



Newton City Council Agenda

August 17, 2026 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Presentation

2. Jasper County Conservation - Keri Van Zante, Director
3. The Well - Dave Woodcock, Chief Ministry Officer

Citizen Participation

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

Consent Agenda

5. August 3, 2026 Regular City Council Meeting Minutes
6. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-13)
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-14)
8. Resolution approving two permanent municipal utility easements located at 981 & 1001 W 22nd St S
9. Resolution accepting completion of the Westwood Golf Course Bridge Replacement and Repairs Project
10. Resolution authorizing the filing of 657A.10A petition for 308 East 8th Street North, Newton, Jasper County, Iowa
11. Resolution entering into agreement for pest control services for Westwood Clubhouse
12. Resolution approving and authorizing submittal docs for City's Community Development Grant to Iowa Economic Development Authority
13. Resolution awarding Water Treatment Plant Clarifier Bearing Repair Project to Vessco Inc.

14. Resolution Authorizing the City of Newton and the Newton Fire Department to Enter into a 28E Agreement for Emergency Medical Services (EMS) Transportation with City of Baxter and Baxter Rescue Squad.
15. Resolution accepting completion for the City of Newton Public Safety Storage Building Project
16. Resolution approving inter-departmental purchase of Wheel Loader from Water Pollution Control to Community Development
17. Resolution approving the Amended Grant Agreement for the building at 107 1st Avenue West
18. Resolution setting a public hearing for sale of 827 East 8th Street South, Newton, Jasper County, Iowa
19. Approve Bills

Public Hearing

20. Public Hearing on a resolution awarding contract for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project
 - On May 21, 2024, July 3, 2026, and July 4th, 2026, the City of Newton experienced heavy rainfall, resulting in severe flash flooding at the intersection of E 12th St and 1st Ave E.
 - HR Green has completed the design of a second phase of the project to construct an additional box culvert to aid in drainage and storage of stormwater, along with storm intake replacement, utility relocation, and pavement removal and replacement
 - Staff recommends awarding the project to the lowest responsive, responsible bidder, TK Concrete Inc. of Pella, IA, with a total bid price of \$1,674,990.00 to be paid with 1st Ave E TIF, Stormwater Utility, Road Use Tax, and State of Iowa funds
21. Resolution awarding contract for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project

Resolution

22. Resolution Awarding a contract for the Construction of Cardinal Pond Phase II improvement project
 - Cardinal Pond has become a well-used and valued community amenity.
 - Phase II consists of trail extension on the east side of Cardinal Pond and will be paid for using grant funds received from Iowa DNR.
 - The lowest responsive and responsible bidder is MODCON Inc of Clive, Iowa, with a bid amount of \$47,297.00.
23. Resolution approving Athletic Court/Field Use Agreement with Newton Area Pickleball and Tennis Association
 - Newton Area Pickleball and Tennis Association (NAPTA) is a new local organization that has formed with the purpose of growing and supporting the games of pickleball and tennis in the Newton community.

- NAPTA desires to establish a relationship with the City of Newton in order to host league games in the community.
- An agreement between the City of Newton and NAPTA has been developed to provide the governance on court usage, insurance/liability, fees, etc.

24. Resolution approving the Fastpitch SB Complex Minor Plat 1

- The Minor Plat proposes re-platting and consolidation of land and establishes a clear legal description and new lot lines generally in the 3000 block of Rusty Wallace Drive.
- City Council held a public hearing and approved the subdivision on January 20, 2025.
- Significant time has passed and the subdivision is now ready to be recorded.
- It is desirable to approve a new resolution with a current date and current signature prior to recording.

25. Resolution amending the Vacant Building Policy to establish City Council as the Appeals Body in lieu of the Building Trades Board

- It is desirable to amend the policy that established the Building Trades Board as the appeal body for the Vacant Building Code/Policy.
- This resolution establishes City Council as the appeal body for the Vacant Building Code/Policy.

Mayor/Council Comments

26. 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
AUGUST 3, 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. Nascar Update — Eric Peterson, Iowa Speedway President

Announced the 3rd consecutive sellout. There will be a fun full week of activities with a great race this weekend. 2027 the cup race will be back. Because of a great partnership with the state, there will be some major improvements to the track and fan-faced amenities. Dirks Bentley will be performing Sunday.

Citizen Participation

3. Various citizens spoke during citizen participation.

Consent Agenda

Moved by Roth, seconded by Mills to approve consent agenda items 3-18. AYES: Six. NAYS: None. Consent Agenda was adopted.

4. July 20, 2026 Special City Council Meeting Minutes

5. July 20, 2026 Regular City Council Meeting Minutes

6. July 20, 2026 City Council Workshop Minutes

7. July 24, 2026 Special City Council Meeting Minutes

8. Approve Liquor Licenses for the following: PB Pub - LC0045655, 113 1st Ave E, Outdoor service renewal; 2nd Ave Social LLC Special Event, 600 N 2nd Ave W, September 5, 2026

9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-12)
Resolution 2026-288 adopted.

10. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-13)
Resolution 2026-289 adopted.

11. Resolution Approving a Property Tax Rebate for the Best Midwest Properties LLC Property Located at 109 1st Ave W Within the North Central Urban Renewal Area
Resolution 2026-290 adopted.

12. Resolution accepting completion of the Demolition Project 2026-01
Resolution 2026-291 adopted.

13. Resolution approving quote for the purchase of Gridsmart Traffic Signal Control Boards located at W 2nd St, E 3rd St & E 4th St
Resolution 2026-292 adopted.

14. Resolution approving the purchase and up-fit services for one police patrol vehicle
Resolution 2026-293 adopted.

15. Resolution approving rescinding the application for an 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.
Resolution 2026-294 adopted.

16. Resolution approving the purchase of bleachers for the Aurora Park Tennis Courts
Resolution 2026-295 adopted.

17. Resolution Approving the Annual Support Fees for the Fire Department Record Management Software
Resolution 2026-296 adopted.

18. Approve Bills

Public Hearing

19. Public Hearing on Resolution approving grant application and funding commitment of a Community Development Block Grant

Mayor Ervin stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Alissa Schafer with Mid-Iowa Planning Alliance provided details on the grant. Moved by Dalton, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

20. Resolution approving grant application and funding commitment of a Community Development Block Grant
Moved by Mills, seconded by Holschuh to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2026-297 adopted.

Ordinance

21. Third Consideration of an Ordinance Granting to Interstate Power and Light Company (Alliant Energy) a 25-Year Non-Exclusive Electric Franchise
Moved by Hallam, seconded by Mills to approve the third consideration of the Ordinance. AYES: Four. NAYS: Dalton, Hallam. Third Consideration of the Ordinance was approved. Moved by Holschuh, seconded by Mills, to adopt the Ordinance. AYES: Four. NAYS: Dalton, Hallam. Ordinance 2489 was adopted.
22. Third Consideration of an Ordinance Establishing a Franchise Fee on Energy Providers Operating in the City of Newton, Iowa
Moved by Hallam, seconded by Roth to approve the third consideration of the Ordinance. AYES: Four. NAYS: Dalton, Hallam. Third Consideration of the Ordinance was approved. Moved by Mills, seconded by Holschuh, to adopt the Ordinance. AYES: Four. NAYS: Dalton, Hallam. Ordinance 2490 was adopted.
23. Third Consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2025, Title III, Chapter 30, Section 30.036, "Powers & Duties"; Title III, Chapter 35, Section 35.11, "Change Orders & Contracts"; and Title III, Chapter 35, Section 35.12, "Emergency Purchases"
Moved by Hallam, seconded by Mills to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Mills, seconded by Roth, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2491 was adopted.

Resolution

24. Resolution approving the granting of Downtown Improvement Grant funds for 108 1st Avenue East, Newton, Iowa in the Restaurant Improvements Program Area
Moved by Hallam, seconded by Mills to adopt the Resolution. Moved by Dalton, seconded by Roth to amend the resolution by adding a time limit on what they would have to pay back if they resolved their business or sold any items purchased with the grant. Simbro would like to have additional time to review. The motion to amend was pulled to allow this grant to go through, but they would like to review the program for the future. AYES: Six. NAYS: None. Resolution 2026-298 adopted.
25. Resolution Amending Eligible Activities of Downtown Improvement Grant funds in the restaurant improvements program area
Moved by Hallam, seconded by Roth to adopt the Resolution. Moved by Dalton, seconded by Hallam to postpone the resolution. AYES: Six. NAYS: None. Resolution was postponed.
26. Resolution Approving and Authorizing Submittal of Documents for the City's Community Development Block Grant submission to the Iowa Economic Development Authority
Moved by Dalton, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2029-299 adopted.

Mayor/Council Comments

27. Mayor and Council Comments
Mills asked for an estimated cost for the special election. Ervin indicated it would be approximately \$10,000. Mills is excited about NASCAR. Roth indicated there will be a Speediatrics Fun Day Festival at the track on Friday, which is a racing-themed youth wellness program organized by The NASCAR Foundation in partnership with local groups like the Newton YMCA. It features fitness activities, education, and a high-energy field day with track visits. Ervin thankful for NASCAR's investment.

Adjourn

Moved by Mills, seconded by Dallton to adjourn the meeting at 9:03 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Randy J. Ervin, Mayor

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 26-13)

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: \$4,486.00

Report Number: 2026-886

Date:

August 17, 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 \$4,486.00.

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 26-13).

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 26-13)**

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. 26-13 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 26-13, 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 September 2, 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 August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-13 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
Jencor LLC	827151002	319 N 15th Ave W	Newton	\$120,640	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AINSWORTH & WHEELER'S SD, LOT 2 OF LOT F	6/19/2026
Secretary of Housing and Urban Development	828476001	718 W 8th St N	Newton	\$161,380	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	MCCOLLOMS ADD N 100' LOTS 6-7 BLK 1	6/19/2026
Sheryl Shunk	827152010	1405 W 2nd St N	Newton	\$90,890	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	CONN PLACE LOT 13	6/19/2026
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	6/22/2026
Jessica Vansant & Tyler Sheffer	826302004	900 E 12th St N	Newton	\$87,530	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	EMERSON HOUGH PLACE NO. 2 LOT 17 SD OF LOT 13 BLK J	6/23/2026
Jacob Hague	834203014	500 1st Ave E	Newton	\$82,140	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	S HARTZEL'S ADD W 1/2 LOT 1 BLK 1 & OUT-LOT A	6/26/2026
J&K Midwest Properties LLC	835402011	514 E 20th St S	Newton	\$139,050	\$250.00	\$150.00	\$400.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 11 BLK E	6/29/2026
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	6/29/2026
Jessica Vansant & Tyler Sheffer	826302004	900 E 12th St N	Newton	\$87,530	\$110.00	\$150.00	\$260.00	Junk/Trash Remova	EMERSON HOUGH PLACE NO. 2 LOT 17 SD OF LOT 13 BLK J	6/29/2026
Matthew Gutierrez	826401008	1000 E 19th St N	Newton	\$169,850	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	SKEIE EAST ADD PLAT I, LOT 8	6/29/2026
Timothy Hartgers	835129020	207 E 17th St PI N	Newton	\$94,550	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	DENNISTON & PARTRIDGE SD PLAT 2 LOT 54	6/29/2026
MVP Homes Inc	833206003	1116 1st Ave W	Newton	\$111,040	\$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	6/29/2026
Betty & Kyle 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	6/29/2026
Dustin & Amanda Spearing	827428012	829 E 10th St N	Newton	\$123,860	\$150.00	\$150.00	\$300.00	Mow Grass/Trim We	EDMUNDSON'S ADD LOTS 1 & 2 BLK 17	6/29/2026
Andrew Baldwin	834228002	1005 N 4th Ave E	Newton	\$58,030	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	EAST HIGHLANDS LOT 4 BLK 2 EX S 50'	6/30/2026
Lori Rosewall	1303202002	609 S 13th Ave E	Newton	\$47,610	\$126.00	\$150.00	\$276.00	Junk/Trash Remova	LISTER'S ACRES LOT 7	7/1/2026
Nathan Stewart & Brooke Beste	827453002	707 N 8th Ave E	Newton	\$188,390	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	EFNOR'S SD LOT 7	7/1/2026
TOTAL:							\$4,486.00			

City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 26-14)

Summary:

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

Financial Impact:

Cost Recovery: \$2,140.00

Report Number: 2026-885

Date:

August 17, 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. 26-14)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 26-14: 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 26-14: 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 26-14: 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 26-14: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 26-14 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
Tyler & Araina Blanchette	835429026	608 E 26th St S	Newton	\$255,470	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	AURORA HEIGHTS SD LOT 14 BLK W &	7/6/2026
Stacie Cleghorn	834152008	310 S 2nd Ave W	Newton	\$147,310	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	WESTERLY 10' TRACT OF LOT 13	7/7/2026
Nathaniel Hinrichs	833279008	726 S 3rd Ave W	Newton	\$113,310	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	ORIGINAL PLAT S 1/2 LOT 7 BLK 18	7/6/2026
TEJ Holdings Newton LLC	834131003	321 E 3rd St N	Newton	\$171,050	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	WOODROW'S SD LOT 11 BLK 3	7/6/2026
Benjamin Atkinson	833228015	423 N 2nd Ave W	Newton	\$98,310	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	ORIGINAL PLAT LOT 1 BLK 2	7/6/2026
Michael Free	834435008	717 E 10th St S	Newton	\$93,360	\$100.00	\$150.00	\$250.00	Mow Grass/Trim We	WEST NEWTON LOT 1 SD LOT 43 & E	7/13/2026
Eric Kolman	835401015	503 E 20th St S	Newton	\$120,010	\$240.00	\$150.00	\$390.00	Junk/Trash Remova	60' LOT 44	7/13/2026
Anthony Stevenson	833206005	1100 1st Ave W	Newton	\$155,320	\$100.00	\$150.00	\$250.00	Limb/Branch Remov	LINCOLN PLACE ADD LOT 8 BLK 11	7/14/2026
TOTAL:							\$2,140.00		AURORA HEIGHTS SD LOT 5 BLK B	7/9/2026
									EXLINE'S ADD S 73' LOTS 1-2 BLK 5	

City of Newton Council Report

**Item:**

Resolution approving two permanent municipal utility easements located at 981 & 1001 W 22nd St S

Summary:

Approval of two permanent 15-foot municipal easements, along the shared property line between 981 & 1001 W 22nd St S, to accommodate the existing stormwater collection system

Financial Impact:

None

Report Number: 2026-825**Date:**

August 17, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

Two real estate easement agreements have been signed between the City of Newton and property owners Theo and Savonne Deo and Lyndee Hashman. The purpose of the easements is to provide the City of Newton with permanent utility easement access and maintenance to an existing storm sewer.

This action creates a new permanent 30-foot utility easement, 15 feet on either side of the shared property line between the two properties and the existing storm sewer. The easement will allow for the placement of an existing storm sewer while also allowing city crews access for future maintenance and repair.

The following identified easements, as represented by the Real Estate Easement executed by the property owner subject to City Council approval, are:

<u>Number</u>	<u>Owner Address</u>
2026-04P	Lyndee Hashman 981 W 22 nd St S
2026-05P	Theo and Savonne Deo 1001 W 22 nd St S

These easements have been granted by both property owners to the city for \$1.00.

Recommendation:

Approve the permanent utility easements granted to the city by the owners of 981 & 1001 W 22nd St S

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION ACCEPTING PERMANENT MUNICIPAL UTILITY EASEMENT AT
981 & 1001 W 22nd St S.**

WHEREAS, two real estate easement agreements have been signed between the City of Newton and property owners Theo and Savonne Deo and Lyndee Hashman; and

WHEREAS, the purpose of the easements is to provide the City of Newton with permanent utility easement access and maintenance to an existing storm sewer; and

WHEREAS, action creates a new permanent 30-foot utility easement, 15 feet on either side of the shared property line between the two properties and the existing storm sewer; and

WHEREAS, Public Works staff prepared the easement documents, contacted the affected property owner, and secured signatures.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the following Municipal Utility Easement(s), as represented by the Real Estate Easement executed by the property owner subject to City Council approval, are hereby approved:

Easement Number	Property Owner	Easement Address
2026-04P	Lyndee Hashman	981 W 22 nd St S
2026-05P	Theo and Savonne Deo	1001 W 22 nd St S

BE IT FURTHER RESOLVED, that the City Council of Newton, Iowa authorizes the Mayor to execute the Real Estate Easement documents for the affected property. This easement has been granted by the owner for \$1.00 to the City.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

ATTEST:

Randy J. Ervin, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Westwood Golf Course Bridge Replacement and Repairs Project

Summary:

Accepting completion of Westwood Golf Course Bridge Replacement and Repairs

Financial Impact:

None (no additional funds than previously approved)

Report Number: 2026-830

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Westwood Golf Course Bridge Replacement and Repairs Project is complete.

The City Engineer has prepared a Statement of Completion and it is necessary for the council to accept completion by resolution. Total contract price was \$556,768.00. The City expects reimbursement for a significant portion of this cost from FEMA.

**Recommendation:**

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION ACCEPTING COMPLETION OF THE WESTWOOD GOLF COURSE BRIDGE REPLACEMENT AND REPAIRS PROJECT

WHEREAS, by Resolution 2025-413 a contract with Caliber Concrete LLC for the Westwood Golf Course Bridge Replacement and Repairs Project was approved;

WHEREAS, Change Orders #1 and #2 were approved by Resolution 2026-110 and Change Order #3 was approved by Resolution 2026-204;

WHEREAS, the project is now complete and the City Engineer has prepared a Statement of Completion;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the City of Newton hereby accepts the project as complete and authorizes the payment of the retainer/remaining contract amount no sooner than 30 days after approval of this resolution should no claims be on file.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

ENGINEERS STATEMENT OF COMPLETION



Project:	<u>Westwood GC Streambank Impr.</u>	Contractor:	<u>Caliber Concrete LLC</u>
Owner:	<u>City of Newton, Iowa</u>	Owner's Project No.:	<u></u>
Engineer:	<u>Bolton and Menk</u>	Engineer's Project No.:	<u>24X.136772</u>

This Certificate of Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Final Completion: 5/31/2026

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

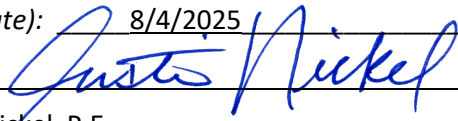
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Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

•

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on (date): 8/4/2025

By (signature): 

Name (printed): Justin Nickel, P.E.

Entity and Title: Project Manager, Bolton & Menk

City of Newton Council Report

**Item:**

Resolution authorizing the filing of 657A.10A petition for 308 East 8th Street North, Newton, Jasper County, Iowa

Summary:

Authorizing staff to file a 657A petition on abandoned property

Financial Impact:

Cost of legal fees- approximately \$5,000.00

Report Number: 2026-870

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The subject property was previously under renovation. No progress has been made for years at this point, and it appears abandoned.

This resolution authorizes City staff to proceed with preparing a petition under Iowa Code 657A to seek ownership of the abandoned property.

Any costs related to this action will be paid for using D&D funds.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION AUTHORIZING THE FILING OF A 657A.10A
ABANDONED PROPERTY PETITION FOR 308 EAST 8TH STREET
NORTH IN NEWTON, JASPER COUNTY, IOWA**

WHEREAS, the City of Newton has established a Dangerous and Dilapidated Building Program through which it acquires real estate for sale and redevelopment, and,

WHEREAS, State of Iowa Code 657A.10A allows for cities to petition for ownership of abandoned buildings, and the property 316 West 13th Street South in Newton appears to meet the criteria of abandoned buildings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That staff is directed to file a petition for the following property in accordance with State of Iowa Code 657A.10A for ownership of the abandoned building at

308 East 8th Street North, legally described as:

LOT TEN IN BLOCK TWO OF EAST NEWTON, AN ADDITION TO THE CITY OF
NEWTON, JASPER COUNTY, IOWA.

PASSED this _____ day of August, 2026

APPROVED this _____ day of August, 2026

Randy J. Ervin Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution entering into agreement for pest control services for Westwood Clubhouse

Summary:

Approving pest control services for Westwood Clubhouse

Financial Impact:

\$250.00 for initial visit, \$75 per visit after

Report Number: 2026-871

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

Westwood Clubhouse is a new community amenity that serves food to the general public. Following the recommendations of the staff's recent Safe Serve training, it was learned that pest control services are required.

City staff sought quotes and received responses from the following providers:

Preferred Pest- \$1,875 per year (monthly service)
Orkin- \$1,480 per year (monthly service)
Springer #1- \$1,150 per year (monthly service)
Springer #2- \$700 per year (every other month service)

Because the facility is new and pests are not a significant problem at this point in time, staff is confident with an every other month approach.

The cost of the service will be paid for by golf fund.

Recommendation:

Staff recommends approval of Springer Pest Control at a frequency of every other month.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION ENTERING INTO AGREEMENT FOR PEST
CONTROL SERVICES FOR WESTWOOD CLUBHOUSE**

WHEREAS, Westwood Clubhouse does not presently have pest control services;

WHEREAS, as a facility which prepares and serves food, it is necessary to engage pest control services;

WHEREAS, Springer Pest Control provided a reasonable quote for a frequency of every other month;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the agreement with Spring Pest Control for Westwood Clubhouse is hereby approved and the fees for the service shall be paid for by the Golf Fund

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

Commercial Pest Management Agreement

Acct#	04-0001957	Westwood Golf Course	Proposed By:
			Larry Knapp
Billing Address:	403 W 4th St N Suite 501 Newton, IA 50208		(515) 262-9229
For Service At:	3387 1st Avenue West Newton, IA 50208		8/11/2026
Customer Email:			(641) 792-1470

Pests Don't Stand a Chance.

Our expert technicians get ahead of pest issues—protecting your business, your employees, and your reputation every day, every season, all year long.

How Our PestFree 365 Business Plan Works:

- **Ongoing Protection** from many common pests that can disrupt your operations, create health risks, or damage property.
- **Seasonal Treatments** to establish and reinforce barriers so pests stay out, even as conditions and pest pressures change.
- **Expert Service** from trained technicians who know when and where pests are likely to invade, ensuring your facility remains safe, compliant, and pest-free.

PestFree 365 Business Agreement

A one-time introductory service may be necessary to address an existing pest problem, which, if applicable, will be invoiced separately.

The PestFree 365 Business plan is designed to provide protection against recurring insect or rodent problems, as listed in the brochure. Features include:

- Year-round protection** against pests listed in the brochure, including periodic visits at agreed-upon intervals.
- Prompt response** when you contact us for additional visits when needed, at no extra charge.
- Detailed inspection and service reports** with each visit, providing documentation for your records and compliance needs.
- Upon request, a **visual termite inspection** of readily accessible areas with a written report of findings.

Coverage Includes:

Baldfaced Hornets - Black Widow Spiders - Brown Recluse Spiders - Bumble Bees - Carpenter Ants - Carpenter Bees - Carpet Beetles - Centipedes - Clover Mites - Cockroaches - Crazy Ants - Crickets - Earwigs - Fabric Moths - Fire Ants - Firebrats - Fleas (interior only) - Ground Beetles - Hornets - "House" Ants - Indoor Ticks - Mice and Rats - Millipedes - Overwintering Insects - Pillbugs/Sowbugs - Psocids - Scorpions - Silverfish - Solitary Ground Bees - Spiders - Springtails - Stored Product Moths - Voles (interior only) - Wasps - Yellowjackets

If infestation of bees, wasps, fleas, indoor ticks, cockroaches, carpet beetles, fabric moths, stored product pests, mice or rats is present at time of initial inspection, a curative upcharge will apply.

General Pest Protection – Exclusions

Unless otherwise specified, pests not included under the program are:

Honey bees - Bed Bugs - Flies - Lice - Dust mites - Ornamental and turf pests - Slugs and snails - Wildlife and birds - Termites and other wood-destroying organisms - Mosquitoes - Exterior ticks

Should service be needed for these pests, an additional fee applies and a free estimate will be provided.

NOTES:

Treat interior and exterior for ants and oriental roaches, set monitors interior and exterior. Clubhouse only

*GPC: Commercial	Price/Visit Tax		Discount Total		Annual
PC: Pest365 EOM Comm	\$75.00	\$0.00	\$0.00	\$75.00	\$450.00
PC: Pest365 Initial Comm 1	\$250.00	\$0.00	\$0.00	\$250.00	\$250.00
TOTAL FIRST YEAR FOR THIS PROGRAM					\$700.00
TOTAL FIRST YEAR FOR ALL PROGRAMS					

Customer Signature:

Date

Representative

Date

8/11/2026


Larry Knapp

Agreement. "Customer and Rentokil North America, Inc, d/b/a Springer Professional Home Services "Company" agree to the following terms and conditions in connection with the Services and Plan indicated on this agreement (hereinafter collectively referred to as "Agreement").

Standard of Care. Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing and maintaining the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages, except those directly caused by willful negligence on the part of the Company. If, for whatever reason, the Customer is dissatisfied with the service provided, the Customer will provide reasonable notice and allow the Company a period of up to 45 days to remedy the problem to the extent reasonably required.

Customer Responsibilities. Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to identified issues and services and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure not adding chemicals or self-treating in ways that are not part of Service: emptying grease traps, not damaging or turning off equipment, etc. Any damage warranty specified in the Agreement will be voided should the presence of pests or issue be associated with conditions arising from Customer's non-cooperation. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled: additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider, regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed.

Modification. Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products to control the problem(s), Company shall advise the Customer of the additional costs. Due to safety concerns and regulations, Company may be required to use fall protection when Service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.

Substructure. Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer.

Moisture, Mold and Mildew. Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi, health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. However, Company may provide services to control wood decaying fungus and high moisture conditions in crawl spaces. Company is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.

Warranty. For Equipment and Products, manufacturer warranties apply; there is no further warranty from Company on Products, Equipment or Service. Certain Services may carry limited Company warranty, refer to Service definition.

Right to Subcontract. Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

Ownership and Replacement of Equipment. All equipment, devices and components are property of and/or remain property of or under the control of the Company. Company will replace rental devices and components as required, except for those items lost or damaged due to Customer's neglect, in which event, the Customer will be responsible for replacement cost. Company will be granted access to the Customer's location to recover equipment, devices and components at the expiration of this Agreement, or at any time an amount due from the Customer to Company is more than sixty (60) days beyond due date. If Customer terminates an Equipment rental earlier than the term of the Agreement then in effect, Customer is responsible for paying the full amount remaining for rental of devices.

Force Majeure. Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

Insurance. Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia Customers, please note: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage; information about this coverage is available from this pest control Company.

Limitation of Liability. The Customer agrees that the work provided under this Agreement is not to be construed as insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for consequential, indirect or economic damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the Services. Company will be responsible for only those damages, claims, causes of action, injuries or legal costs caused by its own direct negligence or misconduct, but then only to an amount not to exceed the annual fees charged under this Agreement.

Animal Disposal. Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.

Choice of Law. Any and all disputes, claims or lawsuits related to this Agreement or to the services shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

Class Action Waiver. Where permitted under the applicable law, Customer and Company agree that each may bring claims against the other only in each Party's individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless Customer and Company both agree, no action, or court of law, may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Mandatory Arbitration. Claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to the agreement or warranty, shall be submitted to arbitration by a single, neutral arbitrator.

Intellectual Property. Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.

Data Security. Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customers access to their pest management information, if applicable to the Services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:

Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login IDs and passwords.

All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Service Agreement.

The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking¹.

This agreement shall be binding upon all successors of the Customer's business.

Refer to Legal Statements and Privacy Policies as posted on online tool Web Sites for additional information.

Third Party and Marketing Disclosure. The Customer agrees to permit Company to use the Customer's name and contact information for sharing with Company's business partners. Company will never sell this data. It is to be used to improve the Customer's experience with Company. Additionally, unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of periodic marketing and sales information relating to Company's service offerings.

Anti-Bribery and Anti-Corruption. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Term. Service Agreements shall extend from month to month, with either party having the ability to cancel this Agreement upon 60-days notice to the other party.

Termination. Agreements may be terminated by either party with 60 days written notice, providing all accounts are current. See Ownership and Replacement of Equipment for further ramifications of termination for Services that have terms other than month-to-month. In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.

Pricing. The initial price for services is set forth in the specifications of this Agreement. Company reserves the right to annually increase the amount charged for the services, which shall be communicated by written notice to Customer, which notice may be by invoice.

Payment. Introductory Service Fees are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer. If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property. Payments for services are due within thirty (30) days from the date of each invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or Invoice. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date. Any check returned for any reason, will result in a fee in the amount charged by Company's bank. All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days. Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such temporary discontinuation of service will, in no way, breach this agreement.

Fuel/Transportation Surcharge. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

City of Newton Council Report

**Item:**

Resolution approving and authorizing submittal docs for City's Community Development Grant to Iowa Economic Development Authority

Summary:

Approving resolution substantially identical to previously approved 2026-299, except for property owner name, which is GG 104 LLC.

Report Number: 2026-873**Date:**

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

None.

Background:

The owners of the property at 104 1st Ave E are applying for a Community Development Block Grant Upper Story rehabilitation to the Iowa Economic Development Authority.

Resolution 2026-299 was passed by City Council on August 3rd 2026, approving grant application and funding commitment of a Community Development Block Grant. The owner of the property at 104 1st Ave E was Goldfinch Growth. The property has since been transferred to GG 104 LLC, the parent company of Goldfinch Growth.

This resolution is identical to 2026-299, except for the ownership name. It is necessary to reapprove this resolution to ensure everything is accurate for the CDBG application.

Recommendation:

Staff recommends approval

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING GRANT APPLICATION AND
FUNDING COMMITMENT OF A COMMUNITY DEVELOPMENT BLOCK
GRANT

WHEREAS, the City of Newton, Iowa, desires to submit an application to apply for \$400,000.00 of a Community Development Block Grant (CDBG); and

WHEREAS, the City of Newton, Iowa, wishes to enlist the services of Mid-Iowa Planning Alliance to perform all work and services required for the grant application and submission; and

WHEREAS, the grant funding is from the Iowa Economic Development Authority’s Housing Rehabilitation Fund, funded through a Community Development Block Grant (CDBG) program and has federal requirements; and

WHEREAS, any local match required for the project will be provided by the building owner, GG 104 LLC; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newton, Iowa, approves Mid-Iowa Planning Alliance to submit a grant application for the Iowa Economic Development Authority’s (IEDA) Housing Rehabilitation Fund, funded through a Community Development Block Grant (CDBG), which would be used for upper-story rehabilitation of the Jewel Building. The Mayor is authorized to execute the agreement on behalf of the City.

Passed this ____ day of August 2026.

Randy J. Ervin, Mayor Date

Attest:

Katrina Davis, City Clerk Date

**Motion by Council Member _____, seconded by Council Member _____, that
Resolution No. ____ (2026) be adopted.**

Ayes: _____

Nays: _____

Absent: _____

The Mayor declared Resolution No. _____ (2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution
No. _____ (2026) at the regular Council Meeting of the City of Newton, Iowa, held on the
17th day of August 2026.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding Water Treatment Plant Clarifier Bearing Repair Project to Vessco Inc.

Summary:

Replace all the bearings on both Water Treatment Plant Clarifiers

Financial Impact:

\$39,430.80 utilizing Water Treatment Enterprise funds.

Report Number: 2026-889

Date:

August 17, 2026

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City's Water Treatment Plant relies on two clarifiers as critical components of the water treatment process. Clarifiers allow suspended solids to settle from the water, improving water quality before the water proceeds to filtration and disinfection.

Each clarifier is equipped with mixing blades that blend hydrated lime with raw water pumped from the City's wells. The mixing blades are driven by a 3½-inch shaft supported by two bearings. Although the bearings are properly maintained and lubricated, they operate in a harsh environment and are exposed to grit from the hydrated lime.

Staff have identified signs of deterioration and impending failure in the bearings on both clarifiers. Replacing the bearings at this time will help prevent an unexpected equipment failure that could affect the operation of the clarifiers and the overall water treatment process.

To address the identified maintenance needs, the Utilities Department obtained a quote from Vessco, Inc. of Ames, Iowa, which originally installed the clarifier equipment when the Water Treatment Plant was constructed. The bearings and associated components are proprietary to the clarifier manufacturer, and Vessco Inc. provides service and installation for this equipment.

The proposed work includes replacement of both the upper and lower bearings on both clarifiers. Completing the work proactively will extend the service life of the clarifiers, improve equipment reliability, and reduce the risk of an unplanned failure or interruption to water treatment operations.

Recommendation:

City Council award the Water Treatment Plant Clarifier Bearing Repair Project to Vessco Inc. of Ames IA, in the amount of \$39,430.80 utilizing Water Treatment Enterprise Funds.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

RESOLUTION AWARDING WATER TREATMENT PLANT CLARIFIER BEARING REPAIR PROJECT TO VESSCO INC.

WHEREAS, The City’s Water Treatment Plant relies on two clarifiers as critical components of the water treatment process. Clarifiers allow suspended solids to settle from the water, improving water quality before the water proceeds to filtration and disinfection; and

WHEREAS, Staff have identified signs of deterioration and impending failure in the bearings on both clarifiers; and

WHEREAS, replacing the bearings at this time will help prevent an unexpected equipment failure that could affect the operation of the clarifiers and the overall water treatment process; and

WHEREAS, to address the identified maintenance needs, the Utilities Department obtained a quote from Vessco, Inc. of Ames, Iowa, which originally installed the clarifier equipment when the Water Treatment Plant was constructed; and

WHEREAS, the bearings and associated components are proprietary to the clarifier manufacturer, and Vessco Inc. provides service and installation for this equipment; and

WHEREAS, the proposed work includes replacement of both the upper and lower bearings on both clarifiers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Vessco Inc. of Ames, Iowa, be awarded the Water Treatment Plant Clarifier Bearing Repair Project, in the amount of \$39,430.80, with project costs to be paid from the Water Treatment Enterprise Funds.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



QUOTATION		
DATE	NUMBER	PAGE
8/6/2026	0004889	1 of 1

UN-APPROVED

B CON132
I CITY OF NEWTON WWTF
L 1915 EAST FIFTH ST SOUTH
L NEWTON, IA 50208
T US
O

S CITY OF NEWTON WTP
H 5382 S 48TH AVE W
I NEWTON, IA 50208-5354
P US
T
O

Accepted By: _____

Company: _____

Date: _____

PO#: _____

Ship To: _____

ATTENTION:

JODYR@NEWTONGOV.ORG
UTILITYBILLINGOFFICE@NEWTONGOV.ORG

EST DELIVERY
DATE: 9/6/2026

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE	
TODDP			SS		
QTY	PART	DESCRIPTION		UNIT PRICE	EXTENDED
1	UPPERLOWER	WESTECH,PROP SHAFT BEARINGS X2		\$22,782.60	\$22,782.60
1	WESTECHSERVICE	WESTECH,SERVICE		\$16,648.20	\$16,648.20

This Quotation is subject to and incorporates by reference (i) the Master Terms and Conditions of Sale available at www.vessco.com/Master-TCs, and (ii) the Supplemental Seller T&Cs available at www.vessco.com/Supplemental-Seller-TCs.

QUOTE VALID FOR 60 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL.

TOTAL: \$39,430.80

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952- 941-2678 - Fax: 952-941-0796

www.Vessco.com

City of Newton Council Report

**Item:**

Resolution Authorizing the City of Newton and the Newton Fire Department to Enter into a 28E Agreement for Emergency Medical Services (EMS) Transportation with City of Baxter and Baxter Rescue Squad.

Summary:

Resolution amending the EMS Transportation Agreement between the Newton Fire Department and City of Baxter and Baxter Rescue Squad to include a response fee.

Financial Impact:

Minimal. There is a \$250 response fee for times when Baxter Rescue Squad does not respond to a call.

Report Number: 2026-892

Date:

August 17, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

Iowa law requires an ambulance service program to request approval from the Department of Public Health to provide non-transport coverage in addition to, or in lieu of, ambulance authorization. Programs seeking such approval must maintain a written transport agreement which specifies how and when patients will be transported. A transport agreement is defined as "a written agreement between two or more service programs that specifies the duties and responsibilities of the agreeing parties to ensure appropriate transportation of patients in a given service area." 641 Iowa Administrative Code 132.1.

Upon receipt of a call for Baxter Rescue, Jasper County Dispatch Center shall page Baxter Rescue by tone/voice with 2 consecutive pages. After four (4) minutes, if there are no Baxter personnel shown on iamresponding.com or if Baxter personnel have not acknowledged the page by radio, the Jasper County Dispatch Center will dispatch the Newton Fire Department. If Baxter Rescue Personnel assemble a crew they are to contact the Jasper County Dispatch Center and have Newton Fire Department cancelled. Should Newton not have any personnel available, they will notify the dispatch center and the next available local ambulance will be paged to respond. If a member of the Baxter Rescue Squad does respond but informs dispatch that there is not enough personnel for a crew then the same criteria is to be followed.

In the event Baxter Rescue Squad is unable to assemble adequate staff to answer a call for service within their prescribed district, the Newton Fire Department will bill the City of Baxter for a response fee in the amount of \$250. Each year the Newton Fire Department completes a cost report for the GEMT program and our current cost per transport of patients is listed at \$1,564.96. We are in no position to be the primary response and transport of the sick and injured for the City of Baxter. The nominal fee of \$250 has been in place since 2019. The number of times it has been used has declined appreciably in the past few years. Staff recommends leaving the response fee at the current level.

If Baxter Rescue Squad is already on a call for service and requests the Newton Fire Department to answer an additional call there will be no response fee and this will be covered under a mutual aid arrangement. If the Newton Fire Department assumes patient care in lieu of Baxter Rescue not having minimum staffing, responding unit is authorized to bill for the services at their normal rates. Requests for tiers will be billed based on the existing agreement:

-the transporting agency will bill for the transport.

-If the Newton Fire Department meets Baxter Rescue Squad and attends patient to the hospital, Baxter Rescue Squad will bill the patient and split the revenue 50/50 with Newton.

-If Baxter Rescue Squad has provided patient care on scene and Newton transports, Newton will bill the patient and split the revenue 50/50 with Baxter.

This Agreement would be in effect for a period of three (3) years. Either party may terminate the Agreement by providing a thirty (30) day written notice by certified mail to the other parties and to the Bureau of EMS. All parties to this Agreement maintain their own identity and this Agreement does not create any relationship or partnership.

Staff has included an EMS Transportation Agreement for use with the City of Baxter and the Baxter Rescue Squad.

Recommendation:

Staff recommends approval of Transportation Agreement per recommendations from the Newton Fire Department.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION AUTHORIZING THE CITY OF NEWTON AND THE
NEWTON FIRE DEPARTMENT TO ENTER INTO A 28E AGREEMENT
FOR EMERGENCY MEDICAL SERVICES (EMS) TRANSPORTATION
WITH THE CITY OF BAXTER AND BAXTER RESCUE SQUAD.**

WHEREAS, the Newton Fire Department provides fire protection and ambulance service to the City of Newton, and

WHEREAS, the City of Baxter and Baxter Rescue Squad is a mutual aid partner with the City of Newton, and

WHEREAS, the fire department has received a request from the City of Baxter and Baxter Rescue Squad to provide EMS transport services in the event that the City of Baxter and Baxter Rescue Squad is unable to respond, and

WHEREAS, in the event Baxter Rescue Squad is unable to assemble adequate staff to answer a call for service within their prescribed district, the Newton Fire Department will bill the City of Baxter for a response fee in the amount of \$250.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the attached agreement be amended to include a response fee in the EMS Transportation Agreement with the City of Baxter and Baxter Rescue Squad is approved.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

EMS TRANSPORTATION AGREEMENT

SECTION 1: PARTIES TO THIS AGREEMENT

The following agencies enter this agreement to ensure all components of the EMS system are efficiently and effectively utilized to ensure appropriate transportation of patients in the given system area.

AMBULANCE SERVICE				
Service Name	City	Representative Name	Signature	Date
Baxter Rescue Squad	Baxter, Iowa	Sally Seeley		

AMBULANCE SERVICE				
Service Name	City	Representative Name	Signature	Date
Newton Fire Department	Newton, Iowa	Jarrod Wellik		

COMMUNICATION CENTER				
Name	City	Representative Name	Signature	Date
Jasper County Dispatch Center	Newton, Iowa	Paul Klein		

SECTION 2: PURPOSE OF AGREEMENT

Iowa law requires an ambulance service to request approval from the Department of Public Health to enter into a "transportation agreement" which specifies how and when patients will be transported should that service not be able to attain minimum staffing at all times. This transportation agreement "specifies the duties and responsibilities of agreeing parties to ensure appropriate transportation of patients in a given service area." 641 Iowa Administrative Code 132.1. The parties have entered into this agreement to effectuate these requirements.

SECTION 3: DUTIES AND RESPONSIBILITIES

Upon receipt of a call for Baxter Rescue, Jasper County Dispatch Center shall page Baxter Rescue by tone/voice with 2 consecutive pages. After four (4) minutes, if there are no Baxter personnel shown on iamresponding.com or if Baxter personnel have not acknowledged the page by radio, the Jasper County Dispatch Center will dispatch the Newton Fire Department. If Baxter Rescue Personnel assemble a crew they are to contact the Jasper County Dispatch Center and have Newton Fire Department cancelled. Should Newton not have any personnel available, they will notify the dispatch center and the next available local ambulance will be paged to respond. If a member of the Baxter Rescue Squad does respond but informs dispatch that there is not enough personnel for a crew then the same criteria is to be followed.

The Newton Fire Chief and Baxter Rescue Squad Leader will review calls for service covered under this agreement with each Newton Fire response billing cycle. An explanation of any and all calls not answered by Baxter Rescue Squad will be provided in writing at the request of the Newton Fire Chief.

Baxter Rescue will notify Newton Fire Department in advance of any time period that Baxter Rescue will not be able to provide coverage.

SECTION 4: DURATION OF AGREEMENT

This agreement shall be in effect upon signature of the service programs. The agreement shall be in effect for three years from the date of execution unless terminated early in accordance with the termination section of this agreement.

SECTION 5: COMPENSATION/REIMBURSEMENT

In the event Baxter Rescue Squad is unable to assemble adequate staff to answer a call for service within their prescribed district, the Newton Fire Department will bill the City of Baxter for a response fee in the amount of \$250. If Baxter Rescue Squad is already on a call for service and requests the Newton Fire Department to answer an additional call there will be no response fee and this will be covered under a mutual aid arrangement.

If the Newton Fire Department assumes patient care in lieu of Baxter Rescue not having minimum staffing, responding unit is authorized to bill for the services at their normal rates. Requests for tiers will be billed based on the existing agreement:

- the transporting agency will bill for the transport.
- If the Newton Fire Department meets Baxter Rescue Squad and attends patient to the hospital, Baxter Rescue Squad will bill the patient and split the revenue 50/50 with Newton.
- If Baxter Rescue Squad has provided patient care on scene and Newton transports, Newton will bill the patient and split the revenue 50/50 with Baxter.

SECTION 6: TERMINATION

Any party to this agreement may terminate this agreement by providing thirty (30) days written notice by certified mail to the other parties and to the Bureau of EMS, Department of Public Health, 401 SW 7th Street, Des Moines, IA 50309.

SECTION 7: INSURANCE

Each party to this agreement shall procure and maintain such *insurance* as is required by applicable federal and state law and may be appropriate and reasonable to cover its staff, equipment, vehicles and property, including but not limited to liability insurance, workers compensations, unemployment insurance, automobile liability and property damage.

SECTION 8: LIABILITY

Each party to the agreement shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each party to the agreement shall be responsible for defending claims made against it or its staff arising from participation in this agreement.

SECTION 9: STATUS AND RESPONSIBILITIES

Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. No party, unless otherwise specifically provided for herein, has the authority to enter into any other contract or create an obligation or liability on behalf of, in the name of, or bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law. Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

SECTION 10: EXECUTION

CITY OF NEWTON, IOWA:

(CITY SEAL)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

DATE: _____

CITY OF BAXTER, IOWA:

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

DATE: _____

COUNTY OF JASPER, IOWA:

BY: _____
BOARD OF SUPERVISORS CHAIR

ATTEST: _____
CLERK

DATE: _____

City of Newton Council Report

**Item:**

Resolution accepting completion for the City of Newton Public Safety Storage Building Project

Summary:

Approve accepting the completion of the building project.

Financial Impact:

Council previously approved a contract for the building total of \$235,974.00. The budget for the project included \$250,000 from 312-1050-67230 and \$100,000 from 313-1050-67230, for a total of \$350,000 for the project.

Report Number: 2026-893

Date:

August 17, 2026

Lead Department:

Fire

Recommendation:

Approve

Background:

During City Council goal setting in 2024 the City Council selected to fund a public safety storage building in the amount of \$250,000. The original engineers estimate for the project was roughly \$750,000. The Fire and Police Chief's worked together to get plans competed and manage the construction of the project internally thus reducing the price of the building. During City Council goal setting in 2025 the City Council selected to provide additional funds for the public safety storage building in the amount of \$100,000. Bid documents were prepared and the City received bids for the building project. In October of 2025, the City entered into a contract with Pro-Line Buildings to complete the project in the amount of \$235,974.00. The building is complete and ready for acceptance.

Recommendation:

City staff recommends approving the final payment Iowa of \$7,250.00 to Pro-Line Buildings of New Sharon, and accepting the completion of the City of Newton Public Safety Storage Project and authorizing the retainage amount of \$7,079.00 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION NO. 2026-_____

**RESOLUTION ACCEPTING COMPLETION FOR THE CITY OF
NEWTON PUBLIC SAFETY STORAGE BUILDING PROJECT**

WHEREAS, the City of Newton Public Safety Departments were in need of a storage building at the Newton Public Safety Training Site, 504 W 7th St. N; and

WHEREAS, plans and specifications were developed and sealed bids were received and opened on September 26, 2025; and

WHEREAS, contract was prepared and approved by Resolution #2025-380 in the amount of Two-hundred thirty-five thousand nine-hundred seventy-four dollars and zero Cents (\$235,974.00) with Pro-Line Buildings of New Sharon, Iowa by City Council on October 17, 2025; and

WHEREAS, Pro-Line Buildings has completed the work, in general compliance with the terms, conditions, and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton authorizes the final payment of \$7,250.00 and hereby accepts completion of the project and authorizes the Fire Chief to execute payment of the retainage in the amount of \$7,079.00 to Pro-Line Buildings of New Sharon, IA, no sooner than 30 days after approval of this resolution, should no claims be on file; and

BE IT FURTHER RESOLVED, the amounts shall be paid from bond funds allocated for this project.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving inter-departmental purchase of Wheel Loader from Water Pollution Control to Community Development

Summary:

Purchasing the used wheel loader from water pollution control for use at the airport

Financial Impact:

\$25,000 of Equipment Reserve General Fund

Report Number: 2026-894

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

By Resolution 2026-188, a purchase of a new wheel loader for water pollution control was approved. The trade in value for the 1998 old wheel loader is \$25,000.

There is a need for a wheel loader at the Newton Municipal Airport for snow clearing operations at the facility, and purchasing the used wheel loader from Water Pollution Control provides an opportunity to meet that need at an affordable cost.

The \$25,000 cost of the wheel loader will be paid for by the Equipment Reserve Fund and transferred to the Water Pollution Control Fund.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

**RESOLUTION APPROVING INTER-DEPARTMENTAL PURCHASE OF
WHEEL LOADER FROM WATER POLLUTION CONTROL TO
COMMUNITY DEVELOPMENT**

WHEREAS, by Resolution 2026-188 a purchase of a new wheel loader for water pollution control was approved; and

WHEREAS, the trade in value for the 1998 old wheel loader is \$25,000; and

WHEREAS, there is a need for a wheel loader at the Newton Municipal Airport for snow clearing operations at the facility;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the City of Newton approves the inter-departmental purchase of the 1998 wheel loader from Water Pollution Control to Community Development in the amount of \$25,000 to be paid for by the General Fund Equipment Reserve.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the Amended Grant Agreement for the building at 107 1st Avenue West

Summary:

Amending completion deadline for 107 1st Ave W facade & housing project.

Financial Impact:

No change.

Report Number: 2026-896

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

Jerry Schwaller plans to improve the facade and upper story unit at 107 1st Avenue West. Resolution 2025-026 awarded downtown grant funds for this purpose.

This resolution amends the completion deadline to January 20, 2028.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING THE AMENDED GRANT AGREEMENT FOR THE BUILDING AT 107 1ST AVENUE WEST

WHEREAS, the City approved a grant agreement for 107 1st Avenue West by Resolution 2025-026; and

WHEREAS, the developer requires additional time to complete the project; and

WHEREAS, City staff prepared an amended grant agreement extending the required completion date; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Amended Downtown Housing Grant Agreement is hereby approved, amending the date of completion to January 20, 2028.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk



AMENDED Downtown Façade Grant Program Agreement
Between City of Newton and Jerome Schwaller (EX Nihilo LLC),

This **Amended** Agreement made and entered into this ____ day of _____ 2026 by and between the City of Newton, Iowa, hereinafter called “City” and Jerome Schwaller (EX Nihilo LLC), 107 1st Avenue West Newton, Iowa, hereinafter called “Applicant.”

WHEREAS, the Applicant submitted an application to receive Downtown Housing Grant funds for Second Story Apartment improvements for property located at 107 1st Avenue West, Newton; and

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds in the Signage, Awning, and Facade Areas for property located at 107 1st Avenue West, Newton; and

WHEREAS, the Downtown Grant Review Board reviewed the application and recommended approval;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

Jerome Schwaller (EX Nihilo LLC), will receive **a total amount of grant funds - \$27,287.50** in the program categories as shown below –

- 1.) Up to \$20,000 in grant funds for Second Story Apartment project at 107 1st Avenue West Newton, Iowa, AND
- 2.) Up to \$7,287.50 in grant funds for Signage, Awning, and Facade Areas at 107 1st Avenue West Newton, Iowa.

Table 1 Downtown Improvement Grant

Proposed Project	Estimated Cost	1:1 Match Amount	Maximum Allowed	Less previous Award	Recommended Grant
Total Estimated Cost	\$200,000	\$100,000	\$20,000	\$0.00	\$20,000

Table 2 Downtown Housing Grant

Proposed Project	Estimated Cost	1:1 Match Amount	Maximum Allowed	Less previous Award	Recommended Grant
Front façade removal	\$4,000	\$2,000	\$2,000	\$0.00	\$2,000
Front façade restoration	\$9,632	6,816	\$5,000	\$5,000	\$0.00
Rear façade restoration	\$4075.00	\$2,037.50	\$5,000	\$0.00	\$2,037.50
Signage	\$4,500	\$2,225.00	\$750	\$0.00	\$750
Awning & Removal	\$5,000	\$2,500	\$2,500	\$0.00	\$2,500
Total					\$7,287.50

- 3.) All projects shall be completed within 1 year of the agreement; by 1/20/2028.
- 4.) The City of Newton will provide the grant funding as a reimbursement of completed work. 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.
- 5.) The applicants will match provide a 1:1 match to the grant funds.
- 6.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Jerome Schwaller (EX Nihilo LLC)

Owner

Date

For City of Newton:

Randy J. Ervin

Date

City of Newton Council Report

**Item:**

Resolution setting a public hearing for sale of 827 East 8th Street South, Newton, Jasper County, Iowa

Summary:

Setting a public hearing to receive offers for the sale of 827 E 8 ST S

Financial Impact:

None. Setting a public hearing.

Report Number: 2026-827**Date:**

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired 827 E 8th Street S through the D&D program, and subsequently demolished the house.

The property is now available for redevelopment, and there has been expressed interest in the property.

In order to receive offers, it is necessary to set a public hearing.

Recommendation:

Staff recommends approval of the resolution.

Matt Muckler, City Administrator

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 827 EAST 8TH STREET SOUTH, NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at

827 East 8th Street South, legally described as: Lot 9 in Block 4 in Harlan’s Subdivision to Newton, Iowa as shown by plat recorded in Plat Book D, page 35 in the office of the Recorder of Jasper County, Iowa;

WHEREAS, it is desirable to hold a public hearing prior to acting upon a purchase and development 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 1017 W 4th Street South is set for 6:00 PM on September 8, 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 September 8, 2026, at City Hall, 101 West 4th Street South, to consider a purchase agreement for the following property: 827 East 8th Street South, legally described as: Lot 9 in Block 4 in Harlan’s Subdivision to Newton, Iowa as shown by plat recorded in Plat Book D, page 35 in the office of the Recorder of Jasper County, Iowa. Proposals shall be submitted by 10:00 a.m., September 1, 2026, to the Newton Community Development Department; 303 West 4th Street North, Suite 501; Newton, Iowa 50208 and shall include 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.

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 August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 8-18-2026

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 2,433.80
Acushnet Company	Golf	Merchandise	\$ 2,048.42
Ahlers & Cooney P C	Legal Services	Service	\$ 1,103.96
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 4,390.90
Airgas USA LLC	Fire	Supplies	\$ 184.18
Alliant Energy/IPL	All	Utilities	\$ 131,500.10
Amazon Capital Services	All	Supplies	\$ 3,122.96
American Legal Publishing Corporation	Administration	Service	\$ 618.45
Annee Construction	Water Pollution Control	Service	\$ 2,000.00
Atlantic Bottling	Golf	Concessions	\$ 605.06
AutoZone Parts Inc	Fire	Supplies	\$ 79.37
Baker Group	City Center	Service	\$ 1,794.00
Baskin, Mary	Fire	Refund	\$ 315.00
Baxter Veterinary Clinic PC	Animal Control	Service	\$ 22.00
Blackburn Mfg Co	Water Distribution	Supplies	\$ 254.84
Bokingito, Ana	Housing Incentives RESO:2021-208	Incentives	\$ 10,000.00
Boland Recreation	Parks	Supplies	\$ 3,700.00
Bound Tree Medical LLC	Fire	Supplies	\$ 983.94
Caldwell Brierly & Chalupa PLLC	Water Treatment Plant	Service	\$ 120.00
Capital City Equipment	Water Distribution	Supplies	\$ 3,200.00
Card Services	All	Services	\$ 2,859.41
Catholic Health Initiatives Iowa Corp	Fire	Supplies	\$ 1,508.23
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 2,175.00
Central Iowa Excavation	2024 Wtr Rev Bond RESO:2026-126	Service	\$ 50,845.46
Central Iowa Farm Store	Golf/WPC/Cemetery	Supplies	\$ 643.32
Condor Elite Inc	Police	Supplies	\$ 229.38
D & K Products	Golf	Supplies	\$ 1,825.79
Danko Emergency Equipment	Fire	Supplies	\$ 2,256.51
DC Sports	Fire	Supplies	\$ 100.00
Dell Marketing L.P.	City Garage	Supplies	\$ 2,195.00
Dodd Trash Hauling & Recycling	Cemetery/Garbage	Service	\$ 2,851.19
Earl May Nursery & Garden	Parks	Supplies	\$ 35.92
EZ Lease	Utility Billing/WPC	Service	\$ 165.00
Fareway	Golf	Concessions	\$ 5.76
Fastenal	Parks	Supplies	\$ 112.04
Forbes Office Solutions	All	Supplies	\$ 590.50
Front Line Therapy LLC	Police	Service	\$ 165.00
Galls LLC	Fire	Supplies	\$ 135.52
Gilbert Lawn Care and Snow Removal LLC	City Center/Library	Service	\$ 1,776.00
Gragg, Jerney & Lacie	Utility Billing	Refund	\$ 30.05
Grainger Inc	Landfill	Supplies	\$ 81.92
Gralnek-Dunitz	Water Distribution	Supplies	\$ 308.52
Green, Caden Blood & Karson	Utility Billing	Refund	\$ 65.04
Gregg Young Auto Center	Police	Service	\$ 161.80
Hach Co	Water Treatment Plant	Supplies	\$ 179.78
Hawkeye Polygraph	Police	Service	\$ 350.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 7,654.25

HD Supply Facilities Maintenance	Landfill/Parks	Supplies	\$ 719.37
Hewitt Service Center	Street	Supplies	\$ 265.00
HLW Engineering Group	Landfill	Service	\$ 3,314.00
Hornung's	Golf	Merchandise	\$ 207.61
HR Green Inc	1st Ave E TIF	Service	\$ 964.71
Hy-Vee Inc	Fire	Supplies	\$ 16.99
ImageTrend	Fire RESO: 2026-296	Service	\$ 15,460.94
IMFOA	Administration	Service	\$ 50.00
IMWCA	All	Service	\$ 14,798.00
Iowa Department of Natural Resources	Water Pollution Control	Service	\$ 1,275.00
Iowa Inspections	Building	Services	\$ 50.00
Iowa Law Enforcement Academy	Police	Service	\$ 325.00
Iowa One Call	WPC/Engineering	Service	\$ 233.40
ITL Patch	Police	Supplies	\$ 1,130.00
Jasper Construction Services	Street	Supplies	\$ 115.64
Jensen Builders Limited	Airport RESO:2026-172/2025-151	Service	\$ 882,247.41
JEO Consulting Group	Fairmeadows N TIF	Service	\$ 5,358.75
Johnson Aviation	Airport	Service	\$ 194.55
Kellogg Lawn & Snow	Water Treatment Plant	Supplies	\$ 21.30
Key Cooperative	All	Fuel	\$ 19,387.99
Kirkham Michael	Airport RESO:2025-022	Service	\$ 60,698.53
Klingensmith, Kathi	Fire	Refund	\$ 345.00
Kwik Trip Inc.	Fire	Supplies	\$ 137.71
Legacy Emergency Vehicles	Fire	Service	\$ 850.32
Lockbox Payments	Fire	Service	\$ 960.00
Lyman, Rick	D & D	Services	\$ 2,100.00
Magnum Automotive	Police	Service	\$ 1,423.44
Mahaska Bottling Co	Maytag Pool	Concessions	\$ 764.94
Manatts - D.M.	All	Supplies	\$ 7,918.73
Manfull Construction	D & D	Services	\$ 940.00
Martin Marietta Materials	Landfill	Supplies	\$ 4,622.35
Meckleys Parts & Service LLC	Parks	Supplies	\$ 300.00
Menards-Altoona	Fire	Supplies	\$ 244.40
Midland Prairie Veterinary Services	Animal Control	Service	\$ 285.40
Midwest Automatic Fire	City Center	Service	\$ 2,770.00
Midwest Turf Support LLC	Golf	Supplies	\$ 1,618.50
Miller, Diana	Utility Billing	Refund	\$ 5.04
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 17,110.73
MTI Distributing Inc	Golf	Supplies	\$ 452.24
Municipal Collections of America Inc	Fire	Service	\$ 883.44
NAPA Auto Parts	All	Supplies	\$ 307.28
Newton Animal Clinic LLP	Animal Control	Service	\$ 152.52
Newton Noon Kiwanis	Executive	Service	\$ 240.00
Newton Rotary	Economic Development	Dues	\$ 810.00
Niemann Foods	All	Supplies	\$ 579.40
OPG-3 Inc	Administration	Service	\$ 727.67
Parkview Animal Hospital	Animal Control	Service	\$ 161.50
Phelps Uniform Specialists	Utility Billing/Fire/Landfill	Service	\$ 1.96
Pitney Bowes Inc	WPC/Finance/Utility Billing	Service	\$ 667.50
PJ's Deli	Fire	Supplies	\$ 38.55
PowerPlan	City Garage/Landfill	Supplies	\$ 1,444.66

Premier Locations	Utility Billing	Refund	\$ 65.00
Ray, Randy	D & D/Police	Services	\$ 3,527.00
Reeves Heating & Cooling	City Center	Service	\$ 352.82
Rockmount	City Garage	Supplies	\$ 562.33
Rogue Training Consulting LLC	Fire	Service	\$ 250.00
Rother, Jessica & Michael	I&I Program	Reimbursement	\$ 1,500.00
Rudd Equipment Company Inc	Street	Supplies	\$ 476.44
Sangoma US	Utility Billing/Library	Service	\$ 1,054.13
Signarama	Tort Liability	Service	\$ 1,629.06
Spahn & Rose Lumber Co	Parks/Fire/Water Dist	Supplies	\$ 107.35
Spectrum Paint Company	Fire	Supplies	\$ 16.65
State Hygienic Laboratories	Water Pollution Control	Service	\$ 653.00
Stivers Midwest Pro Upfitters	Tort Liability RESO:2026-293	Service	\$ 5,576.89
Stryker Sales LLC	Police	Supplies	\$ 100.00
T2 Systems Inc	Police	Service	\$ 14.11
Taylor, Jon	Water Treatment Plant	Service	\$ 16,487.25
Theisen's	All	Supplies	\$ 1,338.98
TK Elevator	City Center	Service	\$ 232.36
Tompkins Industries Inc	Landfill	Supplies	\$ 376.66
Town & Country Sanitary Services	Parks/Water Treatment	Service	\$ 1,130.00
Town & Country Wholesale Co	Golf/Maytag Pool	Concessions	\$ 4,957.06
TreviPay	All	Supplies	\$ 358.15
Truck Equipment	Street Cleaning	Supplies	\$ 2,333.70
Two Rivers Cooperative	Golf/City Garage/Landfill	Fuel	\$ 10,256.55
Van Maanen Electric Inc	Golf	Service	\$ 127.00
Van Wall Equipment	City Garage	Supplies	\$ 714.18
VanManen, Angela & Dillon	Utility Billing	Refund	\$ 5.04
Warnick Mechanical	Water Dist/Airport/Tort Liability	Service	\$ 11,064.00
Waste Solutions of Iowa	Parks/Golf	Service	\$ 1,225.38
Weithers, Matt Smith & Amy	Utility Billing	Refund	\$ 59.74
Wellik, Jarrod	Fire	Reimbursement	\$ 30.00
Wex Bank	Utility Billing/Wtr Dist/Wtr Treat	Supplies	\$ 1,475.89
Xerox Corporation	Police/Water Treat	Service	\$ 260.31
Zerkle, Nevi	Utility Billing	Refund	\$ 24.11
Zoll	Fire	Supplies	\$ 193.59

\$ 1,372,015.57

Pre-Authorized Payments

AT & T Mobility	Police/Landill	Utilities	\$ 182.83
Beeler, Danny	Parks RESO:2025-455	Service	\$ 500.00
Best Midwest LLC	North Central TIF RESO:2026-290	Tax Rebate	\$ 1,134.00
Beverage Distributors of Iowa	Golf	Concessions	\$ 1,475.57
Black Hills Energy	All	Utilities	\$ 1,261.44
Caldwell Brierly & Chalupa Trust	1st Ave E TIF RESO: 2026-267	Capital Project	\$ 34,909.56
Confluence Brewing Company LLC	Golf	Concessions	\$ 110.20
Doll Distributing LLC	Golf	Concessions	\$ 3,684.80
Ferry, Emma	Parks RESO:2025-455	Service	\$ 400.00
Johnson Brothers of Iowa	Golf	Concessions	\$ 489.60
Keg 1 Iowa LLC	Golf	Concessions	\$ 699.92
Mahaska Communication Group LLC	Admin	Utilities	\$ 251.00
Stivers Ford	Tort Liability RESO:2026-293	Vehicle	\$ 46,900.00

T Mobile	All	Utilities	\$ 1,162.13
Uniti	All	Utilities	\$ 692.50
Total:			\$ 93,853.55

August 18, 2026 Expenses

General		\$ 165,182.61
Special		\$ 41,795.44
Other		\$ 1,002,208.88
Enterprise		\$ 256,682.19
Total:		\$ 1,465,869.12

June Revenues

General		\$ 533,991.22
Special		\$ 411,484.26
Other		\$ 92,962.52
Enterprise		\$ 1,419,205.63
Total		\$ 2,457,643.63

City of Newton Council Report

**Item:**

Public Hearing on a resolution awarding contract for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project

Summary:

Award contract to TK Concrete, Inc. for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project

Financial Impact:

Total Project Cost \$1,674,990.00 to be paid for by the 1st Ave E TIF bonds, Stormwater Utility, and State of Iowa funds.

Report Number: 2026-831

Date:

August 17, 2026

Lead Department:

Public Works

Recommendation:

Approve

Background:

On May 21, 2024, July 3, 2026, and July 4th, 2026, the City of Newton experienced heavy rainfall, resulting in severe flash flooding across multiple locations. One of the hardest-hit areas was the intersection of E 12th St and 1st Ave E. Flooding threatened nearby businesses, stranded automobiles, and closed the roadway.

This area was included in the stormwater study completed as part of the stormwater utility's initial enactment. City staff sought a proposal from HR Green to begin the design and phasing of projects to complete stormwater detention and sewer improvements.

HR Green has completed the design of the plans and specifications for the second phase project to construct an additional box culvert to aid in drainage and storage of stormwater. The box culvert will be an extension of an existing box culvert and continue along the south side of 1st Ave E to a discharge point in the existing creek. Additional work includes storm intake replacement, utility relocation, and pavement removal and replacement.

Seven bids were received and opened on August 7, 2026; the bids received are as follows:

TK Concrete, Inc., Pella, IA	\$1,674,990.00
Reilly Construction Co., Inc., Ossian, IA	\$1,855,553.50
Iowa Bridge & Culvert, LLC Washington, IA	\$1,859,371.80
Peterson Contractors, Inc. Reinbeck, IA	\$1,985,100.45
On-Track Construction, LLC, Nevada, IA	\$2,422,027.00
Boomerang Corp., Anamosa, IA	\$2,509,159.00
H&W Contracting, LLC, Sioux Falls, SD	\$3,426,725.50

The engineer's total opinion of probable cost was \$2,007,575.00. The lowest responsive, responsible bidder is TK Concrete Inc. of Pella, IA, with a total bid price of \$1,674,990.00. This project has a completion date of June 30, 2027, and an intermediate completion date of April 30, 2027, for the reopening of Hwy 6/1st Ave E, and will be paid with \$1,200,000 of 1st Ave E TIF bonds, \$150,537 of Iowa DOT Cooperative funds, and \$324,453.00 of Stormwater Utility Enterprise funds.

Recommendation:

Staff recommends awarding the project to the lowest responsive, responsible bidder, TK Concrete Inc. of Pella, IA, with a total bid price of \$1,674,990.00.

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 AWARDING CONTRACT FOR THE
1ST AVE E AND E 12TH ST DRAINAGE IMPROVEMENT PHASE 2 PROJECT**

WHEREAS, on May 21, 2024, the City of Newton experienced heavy rainfall, resulting in severe flash flooding across multiple locations. One of the hardest-hit areas was the intersection of E 12th St and 1st Ave E. Flooding threatened nearby businesses, stranded automobiles, and closed the roadway; and

WHEREAS, HR Green has completed the design of the plans and specifications for the second phase project to construct an additional box culvert to aid in drainage and storage of stormwater. The box culvert will be an extension of an existing box culvert and continue along the south side of 1st Ave E to a discharge point in the existing creek; and

WHEREAS, seven sealed bids were received and opened on August 7, 2026, and are as follows;

TK Concrete, Inc., Pella, IA	\$1,674,990.00
Reilly Construction Co., Inc., Ossian, IA	\$1,855,553.50
Iowa Bridge & Culvert, LLC, Washington, IA	\$1,859,371.80
Peterson Contractors, Inc. Reinbeck, IA	\$1,985,100.45
On-Track Construction, LLC, Nevada, IA	\$2,422,027.00
Boomerang Corp., Anamosa, IA	\$2,509,159.00
H&W Contracting, LLC, Sioux Falls, SD	\$3,426,725.50; and

WHEREAS, city staff recommends that the City of Newton award a contract to TK Concrete, Inc. of Pella, IA, for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project based on the lowest responsive, responsible bid received in the amount of \$1,674,990.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid received from TK Concrete, Inc. of Pella, IA in the amount of One Million, Six Hundred and Seventy-Four Thousand, Nine Hundred and Ninety-Nine Dollars and Zero Cents (\$1,674,990.00) for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project, as described in the plans and specifications, is hereby awarded and will be paid with \$1,200,000 of 1st Ave E TIF funds, \$150,537 of Iowa DOT Cooperative funds, and \$324,453.00 of Stormwater Utility Enterprise funds; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by TK Concrete, Inc. of Pella, IA for the 1st Ave E and E 12th St Drainage Improvements Phase 2 Project as described in the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk on behalf of the City.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Awarding a contract for the Construction of Cardinal Pond Phase II improvement project

Summary:

Award a contract for the Construction of the Cardinal Pond Phase II improvement project to MODCON Inc.

Financial Impact:

\$47,297.00 to be paid from Iowa DNR REAP Grant, Prairie Meadows 2025 Community Betterment Grant, and/or 2026A Bond Funds

Report Number: 2026-824

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City is moving forward with the next phase of improvements at Cardinal Pond by proposing a contract for the installation an eight-foot PCC shared use trail along the east side of the pond, connecting the parking lot to the trail in the southwest corner of Cardinal Pond

Cardinal Pond has become a well-used and valued amenity for the community. The addition of trail has been one of the most frequent citizen requests and aligns with City Council goals of enhancing park usability and improving the overall visitor experience.

The Construction for the Cardinal Pond phase II improvements is \$47,297.00. Project costs will be covered by grant funds, with bond funds only needed for overages.

Recommendation:

That Council approves the Construction of Cardinal Pond phase II Improvements to MODCON Inc of Clive, IA in the amount of \$47,297.00.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
CARDINAL POND PHASE II IMPROVEMENT PROJECT**

WHEREAS, The City is moving forward with the next phase of improvements at Cardinal Pond by proposing a contract for the installation of an eight-foot PCC shared use trail along the east side of the pond connecting the parking lot to the trail in the south west corner of Cardinal Pond; and

WHEREAS, Cardinal Pond has become a well-used and valued amenity for the community. The addition of a shared use trail has been one of the most frequent citizen requests and aligns with City Council goals of enhancing park usability and improving the overall visitor experience; and

WHEREAS, City Staff recommends that Council approve the quote to construct the Cardinal Pond phase II improvements from MODCON Inc. of Clive, IA in the amount of \$47,297.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote by MODCON Inc of Clive, IA , in the amount forty seven thousand two hundred and eighty seven dollars and zero cents (\$47,297.00) for the Cardinal Pond phase II Improvements Project, all as described in the plans and specifications, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize Grant funds and/or 2026A bond funds.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE 8/17/26**CONTRACT**

THIS CONTRACT, made and entered into at Newton, Iowa this 17th day of Aug, 2026, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and MODCON INC, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Community Development Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2026 Edition of the SUDAS Standard Specifications, the 2026 City of Newton Supplemental Specifications to said SUDAS Standard Specifications and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

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

Cardinal Pond Phase II Trail Improvements Project

Cardinal Pond Phase II Trail Improvements Project This Project includes construction activities to improve access, circulation, and pedestrian connectivity near the Cardinal Pond area. Work will consist of site preparation including topsoil placement and Class 10 excavation, installation of modified subbase. The project also includes construction of an 8-foot shared-use path. Disturbed areas will be restored with hydro seeding, fertilizing, and mulching to stabilize the site and return the area to acceptable condition following construction.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of forty seven thousand two hundred and eighty seven dollars and zero cents dollars (\$47,297.00) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project on or before November 30, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One thousand dollars (\$ 1,000.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)
Improvements Project

Project Name: Cardinal Pond Phase II Trail

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Dallas County)

On this 30 day of July, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared 1 Carlos Medina-Engel and 2 Owners, to me known, who, being by me duly sworn, did say that they are the 2 Owners, and 3 Carlos Medina-Engel, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that 3 Carlos Medina-Engel and 2 Owners acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa
My commission expires 10-13, 2028

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none



(CONT. CONTRACT)
Improvements Project

Project Name: Cardinal Pond Phase II Trail

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

BASE BID						
ESTIMATE REFERENCE INFORMATION						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	EST. QTY	Unit Price	Total
1	2010-108-D	Topsoil, On-Site 4"	CY	100	\$12.00	\$ 1,200.00
2	2010-108-E	Class 10 excavation, 8"	CY	17	\$18.00	\$ 306.00
3	2010-108-J	Modified SUBBASE, 4"	SY	868	\$10.00	\$ 8,680.00
4	7030-108-C	8' SHARED USE PATH, 5" PCC	SY	695	\$49.00	\$ 34,055.00
5	9010-108-A	HYDRO SEEDING, FERT & MULCH	ACRE	0.1	\$10,000.00	\$ 1,000.00
6	9010-108-A	9" FILTER SOCK/WATTLE	LF	1028	\$1.50	\$ 1,542.00
7	9010-108-A	FILTER SOCK/ WATTLE REMOVAL	LF	1028	\$0.50	\$ 514.00
Total						\$47,297.00

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SURETY BOND NO. 101837562

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, ModCon, Inc, as
Principal (hereinafter the "Contractor" or "Principal" and
Merchants National Bonding, Inc., as Surety are held and firmly bound unto
the City of Newton, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
Forty-seven thousand two hundred ninety-seven dollars
and cents (\$ 47,297.00), lawful money of the United States, for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal
representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a
contract with the Jurisdiction, bearing date the 17th day of August,
2026, hereinafter the "Contract") wherein said Contractor undertakes and agrees to
construct the following described improvements:

Cardinal Pond Phase II Trail Improvements Project

This Project includes construction activities to improve access, circulation, and pedestrian
connectivity near the Cardinal Pond area. Work will consist of site preparation including topsoil
placement and Class 10 excavation, installation of modified subbase. The project also includes
construction of an 8-foot shared-use path. Disturbed areas will be restored with hydro seeding,
fertilizing, and mulching to stabilize the site and return the area to acceptable condition following
construction.

Provided, however, that two years after the date of acceptance as complete of the work under the
above referenced Contract, the maintenance portion of this Bond shall continue in, which is the cost
associated with those items shown on the proposal and in the Contract that require a maintenance
bond period in excess of two years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 17th day of August, 2026.

PRINCIPAL:

ModCon, Inc
Contractor

By: _____

Signature _____
Title Owner

N/A
Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

SURETY:

Merchants National Bonding, Inc.
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zach Matter
Printed Name of Attorney-in-Fact Officer

Zip Bonds, LLC
Company Name

3737 Woodland Ave. Suite 505
Company Address

West Des Moines, IA 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brenda Risa; Havilah Watson; Isaac Wood; Jim L Brown; Polly Mason; Tina Bockholt; Zach Matter; Zach Mefferd

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of June, 2026.

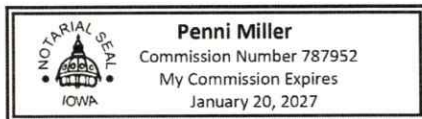


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of June, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of August, 2026.



Secretary

City of Newton Council Report

**Item:**

Resolution approving Athletic Court/Field Use Agreement with Newton Area Pickleball and Tennis Association

Summary:

Court Use Agreement with NAPTA

Financial Impact:

Approximately \$300 revenue per year, depending on league registrations

Report Number: 2026-828

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

Newton Area Pickleball and Tennis Association (NAPTA) is a new non-profit organization formed in the community. The group formed with the purpose of growing and supporting the games of pickleball and tennis locally. NAPTA has received confirmation from the State of Iowa that their non-profit status is approved.

In a manner similar to other organizations in the community (Newton Area Soccer Association, Little League, Softball), NAPTA seeks to enter into a court use agreement with the City.

Highlights of the attached agreement are as follows:

- Period from the date of approval until December 31, 2027. After which, a renewal will be necessary.
- Use of the pickleball and tennis courts at Aurora Park on Wednesday evenings from 6 pm to 9 pm March 14- October 31 for each year covered by the agreement.
- NAPTA will provide a \$3 per player payment to the City for each of the Association's league or program sessions
- Articulates NAPTA's insurance requirements

Recommendation:

Staff finds that the proposed agreement aligns with other similar agreements with other community organizations. Additionally, NAPTA is a positive example of a group of interested citizens working together to establish an official organization and propose the development of an agreement regarding the use of city facilities.

Matt Muckler, City Administrator

RESOLUTION 2026- _____

**RESOLUTION APPROVING ATHLETIC COURT/FIELD USE
AGREEMENT WITH NEWTON AREA PICKLEBALL AND TENNIS
ASSOCIATION**

WHEREAS, Newton Area Pickleball and Tennis Association (NAPTA) has formed and is established as a non-profit organization; and

WHEREAS, NAPTA desires to utilize the courts at Aurora Park one day a week for the purpose of establishing league play and citizen engagement with the Newton Park System; and

WHEREAS, a court use agreement provides the understanding regarding the organization's use of the courts and stipulates a \$3 per registered player/participant in each of the leagues or program sessions to be paid by the Association to the City; and

WHEREAS, said \$3 fee is used to help offset, but not completely cover, the costs of maintenance by Parks Operations; and

WHEREAS, the agreement is for a term concluding December 31, 2027 at which time a new agreement will be necessary if desired;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the individual court/field use agreement with Newton Area Pickleball and Tennis Association be approved.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

2026-2027 Court Use Agreement

BETWEEN THE CITY OF NEWTON, IOWA

AND

NEWTON AREA PICKLEBALL & TENNIS ASSOCIATION (NAPTA)

This agreement is made and entered into this _____ day of _____, 2026, by and between THE CITY OF NEWTON, IOWA, a municipal corporation (the “City”) and the Newton Area Pickleball & Tennis Association (NAPTA) (the “Association”).

WITNESSETH

WHEREAS, the City is the owner of certain pickleball and over-flow pickleball courts on the tennis courts (the “Courts”) at Aurora Park were constructed for the benefit of any and all citizens of and visitors to the City of Newton;

WHEREAS, the Association wishes to utilize the Courts for the purpose of hosting outdoor pickleball and/or tennis leagues and events;

WHEREAS, the City does not utilize a reservation system for the Courts, and citizens may utilize the facilities on a first come-first serve basis;

WHEREAS, there are benefits to the community to encourage development of non-profit organizations, such as the Association, to promote health and wellness, tourism, community engagement, and fundraising;

WHEREAS, it is desirable for the City to provide accommodation to support development of said leagues and events, in balance with maintaining availability of the facilities to the general public;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

- 1.) Use of the Courts by the Association. The Courts are a community amenity owned by the City of Newton. As such, the courts are used by the public on a first come-first serve basis.

The parties agree that the Association’s use of the Courts designated by this agreement shall be nonexclusive.

2.) Court Use. The Association shall have the use of the courts during the following time period, provided an official schedule is submitted to the City at least 2 weeks in advance of organized league or event dates:

- a. Weekly on Wednesday from 6 pm to 9 pm during the following dates:
 - i. March 14th through October 31st for each year covered by the agreement.
 - ii. The Association shall not restrict the use of any Court by other parties during dates and times of non-use by the Association.
 - iii. The City shall post an official City sign/poster which articulates the use of the Courts during above referenced period.
 - iv. City staff will not provide any sort of enforcement to the Association regarding the use of the Courts during posted league time. The Association is encouraged to promote the sport by collaboratively working with citizens.
- b. The City reserves the right to utilize the Courts on the following dates/events:
 - i. July 3rd-July 5th of every year in the agreement. The City will communicate with NAPTA if the courts will be in use for City purposes in these dates.
 - ii. Other special events TBD (possible examples include RAGBRAI or other similar occasional events)

3.) No Equipment Provided & No Storage Provided. No equipment shall be provided by the City of Newton related to this agreement. The City of Newton does not have facilities available at Aurora Park for the storage of property owned by the Association. Any property left at the facility by the Association's own risk.

4.) Fees. A fee of \$3 per registered player or participant in each of the Association's league or program sessions shall be paid by the Association to the City. The fee shall be deposited into the Parks Fund, which provides for the on -going maintenance of the Courts.

5.) Maintenance Obligations. As part of this agreement, both parties agree to the following maintenance obligations, duties, and requirements:

- a. The City agrees to:
 - i. The City of Newton will install nets and windscreens when weather allows, per manufacturer's specifications. Cold, snow, wind impacts the durability of such equipment. Local weather may dictate later installations or earlier removal than the start and end time of this agreement period.
 - ii. Mow, trim around the Courts as needed. To the extent that is possible, City staff will ensure that excessive grass clippings are not blown onto the courts and/or are removed from the court surfaces during mowing season.

- b. The Association agrees to:
 - i. The Association shall not install tape of any sort, markings, lines or the like on any court surface at Aurora Park owned by the City of Newton, under any circumstance. Doing so shall result in immediate termination of this agreement.
 - ii. Report any damage or maintenance concerns to the City.
 - iii. Clean the Courts following all use and place any litter or trash in receptacles for collection by the City.

6.) Prohibition of Assignment. The parties agree that the Association cannot assign any provisions of this agreement to another entity. The Association shall not sublease the Courts to any other entity.

7.) Other Items

- i. The Association shall not erect, construct or modify any temporary or permanent structures or other improvements on City property without the written approval by the City.
- ii. The Association shall not establish a reservation system for the Courts outside the Court use window specified in this agreement.
- iii. The Association shall adhere to all City ordinances, use policies and procedures while in the parks.
- iv. The Association will not park vehicles or otherwise trespass on adjacent, privately owned property.
- v. Volunteer work days are appreciated, but any maintenance done on the Courts or other area within Aurora Park is to be approved by the City ahead of time.

8.) Insurance:

- a. Liability Insurance: The Association shall maintain liability insurance written on an occurrence basis and shall cover liability arising from premises, operation, independent contractors, products-completed operations, property damage, as well as liability assumed by the Association under this Agreement.
- b. Additional Insured: The City shall be named as an insured under the required insurance using an additional endorsement to the City for claims arising out of or as result of this Agreement.
- c. Waiver of Subrogation: The Association waives all rights against the City for recovery of damages to the extent these damages are covered by the Association's liability insurance maintained pursuant to this Agreement.
- d. Delivery to City of Certificates: Within 10 days from the start date of this Agreement, the Association shall furnish the City with copies of its current certificates of insurance documenting each such policy along with the additional insured endorsements required in this section.

- e. Cancellation: All such insurance provided for herein shall be non-cancelable, except upon 30 days' prior written notice to the City, and shall contain the following endorsement (or its equivalent) and shall appear on the policies respective insurance certificates: *"It is hereby understood and agreed that this insurance policy may not be canceled by the surety or the intention not to renew be signed by the surety until 30 days after receipt by the City of Newton, Iowa by registered mail of written notice of such intention to cancel or not to renew."*
- f. No Limitation on Liability: Any minimum amounts, if set forth in this Agreement, for such insurance shall not be construed as a limitation or satisfaction of the Association's liability, including indemnification, to the City under the Agreement as to the amount of such insurance.
- g. No Waiver: The failure or delay of the City at any time to require performance by the Association of any provision of this section, even if known, shall not affect the right of the City to require performance of that provision or to exercise any right, power or remedy under this Agreement, and any waiver by the City of any breach of any provision in this section shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.
- h. Liability, Indemnification and Waiver:
 - i. Assumption of Liability: Except as specifically provided by law or this Agreement, the City assumes no liability or responsibility for any injury to or death of any person or persons including officers and employees of the Association and participants in the Association's program and activities or any other person and assumes no liability or responsibility for any damage to property sustained by any person(s). In addition the Association will report all injuries to the City within 24 hours.
 - ii. Indemnification: To the fullest extent permitted by law, the Association will defend, indemnify and hold the City harmless from all claims arising directly or indirectly from or in connection with (i) the conduct or management of the programs and activities of the Association; (ii) any act, omission or negligence of the Association or any of its directors, officers, agents, employees, invitees or contractors of the Association; (iii) any accidents, injury or damage whatsoever occurring on or at the parks arising from, directly or indirectly, the use of the parks by the Association or any of its directors, officers, agents, employees, invitees or contractors, as well as participants in the Association's programs and activities except to the extent of any negligent or wrongful act or omission of the City. However, this limitation shall not in any way limit the Association's duty to defend the City.

- 9.) Binding upon Successors: This Agreement shall be binding upon the successors and assigns of the parties hereto.
- 10.) Integration of all terms into Agreement: This Agreement contains all of the terms, conditions and agreements between the parties hereto and no amendments, additions, or changes hereto shall be valid unless attached hereto in writing and signed by the City and the Association. Failure to abide by the policies and rules set forth in this agreement could result in additional fees assessed to the Association and/or loss of privileges regarding the use of parks, courts, and/or fields.
- 11.) Other Existing Fee Schedules: With the approval of this agreement, the Association is not subject to the court rental fees established by City Council for all courts included in this agreement.
- 12.) Expiration of Agreement: This agreement shall be valid until its ending on December 31, 2027. The Association shall notify the City in writing at least 30 days prior to the expiration date of its desire to extend this agreement for the upcoming calendar year.
- 13.) Agreement Amendments: This agreement is subject to amendments prior to its expiration at the written request of either party.

IN WITNESS WHEREOF, the parties hereto have, the day and year first above written, signed and executed this Agreement by virtue of authority given and granted by the respective authorities of the parties hereto.

CITY of NEWTON

Dated: _____

By: _____
Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

STATE OF IOWA :

:ss

JASPER COUNTY :

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy J. Ervin to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said Randy J. Ervin, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

(Typed Name) _____
My Commission Expires: _____

ASSOCIATION

TYPED NAME OF ASSOCIATION: NEWTON AREA PICKLEBALL & TENNIS ASSOCIATION
(NAPTA)

BY: _____
(Typed Name) _____
(Office) _____

BY: _____
(Typed Name) _____
(Office) _____

STATE OF IOWA :
:ss
JASPER COUNTY :

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

Notary Public in and for the State of Iowa
(Typed Name) _____
My Commission Expires: _____

City of Newton Council Report

**Item:**

Resolution approving the Fastpitch SB Complex Minor Plat 1

Summary:

Re-approve FastPitch SB Complex Minor Plat 1

Financial Impact:

None

Report Number: 2026-884

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Fastpitch SB Complex Minor Plat 1 proposes re-platting and consolidation of land generally in the 3000 block of Rusty Wallace Drive. This minor plat would establish a clear legal description and new lot lines. The primary motivation for this application is creation of one lot for the newly proposed private softball complex development. There will be no additional improvements to the property as part of this subdivision at this time.

The intention is to partly consolidate five existing parcels and create 1 lot. The minor subdivision plat will result in 1 lot with area of 59.91 acres. This subdivision qualifies as a minor plat rather than a preliminary and final plat, as it includes no more than 3 total lots, no infrastructure or new roads are proposed, and city services and public improvements are readily accessible for individual service connection. The newly created lots will satisfy zoning requirements, including established minimum size requirements such as minimum lot size, lot dimensions, and frontage.

Planning and Zoning Commission Review & Recommendation: The Planning & Zoning Commission reviewed this minor plat at their regular meeting held on January 07, 2025 and recommended approval.

City Council Review & Public Hearing: The City Council previously reviewed and approved this subdivision following a public hearing on January 20, 2025. The developer did not record the subdivision, as they continued to work through the development process. The developer is now ready to record the subdivision and it is desirable to have a new resolution with current dates and the current mayor's signature.

Recommendation:

The proposed FastPitch Softball Complex aligns with *Envision Newton 2042*'s strategic object to establish Newton as a compelling destination. Additionally, the proposed lot meets the requirements of the established zoning district (C-T: Tourism Oriented Commercial). Staff recommends approval of the resolution approving the subdivision.

Matt Muckler, City Administrator

RESOLUTION NO. 2026 – _____

RESOLUTION APPROVING THE FASTPITCH SB COMPLEX MINOR PLAT 1

WHEREAS, the Fastpitch SB Complex Minor Plat 1 subdivision has been presented and said plat is certified by a licensed professional land surveyor, Voldemars Pelds of Pelds Design Services, of Des Moines, Iowa, and the description of the land included in said plat being as follows:

LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) AND the Northwest Quarter of the Southwest Quarter (NW 1/4 - SW 1/4) AND Southwest Quarter of the Northwest Quarter (SW 1/4-NW 1/4) of Section 1, Township 79, Range 19 West of the 5th P.M., all being in and forming a part of the City of Newton, Jasper County, Iowa, is more particularly described as follows: Beginning at a point 33.10 feet east of the Northwest corner of the NW ¼ of the SW ¼ of Section 1, Township 79 North, Range 19 West of the 5th P.M. said point also lying on the south line of the NW ¼ of said Section 1;
THENCE North 01°50'56" East a distance of 33.61 feet;
THENCE South 89°16'20" West a distance of 13.52 feet;
THENCE North 44°30'33" East a distance of 45.30 feet;
THENCE North 02°03'28" East a distance of 275.20 feet;
THENCE North 83°20'38" East a distance of 163.43 feet;
THENCE South 89°55'55" East a distance of 1,143.65 feet to a point on the east line of the SW ¼ of the NW ¼ of said Section 1; THENCE South 00°47'09" West, along the east line of the SW ¼ of the NW ¼ of said Section 1, a distance of 360.87 feet the northwest corner of the NE ¼ of the SW ¼ of said Section 1;
THENCE South 89°53'17" East along the north line of the NE ¼ of the SW ¼ of said Section 1, a distance of 681.12 feet; THENCE South 43°27'17" East a distance of 105.03 feet;
THENCE South 00°06'43" West a distance of 854.17 feet; THENCE South 89°54'51" West a distance of 750.26 feet to a point on the west line of the NE ¼ of the SW ¼ of said Section 1;
THENCE South 00°04'46" East along the west line of the NE ¼ of the SW ¼ of said Section 1, a distance of 320.00 feet to a point on the northern right-of-way line of Rusty Wallace Drive;
THENCE North 89°52'28" West along the northern right-of-way line of Rusty Wallace Drive, a distance of 655.00 feet; THENCE North 00°05'09" West a distance of 317.58 feet;
THENCE South 89°54'51" West a distance of 600.73 feet to a point on a curve, said point also being on the eastern right-of-way line of Rusty Wallace Drive; THENCE along the said eastern right-of-way line of Rusty Wallace Drive, along a curve to the right having a radius of 595.00 feet, a delta of 18°22'36", an arc length of 190.84 feet, and a chord which bears North 18°43'08" West having a chord distance of 190.02 feet: THENCE continuing along the eastern right-of-way line of Rusty Wallace Drive, North 01°07'44" West a distance of 757.44 feet to the POINT OF BEGINNING, and containing 59.91 acres, more or less.

WHEREAS, said plat has been reviewed and unanimously recommended for approval by the Planning and Zoning Commission at their meeting on January 7, 2025, City Council held a public hearing on the subdivision on January 20, 2025, and said plat in all respects conforms to the laws, ordinances, and regulations covering the same;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Fastpitch SB Complex Minor Plat 1 subdivision is hereby approved and confirmed. The Mayor and City Clerk are hereby directed to certify the resolution herein made and affix the same to the plat for filing.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTE:
This survey was performed without the benefit of a Title Opinion, therefore all existing easements may not be shown.

NOTE:
ORIENTATION OF THIS BEARING SYSTEM IS IOWA STATE PLANE SOUTH (NAD 83)
THIS SURVEY WAS PERFORMED USING THE IOWA RTN NETWORK.

NOTE:
THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'s AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

BUILDING SETBACKS:
FRONT YARD MINIMUM: 30'
FRONT YARD MAXIMUM: 300'
SIDE YARDS: 10'

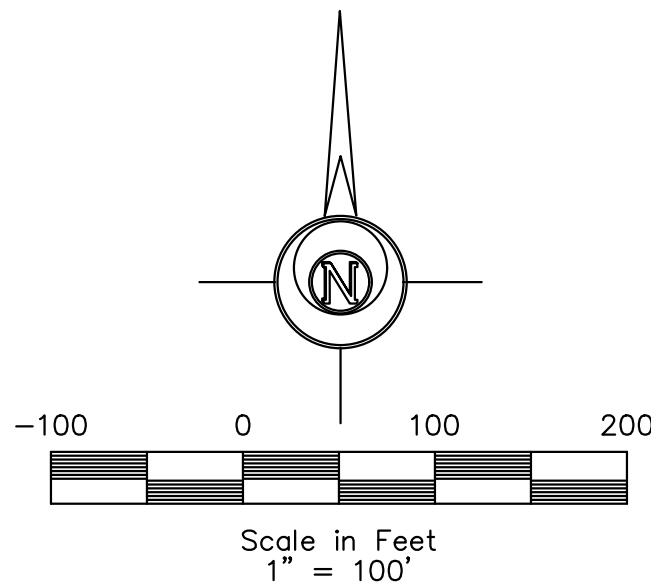
FASTPITCH SB COMPLEX MINOR PLAT 1

Parcel A&B Area Table		
Parcel	Area (Sq Ft)	Area (Acres)
Remaining Parcel B	142,686	3.28
Remaining Parcel A	924,401	21.22
Platted Parcel A	697,674	16.02
Platted Parcel B	1,439,587	33.05

Curve Table (M)						
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	190.84'	595.00'	18°22'36"	S18° 43' 08"E	190.02'	96.24'

DATE OF SURVEY:
08.12.2019

RECORD INDEX:
LOCATION:
SEC1-T79N-R19W
REQUESTOR:
THE CIRCLE DEVELOPMENT LLC
PROPRIETOR(S):
THE CIRCLE DEVELOPMENT LLC
EMERSON-BIGGINS LLC
DAVID LEE WOLFE
PROPRIETOR/SITE ADDRESS:
CIRCLE DEVELOPMENT
PO BOX 94
ALTOONA, IA 50009
EMERSON BIGGINS LLC
2540 73RD ST
URBANDALE, IA 50322
SURVEYOR:
VOLDEMARS PELDS
COMPANY:
PELDS DESIGN SERVICES
RETURN TO:
2323 DIXON STREET
DES MOINES, IA 50316



SYMBOLS LEGEND

- FOUND IRON ROD OR PIPE
- SET 1/2" REROD w/ YELLOW PLASTIC CAP STAMPED #18842
- ▲ FOUND SECTION CORNER
- CALCULATED CORNER (NOT SET)
- ± MORE OR LESS
- (M)/(P)/(R) MEASURED/PLATTED/RECORDED
- WYC WITH YELLOW CAP

Certificate of Planning and Zoning Commission
This final plat of _____ was recommended for acceptance and approval by the Planning and Zoning Commission this _____ day of _____, 20____.

Chair _____ Secretary _____

Certificate of City Council
This final plat of _____ was accepted and approved by the city of Newton City Council in resolution form, said resolution being _____. The City Clerk further certifies that the same final plat hereto attached has been accepted, approved and filed in accordance with the city ordinance of Newton, Iowa and the code of Iowa.

Passed: _____ (Date) Approved: _____ (Date)

Attest: _____

Mayor _____ City Clerk _____

LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) AND the Northwest Quarter of the Southwest Quarter (NW 1/4 - SW 1/4) AND Southwest Quarter of the Northwest Quarter (SW 1/4-NW 1/4) of Section 1, Township 79, Range 19 West of the 5th P.M., all being in and forming a part of the City of Newton, Jasper County, Iowa, is more particularly described as follows:

Beginning at a point 33.10 feet east of the Northwest corner of the NW 1/4 of the SW 1/4 of Section 1, Township 79 North, Range 19 West of the 5th P.M. said point also lying on the south line of the NW 1/4 of said Section 1;
THENCE North 01°50'56" East a distance of 33.61 feet;
THENCE South 89°16'20" West a distance of 13.52 feet;
THENCE North 44°30'33" East a distance of 45.30 feet;
THENCE North 02°03'28" East a distance of 275.20 feet;
THENCE North 83°20'38" East a distance of 163.43 feet;
THENCE South 89°55'55" East a distance of 1,143.65 feet to a point on the east line of the SW 1/4 of the NW 1/4 of said Section 1; THENCE South 00°47'09" West, along the east line of the SW 1/4 of the NW 1/4 of said Section 1, a distance of 360.87 feet the northwest corner of the NE 1/4 of the SW 1/4 of said Section 1; THENCE South 89°53'17" East along the north line of the NE 1/4 of the SW 1/4 of said Section 1, a distance of 681.12 feet; THENCE South 43°27'17" East a distance of 105.03 feet;
THENCE South 00°06'43" West a distance of 854.17 feet; THENCE South 89°54'51" West a distance of 750.26 feet to a point on the west line of the NE 1/4 of the SW 1/4 of said Section 1;
THENCE South 00°04'46" East along the west line of the NE 1/4 of the SW 1/4 of said Section 1, a distance of 320.00 feet to a point on the northern right-of-way line of Rusty Wallace Drive;
THENCE North 89°52'28" West along the northern right-of-way line of Rusty Wallace Drive, a distance of 655.00 feet; THENCE North 00°05'09" West a distance of 317.58 feet;
THENCE South 89°54'51" West a distance of 800.73 feet to a point on a curve, said point also being on the eastern right-of-way line of Rusty Wallace Drive; THENCE along the said eastern right-of-way line of Rusty Wallace Drive, along a curve to the right having a radius of 595.00 feet, a delta of 18°22'36", an arc length of 190.84 feet, and a chord which bears North 18°43'08" West having a chord distance of 190.02 feet; THENCE continuing along the eastern right-of-way line of Rusty Wallace Drive, North 01°07'44" West a distance of 757.44 feet to the POINT OF BEGINNING, and containing 59.91 acres, more or less.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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.

VOLDEMARS L. PELDS
18842

VOLDEMARS LEO PELDS, P.L.S. IA. LIC. NO.18842 DATE _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): _____

PELDS DESIGN SERVICES
Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 9196

TITLE:
**FASTPICH SB COMPLEX PLAT 1
NE 1/4 & NW 1/4 SW 1/4 SEC1-T79N-R19W
NEWTON IA, 50208**

REVISIONS:
FINAL

REVISIONS:
01/06/2025
19-083

FILE PATH:
J:\2019 Projects\19-083 - Project Fastpitch\Survey\Boundary\POS or BRS

POS

W 1/4 COR
SEC1-T79N-R19W
FND 5/8" IRON
ROD WYC
(ILLEGIBLE)

FND 5/8"
IRON ROD
WYC #10313
POB

N44° 30' 33"E
45.30' (M)

S89° 16' 20"W 13.52' (M)
N1° 50' 56"E 33.61' (M)

S89° 44' 13"E 33.10' (M)

PT PARCEL "B"
33.05 AC ±

LOT 1
3000 RUSTY WALLACE DRIVE
AREA: 59.91 AC ±

PT PARCEL "A"
16.02 AC ±

S89° 54' 51"W 600.73' (M)

REMAINING PARCEL "B"
3.28 AC ±
BK: A PAGE: 541

SW COR
NW 1/4-SW 1/4
SEC1-T79N-R19W
FND 5/8"
IRON ROD
WYC #10313

N89° 52' 14"W 1341.78' (M)

N89° 52' 28"W 655.00' (M)

RUSTY WALLACE DR. (VARIABLE ROW)

FND 5/8"
IRON ROD
WYC #10313
0.1'± WEST OF
SECTION LINE

S0° 04' 46"E 320.00' (M)

SE COR
NW1/4-SW1/4
SEC1-T79N-R19W
FND "X"
CUT IN CONCRETE

N0° 07' 25"W 75.03' (M)

S89° 54' 51"W 750.26' (M)

REMAINING PARCEL "A"
21.22 AC ±
BK: A PAGE: 541

N89° 52' 52"W 1342.08' (M)

FND
PK NAIL

City of Newton Council Report

**Item:**

Resolution amending the Vacant Building Policy to establish City Council as the Appeals Body in lieu of the Building Trades Board

Summary:

Amending the city body that serves as the appeals board for the Vacant Building Program

Financial Impact:

None.

Report Number: 2026-887

Date:

August 17, 2026

Lead Department:

Community Development

Recommendation:

Approve

Background:

The attached resolution approves a change to section 7.1 Appeals changing the appeal body from the Building Trades Board to the Newton City Council.

Building Trades Board. The Building Trades Board is a five member appointed board that has a dual function. First and foremost, it is a recommending body to the City Council on building codes, rental codes, and other construction related topics. For these sorts of topics, any decision by the Building Trades Board is forwarded to the City Council for final decision. Secondly, it serves as an appeals board on code official determinations/applications of the building code, rental code, and vacant building ordinance. On appeals, the Building Trades Board decisions are final decisions that are not forwarded to the City Council. They are only further appealable to district court.

Vacancies on Building Trades Board. Two vacancies have emerged on this body. Mayor Ervin has identified some candidates to fill these roles, and City staff is working with individuals to determine their willingness to be appointed at a future date.

Impact on Vacant Building Ordinance. In April 2026, the Building Trades Board opened hearings on two appeals to the vacant building ordinance. No action was taken due to the fact that one commissioner was absent and two commissioners abstained due to business dealings with one or both of the appellants. Additionally, several of the commissioners, during their comments at the meeting, expressed an uneasiness with the task placed before them by the new ordinance.

Since April, a meeting had not been scheduled due to an inability to achieve a quorum. Now, with the two vacancies plus the commissioners who need to recuse themselves from voting, it will be impossible to finalize these cases in the near future.

After careful consideration, staff is suggesting a possible amendment to the Vacant Building Ordinance establishing the City Council as the appeal board for this ordinance only.

Recommendation:

After careful consideration, staff is suggesting a possible amendment to the Vacant Building Ordinance establishing the City Council as the appeal board for this ordinance only. While it is typically not recommended to have an elected body serve as an appeals board because it mixes politics with application of code/law, this may be an exception to that general guidance for the following reasons:

1. Another instance already within City Code: The City Council serves as the ultimate appeal body if a Site Plan is administratively denied. (155.24 Appeal of Administrative Disapproval).
2. City Council voted and passed the Vacant Building Ordinance and has a strong understanding of what the purpose of the code is. As such, the City Council may be the most equipped to review appeals to this ordinance.
3. It will take a period of time to identify and appoint new commissioners to the Building Trades Board. Building Trades Board membership is unique in that specific skill and knowledge sets are necessary to be on the board. City staff has already begun to reach out to potential candidates to fill the positions. Once a list has been compiled, it will be forwarded to Mayor Ervin to use as a resource for his appointment recommendation.
4. Once the commission has full membership, it is too much to ask of new members who are learning about their roles and positions to jump into two challenging appeals cases. A best case scenario, a ruling would be about a year out. Staff believes that long of a delay on ruling on these appeals would be detrimental to the ordinance overall.

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 AMENDING THE VACANT BUILDING POLICY TO
ESTABLISH CITY COUNCIL AS THE APPEALS BODY IN LIEU OF THE
BUILDING TRADES BOARD**

WHEREAS, the Building Trades Board currently serves at the appeals body for the Vacant Building Policy; and

WHEREAS, it is desirable to amend the policy to establish City Council as the appeals body in lieu of the Building Trades Board

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Vacant Building Policy is hereby amended as shown in the attachment, establishing City Council as the appeals body for the Vacant Building Policy.

PASSED this _____ day of August, 2026.

APPROVED this _____ day of August, 2026.

Randy J. Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Vacant Building Program Administration Policy

Amended August 17, 2026

Reso 2026- _____

1) Purpose and Intent:

The Newton City Council passed Ordinance Number 2024-_____ on the _____, 2024, thus establishing a Vacant Building Program to be in effect immediately. The purpose and intent of the Vacant Building Ordinance is to establish a registration and abatement program to identify and regulate vacant buildings thus protecting the public's health, safety, and welfare; to enhance communications between the City and private property owners; to prevent public and private nuisances and potential fire hazards; and to provide for the administration and procedures required to carry out the provisions of the Vacant Building Ordinance contained within Title XV, Chapter 150 of the Newton City Code.

By establishing a Vacant Building Program, the City of Newton aims to discourage prolonged vacancy within the community and achieve the following key objectives - all of which align with Envision Newton 2042, the City's adopted Comprehensive Plan:

- Protect the health, safety, and welfare of the general public;
- Maintain the built environment to prevent structures from falling into a state of dilapidation;
- Prevent vermin, crime, and blight in both residential and non-residential neighborhoods;
- Promote growth and preserve property values and neighborhoods;
- Stimulate economic development and entrepreneurship.

While the impact of vacancy and lower tax revenues is easily identified, the full economic impacts of vacancy extend much deeper. The visual cues of vacancies in commercial areas or residential neighborhoods signal to current and prospective businesses and residents or visitors that the community is not thriving and investment is risky. This is a scenario the City of Newton strives to avoid through the implementation of this Vacant Building Program along with economic development incentives to fill spaces.

Through the administration of the Vacant Building Program, the City seeks to actively engage property owners by planning for the future and best use of their vacant buildings. Through this collaborative approach, the City and property owners will be able to realize significant benefits. Alternatively, the administration of the Vacant Building Program will discourage unengaged property owners from prolonging their building's vacant status.

This Policy outlines the administrative guidelines to implement, organize, and carry out the program; to determine enforcement and penalties for non-compliance; and to clearly define the responsibilities of vacant building owners. The Vacant Building Program is administered by both the Community Development Department (residential buildings) and the Fire Department

(commercial and industrial buildings) with direction from the Community Development Director and Fire Chief.

2) Definitions:

For the purpose of this Administration Policy, the following definition shall apply unless the context clearly indicates or requires a different meaning:

1. **VACANT BUILDING:** Any type of building used for residential, commercial, or industrial purposes, defined as a single structure or portion thereof which is individually owned on a property, including a single horizontal property regime (condominium) as outlined in Iowa Code Chapter 499B, which has been unoccupied for a continuous period of time of 6 months, or meeting one or more of the following criteria:
 - (A) Abandoned, as defined by meeting the criteria established in Iowa Code § 657A;
 - (B) Unsecured or secured by means other than those used in the design of the building, or in a manner that is unsafe or ineffective in keeping unauthorized persons from gaining entry;
 - (C) Declared a “dangerous building” under the Uniform Code for the Abatement of Dangerous Buildings and/or a Notice and Order has been issued by the Building Official;
 - (D) Unfit for occupancy or the intended purpose of the building, as determined by the Building Official;
 - (E) Noncompliant with current Building Regulations or Codes adopted by the City;
 - (F) Not receiving service from public utilities.

3) Registration of Vacant Buildings:

The owner or responsible party must register a vacant building with the City of Newton no later than thirty (30) calendar days after the building becomes vacant. By submitting a registration application with the City, the owner and/or responsible party is granting consent to an inspection of the vacant building and premises upon which it is located for the purpose of determining compliance with this Vacant Building Program. Registration form, attached to this Policy as Appendix A: Registration Form, shall be provided and records shall be maintained by the City.

If an owner or responsible party fails to appropriately register their vacant building, City staff will send a written notice to the recorded and/or registered property owner notifying them of the requirement to submit registration within thirty (30) calendar days from the date of the notice. Failure to register or providing false information to the City shall constitute a violation of this Program and shall result in penalty against the owner as provided Section 7.2 herein.

3.1) Registration Terms.

An *Initial* Registration Term expires 6 months after the date the building became vacant.

A *Recurring* Registration Term is any registration renewal occurring at the expiration of the *Initial* Registration Term and shall expire one (1) year after the most recent date of certificate issuance.

Regular registration is required to ensure the City has the most current contact information for the owner and responsible party (if applicable). At the time of any registration, the owner and/or responsible party shall be required to attest that the vacant building and the premises upon which it is located complies with the requirements of the Vacant Building Program, as summarized in the Appendix B: Maintenance Checklist and as established in the Property Plan described in Section 3.3 herein.

3.2) Registration Forms. Registration must be submitted on a form provided by the City. If the vacant building is a residential property, the form shall be acquired from and submitted to the Community Development Department. If the vacant building is a commercial or industrial property, the form shall be acquired from and submitted to the Fire Department. Registration forms shall include the following information provided by the owner or responsible party:

- (A) The name, address, telephone number, and email address of:
 - a. Each owner and owner's representative, if applicable.
 - b. Any known lien holder(s) and all other parties with any legal interest in the building, if applicable.
 - c. Any local agent or person responsible for managing or maintaining the property.
- (B) Street address of the premises on which the building is located, legal description of the property, and/or Parcel ID Number.
- (C) A brief description of the premises or the vacant portion.
- (D) The date the building became vacant, the period of time in which the building is expected to remain vacant, and a Property Plan with a timeframe for returning the building to appropriate occupancy or use and for correcting code violations and nuisances, or for demolition of the building if deemed necessary.
- (E) The status of water, sewer, natural gas, and electric utilities.
- (F) Proof of insurance coverage for the property including the following minimum amounts:
 - a. \$100,000 in General Liability Coverage, and
 - b. Fire or casualty coverage for all structures equal to no less than their assessed value, as determined by the Jasper County Assessor and the applicant's insurance provider, or a minimum of \$50,000, or
 - c. If insurance is not able to be obtained, a Bond in the amount of \$50,000 can be secured in the City's favor to ensure all structures on the property can be properly demolished and removed in the event of destruction without taxing public resources.
- (G) The owner must notify the City of any changes in information supplied as part of the vacant building registration within thirty (30) days of the change.

3.3) Property Plan. A property plan is required at the time of a *Recurring* Registration (see Appendix C: Property Plan Form) and must meet the following requirements:

- (A) General Provisions. The plan must comply with all applicable City codes and regulations and receive approval from the City. It must contain a timeframe describing the intended future use or demolition of the property. The plan must be submitted within thirty (30) days after the building is registered.
- (B) Maintenance of Building. The plan must identify the means and timeframe for resolving all property maintenance and/or nuisance issues identified in the application and/or after

the inspection. Any repairs, improvements, or alterations to the property must comply with all applicable City codes and regulations.

- (C) Plan Amendments. If the Property Plan or timeframe for the vacant building is revised in any way, the revisions must receive approval from the City.

The purpose of the property plan is to pursue a working relationship with the owner to establish a future plan for re-occupancy of the vacant building and to begin conversations with the appropriate (re)development contact (see Appendix D: Resource Guide). By creating a property plan with the owner, an opportunity to discuss local, state, and federal incentives will arise and a public-private partnership can be established. It is acknowledged that it may take an owner some time to develop a property plan. Therefore, this requirement is established at the time of *Recurring* Registration and after the required inspection rather than at *Initial* Registration.

3.4) Non-compliance and Notification. If the owner does not comply with the Property Plan or maintain or correct nuisance violations, the City may commence abatement and recover its costs for correction of those items in accordance with City Code Chapter 94 or any other applicable chapter of the Newton Code of Ordinances. In the case of an absent owner and ongoing nuisance violations, the City is not required to provide notice of each abatement act to the owner. A single notice from the City to the owner notifying them about abatement being completed until they correct the violations will be sufficient.

3.5) Exemptions. The following buildings shall be exempted from the registration requirements until a time at which the applied qualifying element(s) defined below are no longer valid:

- (A) Building in City Process. A vacant building that is actively under construction, repair, or remodel with a valid building permit issued by the Community Development Department; a vacant building that is being considered for a grant or tax credit to be reviewed by the City Council; and/or any other application and review process that indicates a property is transitioning towards rehabilitation or occupancy, as deemed applicable by the City of Newton.
- (B) Temporary Vacancy of Owner-Occupied Dwellings. An owner-occupied residential dwelling, but the owner resides elsewhere for less than six months per calendar year. Such owners may still register their dwelling voluntarily.
- (C) Property Subject to Immediate Change in Ownership Status. A vacant building actively listed for sale or lease by a state of Iowa licensed real estate agent or with an immediate pending or already-approved purchase or lease agreement. If such documentation can be provided, the building shall be exempted from the requirements of this subchapter for an additional period of 6 months. However, if after 6 months the status does not change, registration shall be required at that time. Real estate transfers to any direct family member or to a business entity in which the current building owner or direct family member claims more than 50% ownership shall not qualify under this exemption.

3.6) Fees. In accordance with the purpose and intent of the Vacant Building Program, there shall be no fee required for the *Initial* Registration Term. The owner or responsible party shall pay a vacant building registration fee and all associated administrative fees for each *Recurring* Registration Term. Such fees shall be established by resolution of the Newton City Council and shall be required with each application for renewal of a *Recurring* Registration Term. The registration fee shall be reasonably related to the administrative costs for registering and processing the application, and the costs realized by the City that are directly related to the prolonged vacancy (for example, loss in tax revenue, either sales or property tax).

- (A) **Waiver of Fee.** The registration fee may be waived if the owner or responsible party has paid all past due registration fees and all other financial obligations and debts owed to the City that are associated with the vacant property; and demonstrates, to the satisfaction of the City:
- a. The property is re-occupied, with the exception of demolition, within a period of time deemed reasonable to the City; and either:
 - i. The owner is in the process of demolition, rehabilitation, or other substantial repair of the vacant building in accordance within section 3.5 (A) herein; or
 - ii. The owner has a plan for the demolition, rehabilitation, or other substantial repair of the vacant building with a specific deadline deemed reasonable to the City.
 - b. The building is being voluntarily registered as a temporarily vacant building under section 3.5 (B) of this Policy.
- (B) **Issuance of Certificate.** After completion of the registration process and payment of the fee (for *Recurring* Registrations), the City will issue a Vacant Building Certificate to the owner or responsible party with a clear expiration date. If the property is abandoned or the owner or responsible party fails to complete the registration process, the building will be administratively registered as a vacant building. The issuance of a certificate shall not in any way signify or imply that the building or premises upon which it is located conforms with any other applicable State of Iowa or City of Newton codes and ordinances, nor shall it relieve the owner and/or responsible party of their obligations to ensure compliance with said codes and ordinances.
- (C) **Assessment.** If the registration fee or any portion is not paid within 60 days after billing, or within 60 days after any appeal decision becomes final, the City Council may certify the unpaid cost against the property in the same manner as the process set forth in section 94.25 of the Newton City Code.

4) *Renewal of Registration*

The Community Development Department and Fire Department are hereby authorized to issue and renew vacant building registrations for specific buildings in the name(s) of the applicant, owners, managers or agents, and provided the following criteria are met:

- (A) Building is compliant with Regulations: The building for which the vacant building certificate sought is warranted by the owner or responsible party to substantially comply with all applicable provisions of this Administration Policy.
- (B) Application by Owner: The owner or operator legally authorized and responsible for maintenance of the building for which a vacant building registration is sought shall first make application therefore on an application provided by the City.
- (C) Payment of Fees: All fees required by this Policy and established by resolution of the Newton City Council pursuant to the issuance of a Vacant Building Certificate are paid in full to the City.
- (D) Agent/Manager of Owner: The applicant shall designate a responsible agent or manager to represent the owner whenever the said owner is not available for maintenance of the

building for which a certificate is sought. Said agent/manager shall have full authority and responsibility in maintaining the building in the same manner as the owner.

- (E) Application for Renewal ("Recurring Registration"): Renewal of a vacant building registration may be made within sixty (60) days prior to the expiration of an existing/current registration. Application for renewal of a vacant building certificate shall be due by the 1-year anniversary of the issuance date. Application may be made, and registration fees paid until the 1-year anniversary date without penalty, as provided within Section 7.2 herein.
- (F) Failure to Renew: If an application for renewal is not received by the City by the 1-year registration anniversary date, City staff shall send a past due notice to the owner and/or responsible party establishing a 30-calendar day deadline for compliance from the date of the notice. Failure to respond by the established deadline may result in a penalty, as provided within Section 7.2 herein, against the owner(s) and responsible party. Such violations may result in a fine established by resolution of the City Council and/or a municipal infraction citation may be issued to the owner(s).

5) Transfer of Ownership

A new owner must register or re-register a vacant building within thirty (30) days after any transfer of an ownership interest in said vacant building. If the transfer involves an *Initial* Registration Term, the 6-month expiration date will reset and a new certificate shall be issued with a new expiration date based on the date of the transfer. This reset will not apply to real estate transfers to any direct family member or to a business entity in which the current building owner or direct family member claims more than 50% ownership. Registrations shall not be transferable from one building to another. No refund(s) shall be given to owner(s) for a partial year of registration after a transfer or disposal of a vacant building. For further guidance transfer of ownership, refer to 150.103(E) of the Newton City Code of Ordinance.

If the transfer involves a *Recurring* Registration Term, the new owner(s) must comply with the approved Property Plan and timeframe submitted by the previous owner. Any proposed amendments to the Property Plan by the new owner(s) must be submitted and approved by the City. Failure to register as a new owner within 30 days may be subject to a penalty in the form of a fine established by resolution of the City Council and/or a municipal infraction citation may be issued against the owner(s).

6) Inspections

The City may inspect any vacant building within the Newton corporate limits for the purpose of enforcing and assuring compliance with this Vacant Building Program consisting of this Administration Policy, the Vacant Building Ordinance contained within Chapter 150, and all other applicable regulations. The owner or responsible party shall allow inspection of the building upon request and shall allow annual inspection of all interior and exterior portions of the property at each application for or renewal of a *Recurring* Registration Term for the purpose of enforcing and assuring compliance with this Vacant Building Program.

Such inspections shall be conducted in accordance with the Vacant Building Program and completed by an inspector designated by the Fire Department for all commercial and industrial

buildings or the Community Development Department for all residential buildings. Inspection fees will be established in accordance with the adopted fee schedule and, if applicable, the approved contract with a contracted entity. Vacant buildings must be inspected within 60 days of each *Recurring* Registration. If the owner or responsible party is not available to provide or refuses access to the interior of the building, the City may use any legal means to gain entrance to the building for inspection purposes.

Prior to any re-occupancy, a vacant building must be inspected by the City and found to be in compliance with Chapter 150 of the City Code and all other applicable regulations. Properties will **NOT** be inspected as part of a contingency for a real estate sale or transaction. All application and inspection fees must also be paid prior to any re-occupancy of the building. All such fees shall be established by resolution of the City Council.

7) Procedures and Contact Information

7.1) Appeals. Any person or responsible party aggrieved by a decision under the Vacant Building Program may submit an appeal to the ~~Newton Building Trades Board~~ Newton City Council. The appeal must be submitted using the appeal form provided by the City (Appendix E: Appeal Form), it must specify the grounds for the appeal, and it must be submitted to the Community Development Department within thirty (30) days after the decision that is the basis for the appeal.

The ~~Building Trades Board~~ City Council shall then schedule a hearing within thirty (30) days after receipt of the appeal. City staff shall compile information related to the inspection and/or identified violation. At the ~~Building Trades Board~~ hearing, City staff or their representative shall present evidence of the violation and the owner or owner's representative will be provided an opportunity to share their perspective on the need to reconsider the decision or application of the regulation.

The ~~Building Trades Board~~ City Council shall provide a ruling ~~within ten (10) days~~ after the hearing. If the owner is not satisfied with the ruling, the owner may file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the ~~Board's~~ Council's decision. If the decision of the ~~Board~~ Council is not appealed, it shall become final.

7.2) Penalty. Any person or responsible party who violates a rule or regulation of the Vacant Building Program is subject to penalty including all applicable fees established by resolution of the Newton City Council and/or in accordance with Chapter 10 of the City Code. Municipal infractions and legal action may be pursued against owners failing to comply with provisions of the Vacant Building Program and against properties not brought into compliance with adopted City codes after a specific order from the City. Nothing contained within this Policy, however, is deemed to impair other remedies or civil penalties available to the City under the City Code or Iowa Code.

7.3) Contact Information. For questions about this Policy, please contact:

Newton Community Development
(Vacant Residential Buildings)
303 W. 4th St. N., Ste. 501
(641) 792-6622

Newton Fire Department
(Vacant Commercial or Industrial Buildings)
410 S. 2nd Ave. W.
(641) 792-3347