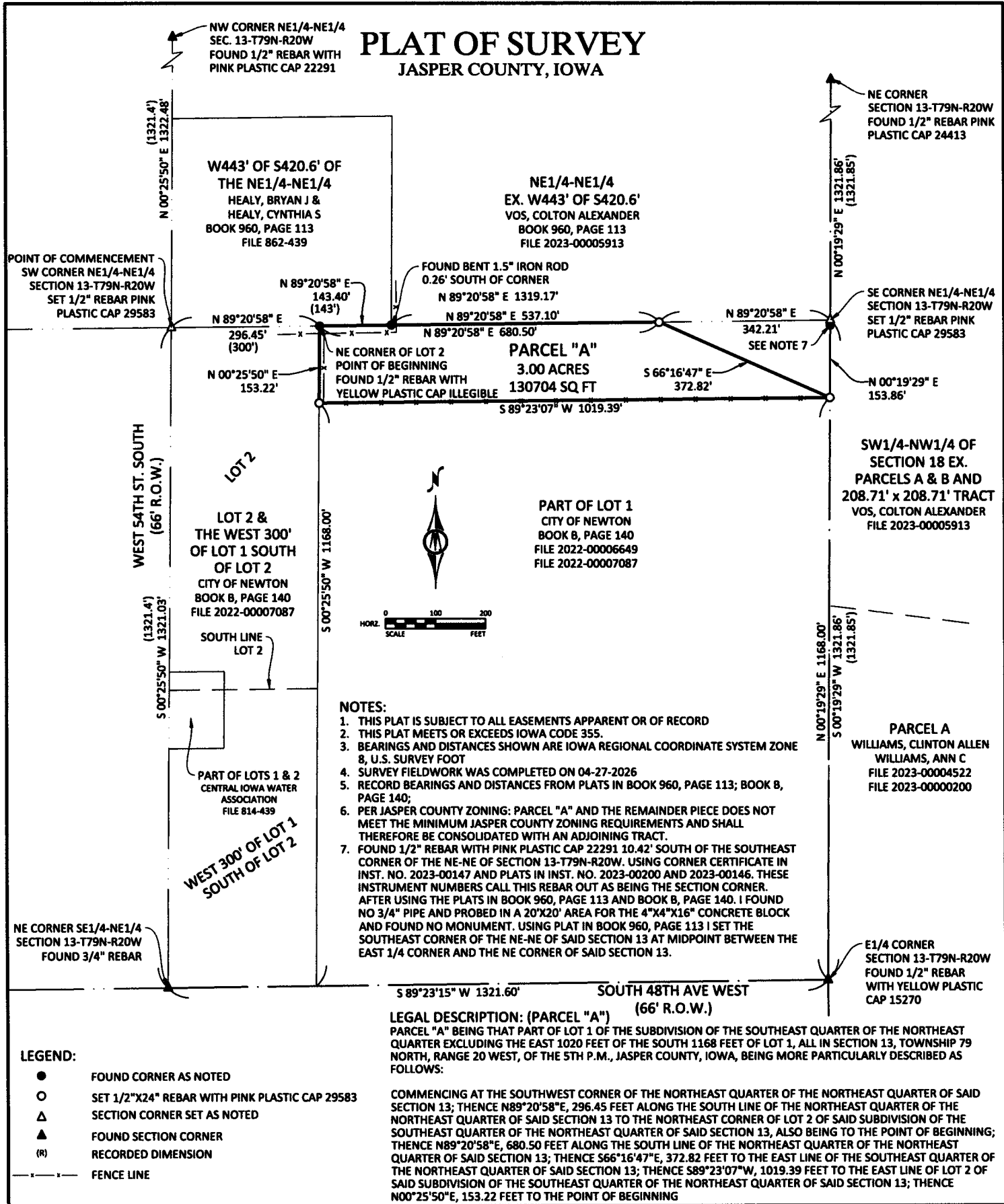
ATTEST:

Katrina Davis, City Clerk

INDEX LEGEND	
LOCATION	THAT PART OF LOT 1 EXCEPT THE EAST 1020 FEET OF THE SOUTH 1168 FEET OF SE-NE OF SECTION 13, T79N, R20W, JASPER COUNTY, IOWA
REQUESTOR:	CITY OF NEWTON
PROPRIETOR:	VOS, COLTON ALEXANDER
SURVEYOR:	JESSE W.L. VAN DALEN, P.L.S. #29583
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	JESSE W.L. VAN DALEN, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

2026-02724
RECORDED: 05/21/2026 01:49:04 PM
RECORDING FEE: \$7.00
IOWA E-FILING FEE: \$3.13
COMBINED FEE: \$10.13
REVENUE TAX: \$0.00
JOE OTTO, COUNTY RECORDER
JASPER COUNTY, IOWA

FOR RECORDER USE ONLY



PLAT OF SURVEY
THAT PART OF LOT 1 EXCEPT THE EAST 1020 FEET OF THE SOUTH 1168 FEET OF SE-NE OF SECTION 13, T79N, R20W, JASPER COUNTY, IOWA

1519 Baltimore Drive
Ames, IA 50010
Phone: (515) 233-6100

SHEET
1
of
1

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Jesse W.L. Van Dalen
JESSE W.L. VAN DALEN P.L.S.
LICENSE NUMBER 29583 DATE: 05/20/26
MY LICENSE RENEWAL DATE IS 12/31/2026
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

BOLTON & MENK



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

To: Colton Alexander Vos (herein designated as "Seller").

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located immediately north of East Well Field near Newton Water Treatment Plant, Jasper County, Iowa, described as follows:

THAT PART OF LOT 1 EXCEPT THE EAST 1020 FEET OF THE SOUTH 1168 FEET OF SE-NE OF SECTION 13, T79N, R20W, JASPER COUNTY, IOWA;

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

1. **PURCHASE PRICE.** City offers to buy said property for the total price of **NINETY THOUSAND AND NO CENTS (\$90,000.00)** payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 12 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 19 herein, and immediately upon delivery of the Deed to the City.
2. **TAXES.** Seller shall pay all unpaid regular real estate taxes assessed for all prior Fiscal Years and prorated to the date of closing.
3. **SPECIAL ASSESSMENTS.** The Seller shall pay all unpaid special assessments for the property.
4. **CLOSING AND POSSESSION.** The City and the Seller agree to close the sale of the property within **60 days** following final approval of this offer by the City Council, or on a date mutually agreeable to the two parties.
5. The Seller is responsible to deliver a continued abstract to the property. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City.
6. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property and shall have ordered the disconnection of all utilities prior to transfer of title to the City.
7. **FIXTURES.** The Seller retains the right to salvage materials upon the property until transfer of title to the City.
8. **ENVIRONMENTAL MATTERS.**
9. (A). **SELLERS** warrant to the best of their knowledge and belief that there are no abandon wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain asbestos, or urea-formaldehyde foam insulation which require remediation under current government standards, and **SELLERS** have done nothing to contaminate the Property with hazardous wastes or substances. **SELLERS** warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous waste or substances, or underground storage tanks. **SELLERS** shall also provide **BUYERS** with a properly executed **GROUDWATER HAZARD STATEMENT** showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: _____.
- (B). **BUYERS** may at their expense, within 30 days after the date of acceptance, obtain a report from a qualified person to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property which require remediation under current government standards, **BUYERS'** obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to the **BUYERS**. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by **SELLERS**.
10. **ABSTRACT AND TITLE.** Seller shall provide the City with an abstract of title. It is the responsibility of the seller to continue the abstract of title. The **SELLER** shall pay for the costs of the abstract/abstract continuance.
11. **DEED.** Seller shall convey title by warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.
12. **APPLICATION OF PROCEEDS.** It is agreed that at the time of settlement, funds of the purchase price may be used by the City to pay Seller's obligations under this offer for taxes; other liens; the acquisition of outstanding interests, if any, of other parties; costs of documentary stamps; recording fees and other costs incidental to the conveyance to City of merchantable title.
13. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. If title objections are made by the City and not corrected or resolved to City's satisfaction within sixty (60) days of the date of the City Attorney's Title Opinion letter, or any extension of such date granted by the City in writing, the **OFFER TO BUY REAL ESTATE AND ACCEPTANCE** may be declared null and void in writing by the City at City's option.
14. **APPROVAL OF COURT.** If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used.)

15. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties.
16. **INTENTION OF USE OF WORDS AND PHRASES.** Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
17. **EXECUTION.** This offer to be accepted or rejected by seller within fourteen (14) days from the date of this offer.
18. **REPRESENTATIONS.** This document represents the entire agreement of both parties and can only be amended by a writing signed by both parties.
19. **APPROVAL.** This offer shall not be binding upon the City of Newton until approval by Resolution of the Newton City Council.
20. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with §516.13 The Code and agrees to execute the deed or real estate contract for this purpose.
21. **ANTI-MERGER PROVISION.** The parties specifically agree that all representations, warranties, agreements, responsibilities, obligations and commitments specified herein shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the warranty deed. Said warranty deed shall specifically recite the language of this anti-merger provision, and a copy of this OFFER TO BUY REAL ESTATE AND ACCEPTANCE shall be attached as an exhibit thereto.
22. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the services of a real estate agent or broker in connection with this transaction.



DATE OF OFFER: May 27, 2026 Negotiator For City: Jody Rhone, Utilities Director

641-792-6622 x 2300

jodyr@newtongov.org

CITY OF NEWTON, IOWA

By Mayor Randy J. Ervin _____ Date _____

The foregoing offer is accepted this day of , 20 .



Seller: _____



Tax ID/ Social Security Number _____

Seller: _____

Tax ID/ Social Security Number _____

City of Newton Council Report

**Item:**

Resolution authorizing the Public Works Civil Engineer Technician I at Range 4, Entry, or Public Works Civil Engineer Technician II at Range 6, Entry, depending on qualifications, on the City of Newton Salary Schedule Matrix

Summary:

Replace the open CET Trainee position with a CET 1 or 2 position depending on qualifications

Financial Impact:

\$3,721 - \$12,135 increase in additional salary, dependent on qualifications, to be paid from multiple funding sources, with only 10% being general funds.

Report Number: 2026-641**Date:**

June 15, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works Civil Engineering Technicians (CETs) provide services and technical assistance to the Public Works Department, all city divisions and departments, contractors, and the public. These services include: administering construction contracts, engineering design, construction oversight, public right-of-way permitting and oversight, front-line customer service at the Public Works Office, processing pay applications, issuing right-of-way permits, site plan review, construction-related street closings, administration of the stormwater utility, oversight of the city-owned global information system (GIS), preparing cost estimates for CIP, and numerous other duties. The high demand for civil engineering technicians made it more and more difficult to hire individuals already possessing a degree in CET.

In 2021, the CET Trainee position was created. This allowed for the hiring of an individual with the basic skills and desire to become a civil engineering technician, but without the required associate's degree. An employee hired as a CET Trainee would be required to enroll in and complete a civil engineering technician program remotely (paid for by the City) while working full-time for the City. Both current CETs took this path and completed their degrees at DMACC, one of only two colleges currently offering an associate's degree in CET and the only one offering a remote learning program. As of spring 2026, the DMACC program was no longer accepting new students, and without a local college offering a CET program, the CET Trainee position is no longer viable.

Staff recommends authorizing the CET I or II position based on applicant experience and qualifications to replace the current open CET Trainee position. The position will then be open for applicants. A CET I is a Range 4 position with an entry salary of \$47,663, and CET II position is Range 6 with an entry salary of \$56,077.

Recommendation:

Staff recommends authorizing a CET I or CET II position, dependent on qualifications, to replace the open CET Trainee position.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION AUTHORIZING THE PUBLIC WORKS CIVIL ENGINEER
TECHNICIAN I AT RANGE 4, ENTRY, OR PUBLIC WORKS CIVIL ENGINEER
TECHNICIAN II AT RANGE 6, ENTRY, DEPENDING ON QUALIFICATIONS, ON THE
CITY OF NEWTON SALARY SCHEDULE MATRIX

WHEREAS, Public Works Civil Engineering Technicians provide services and technical assistance to the Public Works Department, all city divisions and departments, contractors, and the general public; and

WHEREAS, the Civil Engineer Technician (CET) Trainee position has been successful in providing public works with staff meeting all necessary educational requirements and skills; and

WHEREAS, the DMACC civil engineering technician program is currently paused and is no longer accepting new students. No other local colleges currently have a remote learning CET program; and

WHEREAS, to potentially fill the open CET position, staff is recommending changing the trainee position to CET 1 or 2 based on qualifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the following be approved and effective June 15, 2026:

Position	Department	Current Authorization	Proposed Authorization
CET Trainee	Public Works	1 FTE Range 3, Entry (\$43,942 Annually)	0 FTE

Position	Department	Current Authorization	Proposed Authorization
CET I or II	Public Works	1 FTE CTE 1 1 FTE CTE 2	1 FTE CTE 1 Range 4, Entry (47,663 Annually) OR 1 FTE CTE 2 Range 6, Entry (56,077 Annually)

PASSED this _____ day of June, 2026

APPROVED this _____ day of June, 2026

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a D&D 2.0 Grant for 1030 East 7th Street North, Newton, Jasper County, Iowa

Summary:

D&D 2.0 Grant

Financial Impact:

\$20,000 from the City D&D bonded funds

Report Number: 2026-642

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City established the D&D 2.0 Grant program to encourage private citizens to partner with the City on D&D work, stretching the City D&D funds further.



Randy Ray has negotiated the purchase of 1030 East 7th Street North with the intention of demolishing the dilapidated house and small garage. The acquisition cost is \$30,000 and the proposed demolition cost is \$25,000. The City's Engineering division has analyzed the demolition quote and finds it to be reasonable. The average price on the 2026-01 demo was \$35.41 per SF. The home at 1030 E 7th Street North listed as 720SF. Using the average demo price, our cost to demo this house would have been \$25,495.20.

The acquisition and demolition has a total cost of \$55,495.20, making the City's match less than a 1 to 1. Grant funds are paid as a reimbursement after the completion of the project.

Recommendation:

Staff recommends approval of the D&D 2.0 Grant finding that the project aligns with the goals of the D&D program but at a lesser cost to the City than if it were a direct City project.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A D&D 2.0 DEMOLITION GRANT
FOR 1030 EAST 7TH STREET NORTH, NEWTON, JASPER
COUNTY, IOWA**

WHEREAS, *Envision Newton 2042* emphasizes the importance of improving the community's curb appeal; and

WHEREAS, the City of Newton has added a grant program to the Newton Dangerous and Dilapidated Program to assist private citizens with the acquisition and demolition of dilapidated structures; and

WHEREAS, Randy Ray, 1029 East 10th Street North, has negotiated for the purchase of the dilapidated property at 1030 East 7th Street North;

WHEREAS, Randy Ray has made an application for assistance from the D&D 2.0 Demolition Grant Program;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the D&D Grant Funds in an amount of up to \$20,000.00 be provided to Randy Ray as a reimbursement of demolition costs;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the D&D Grant Agreement and that copies of paid invoices be provided prior to issuance of the grant funds.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

ATTEST:

Melissa Dalton, Mayor Pro Tem

Katrina Davis, City Clerk



D&D Grant for Private Demolition Between City of Newton and Randy Ray

This Agreement made and entered into this _____ day of _____ 2026 by and between the City of Newton, Iowa, hereinafter called “City” and Randy Ray, 1029 East 10th Street, hereinafter called “Applicant.”

WHEREAS, the Applicant submitted an application to receive D&D grant funds for the demolition of property located at 1030 East 7th Street North, Newton, Iowa.

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$20,000.00** in grant funds for the demolition of the dilapidated structure at 1030 East 7th Street North, Newton, Iowa.
- 2.) The Demolition Project shall be completed by December 31, 2026.
- 3.) A Demolition Permit will be obtained by the Applicant or Applicant's contractor.
- 4.) Footings, foundations, and other ground work will be removed as part of the demolition project.
- 5.) The City of Newton will provide the grant funding as a reimbursement upon completion of the demolition.
- 6.) Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 303 West 4th Street North, Suite 501 Newton, Iowa 50208 for administrative verification of expenditures and applicant match.

- 7.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.
- 8.) All future equipment storage at 1030 East 7th Street North shall be parked wholly within the building or upon an adequate parking surface in accordance with City Code (not grass or within the public right-of-way).
- 9.) The property owned by the applicant at 1030 East 10th Street North shall be cleaned up and exterior parking/storage on the north, east, and south sides of that building shall be eliminated. Exterior parking/storage on the west side of the building may remain.

Applicant:

Randy Ray

Date

For City of Newton:

Melissa Dalton, Mayor Pro Tem

Date

City of Newton Council Report

**Item:**

Resolution approving a rate increase for City Attorney prosecution services

Summary:

Increase prosecution fee rate for Brick Gentry P.C. to align with market conditions

Financial Impact:

\$17,500

Report Number: 2026-649**Date:**

June 15, 2026

Lead Department:

Police

Recommendation:

Approve

Background:

The City contracts with Brick Gentry P.C. for prosecutions and general legal services. From 2012 through 2025, the City received a discounted rate for legal fees of \$150 per hour for both prosecution and general legal services. In addition, since 2012, the amount paid monthly for prosecutions was set at a flat rate of \$4,375 (based on an estimate of 29-30 hours of work monthly). The previous Council voted to raise the general rate from \$150 to \$200 effective July 1, 2025; however, the prosecution rate was not brought to the Council for adjustment at that time.

As of 2026, Newton is the only municipal client of Brick Gentry P.C. being charged less than \$200 for any portion of legal services, so the request is being made by the firm to raise the prosecution rate to align with the general rate. This would change the flat rate for prosecutions from \$4,375 to \$5,833, which would result in a yearly increase of \$17,500. The proposed adjustment pertains solely to prosecutions and does not affect the amounts charged for other types of legal work.

In summary, the proposed rate adjustment is limited in scope, reflects the distinct nature of prosecution work, and is consistent with broader municipal practices. The City will continue to benefit from a discounted rate on general legal services, while the adjustment ensures that prosecution services remain sustainable and aligned with market conditions. The increase would be funded through the Administrative budget under the prosecutions line item and would be effective July 1, 2026.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING A RATE INCREASE FOR CITY ATTORNEY
PROSECUTION SERVICES**

WHEREAS, The City utilizes Brick Gentry P.C. for prosecutions and general legal services; and

WHEREAS, The hourly rate for prosecutions is currently at \$150 per hour and Brick Gentry P.C. has requested an increase to \$200 per hour to align with the general legal services rate, and

WHEREAS, This change would result in a yearly increase of \$17,500

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa approve a rate increase for City Attorney prosecution services for Brick Gentry P.C. to \$200 per hour to be paid through the Administration’s general fund budget effective July 1, 2026.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

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

Summary:

Amending cemetery rules and regulations and fee schedule to reflect the changes.

Financial Impact:

Potential cost savings in reduction of overtime for staff

Report Number: 2026-650

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

After analyzing the current cemetery operations, it is necessary to amend the Cemetery Rules & Regulations pertaining to interment times. After receiving elected official feedback in March 2026 on the matter, the proposed changes have since been adjusted as follows:

1. Change from 7:30 am – 2:30 pm weekday burials & interments to 8:00 am – 2:00 pm weekday burials & interments.
2. Adding 8:00 am – 1:00 pm times for Saturday burials & interment times.
3. Sunday and Holiday burials & interments are still allowed, but require written permission given by the Community Development Director and/or his/her designee. Note that the additional charge for Sunday and Holiday burial will be double the weekday rate, if approval is granted.
4. Amending the fee schedule to coincide with the adjusted burial & interment time changes.
5. It was identified that language regarding the spread of ashes on cemetery grounds was missing from the rules and regulations, and this amendment addresses that concern.

A late arrival penalty fee that was included in an earlier proposal has been removed.

The impact to the public with the change on Sunday and Holiday burials will be relatively minimal. From July 1, 2025- present, there were no holiday burials. Sunday burials in that same time period were as follows:

June 15, 2025, November 9, 2025, November 23, 2025, January 18, 2026

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

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

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

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

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

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

(Approved — ~~August 4, 2025~~ June 15, 2026)

Forward

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

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

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

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

Section 1. Definitions:

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

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

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

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

Crypt: A chamber in a mausoleum.

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

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

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

Mausoleum: A stone structure for above ground interment.

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

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

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

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

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

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

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

Section 2. Perpetual Care:

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

Section 3. Purchase of Interment Rights:

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

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

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

Section 4. Ownership Rights of Interments:

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

owner by surrendering the original certificate of interment rights and there must not have been any interments placed in the spaces. If an increase in the sale price has been made since the original lot, niche, or crypt was purchased, the owner shall be required to pay the difference between the original lot, niche, or crypt price and the current lot, niche, or crypt price.

Section 5. Lot Care:

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

Section 6. Rules for Visitors:

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

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

Section 7. Privileges & Restrictions:

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

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

Section 8. Interments & Disinterments:

- a) The cemetery will open for interments from ~~7:30~~ 8:00 am to 2:30 pm ~~daily~~ Monday thru Friday and on Saturday from 8:00 am to 1:00 pm. ~~Additional fees shall apply for weekdays after: 2:30 pm, Saturday, Additional fees shall apply to Saturday burials or interments. See Section 14. – Fees.~~
- a)b) ~~There will be no burials or interments scheduled on~~ Burials on Sundays, and or City holidays ~~require written approval from the Community Development Director or designee. Additional fees shall apply to Sunday or Holiday Burials See section 14.- Fees burials or interments. See Section 14. – Fees.~~
- b)c) The following holidays are observed by the City of Newton:

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

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

- e)d) _____ All funerals on entering the cemetery shall be under the charge of the cemetery management and once a casket containing a body is within the confines of the cemetery, no funeral director nor his embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased, or an order signed by a Court of Competent Jurisdiction.
- d)e) _____ All orders for interments in lots, niches, or crypts must be signed by the owner of the lot, niche, or crypt or the owner's legal representative. When this is impossible because of illness or other reasonable cause, text message, email, fax or telephone permission will be accepted but will make the person calling responsible and any change of location made after the opening is begun shall be at the expense of the lot, niche, or crypt owner. Should the lot, niche, or crypt owner fail or neglect to make such designation, the cemetery reserves the right to make interment in accordance with normal cemetery procedure. The cemetery assumes no responsibility for any error in such location and an additional charge will be made for any change requested.
- e)f) If cemetery management receives direction from a lot, niche, or crypt owner or funeral home to open a grave site, and then a change is made after the site is opened, an additional charge will be assessed to the owner or funeral home making the initial request.
- f)g) Cemetery personnel or designated contractual services hired by the City of Newton will be the only workers permitted to open and close graves. Others may be allowed to observe or participate in a ceremonial manner as approved by the Cemetery Management on a case-by-case basis.
- h) _____ No bodies shall be buried or interred within or on any lot, niche, or crypt in the cemetery unless previous arrangements have been made with, and permission given, by the cemetery. Persons requesting openings will be responsible for payment of work.
- g)i) The City prohibits spreading of ashes above ground.
- h)i) Lots, niches, or crypts shall not be used for any other purpose than the burial of human remains and shall be for members of the family only, except where written permission of the owner is filed with the City.
- i)k) Burials shall conform to all applicable State of Iowa codes, regulations, and guidelines.
- j)l) Graves for adults shall not be less than 5' deep, and for children not less than 3' deep. All graves shall be dug by cemetery personnel or by contracted services hired by the City, and shall be paid for in advance, or guaranteed by the undertaker in charge in writing.
- k)m) _____ In all areas except designated Veteran's blocks, the interment of multiple bodies in one lot or space, up to a total of two bodies in either combination of one adult casketed remains and one additional cremation remains or two cremation remains, shall be permitted, as long as adequate or useable space exists, as determined by the City. Said multiple burials shall all be of one family unit, and could also include separate casketed parent and casketed child burials, or two separate casketed child burials, also if space exists as determined by the City.
- h)n) To eliminate sunken graves caused by the collapse of wooden outer containers, it is required that all burials must be made in outer receptacles made of reinforced concrete.
- m)o) _____ The use of surface burial vaults is prohibited.
- n)p) _____ All charges for interments or services in connection therewith, shall be paid at the Community Development Office and payment of any and all indebtedness due the cemetery must be arranged for before interment is made.

ø)g) _____ The right is reserved by the City to require at least two business days advance notice prior to any interment. Additional notice of three business days required during the months of December through March or if adverse conditions exist, i.e. heavy snow, frozen ground, etc. All interments and disinterments must be made in the manner, and upon the charges fixed by the City.

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

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

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

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

but will not guarantee survival or replacement if damaged. Due to space restrictions, the City reserves the right to limit the number of donations accepted.

- h) Regulations Regarding Items Other Than Flowers: The permanent placing of toys, boxes, ornaments, and similar articles may ONLY be located on the foundation of the monument. Glass objects are not permitted. Such items must be permanently attached to the foundation and can exceed no more than 12" in height and are limited to no more than 2 items per monument. A metal, single stem flag holder no more than 30 inches above ground surface is allowed if placed adjacent to the foundation. Flags can be placed in the flag holders and shall not extend more than 36 inches above the ground surface. A single shepherd's hook, no more than 42 inches in height, may be placed immediately adjacent to the foundation with one hanging basket allowed. The City of Newton is not responsible for these items and if items are placed in areas other than in the permanent container on the monument, the City reserves the right to remove the items not in compliance with regulations.
- i) A single wreath or bud vase (not both) is permitted on a niche space at the columbarium provided the following criteria are met:
 - The wreath may be no more than 8" diameter and must be centered on the niche so that it does not cross or extend beyond the boundary of the niche. If any decoration, or portion thereof, is observed to extend beyond the boundaries, the City of Newton will remove the decoration, but not the mounting apparatus. Families understand that mounting apparatus may cause damage to the plaque and that the City of Newton is not responsible in the instance that mounting apparatuses fail or fall from the niche.
 - The single bud vase, mounted to the niche plaque at the columbarium, is permitted provided the bud vase shall be ordered through the City of Newton Parks Office to ensure consistent size, design, and material (bronze). The bud vase shall be installed by the City of Newton Parks Staff.
 - The bud vase shall be mounted in such a manner that the vase and its contents do not extend beyond the boundary of the niche.
- j) Artificial wreaths and evergreen blankets are permitted between November 1st and the first clean-up of each calendar year which occurs the first full week in April.
- k) The City of Newton does not assume any responsibility for the loss or damage of any floral decorations, other memorials or their containers.

Section 10. Marker/Monument Regulations:

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

- a) All memorial work must be approved by the City as to material, design, inscription and location on the lot.
- b) Any unauthorized memorial work will be removed from the grave at the expense of the monument company until proper arrangements have been made at the Community Development Office.
- c) No memorial work will be allowed on lots or graves until all cemetery obligations to the City are paid in full.
- d) In the event that a lot is purchased for multiple burials, only 1 marker per single lot is allowed. A "monument" may be a "Head Marker" (single stone), a "Flush Marker" (single stone set flush

to the ground), or a “Companion Marker” (a single or double stone with more than one name inscribed).

- e) See Section 11 and Section 12 for marker/monument regulations specific to both Union Cemetery and Memorial Park Cemetery.
- f) Only granite or bronze will be permitted in all memorial work.
- g) Any memorial work not approved by the City and not meeting the criteria set forth in this section shall be removed at the expense of the contractor.
- h) Striving for surroundings of peace and beauty as a setting for memorial work prohibits advertising of any description within the cemetery. However, a small emblem or insignia inconspicuously located on the memorial will be permitted.
- i) No monument will be permitted without prior approval of the City. All foundations shall comply with City specifications or be subject to removal. Monument size and foundation specifications are stated in Appendix “A” to this document. Lot location and inspection costs for foundations are set by Resolution of the Newton City Council. It shall be the responsibility of the individual or company selling the monument to pay for this fee.
- j) Cemetery management will flag the dedicated lot to show the monument salesperson or monument company representatives where the marker is to be placed.
- k) Cemetery personnel will only set the foundation for a Veteran’s headstone not located in a designated Veteran’s block; the funeral home who handles the burial will be billed. The price of setting is set by Resolution of the City Council. These foundations may also be set by monument companies in accordance with Cemetery rules and regulations.
- l) Cemetery personnel will not help unload or place any markers for the salesperson.
- m) All monument salespersons are to contact the cemetery management before constructing or pouring foundations on any lot in the cemetery.
- n) All monument companies will keep an up-to-date list of all foundations and markers delivered to the Cemetery, and provide same to cemetery management on a yearly basis.
- o) After a salesperson has been billed for the setting of a marker, if the bill is not paid within 30 days, the City has the right to refuse to let anyone else set any markers for this salesperson until all bills are paid.
- p) The temporary marker provided by the funeral directors are assumed to be short lived and the City assumes no responsibility for them.

Section 11. Marker/Monument Regulations for Union Cemetery:

- a) In all Blocks except designated Veteran’s Blocks, markers shall not exceed 22” in height.
- b) In all Blocks except designated Veteran’s Blocks two-piece markers or monuments will be allowed.
- c) All markers must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- d) No markers allowed at foot of graves in all Blocks and designated Veteran’s Blocks.
- e) Military markers not located in the Veteran’s Blocks are required to have a foundation. Markers shall be placed in the area of a normal setting.

- f) Military markers located in designated Veteran's Blocks shall be marked with one Government Issue, flat, gray granite Veteran's marker 24 inches in length, 12 inches in width and not less than four, nor more than six inches thick, or a like marker obtained from other sources.
- g) No permanent vases are allowed to be put in the Veteran's section.

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

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

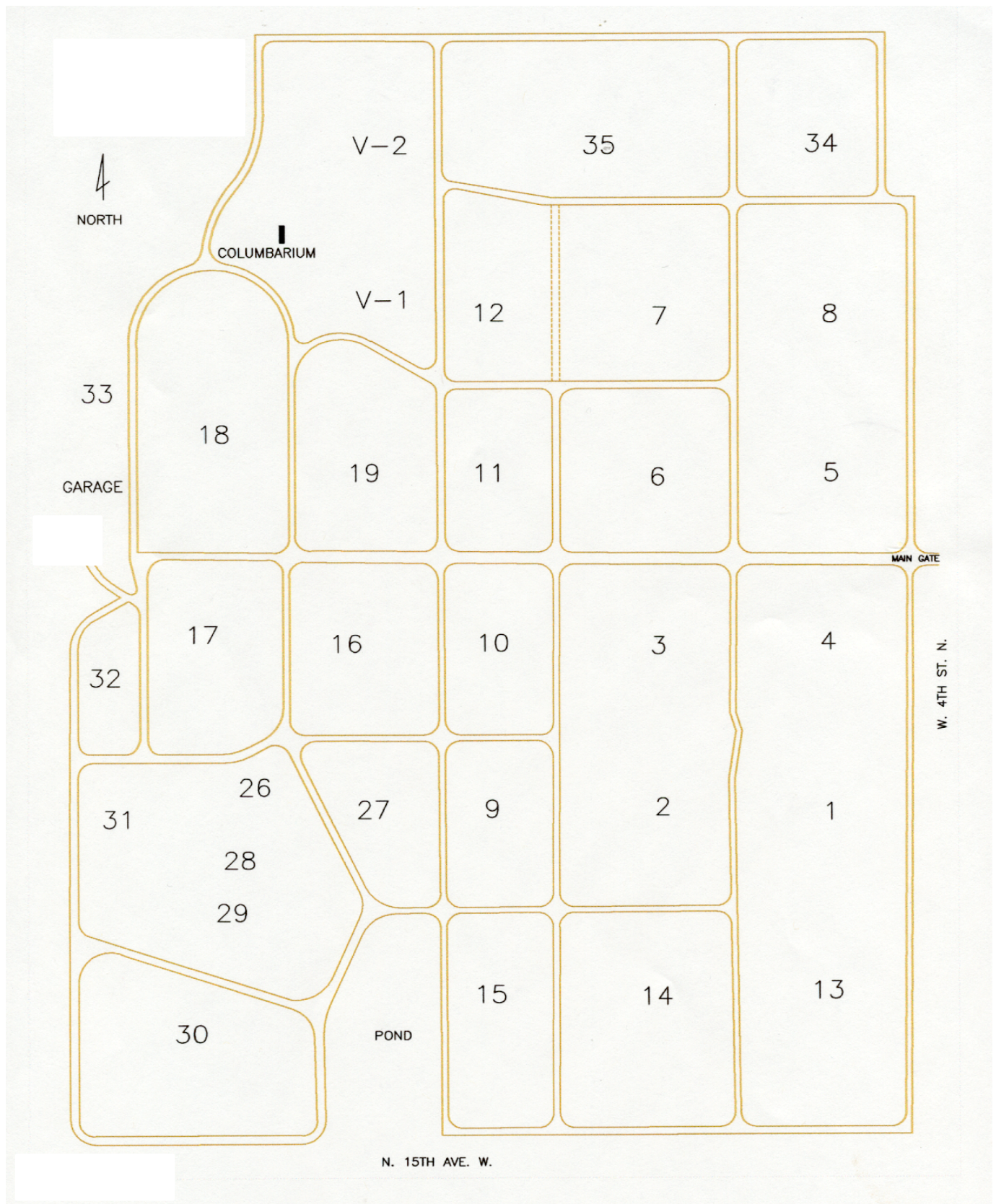
Section 13. Columbarium Rules & Regulations:

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

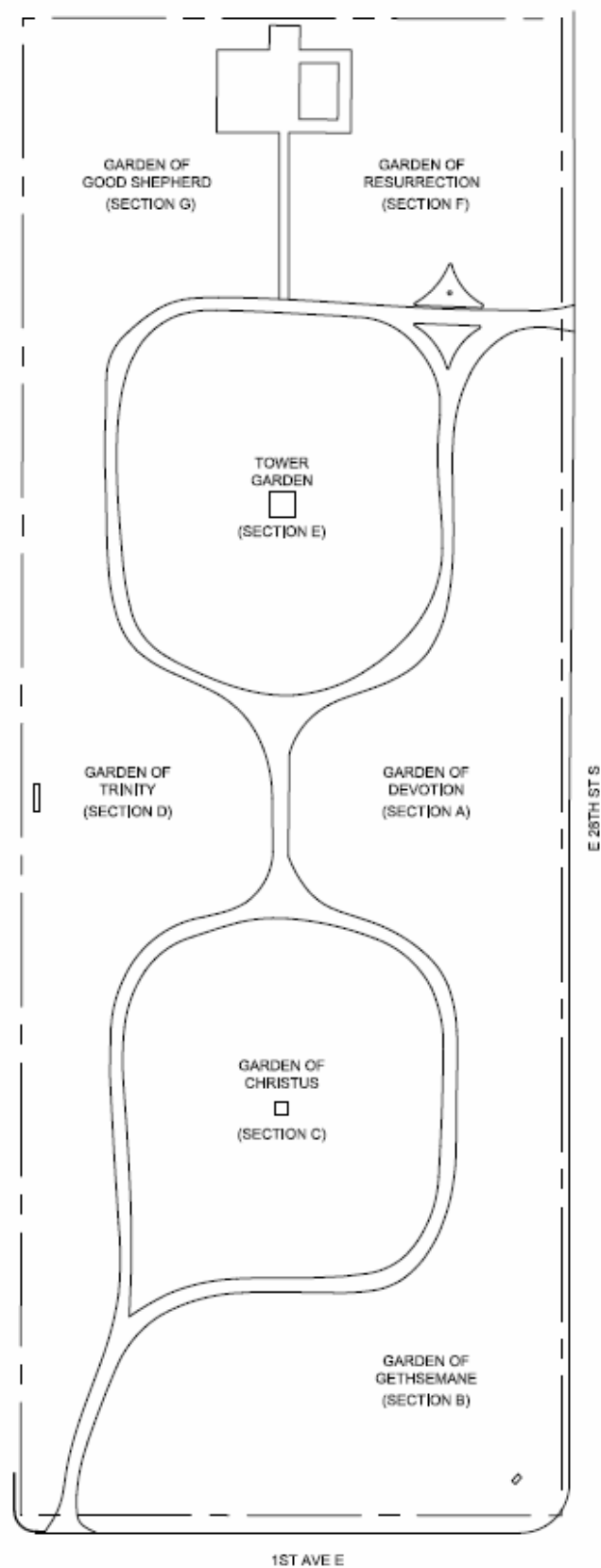
Section 14. Fees:

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

Map of Union Cemetery
Map of Memorial Park Cemetery



4
NORTH



Appendix A

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

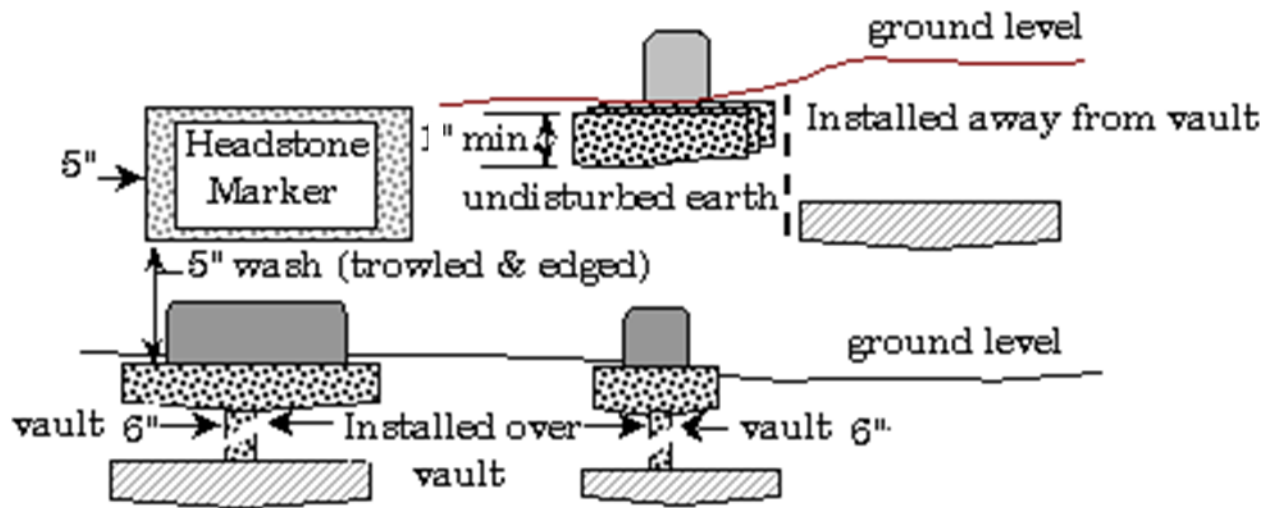
The following specifications are for monument and foundations installed in both Union Cemetery and Memorial Park Cemetery and will be enforced by management.

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

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

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

Stone Foundations & Stone Setting



Parks & Recreation
303 W 4th St N
Suite 501
Newton, IA 50208
641-792-7116

CEMETERY FEE SCHEDULE

(Effective ~~October 6, 2025~~ June 15, 2026)

Sale of Sections	<u>Fee</u>
Adult (full-sized space at Union & Memorial Park)	\$900
Cremation-Only Sized Space (have a few at Union only)	\$500
Baby (spaces in Babyland only, ages 5 & under at Union)	\$425
Veteran in Veteran's Section (resident) ¹	\$0
Veteran in Veteran's Section (full-sized space, non-resident) ¹	\$750
Veteran's Spouse (full-sized space)	\$750
Veteran in Vet's Section (cremation-sized space, non-resident) ¹	\$375
Veteran's Spouse (cremation-sized space)	\$375
Columbarium	
Niche ⁵	\$1,400
Double Niche ⁵	\$2,800
Opening & Closing Graves	
Adult – Weekdays ²	\$850
Baby – Weekdays ²	\$425
Cremation – Weekdays ^{2, 3}	\$550
Disinterment	
Adult (casket) ⁴	\$1,500
Baby (casket/cremation) ⁴	\$750
Adult (cremation buried in lot) ⁴	\$750
Columbarium Niche ⁴	\$150
Setting of Stones & Misc. Charges	
Veteran in Veteran's Section	\$100
Veteran not in Veteran's Section	\$125
Lot Location & Inspection Fee for Foundations	\$25
Fee for copy of Certificate of Interment Rights	\$20
Lot or Niche Transfer Fee	\$30
Niche Vase	\$20

- ¹ To qualify for the Veteran's resident rate, a driver's license, recent utility bill or voter registration must be provided that shows the deceased lived within Newton city limits within 90 days of death; along with a copy of their DD214 papers. Only available at Union.
- ² Any weekday closing of graves that begin after 2:30 pm will incur an additional \$100 fee; Saturdays additional \$200.00; Sundays and Holidays if written approval is granted shall be double the weekday rate additional \$400.00.
- ³ \$50.00 for each additional cremation opening & closing in same section and on same day.
- ⁴ City is not liable for damages that occur to the vault or urn. Disinterment's will only be done on weekdays during regular hours.
- ⁵ Niche purchases include bronze name plaque and opening/closing to place urn.

City of Newton Council Report

**Item:**

Resolution approving the Purchase of 507 North 2nd Avenue West for the Dangerous and Dilapidated Program

Summary:

Direct purchase of highly visible dilapidated property near downtown.

Financial Impact:

\$12,000 of funds from North Central Urban Renewal Area

Report Number: 2026-651

Date:

June 15, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The property at 507 North 2nd Avenue West has long been a neighborhood eyesore and is highly visible in its proximity to DMACC campus and downtown. The current owner originally purchased the property in 2025 for \$30,000 with intentions of rehabilitating it. The current owner has determined that the cost to rehabilitate is greater than the property is worth.

City staff has negotiated a purchase price of \$12,000.00. This acquisition cost is less than the assessed land value, which is \$15,000 according to the Jasper County Assessor. Expected demolition costs could be in the \$20,000-\$25,000 range.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE OF 507 NORTH 2ND AVENUE WEST FOR THE DANGEROUS AND DILAPIDATED PROGRAM

WHEREAS, the property located at: 507 North 2nd Avenue West, legally described as: LOT ONE IN THE SUBDIVISION OF LOT FORTY-FIVE IN WEST NEWTON, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

WHEREAS, Sean and Lindsay Guin, owners of 507 North 2nd Avenue West, have agreed to sell the property to the City of Newton for a total amount of \$12,000.00 (Twelve thousand dollars and no cents);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That the purchase of 507 North 2nd Avenue West is hereby approved using North Central TIF Funds; and

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

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

To: Sean Guin and Lindsay Guin, herein designated as "Seller".

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at **507 North 2nd Avenue West** in the City of Newton, Jasper County, Iowa, described as follows:

LOT ONE IN THE SUBDIVISION OF LOT FORTY-FIVE IN WEST NEWTON, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

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

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

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

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

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

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

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

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

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

8. **ENVIRONMENTAL MATTERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Erin Chambers

DATE OF OFFER: May 29, 2026 Negotiator For City: Erin R. Chambers, Director of Community Development
641-792-6622 x 2301
erinc@newtongov.org

CITY OF NEWTON, IOWA By _____ Date _____
Mayor Randy J. Ervin

The foregoing offer is accepted this 31 day of 5, 2026.

Sean Guin _____
Seller: Sean Guin Tax ID/ Social Security Number

LG _____
Seller: Lindsay Guin Tax ID/ Social Security Number

City of Newton Council Report

**Item:**

Resolution approving change order # 1 for the 2026 City Wide HMA project

Summary:

Approving change order #1 to Manatts for the 2026 City Wide HMA Overlay Project.

Financial Impact:

\$16,400.00 to be paid from Road Use Tax funds.

Report Number: 2026-652

Date:

June 15, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

The 2026 City-Wide HMA Resurfacing Project, awarded to Manatt's Inc., is currently underway with the purpose of resurfacing multiple streets throughout the City of Newton. The project cost came in under budget by \$247,369.66.

Over the past several years, the pavement in the north gutter line at the intersection of S 5th Ave E and E 8th St S has begun to decline due to poor subgrade and drainage conditions. To fix the issue, staff requested a price from Manatt's Inc. to remove the failed pavement and subgrade and replace them with 18 inches of granular subbase and 6 inches of asphalt.

The total cost for this work is \$16,400, which is in line with current construction prices. The extra work will be paid for from road use tax funds.

Recommendation:

Approval of change order #1 in the amount of \$16,400.00 for the 2026 City Wide HMA Overlay Project to Manatts of Brooklyn, IA.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING CHANGE ORDER #1 FOR THE
2026 CITY WIDE HMA OVERLAY PROJECT

WHEREAS, the 2026 City-Wide HMA Resurfacing Project, awarded to Manatt's Inc., is currently underway to resurface multiple streets throughout the City of Newton. The project cost came in under budget by \$247,369.66; and

WHEREAS, over the past several years, the pavement in the north gutter line at the intersection of S 5th Ave E and E 8th St S has begun to decline due to poor subgrade and drainage conditions; and

WHEREAS, to fix the issue, staff requested a price from Manatt's Inc. to remove the failed pavement and subgrade and replace them with 18 inches of granular subbase and 6 inches of asphalt; and

WHEREAS, the total for these items brings the change order cost to \$16,400.00. The cost for this change order will be paid from Road Use Tax funds.

NOW, THEREFORE, BE IT RESOLVED, that change order #1 for the 2026 City Wide HMA overlay Project to Manatts of Brooklyn, IA, in the amount of Sixteen Thousand Four Hundred Dollars and Zero Cents (\$16,400.00) is hereby approved and shall be paid for from Road Use Tax Funds.

PASSED this _____ day of June, 2026.

APPROVED this _____ day of June, 2026.

Melissa Dalton, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk



3216 Hwy. 574 South
P.O. Box 945
Newton, IA 50208
Phone: 641.792.7500
Fax: 641.792.0336



To:	All Bidders	Contact:	Jon Puls
Address:	Any City, IA	Phone:	
		Fax:	
Project Name:	City Of Newton - 2026 City Wide HMA Project		
Project Location:		Bid Number:	
		Bid Date:	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		PATCHING - 6" HMA	40.00	SY	\$135.00	\$5,400.00
		PREP CREW	40.00	SY	\$275.00	\$11,000.00
Total Bid Price:						\$16,400.00

Notes:

- Bonds and/ or warranties of any kind not included.
- Manatt's Inc. will pay our own association dues.
- Quote includes 1 (one) mobilization only.
- Price excludes testing, removal and replacement of soft/unstable subgrade, staking, and backfill.
- This Quote is valid for 30 days only.
- Billing to be based on measurements taken after completion of the work.
- **Price includes removal of pavement and subgrade. Adding 1' of 3" rock and 6" of Special Backfill and 6" of HMA**

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Manatt's, Inc. - Newton  Authorized Signature: Estimator: Jon Puls (319) 350-2391 jonp@manatts.com
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City of Newton Council Report

**Item:**

Resolution awarding the purchase of fire equipment for the new ladder truck

Summary:

Resolution to purchase fire equipment for the new ladder truck

Financial Impact:

A total of \$32,226.64 to be paid from 2026A bond funds for Fire Vehicles (313-1050-67100).

Report Number: 2026-673**Date:**

June 15, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department equips their vehicles with fire equipment according to national standards to meet operational needs.

Project Specifications were prepared by the Fire Department and vendors were provided lists of necessary equipment. We received bids from three fire equipment vendors. Staff recommends awarding the purchase to the lowest, responsible bidder.

Recommendation:

City Staff recommends Council award the purchase of fire equipment to the lowest, responsible bidder, Danko Emergency Equipment Company of Snyder, Nebraska for the purchase of fire equipment for the new ladder truck in the amount of \$ 35,226.64. This price includes a \$2,500 allowance for shipping costs. The purchase will be paid from the proceeds of the 2026A bond funds for Fire Vehicles (313-1050-67100).

Matt Muckler, City Administrator

RESOLUTION NO. 2026-

**RESOLUTION AWARDING THE PURCHASE OF FIRE EQUIPMENT FOR THE
NEW LADDER TRUCK**

WHEREAS, the Fire Department is purchasing a new ladder truck: and

WHEREAS, the Fire Department equips their vehicles according to national standards to meet operational needs; and

WHEREAS, specifications were prepared and bids sought from vendors; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids for fire equipment for the new ladder truck be accepted and awarded to the lowest, responsible bidder, Danko Emergency Equipment Company of Snyder, Nebraska for the purchase of listed fire equipment in the amount of \$ 35,226.64.

BE IT FURTHER RESOLVED, the total purchase of thirty-five-thousand two-hundred twenty-six dollars and 64 cents (\$ 35,226.64) for the equipment project, is hereby approved. The purchase will be paid from the proceeds of the 2026A Bonds fund balance from Fire Vehicles (313-1050-67100).

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Melissa Dalton, Mayor Pro-Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding the purchase of radio equipment for the new ladder truck

Summary:

Resolution to purchase radio equipment for the new ladder truck

Financial Impact:

A total of \$14,759.68 to be paid from the 2026A bond funds for Fire Vehicles (313-1050-67100).

Report Number: 2026-674**Date:**

June 15, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department equips their vehicles radio equipment according to national standards to meet operational needs.

Project Specifications were prepared by the Fire Department and vendors were provided lists of necessary equipment. We received a bid from our radio system equipment vendor. Staff recommends awarding the purchase to the lowest, responsible bidder.

Recommendation:

City Staff recommends Council award the purchase of radio equipment to RACOM of Pella, Iowa for the purchase of listed radio equipment in the amount of \$ 14,759.68. This price includes a \$ 55 allowance for shipping costs. The purchase will be paid from the proceeds of the 2026A bond funds for Fire Vehicles (313-1050-67100).

Matt Muckler, City Administrator

RESOLUTION NO. 2026-

**RESOLUTION AWARDING THE PURCHASE OF RADIO EQUIPMENT FOR THE
NEW LADDER TRUCK**

WHEREAS, the Fire Department is purchasing a new ladder truck: and

WHEREAS, the Fire Department equips their vehicles according to national standards to meet operational needs; and

WHEREAS, specifications were prepared and bids sought from our system vendor for (1) mobile and (1) portable units; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids for the radio equipment for the new ladder truck be accepted and awarded to RACOM of Pella, Iowa for the purchase of listed radio equipment in the amount of \$ 14,759.68.

BE IT FURTHER RESOLVED, the total purchase of fourteen-thousand seven-hundred fifty-nine dollars and 68 cents (\$ 14,759.68) for the radio equipment project, is hereby approved. The purchase will be paid from the proceeds of the 2026A Bonds fund balance from Fire Vehicles (313-1050-67100).

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Melissa Dalton, Mayor Pro-Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding the purchase of thermal imaging equipment for the new ladder truck

Summary:

Resolution to purchase thermal imaging equipment for the new ladder truck

Financial Impact:

A total of \$6,369.71 to be paid from the 2026A bond funds for Fire Vehicles (313-1050-67100).

Report Number: 2026-675**Date:**

June 15, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department equips their vehicles radio equipment according to national standards to meet operational needs.

Project Specifications were prepared by the Fire Department and vendors were provided lists of necessary equipment. We received quotes from four different vendors. Staff recommends awarding the purchase to the lowest, responsible bidder.

Recommendation:

City Staff recommends Council award the purchase of radio equipment to The Fire Store of Coatesville, Pennsylvania for the purchase of thermal imaging equipment in the amount of \$ 6,369.71. This price includes a \$ 20.71 allowance for shipping costs. The purchase will be paid from the proceeds of the 2026A bond funds for Fire Vehicles (313-1050-67100).

Matt Muckler, City Administrator

RESOLUTION NO. 2026-

**RESOLUTION AWARDING THE PURCHASE OF THERMAL IMAGING
EQUIPMENT FOR THE NEW LADDER TRUCK**

WHEREAS, the Fire Department is purchasing a new ladder truck: and

WHEREAS, the Fire Department equips their vehicles according to national standards to meet operational needs; and

WHEREAS, specifications were prepared and bids sought from vendors for thermal imaging equipment; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids for the radio equipment for the new ladder truck be accepted and awarded to The Fire Store of Coatesville, Pennsylvania for the purchase of listed thermal imaging equipment in the amount of \$ 6,369.71.

BE IT FURTHER RESOLVED, the total purchase of six-thousand three- hundred sixty-nine dollars and 71 cents (\$ 6,369.71) for the thermal imaging equipment project, is hereby approved. The purchase will be paid from the proceeds of the 2026A Bonds fund balance from Fire Vehicles (313-1050-67100).

PASSED this _____ day of June 2026.

APPROVED this _____ day of June 2026.

Melissa Dalton, Mayor Pro-Tem

ATTEST:

Katrina Davis, City Clerk