



Newton City Council Agenda

March 18, 2024 - 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. Newton Residential Rental Inspection Program Annual Report- Brian Dunkelberger, Sr. City Planner and Iowa Inspections

Citizen Participation

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

Consent Agenda

4. March 4, 2024, Regular City Council Meeting Minutes
5. Resolution appointing Deputy City Clerk
6. Resolution Appointing Carson Claypool to the Newton Downtown Self-Supported Improvement District Board for the Unexpired Term Ending June 30, 2024.
7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-02)
8. Resolution approving contract for the 2024 City of Newton Mowing Contract No. 1
9. Resolution approving contract for the 2024 City of Newton Mowing Contract No. 2
10. Resolution accepting a permanent municipal utility easement located at 1101 1st St N
11. Resolution accepting a permanent municipal utility easement located at 1120 W 4th St N
12. Resolution authorizing the sale of a 1982 Dump Truck at the Water Treatment Plant

13. Resolution relating to the financing of proposed projects to be undertaken by the City of Newton, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code
14. Resolution approving an Engineering Services Agreement for the City's professional engineering needs
15. Resolution approving a temporary construction easement with Newton Housing Development Corporation
16. Resolution approving a non-standard use agreement with the property owner of 403 1st Ave E.
17. Resolution approving emergency permanent repairs and upgrades of the Newton Airport septic tank and pump system
18. Resolution authorizing the submittal of a Jasper Community Foundation Grant application in partnership with Kid Assist of Jasper County for handicap accessibility equipment at Maytag Pool
19. Resolution approving 28E for the Safety Coalition of Central Iowa Cities Shared Services Agreement (SCCIC)
20. Resolution setting a public hearing for the sale of City-owned property at 525 West 4th Street South in Newton, Jasper County, Iowa
21. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering city clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the 2024 Sanitary Sewer Lining Project
22. Approve Bills

Public Hearing

23. Public Hearing on a Resolution approving a revised Partnership Agreement and Lease Addendum #2 with Newton Arboretum & Botanical Gardens (F.K.A. Project AWAKE)
 - On October 17, 2017, City Council approved a three-year agreement with Project AWAKE (now NABG) that addressed several items including snow plowing, booking of facility rentals, occasional grounds maintenance assistance, and providing primary points-of-contact for each party with three subsequent updates being approved in 2020, 2021, and 2022.
 - Another revised Partnership Agreement was requested in late 2023 after both parties agreed to transition the cropland directly north of the current property into an "expansion area" for NABG to use and for the public to enjoy in the future.
 - A separate land lease was also prepared for the use of both the current property and the expansion area and this document is recognized as an addendum to the original land lease approved in 1997.
24. Resolution approving a revised Partnership Agreement and Lease Addendum #2 with Newton Arboretum & Botanical Gardens (F.K.A. Project AWAKE)
25. Public Hearing on a resolution approving the Purchase Agreement for City-owned property at 121 South 3rd Avenue East, Newton, Jasper County, Iowa

- The City acquired 121 South 3rd Avenue East through a 657A petition.
- During demolition, it was discovered that the sewer service line for the adjacent property at 309 East 2nd Street South runs through 121 South 3rd Avenue East.
- Malachi Jenkins, the owner of 309 East 2nd Street South has made an offer to purchase the property at 121 South 3rd Avenue East for \$5,050.00

26. Resolution approving the Purchase Agreement for City-owned property at 121 South 3rd Avenue East, Newton, Jasper County, Iowa

Ordinance

27. Second Consideration of an Ordinance eliminating Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Sections 32.130 - 32-140 Non-Bargaining Employee Grievance Commission and addressing the process in the City Council adopted Employee Handbook

- This ordinance eliminates the Non-Bargaining Employee Grievance Commission, appointed by council, as listed in the City of Newton Code of Ordinances and transitions to a Discipline Review Board process within the Employee Handbook.

28. First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XV, Ch. 150, to revise and update Section 150.085 Vacant Building

- The proposed code amendments expand on the existing Vacant Building Ordinance contained within Ch. 150 of the Newton City Code
- The text amendments clarify language for annual registrations and inspections; they establish a 6-month maximum building vacancy; and they identify specific exemptions from the requirements of this subchapter
- The Building Trades Board unanimously recommended approval of the amendments at their meeting on February 22, 2024

29. First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 54 Waterworks, Section 54.19 Fee Schedule

- The City Council of the City of Newton, IA passed a resolution on October 16, 2023, awarding a professional services agreement for a water cost of service study.
- This cost of service study provides a demonstrable increase in the cost of performance for providing water to the Iowa Regional Utilities Association (IRUA) and was provided to IRUA for their review on March 12, 2024.

- The City Council of the City of Newton, IA, therefore, has the right under the Water Purchase Contract to increase the schedule of rates to be paid by IRUA.

Resolution

30. Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2024A
 - City Council held a Public Hearing on March 4, 2024 regarding the issuance of the 2024A General Obligation Corporate Purpose Bonds. The next step in the bonding process is approval of a Bond Purchase Agreement.
 - The Bond proceeds will be used on the following projects: Arbor Estates Phase 2, Aurora Tennis Court Resurfacing and Lighting, Airport Improvements, Outdoor Warning Sirens, Phase 2 of Westwood Clubhouse, Mechanic Truck for Parks, Library Furnace replacement, large scanner for Engineering, Park Shelter & Restroom upgrades, and Police & Fire Vehicles and Equipment.
31. Resolution approving Bond Purchase Agreement for the sale of Road Use Tax Revenue Bonds, Series 2024B
 - City Council held a public hearing on March 4, 2024 on the issuance of the 2024B Road Use Tax Revenue Bonds. Approval of the bond purchase agreement is the next step in the bonding process.
 - The road projects that will be paid with the proceeds of this bond are the South 8th Avenue Mill & Overlay project, the West 8th Street North Bridge approach, and PCC Patching of various streets.
32. Resolution authorizing amendments to the City of Newton Employee Handbook regarding employment of family members
 - The current policy does not allow the hiring of family members within the same department.
 - Staff have seen instances where it was potentially a detriment to hiring the best person for the job when it wouldn't cause a supervisory conflict.
 - The proposed policy changes keep the current policy but include a provision where the City Administrator may grant approval in certain situations if it does not create a supervisory conflict.
33. Resolution approving collective bargaining agreement 2024-2029 with Teamsters Local 120
34. Community Development Administrative Assistant Pay Matrix Range Adjustment - Erin Chambers, Community Development Director

Staff Report

Mayor/Council Comments

35. 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.

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NEWTON CITY COUNCIL MEETING MINUTES
MARCH 4, 2024, 6:00 PM

Pledge

Pledge of Allegiance

Mayor George 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 George presided. Present Council Members: Mills, Wade, Dalton, Hallam, Simbro, Ervin. Absent: None.

Proclamation

2. Women in Construction Week; March 3 - 9, 2024

Mayor George proclaimed March 3rd through March 9th, 2024 as women in Construction Week. Mayor George then presented a proclamation celebrating the dedicated service of the Newton Main Street Director, Erin Yeager.

Presentation

3. Update on Gray Moon Public Market Development Project, Jerry Schwaller, Ex Nihilo LLC

Schwaller presented the plans and details for the new Gray Moon Public Market in the former Lederman/Montgomery Ward & Co. building.

Citizen Participation

4. Sarah Patterson, RSVP Grant Manager/ Director spoke about the many services and benefits provided by RSVP in the community.

Consent Agenda

Moved by Hallam, seconded by Dalton to approve consent agenda items 5-23. AYES: Six. NAYS: None. Consent Agenda was adopted.

5. February 19, 2024 Regular City Council Meeting Minutes

6. Approve Liquor License for the following: Ownership change for Kwik Star #1001-LG0000900, 1910 1st Ave E, Class B Retail Alcohol License; Casey's General Store #2341-LE0003013, 3104 1ST AVE E, Class E Retail Alcohol License

7. Certify Police Officer Candidate List

8. Resolution appointing Colby Lawson to the Downtown Grant Review Board for an unexpired term ending December 31, 2026
Resolution 2024-054 adopted.

9. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-02)
Resolution 2024-055 adopted.

10. Resolution approving field use agreement with Newton Little League Baseball.
Resolution 2024-056 adopted.

11. Resolution approving field use agreement with Newton Area Soccer Association.
Resolution 2024-057 adopted.

12. Resolution approving the Field and Ride-Along Agreement with Mercy College of Health Sciences
Resolution 2024-058 adopted.

13. Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest activities.
Resolution 2024-059 adopted.

14. Resolution Approving an Engagement Letter with Dorsey & Whitney for Services Related to the 2024 General Obligation Bonds
Resolution 2024-060 adopted.

15. Resolution Approving an Engagement Letter with Dorsey & Whitney for Services Related to the 2024 Road Use Tax Revenue Bonds
Resolution 2024-061 adopted.

16. Resolution amending the construction commencement date for the required improvements stipulated by the Purchase and Redevelopment Agreement for 1024 North 11th Avenue East
Resolution 2024-062 adopted.

17. Resolution correcting the eligibility boundary for the Newton Downtown Housing Grant Program
Resolution 2024-063 adopted.
18. Resolution approving the private sale and transfer of ownership of 1404 East 6th Street South
Resolution 2024-064 adopted.
19. Resolution approving the Newton Sanitary Landfill fee schedule
Resolution 2024-065 adopted.
20. Resolution Approving the Payment of Contract Billing Fees for Ambulance Billing
Resolution 2024-066 adopted.
21. Resolution setting a public hearing for the sale of City-owned property at 315, 319, and 321 East 8th Street South in Newton, Jasper County, Iowa
Resolution 2024-067 adopted.
22. Resolution Setting a Date For a Public Hearing on the Proposed Property Tax Levy for Fiscal Year July 1, 2024 - June 30, 2025
Resolution 2024-068 adopted.

23. Approve Bills

Public Hearing

24. Public Hearing on Proposal to Enter Into an Essential Purpose Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing on the above. There were no written comments. Moved by Wade, seconded by Simbro to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
25. Public Hearing on Proposal to Enter Into a Golf Course Clubhouse Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing on the above. There were no written comments. Moved by Hallam, seconded by Simbro to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
26. Public Hearing on Proposal to Enter Into a General Purpose Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing on the above. There were no written comments. Moved by Mills, seconded by Wade to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
27. Resolution taking additional action on proposal to enter into General Obligation Loan Agreements, combining Loan Agreements, authorizing the use of a Preliminary Official Statement, and Providing for the Levy of Taxes to Pay General Obligation Corporate Purpose Bonds, Series 2024A
Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-069 adopted.
28. Public Hearing on proposal to enter into a Road Use Tax Revenue Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing on the above. There were no written comments. Moved by Mills, seconded by Wade to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
29. Resolution on Taking Additional Action on Proposal to Enter into a Road Use Tax Revenue Loan Agreement and Authorizing the Use of a Preliminary Official Statement in Connection Therewith
Moved by Dalton, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-070 adopted.
30. Public Hearing on a resolution awarding contract for the W 6th St S (800-1000 Block) Widening and Resurfacing Project.
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Ervin, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
31. Resolution awarding contract for the W 6th St S (800-1000 Block) Widening and Resurfacing Project
Moved by Ervin, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-071 adopted.

Ordinance

32. First Consideration of an Ordinance eliminating Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Sections 32.130 - 32-140 Non-Bargaining Employee Grievance Commission and addressing the process in the City Council adopted Employee Handbook
Moved by Hallam, seconded by Ervin to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was

approved.

Resolution

33. Resolution approving a letter of support for the Newton YMCA Expansion Project
Moved by Mills, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-072 adopted.
34. Resolution approving the award of a Downtown Improvement Grant for the building at 118 North 2nd Avenue East
Moved by Wade, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-073 adopted.
35. Resolution amending the Grant for Private Demolition Program Area of the D&D 2.0 Program for multi-family and commercial structures
Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-074 adopted.

Motion

36. Motion authorizing the Mayor to accept the second amended joint Chapter 11 Plan of reorganization of Endo International PLC and its affiliated debtors and (II) proxy for voting on scheme of arrangement of Endo International PLC regarding Local Government Opioid Claims. Only holders of class 6(A) state opioid claims that vote in favor of the plan will be able to participate in the public opioid trust
Moved by Dalton, seconded by Wade to approve the above motion, required in order to participate in the Opioid settlement.

Staff Report

37. Vacant Building Ordinance, Erin Chambers, Community Development Director
Chambers presented options related to the vacant building ordinance. Dalton mentioned the City of Marion had a very detailed policy. Ervin emphasized that the policy needs teeth; every business should register or be penalized.

Mayor/Council Comments

38. Mayor and Council Comments
Hallam stated he had the pleasure of attending the Midl Gallery art reception in the Northwestern Mutual building downtown. Dalton provided information on Main Street including the amounts of investments that have gone into the downtown since becoming a program. Newton is one of 30 communities nationwide selected to participate in the Equitable Entrepreneurial Ecosystems for Rural Main Streets Program. Ervin announced June 7th and 8th Newton will be one of the first communities to host the State of Iowa Mobile Museum. Mills is excited about the road work that has been going on and wants to be very purpose driven when planning.

Closed Session

39. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2024
At 7:43 P.M., it was moved by Mills, seconded by Hallam to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

40. Return to Open Session
Council returned to open session at 10:15 P.M. with all members present.

Adjourn

Moved by Wade, seconded by Mills to adjourn the meeting at 10:15 P.M. Motion unanimously carried by voice vote.

RESOLUTION NO. 2024 – _____

RESOLUTION APPOINTING JERRI CLAY AS DEPUTY CITY CLERK

WHEREAS, Section 4.0201, Title 1, of the Newton Municipal Code states that a City Clerk and one or more Deputy City Clerks shall be appointed by the City council for two-year terms in even numbered years; and

WHEREAS, Katrina A. Davis currently serves as City Clerk and Lisa Frasier, Jolene Brady, and Candace Streeter currently serve as Deputy City Clerks with terms ending December 31, 2025; and

WHEREAS, Jerri Clay began employment in the Administration Department in February of 2024 and duties would require the designation of Deputy City Clerk;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Jerri Clay be appointed as Deputy City Clerk for term ending December 31, 2025.

PASSED this 18th day of March 2024.

APPROVED this _____ day of March 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024-_____

**RESOLUTION APPOINTING CARSON CLAYPOOL TO THE NEWTON
DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT
BOARD FOR THE UNEXPIRED TERM ENDING JUNE 30, 2024.**

WHEREAS, Adam Leber, FNNB Bank, 100 North 2nd Avenue West, resigned from his position on the Newton Downtown Self-Supported Municipal Improvement District Board, and

WHEREAS, Carson Claypool, FNNB Bank, 100 N 2nd Avenue West has expressed an interest serving on the board and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Carson Claypool is hereby appointed to the Newton Downtown Self-Supported Municipal Improvement District Board for the unexpired term ending on June 30, 2024.

PASSED this _____ day of March, 2024

APPROVED this _____ day of March, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-02)

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: \$1,745.49

Report Number: 2024-284

Date:

March 18, 2024

Lead Department:

Police

Recommendation:**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 \$1,745.49. 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 24-02).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 24-02)**

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. 24-02 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-02, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on April 17, 2024, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-02: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$74,740	\$ 320.49	\$75.00	\$ 395.49	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	12/12/2023
115 N 2nd Ave E LLC	834138004	115 N 2nd Ave E	Newton	\$194,250	\$ 60.00	\$75.00	\$ 135.00	ORIGINAL PLAT LOTS 1 & 2 BLK 15	1/15/2024
Two Men & Some Buildings L	834138009	112 1st Ave E	Newton	\$95,660	\$ 60.00	\$75.00	\$ 135.00	ORIGINAL PLAT W 1/3 LOT 7 BLK 15 EX NORTH 20'	1/24/2024
Benjamin Atkinson	833228015	423 N 2nd Ave W	Newton	\$95,140	\$ 60.00	\$75.00	\$ 135.00	WEST NEWTON LOT 1 SD LOT 43 & E 60' LOT 44	1/24/2024
Gaal LLC	833203021	325 W 8th St N	Newton	\$86,710	\$ 60.00	\$75.00	\$ 135.00	AILLAUD'S SD LOT 3	1/25/2024
Allen Majors	834327004	518 E 2nd St S	Newton	\$148,760	\$ 60.00	\$75.00	\$ 135.00	CLAUSSEN'S SD LOT 4 BLK 2	1/25/2024
Miller Property Solution LLC	834189010	410 E 4 1/2 St S	Newton	\$87,770	\$ 60.00	\$75.00	\$ 135.00	DAVIS SD OF OUTLOT 21 W 77' LOT 16	1/26/2024
Jerome Morris	834162005	324 W 3rd St S	Newton	\$227,150	\$ 60.00	\$75.00	\$ 135.00	ORIGINAL PLAT LOT 6 OUTLOT 16	1/25/2024
Amrich Co LLC	828454001	549 W 10th St N	Newton	\$51,900	\$ 60.00	\$75.00	\$ 135.00	GREENCASTLE PLACE LOT 14 BLK E	1/22/2024
Daniel Hewitt	834187014	304 S 5th Ave E	Newton	\$116,750	\$ 60.00	\$75.00	\$ 135.00	MANNING'S SD OF OUTLOT 20 LOT 4 & W 14.05' LOT 3	1/18/2024
Kayla Warren	834426006	806 S 6th Ave E	Newton	\$124,440	\$ 60.00	\$75.00	\$ 135.00	LINCOLN PLACE ADD LOT 3 BLK 4 & 1/2 ALLEY ON E	1/24/2024
TOTAL:							\$1,745.49		

City of Newton Council Report

**Item:**

Resolution approving contract for the 2024 City of Newton Mowing Contract No. 1

Summary:

Approving contractor for Mowing Contract No. 1

Financial Impact:

\$9,827.00 from D&D Bond Funds and Parks General Funds

Report Number: 2024-261

Date:

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In addition to park grounds, the City owns a number of properties sprinkled throughout the community.

With this large inventory of vacant lots, additional costs would be incurred in both equipment and labor to keep these extra lots maintained. Because these lots are not planned to be held by the City in perpetuity, it is cost-effective to utilize an outside contractor.

Mowing Contract No. 1 includes the following properties:

- 2801 Rusty Wallace Drive
- ROW east of 2215 South 8th Avenue East
- West 19th Street South/South 12th Avenue West
- 312 West 8th Street North
- ROW east of East 19th Street North
- 2000 West 18th Street South

The City received three competitive quotations as follows:

- Ryan Dannen, Newton, Iowa with a total quotation of \$9,827.00
- Randy Ray, Newton, Iowa with a total quotation of \$11,665.00
- Bird's Landscape Maintenance LLC, Newton, Iowa with a total quotation of \$23,325.00

Recommendation:

Staff recommends approving a contract with Ryan Dannen of Newton, Iowa for Mowing Contract No. 1.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING CONTRACT FOR THE
2024 CITY OF NEWTON MOWING CONTRACT NO. 1**

WHEREAS, the City of Newton Community Development Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots throughout the community, such as those lots acquired through the D & D process; and

WHEREAS, with this large inventory of vacant lots, additional costs are incurred in both equipment and labor to keep these extra lots maintained; and

WHEREAS, a request for quotes was prepared and sent out for the mowing and trimming at six City-owned lots for the 2024 growing season; and

WHEREAS, City staff recommends that the City of Newton award a contract to Ryan Dannen of Newton, Iowa for the 2024 City of Newton Mowing Contract No. 1 based on the low responsive, responsible quote received in the total amount of \$9,827.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Ryan Dannen of Newton, Iowa, in the amount of Nine Thousand, Eight Hundred Twenty-Seven Dollars and Zero Cents (\$9,827.00) for the 2024 City of Newton Mowing Contract No. 1 is hereby accepted, the same being the lowest quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract for the 2024 City of Newton Mowing Contract No. 1 is to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that completed work shall be paid from D & D bond funds and parks general funds.

PASSED this _____ day of March, 2024.

APPROVED this ____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, 2024, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Ryan Dannen of Newton, Iowa, 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 completed in accordance with the specifications included with the RFQ. 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 Competitive Quotation Form, which were proposed by the Contractor in its proposal submitted in accordance with the Request for Quotations (RFQ), for the following described improvements:

2024 City of Newton Mowing Contract No. 1 - This project includes the weekly mowing and trimming of five locations during the 2024 growing season and the monthly mowing of one location during the 2024 growing season.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the following amounts:

<u>LOCATION</u>	<u>ADDRESS</u>	<u>Work</u>	<u>Units</u>	<u>Estimated Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
1	2801 Rusty Wallace Dr	Mow & Trim	each	24	\$118.00	\$2,832.00
2	ROW e. of 2215 South 8th Ave E	Mow & Trim	each	24	\$25.00	\$600.00
3	West 19th ST S/S 12th AVE W	Mow & Trim	each	24	\$100.00	\$2,400.00
4	312 West 8th Street North	Mow & Trim	each	24	\$100.00	\$2,400.00
5	ROW e. of E 19th ST N	Mow & Trim	each	24	\$30.00	\$720.00
6	2000 W 18th Street S (monthly)	Mow & Trim	each	7	\$125.00	\$875.00

Contract Total: \$ 9,827.00

Project Name: 2024 City of Newton Mowing Contract No. 1

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

CONTRACTOR

Ryan Dannen
Contractor

By _____
Signature

Owner	Title
-------	-------

6614 North 23rd Avenue West

Street Address

Newton, Iowa 50208

City, State, Zip Code

641-831-5185

Telephone

INDIVIDUAL ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

City of Newton Council Report

**Item:**

Resolution approving contract for the 2024 City of Newton Mowing Contract No. 2

Summary:

Approving contractor for Newton Mowing Contract No. 2

Financial Impact:

\$7,008.00 from D&D Bond Funds and Parks General Funds

Report Number: 2024-262

Date:

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In addition to park grounds, the City owns a number of properties sprinkled throughout the community. Most of these properties are vacant lots acquired through the Newton D&D program.

With this large inventory of vacant lots, additional costs would be incurred in both equipment and labor to keep these extra lots maintained. Because these lots are not planned to be held by the City in perpetuity, it is cost-effective to utilize an outside contractor.

Mowing Contract No. 2 includes the following properties:

- 315-321 East 8th Street South
- Hatchery Site (211 East 12th Street North, 1015 North 3rd Avenue East, 1117 North 3rd Avenue East)
- 721 East 7th Street North
- 211 South 15th Avenue West
- 1608 1st Avenue West
- 1219 South 4th Avenue East

The City received three competitive quotations as follows:

- Ryan Dannen, Newton, Iowa with a total quotation of \$7,008.00
- Randy Ray, Newton, Iowa with a total quotation of \$10,080.00
- Bird's Landscape Maintenance LLC, Newton, Iowa with a total quotation of \$18,000.00

Recommendation:

Staff recommends approving a contract with Ryan Dannen of Newton, Iowa for Mowing Contract No. 2.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING CONTRACT FOR THE
2024 CITY OF NEWTON MOWING CONTRACT NO. 2**

WHEREAS, the City of Newton Community Development Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots throughout the community, such as those lots acquired through the D & D process; and

WHEREAS, with this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained; and

WHEREAS, a request for quotes was prepared and sent out for the mowing and trimming at six City-owned lots for the 2024 growing season; and

WHEREAS, City staff recommends that the City of Newton award a contract to Ryan Dannen of Newton, Iowa for the 2024 City of Newton Mowing Contract No. 2 based on the low responsive, responsible quote received in the total amount of \$7,008.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Ryan Dannen of Newton, Iowa, in the amount of Seven Thousand, Eight Dollars and Zero Cents (\$7,008.00) for the 2024 City of Newton Mowing Contract No. 2 is hereby accepted, the same being the lowest quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract for the 2024 City of Newton Mowing Contract No. 2 to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that completed work shall be paid from D & D bond funds and parks general funds.

PASSED this _____ day of March, 2024.

APPROVED this ____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, 2024, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Ryan Dannen of Newton, Iowa, 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 completed in accordance with the specifications included with the RFQ. 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 Competitive Quotation Form, which were proposed by the Contractor in its proposal submitted in accordance with the Request for Quotations (RFQ), for the following described improvements:

2024 City of Newton Mowing Contract No. 2 - This project includes the weekly mowing and trimming of six locations during the 2024 growing season.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the following amounts:

<u>LOCATION</u>	<u>ADDRESS</u>	<u>Work</u>	<u>Units</u>	<u>Estimated Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
1	315-321 E 8th St S	Mow & Trim	each	24	\$38.00	\$912.00
2	211 E 12th St N, 1015 N 3 AVE E, & 1117 N 3rd Ave E	Mow & Trim	each	24	\$100.00	\$2,400.00
3	721 East 7th ST N	Mow & Trim	each	24	\$38.00	\$912.00
4	211 South 15th Avenue West	Mow & Trim	each	24	\$40.00	\$960.00
5	1608 1st Avenue West	Mow & Trim	each	24	\$38.00	\$912.00
6	1219 S 4th Ave E	Mow & Trim	each	24	\$38.00	\$912.00

Contract Total: \$ 7,008.00

Project Name: 2024 City of Newton Mowing Contract No. 2

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

CONTRACTOR

Ryan Dannen
Contractor

By _____
Signature

Owner	Title
-------	-------

6614 North 23rd Avenue West

Street Address

Newton, Iowa 50208

City, State, Zip Code

641-831-5185

Telephone

INDIVIDUAL ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

City of Newton Council Report

**Item:**

Resolution accepting a permanent municipal utility easement located at 1101 1st St N

Summary:

Acceptance of a permanent 30-foot municipal easement to allow for access to sanitary sewer collection system located between 1101 1st St N.

Financial Impact:

Less than \$100

Report Number: 2024-265**Date:**

March 18, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

A real estate easement agreement was signed on February 6th, 2024 between the city of Newton and Galyn & Tammy Nook. The purpose of the agreement was to provide the City of Newton Utilities a permanent utility easement to repair the current sanitary sewer collection system that had failed and maintain the system in the future.

This action creates a new permanent 30-foot utility easement to protect the current sanitary sewer, while also allowing city crews access to the ground for future maintenance or repair of the sanitary sewer.

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

Easement Number	Property Owner	Easement Address
2024-01	Galyn & Tamara Nook	1101 1st St N

This easement has been granted by Galyn & Tammy Nook to the city for \$1.00.

Recommendation:

Accept Real Estate Utility Easement as described above.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION ACCEPTING PERMANENT MUNICIPAL UTILITY EASEMENT AT
1101 1st St N.

WHEREAS, a real estate easement agreement was signed on February 6th, 2024 between the city of Newton and Galyn & Tamara Nook and;

WHEREAS, the purpose of the agreement was to provide the City of Newton Utilities Department a permanent utility easement to repair the current sanitary sewer collection system that had failed and maintain the system in the future and;

WHEREAS, this action creates a new permanent 30-foot utility easement to protect the current sanitary sewer, while also allowing city crews access to the ground for future maintenance or repair of the sanitary sewer and;

WHEREAS, Utilities staff prepared the Real Estate Utility Easement documents, contacted the affected property owner, and secured signatures on said documents.

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

Easement Number	Property Owner	Easement Address
2024-01	Galyn and Tamara Nook	1101 1 st St N

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 of Newton.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting a permanent municipal utility easement located at 1120 W 4th St N

Summary:

Acceptance of a permanent 30-foot municipal easement to allow for access to sanitary water collection system located at 1120 W 4th St N

Financial Impact:

Less than \$100

Report Number: 2024-266

Date:

March 18, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

A real estate easement agreement was signed on March 5, 2024, between the city of Newton and Marvin & Sharon Vansickle. The purpose of the agreement was to provide the City of Newton Utilities Department a permanent utility easement to repair the current sanitary sewer collection system that had failed and maintain the system in the future.

This action creates a new permanent 30-foot utility easement to protect the current sanitary sewer, while also allowing city crews access to the ground for future maintenance or repair of the sanitary sewer.

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

Easement Number	Property Owner	Easement Address
2024-02	Marvis & Sharon Vansickle	1120 W 4th St N

This easement has been granted by Marvin & Sharon Vansickle to the city for \$1.00.

Recommendation:

Accept Real Estate Utility Easement as described above.

Matt Muckler, City Administrator

**RESOLUTION ACCEPTING PERMANENT MUNICIPAL UTILITY
EASEMENT AT 1120 W 4th St N.**

WHEREAS, a real estate easement agreement was signed on March 5th, 2024 between the city of Newton and Marvin & Sharon Vansickle and;

WHEREAS, the purpose of the agreement was to provide the City of Newton Utilities Department a permanent utility easement to repair the current sanitary sewer collection system that had failed and maintain the system in the future and;

WHEREAS, this action creates a new permanent 30-foot utility easement to protect the current sanitary sewer, while also allowing city crews access to the ground for future maintenance or repair of the sanitary sewer and;

WHEREAS, Utilities staff prepared the Real Estate Utility Easement documents, contacted the affected property owner, and secured signatures on said documents.

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

Easement Number	Property Owner	Easement Address
2024-02	Marvin & Sharon Vansickle	1120 W 4th St N

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 of Newton.

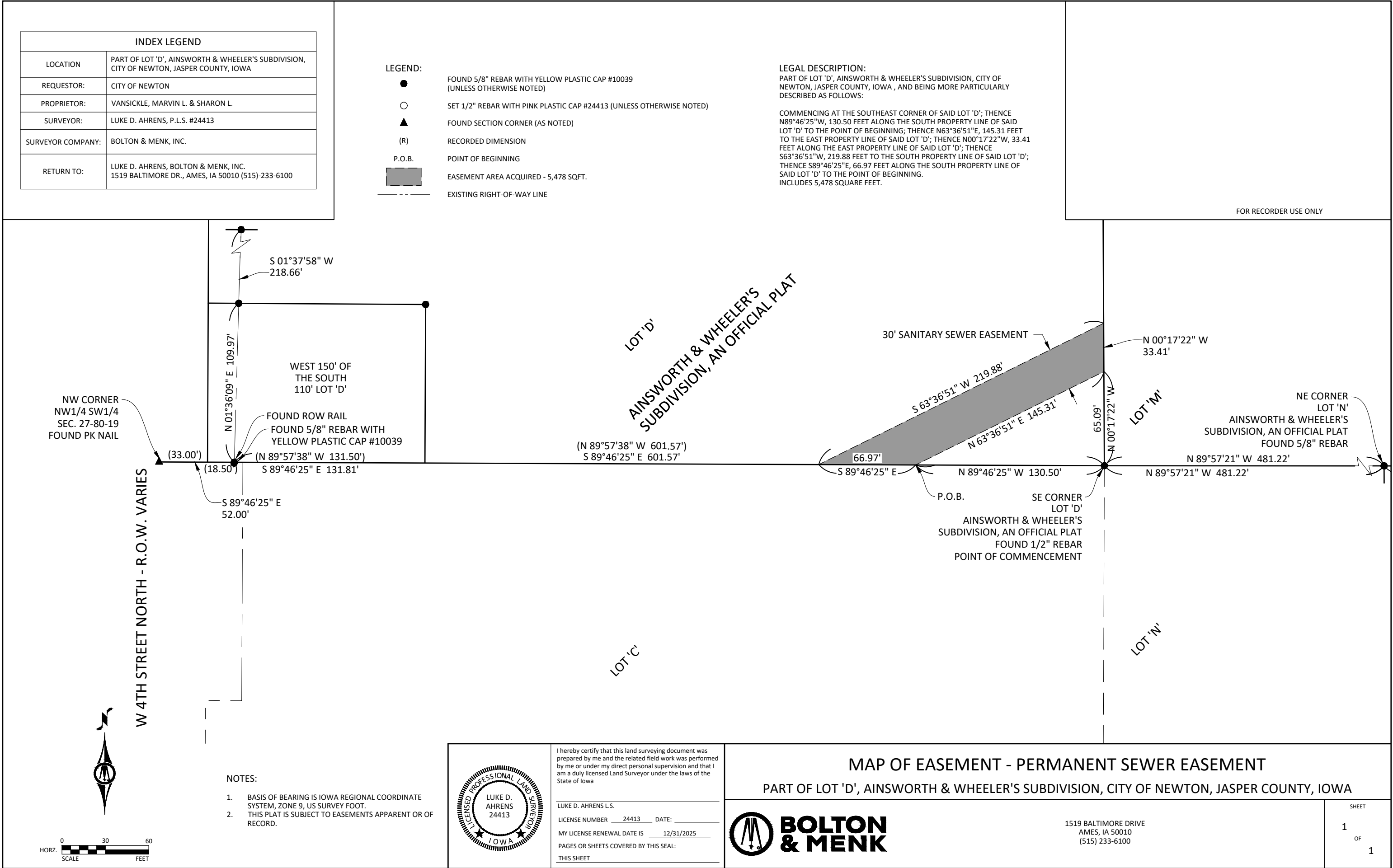
PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton Council Report

**Item:**

Resolution authorizing the sale of a 1982 Dump Truck at the Water Treatment Plant

Summary:

selling old inoperable 1982 dump truck

Financial Impact:

Estimated \$500 revenue in water enterprise fund

Report Number: 2024-268

Date:

March 18, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

The 1982 dump truck was originally used at the Newton WaterWorks Distribution. Several years ago, when it was replaced with a new Dump truck, the old 1982 dump truck was brought to the Water Treatment Plant to be used to haul Lime Grit (a byproduct from water treatment process). That purpose is no longer needed and the dump truck is no longer used. The dump truck is no longer operable and the cost of repairs exceeds the value of the truck.

Recommendation:

Approve placing 1982 dump truck on Public Surplus Auction site with a minimum reserve of \$500. If the minimum reserve is not met, sell to a local scrap yard for scrap price.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION AUTHORIZING THE SALE OF A 1982 DUMP TRUCK AT THE WATER TREATMENT PLANT

WHEREAS, the dump truck was originally used at Newton WaterWorks Distribution and;

WHEREAS, several years ago, when it was replaced with a new Dump truck and;

WHEREAS, the old 1982 dump truck was brought to the Water Treatment Plant to be used to haul Lime Grit (a byproduct from water treatment process) and;

WHEREAS, that purpose is no longer needed and the dump truck is no longer used and;

WHEREAS, the dump truck is no longer operable and the cost of repairs exceeds the value of the truck and;

WHEREAS, city staff recommends placing the 1982 dump truck on Public Surplus online auction site with a minimum reserve of \$500 and;

WHEREAS, if the minimum reserve is not met, sell to a local scrap yard for scrap price.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa the Utilities Director is authorized to sell the 1982 Dump Truck on Public Surplus auction site with a minimum reserve of \$500 and;

BE IT FURTHER RESOLVED if the minimum reserve of \$500 is not met, the dump truck will be sold to a local scrap yard for scrap price.

PASSED this _____ day of March 2024.

APPROVED this _____ day of March 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution relating to the financing of proposed projects to be undertaken by the City of Newton, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

Summary:

Resolution relating to the financing of proposed projects to be undertaken by the City of Newton, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

Financial Impact:

No Financial impact. This action gives the City authority to reimburse upcoming expenses for projects from the Water and Sewer Funds with future Revenue Bond proceeds

Report Number: 2024-270**Date:**

March 18, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

There are many upcoming projects in the FY25 CIP for the Water and Sewer funds that may require additional borrowing of revenue bonds. In order for the City to legally reimburse expenses incurred before bond proceeds are received, the City must pass a reimbursement resolution.

The City expects to start the bonding process for Water and Sewer Revenue bonds in late spring or early summer of 2024.

Recommendation:

Staff recommends approval of the attached Reimbursement Resolution.

Matt Muckler, City Administrator

ADOPT FEDERAL REIMBURSEMENT
RESOLUTION

504612-99999

Newton, Iowa

March 18, 2024

The City Council of the City of Newton, Iowa, met on March 18, 2024, at 6:00 o'clock p.m., at the City Hall Council Chambers, Newton, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

The City Clerk reported that, in order to preserve the City's eligibility to issue tax-exempt bonds for constructing water utility improvements and water pollution control / sanitary sewer utility improvements, it would be necessary for the City Council to adopt a resolution declaring the Council's intent to expend current cash on-hand and to later reimburse those expenses from the proceeds of a bond issue. Council Member _____ introduced the resolution next hereinafter set out, related to financing the projects, and moved its adoption, seconded by Council Member _____. After due consideration and discussion, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2024-_____

Resolution relating to the financing of proposed projects to be undertaken by the City of Newton, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Newton, Iowa (the “City”), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Bonds”) and reasonably expects to issue the Bonds for such projects in the maximum principal amount shown below:

<u>Projects</u>	<u>Maximum Amount of Bonds Expected to be Issued for Projects</u>
Water Utility Improvements; Water Pollution Control / Sanitary Sewer Utility Improvements	\$3,325,000

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 18, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council in connection with reimbursement bond regulations, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

City of Newton Council Report

**Item:**

Resolution approving an Engineering Services Agreement for the City's professional engineering needs

Summary:

Approval of an agreement for contracted engineering services

Financial Impact:

Estimated \$40,800 annually, with \$13,400 from the General Fund and \$27,400 from Road Use Tax (RUT), Capital Improvement Funds, or Tax Increment Financing (TIF), depending on the specific projects being engineered.

Report Number: 2024-273**Date:**

March 18, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The City of Newton had employed a Professional Engineer for many years. This position began as the City Engineer and then assumed the duties of the Public Works Director in about 1996. After staffing changes in 2017 and a municipal engineering selection process, Bolton & Menk was chosen to begin acting as the City of Newton's professional engineer.

To ensure the City was still receiving the best possible services at reasonable rates, staff prepared a request for qualifications (RFQ) for engineering services and sought proposals from nineteen firms. Six firms expressed interest and submitted a formal proposal based on the RFQ. These proposals were then reviewed and scored with factors such as staff experience in municipal engineering, range of services offered, prior project experience with current City staff and billable rates being the top considerations; two were then interviewed. Based on the scoring and interviews, staff members agreed that Bolton & Menk was still the best firm to meet the city's various needs.

This engineering services contract would be set up so that the City can void it at any time, determine how much time the engineer is needed, and review it annually to see if any changes are necessary in the scope of work.

Recommendation:

City Staff recommends that the Council approve entering into an agreement to provide professional engineering services with Bolton & Menk of Des Moines, Iowa, per the rates and terms included in the engineering services agreement.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR THE CITY'S PROFESSIONAL ENGINEERING NEEDS**

WHEREAS, the City of Newton had employed a Professional Engineer for many years. This position began as the City Engineer and then assumed the duties of the Public Works Director in about 1996; and

WHEREAS, after staffing changes in 2017 and a municipal engineering selection process, Bolton & Menk was chosen to begin acting as the City of Newton's professional engineer; and

WHEREAS, to ensure the City was still receiving the best possible services at reasonable rates, staff prepared a request for qualifications (RFQ) for engineering services and sought proposals from nineteen firms; six firms expressed interest and submitted a formal proposal based on the RFQ; and

WHEREAS, two firms were interviewed, and based on the scoring and interviews, staff members agreed that Bolton & Menk was still the best firm to meet the city's various needs; and

WHEREAS, City staff recommends that Council approve entering into an agreement to provide professional engineering services with Bolton & Menk of Des Moines, Iowa, per the rates and terms included in the Basis of Compensation section of their proposal dated February 5, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the recommendation to enter into an agreement for professional engineering services with Bolton & Menk of Des Moines, Iowa, per the rates and terms included in the engineering services agreement, is hereby accepted.

BE IT FURTHER RESOLVED, said engineering services agreement shall be set up such that the City can void it at any time, determine how much time the engineer is needed, and review the agreement annually to see if any changes are needed in the scope of work.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said engineering services agreement to be signed by the Mayor and City Clerk on behalf of the City, is hereby approved. The estimated annual cost of \$40,800 for the professional engineering services included in this agreement shall be paid with \$13,400 from the General Fund and \$27,400 from Road Use Tax (RUT), Capital Improvement Funds, or Tax Increment Financing (TIF), depending on the specific projects being engineered.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a temporary construction easement with Newton Housing Development Corporation

Summary:

Acceptance of a temporary construction easement for all necessary public improvements for Arbor Estates Second Addition.

Financial Impact:

\$1.00

Report Number: 2024-274

Date:

March 18, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

To accommodate the construction of all necessary public improvements for Arbor Estates Second Addition, the City and Newton Housing Development Corporation have agreed to a temporary easement for access to Outlot ZZ, Arbor Estates' First Addition, for the construction of said public improvements for Arbor Estates Second Addition.

This easement is for and in consideration of the sum of one dollar.

Recommendation:

Staff recommends that the Council approve the temporary construction easement for Arbor Estates Second Addition Public Improvements.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT
WITH NEWTON DEVELOPMENT CORPORATION**

WHEREAS, to accommodate the construction of all necessary public improvements of Arbor Estates Second Addition Public Improvements, Newton Development Corporation has requested an easement from the City for access to Outlot ZZ, Arbor Estates' first addition, for the construction of the public improvements of Arbor Estates Second Addition public improvements; and

WHEREAS, these easements are for and in consideration of the sum of one dollar; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the above referenced easements are hereby approved.

BE IT FURTHER RESOVLED, that the Mayor and City Clerk are authorized to execute the Electric Line Easement documents for the affected properties.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Prepared By/Easement Grantee:

Brian Dunkelberger, Senior City Planner - City of Newton Community Development
303 W 4th St N, Suite 501, Newton, IA 50208
641-792-6622

Taxpayer/Easement Grantor:

Newton Housing Development Corporation
PO Box 102
Newton, IA 50208

Legal Description: Outlot ZZ, Arbor Estates First Addition, Jasper County, Iowa

Parcel No: 0826426008

Project: Arbor Estates Second Addition Public Improvements

Easement No: 2023-01

REAL ESTATE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That We the undersigned, Newton Housing Development Corporation (hereinafter called "Property Owner") in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00) to be paid by the City of Newton, Iowa upon final approval of this Easement by the City, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

TEMPORARY CONSTRUCTION EASEMENT

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

OUTLOT ZZ, ARBOR ESTATES FIRST ADDITION, JASPER COUNTY, IOWA

2. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, from and after the execution of this easement agreement to and including the day of substantial completion of construction of the public improvement identified below and City's performance of its obligation hereunder, which shall be not later than 2 years from the date of the City's approval of this instrument.

3. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to entering upon the temporary easement property to construct all necessary public improvements in accordance with the Construction Plans and Specifications approved by the City of Newton which are now on file in the Newton Public Works' office. Such improvements are connected to the following specific project: Arbor Estates Second Addition Public Improvements, hereinbefore and hereinafter called the "public improvement."

4. **ERECTION OF STRUCTURES PROHIBITED.** Property Owner shall not erect any structure on, over, under, through, across or within the temporary easement property during the term of the easement without obtaining the prior written consent of the Public Works Director.
5. **PERMANENT IMPROVEMENTS.** Property Owner agrees that no permanent improvement shall be built or placed upon the temporary easement property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the temporary easement property during the term of the easement, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense.
6. **REPRESENTATION OF OWNERHIP.** Property Owner does hereby covenant with the City that Property Owner holds title to said temporary easement property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said temporary easement property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.
7. **RESTORATION OF LAND.** City shall restore the temporary easement property and adjacent affected right-of-way as nearly as reasonably possible to substantially the same condition it was in prior to City's entry, including but not limited to restoration of non-improved areas in accordance with the Construction Plans and Specifications connected to the following project: Arbor Estates Second Addition Public Improvements.

GENERAL PROVISIONS

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

Signed this 13th day of February, 2024.

INDIVIDUAL FEE TITLE PROPERTY OWNER

NEWTON HOUSING DEVELOPMENT CORPORATION

[Signature] Res NHDC 2/13/2024
Property Owner/Agent DATE

[Signature] Sec NHDC 2/13/2024
Property Owner/Agent DATE

P.O. Box 102, Newton, IA 50208
Address

P.O. Box 102, Newton, IA 50208
Address

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: _____

By: _____

City of Newton Council Report

**Item:**

Resolution approving a non-standard use agreement with the property owner of 403 1st Ave E.

Summary:

Approval of a non-standard use agreement with the property owner of 403 1st Ave E.

Financial Impact:

None

Report Number: 2024-275**Date:**

March 18, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The property owners of 403 1st Ave E have requested to use the adjacent public alley to stack vehicles utilizing their drive-up window.

The current City of Newton specifications or regulations do not specifically allow public right of way for this type of use. The property owners have agreed to the City's non-standard use agreement, which includes conditions such as removing snow in the alley during winter months.

If the City accepts the agreement, the owners will be committed to its terms and standards.

Recommendation:

City staff recommends approval of the agreement with the property owners for the non-standard improvements in the City right-of-way.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A NON-STANDARD USE AGREEMENT
WITH THE PROPERTY OWNER OF 403 1ST AVE E**

WHEREAS, the property owners of 403 1st Ave E have requested to use the adjacent public alley to stack vehicles utilizing their drive-up window; and

WHEREAS, current City of Newton specifications or regulations do not specifically allow public right of way for this type of use. The property owners have agreed to the City’s non-standard use agreement, which includes conditions such as removing snow in the alley during winter months; and

WHEREAS, if the City accepts the agreement, the owner will be committed to its terms and the standards contained within.

NOW, THEREFORE, BE IT RESOLVED, that the non-standard use agreement between the City of Newton and New Star Newton LLC is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the non-standard use agreement between the City of Newton and said owners is to be signed by the Mayor and City Clerk on behalf of the City and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute the said non-standard use agreement with the owner.

.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Prepared By: Joe Grife & Brian Dunkelberger – City of Newton – 303 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622

Taxpayer: New Star Newton LLC – 3138 Fieldstone CT SE, Altoona, IA 50009

Legal Description: LOTS SIX (6) AND SEVEN (7), OUTLOT 23 OF ORIGINAL PLAT OF NEWTON, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS WITHIN AND FOR SAID JASPER COUNTY, IOWA.

Parcel No: 0834179001

**AGREEMENT BETWEEN CITY OF NEWTON AND PROPERTY OWNER FOR A NON-STANDARD
USE OF CITY ALLEY RIGHT-OF-WAY**

The City of Newton, Iowa, a municipal corporation under the laws of the State of Iowa, hereinafter called "City," and the following named property owner(s):

New Star Newton LLC

3138 Fieldstone CT SE, Altoona, IA 50009

hereinafter called "Owner," hereby agrees as follows:

1. Owner owns the following described property, hereinafter called "property":
Address: **403 1st Avenue East**
Legal Description: **LOTS SIX (6) AND SEVEN (7), OUTLOT 23 OF ORIGINAL PLAT OF NEWTON, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS WITHIN AND FOR SAID JASPER COUNTY, IOWA.**
2. Owner desires a non-standard use of City alley right-of-way adjacent to said property. The non-standard use is described as follows:
Use of the alley for stacking of vehicles for a drive-up window at World To Go, a convenience store and food service business.
3. For and in consideration of City's permission for said non-standard use, Owner agrees to the conditions specified hereinafter and agrees to undertake all of the responsibilities specified hereinafter.
4. City reserves and maintains all right to use and occupy the right-of-way area of said non-standard use, including but not limited to the right to maintain alley and sidewalk, install traffic related signage and utilities, and other regular maintenance work as deemed necessary. Owner understands and accepts that the City does not complete snow removal in the subject alley during winter months and shall meet the requirements established by item #8 herein. In the event that said non-standard use is not feasible due to City's or City's franchised utilities use and occupancy of City's right-of-way, Owner shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City.
5. In the event that the alley needs to be closed due to the installation or maintenance of alley, sidewalk, traffic related signage, utilities, or any other public works, City shall give written notice to Owner 24 hours in advance of alley closure. Under emergency circumstances or when public safety is endangered, City or any utility franchised by City may pursue immediate corrective or removal actions without notice to Owner. In either event, Owner or any tenant shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City.
6. Owner further agrees to indemnify, defend and hold City harmless from any and all claims by third parties, City's employees, agents and subcontractors, and all employees, agents, assignees, subcontractors or licensees of Owner, arising directly or indirectly out of non-standard use.
7. Owner agrees this agreement does not permit additional structural or signage improvements within the alley and/or relating to the non-standard use without separate approval(s) from the City of Newton.
8. Owner agrees to arrange and pay for snow removal in the alley when drive-up window is open for business. Additional traffic in the alley from the drive-up window may result in snow becoming packed, creating slippery or icy conditions in the alley, and it will be the owner's responsibility to remedy. The entity performing the snow removal on the Owner's behalf shall meet City insurance requirements.
9. This agreement shall be a covenant running with the Owner's land, and it shall expire **two years** from the date of approval by the City of Newton. It shall be Owner's obligation to record this agreement with the Jasper County Recorder at Owner's expense, but Owner failure to record this agreement shall not defeat City's rights under this agreement as against Owner or any successors in interest to Owner. Owner shall return a recorded copy of this agreement to the City, and no work regarding the non-standard use shall begin until a recorded copy of the agreement is received by the City.
10. Owner shall be responsible for normal periodic maintenance of any non-standard improvements, separately approved by City, at Owner's cost. In the event any non-standard use and/or non-standard improvements become a nuisance,

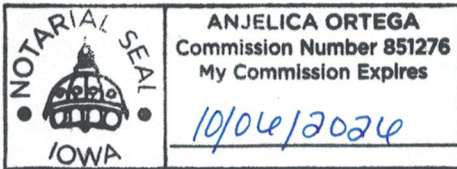
become damage by accident or act of God, interferes or impedes the installation or maintenance of street, sidewalk, street signage, utilities or any other public works, or in any other way violates the Newton City Code or Code of Iowa, then City shall give written notice to Owner of the corrective or removal action required. If Owner fails or refuses to take such corrective action within ten (10) days, City reserves and maintains the right to remove any and all non-standard improvements and revoke this non-standard use of city alley right-of-way agreement. City shall maintain right to recover costs of corrective or removal action by billing Owner, or if costs remain unpaid, by certifying the costs of such corrective action to the County Assessor and County Treasurer for collection against Owner's property in the same manner as property taxes.

ACCEPTANCE BY OWNER

Auzzad Farooq
Owner

STATE OF IOWA :
:ss
JASPER COUNTY:

On this 22 day of Feb, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Auzzad Farooq to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Anjelica Ortega
Notary Public in and for the State of Iowa
(Typed Name) Anjelica Ortega
My Commission Expires: 10/06/2024

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: _____

By: _____
Evelyn George, 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 _____ 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 _____ 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.

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

City of Newton Council Report

**Item:**

Resolution approving emergency permanent repairs and upgrades of the Newton Airport septic tank and pump system

Summary:

Approval of emergency permanent repairs and upgrades to the Newton Airport septic tank and pump system

Financial Impact:

\$8,909 to be paid from the Airport General Fund

Report Number: 2024-280**Date:**

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Newton Municipal Airport is not connected to City sanitary sewer, so it uses a remote septic tank and pump system. Johnson Aviation President, Ethan Nasalroad, reported to staff about a breakdown in the system, and he shared that Johnson Aviation would continue to manage the situation by having the septic tank pumped out and discharged at Newton wastewater facilities until a fix could be pursued. This has resulted in increased operating costs and time spent managing that process.

A quotation by Warnick Mechanical to address the septic tank issue was obtained by Johnson Aviation. Warnick Mechanical provided two options:

- Option A is a temporary "quick" fix to the current system, which was also pursued about 20 years ago for the same system. (\$5,887.20)
- Option B is a permanent repair and upgrade of the outdated system. (\$8,909.00)

Considering past issues with the current system, its age, the permanency of Option B, and the emergency nature of the needed repairs, staff recommends approval of Option B.

Recommendation:

Staff recommends approval of the permanent repairs and upgrades to the Newton Airport septic tank and pump system.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING EMERGENCY PERMANENT
REPAIRS AND UPGRADES TO THE NEWTON AIRPORT
SEPTIC TANK AND PUMP SYSTEM**

WHEREAS, the Newton Municipal Airport is not connected to City sanitary sewer, so it uses a remote septic tank and pump system; and

WHEREAS, the current septic system is aged and has had multiple problems over the years and now the pump has broken down; and

WHEREAS, Johnson Aviation manages the situation by having the tank manually pumped out more frequently which has resulted in increased costs and management time; and

WHEREAS, Johnson Aviation requested a review of the situation and estimate from the only known local contractor who can complete this work, Warnick Mechanical, for the needed emergency repairs; and

WHEREAS, the total cost of the emergency repairs will be \$8,909.00 (Eight Thousand, Nine Hundred Nine Dollars and Zero Cents); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Development Depart is authorized to pursue and pay for the emergency permanent repairs and upgrades to the Newton Municipal Airport septic tank and pump system with payment to be made from the Airport General Fund.

PASSED this ____ day of March, 2024.

APPROVED this ____ day of March, 2024.

(SEAL)

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the submittal of a Jasper Community Foundation Grant application in partnership with Kid Assist of Jasper County for handicap accessibility equipment at Maytag Pool

Summary:

Authorizing a joint application with Kid Assist to the Jasper Community Foundation Grant program

Financial Impact:

\$0.00

Report Number: 2024-283**Date:**

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Each year, the Jasper Community Foundation awards grants to worthwhile projects located in the County that support the foundation's areas of emphasis, including arts and culture, economic development, education, environment, health and human services, recreation and other community activities; and

Kid Assist of Jasper County seeks to partner with the City of Newton and the Friends of Newton Parks on a grant request for handicap accessibility equipment at Maytag Pool with no cost to the City.

Kid Assist is a 501c3 organization committed to bringing ADA accessible features to communities at little or no cost to its patrons. Kid assist has provided ADA swings to Maytag and Aurora Parks in Newton. They have also assisted the Newton YMCA on accessibility projects in the past.

Parks and Recreation staff identified the following equipment needs for the grant request: replacing the outdated ADA Lift Chair and purchase of ADA compliant stairs for secondary means of entry access. Kid Assist of Jasper County is committed to preparing and submitting the joint application to the Jasper County Community Foundation for these identified improvements.

Along with these amenities, Kid Assist would like to offer, for the City's use, a water wheelchair and an adult change station to be placed in the women's locker room. These pieces of equipment will bring the Maytag pool into the ever evolving ADA compliance requirements and increase pool access to a greater number of individuals in need.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

Examples of Proposed Equipment for the Grant Request:



RESOLUTION NO. 2024 – _____

RESOLUTION AUTHORIZING THE SUBMITTAL OF A JASPER COMMUNITY FOUNDATION GRANT APPLICATION IN PARTNERSHIP WITH KID ASSIST OF JASPER COUNTY FOR HANDICAP ACCESSIBILITY EQUIPMENT AT MAYTAG POOL

WHEREAS, each year, the Jasper Community Foundation awards grants to worthwhile projects located in the County that support the foundation’s areas of emphasis including arts and culture, economic development, education, environment, health and human services, recreation and other community activities; and

WHEREAS, Kid Assist of Jasper County seeks to partner with the City of Newton and the Friends of Newton Parks on a grant request for handicap accessibility equipment at Maytag Pool; and

WHEREAS, Parks and Recreation staff identified the following equipment needs for the grant request: replacing the outdated ADA Lift Chair and purchase of ADA compliant stairs for secondary means of entry access;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the joint Jasper Community Foundation Grant Application with Kid Assist of Jasper County is hereby authorized.

PASSED this ____ day of March, 2024.

APPROVED this ____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving 28E for the Safety Coalition of Central Iowa Cities Shared Services Agreement (SCCIC)

Summary:

The SCCIC was established to share employee safety services among members

Financial Impact:

\$465.18/yr until December 31, 2029

Report Number: 2024-281**Date:**

March 18, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton is a member of the Safety Coalition of Central Iowa Cities (SCCIC). The SCCIC was established under the provisions of Iowa Code Chapter 28E between the cities of Altoona, Baxter, Bondurant, Colfax, Mitchellville, Monroe, Newton, Norwalk, Pleasant Hill, and Prairie City. The SCCIC was formed to develop safety programs in compliance with state and federal requirements, provide a cost-effective means of providing ongoing OSHA training and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

Member cities do not have the resources or staff to provide a full-time safety coordinator and, through this 28E Agreement, cities receive services from a contracted safety and risk management professional. Member cities continue to regularly explore additional cost-sharing ideas.

Each member's annual dues are accounted for separately and safety training expenses are billed directly from the vendor. Each city's membership dues are based on population. Newton's charges for SCCIC are paid from the safety budget.

Recommendation:

It is recommended that the City Council adopt the Resolution approving a 28E Agreement for the Safety Coalition of Central Iowa Shared Services.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING 28E FOR THE SAFETY COALITION OF CENTRAL IOWA CITIES SHARED SERVICES AGREEMENT (SCCIC)

WHEREAS, the City of Newton is a member of the Safety Coalition of Central Iowa Cities (SCCIC); and

WHEREAS, the SCCIC is established under the provisions of Iowa Code Chapter 28E between the following cities: Altoona, Baxter, Bondurant, Colfax, Mitchellville, Monroe, Newton, Norwalk, Pleasant Hill, and Prairie City; and

WHEREAS, the SCCIC was established to share services among the members, to improve or enhance existing services more efficiently and to share the time, talents and resources of each community for better utilization of taxpayer dollars;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 28E Agreement for the Safety Coalition of Central Iowa Cities Shared Services Agreement is hereby approved.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR THE SAFETY COALITION OF CENTRAL IOWA CITIES SHARED SERVICES AGREEMENT

This agreement is made under the provisions of the Iowa Code Chapter 28E and shall be interpreted consistent with such statute and any later amendments thereof, between the following legal political subdivisions of the State of Iowa:

Altoona	Monroe
Baxter	Newton
Bondurant	Norwalk
Colfax	Pleasant Hill
Mitchellville	Prairie City

This agreement shall be subject to amendment by the unanimous approval of all member cities. This agreement may be amended to include new parties by adoption of an appropriate resolution and signatures of the intended new party, subject to unanimous consent of the undersigned parties.

I. PURPOSE

The Safety Coalition of Central Iowa Cities (SCCIC) was established to share services among the members, to improve or enhance existing services more efficiently; and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

II. PROJECT PLANS

This agreement sets out the general policies and organization of the SCCIC. Each new project will be submitted to and approved by the SCCIC board of directors.

IV. CITY CONTRIBUTION

- A. Each city will be billed annually for membership dues based on the attached fee schedule.

Any city wanting to become a member of SCCIC must receive the unanimous consent of all member cities.

- B. Bills for membership dues will be sent each September. In addition to membership dues, Cities with negative account balances will also be billed. Each individual city will be responsible to pay Iowa Association of Municipal Utilities (IAMU) for the annual membership fee as a utility and the fee set forth in the service agreement with IAMU for safety training.

- C. Services provided on behalf of SCCIC will be billed as follows:
1. Hourly service charges cost twenty dollars (\$20.00) an hour.
 2. Copy service charges cost ten cents (\$0.10) per copy.
 3. Postage, office supplies, and long-distance phone calls will be billed for these expenses.

- D. Each member city's dues will be accounted for separately and that account will be charged for expenses incurred on their behalf. Any unused monies paid by the

member cities will remain with the SCCIC. Each member city will receive credit for their share of the remaining funds. Any unused grant proceeds will be refunded to the State of Iowa in accordance with the grant agreements. Financial reports will be sent to each city at a minimum of four times a year. Funds remaining in a city's account on each August 31st will be carried forward into the next billing.

- E. Funds will be held in a checking or savings account and will require two signatures for the withdrawal of funds.
- F. Monies held in the Joint Fund are the property of all SCCIC members. These funds will be spent for meeting expenses. Use of these funds for a project or purchase, must be approved by 2/3 of the total membership.
- G. Any property that is purchased using "Joint Funds" will be the joint property of said member cities and upon, but not limited to the termination of this agreement, will be disposed of by vote of the 2/3 of the total city membership.
- H. Any city using or housing joint property will be responsible for maintain and providing insurance on such property at the time it is in their possession. Any city damaging joint property will be responsible for the property's repair or replacement.
- I. An annual internal inspection of the financial records shall be completed on SCCIC funds adhering to agreed upon procedures. A member city, other than cities authorized to deposit or withdraw SCCIC funds, will complete the internal review and report to member cities. The financial statements must internally balance and reconcile. The beginning fund balance amounts reported on financial and bank statements agree to related ending fund balance amounts on prior-year financial statements.
- J. In the event a motion to dissolve SCCIC is approved, monies held in "Joint Funds" will be distributed equally among the member cities after all outstanding bills are paid.

V. ORGANIZATION

Each member city will appoint one individual to serve on the SCCIC board of directors. At the first meeting of the calendar year the board of directors will elect an executive committee consisting of President, Secretary and Treasurer. The board of directors will monitor and evaluate current projects, and plans for future projects. All projects must be within the scope of the shared service agreement and meet the organizational goals of SCCIC.

VI. DUTIES

SCCIC responsibilities shall include:

- A. Setting goals and priorities; and
- B. Coordinating dates for safety meetings, training, inspections; and
- C. Evaluating services; and
- D. Requesting proposed contract for the following year with estimated cost; and,
- E. such duties determined by the Committee to efficiently meet the needs of its participating members.

VII. SERVICE AGREEMENT

The service agreement between SCCIC and a service provider shall clearly identify the following:

- A. the term of the service agreement and the commitment of SCCIC member;
- B. specific services and service priorities to be provided;
- C. the amount of staff and consultant resources, materials, and expenses anticipated under the agreement;
- D. the manner in which costs are to be allocated among participants
- E. the schedule of payments for costs;
- F. services and materials that are not included in the agreement, such as the responsibility of participants regarding the purchase of compliance models and payment of fees for workshops and meetings offered to the service provider's general membership;
- G. type of report to be presented by the service provider to the committee;
- H. type of committee evaluation of the service provider services under the agreement;
- I. a process by which terms of the agreement may be modified by mutual agreement of the Committee and the service provider to meet changing needs and conditions;
- J. limitations as to the liability of the service provider to SCCIC or its individual members for actions related to performance of services under the agreement; and,
- K. limitations as to the liability of SCCIC or its individual members to one another or to others for actions related to performance of services under the agreement;
- L. dissolution notification of 120 days is required in writing to the service provider;

VIII. DURATION

This agreement will last five years from the signing of the agreement. However, agreements to extend this agreement for additional five-year periods may be enacted. Extensions require a unanimous vote of all member cities. This agreement will begin once all member communities approve the agreement and continue until December 31, 2029.

IX. TERMINATION

In the event any participating City chooses to terminate its participation in the Agreement, the remaining Cities may choose to terminate the Agreement in its entirety, or may choose on the following alternatives regarding the personal property interest of the terminating party:

- 1. Return to the terminating City property provided by that City or other personal property under the control of the SCCIC Board of similar, depreciated value; or
- 2. Purchase the interest of the terminating City based upon a depreciated value of the property prorated between the participating Cities, considering the source of the property or the funds expended for their purpose; or
- 3. Accept the property after the terminating city relinquishes any claim or interest in the property.

Upon complete termination of this Agreement, the SCCIC Board shall distribute the personal property under its control by returning that property supplied, given or purchased by a participating City to the City. Other property may be sold, disposed of, or donated in the discretion of the board. Any funds under the control of the SCCIC board at termination shall first be used to settle any debts or claims related to the organization, and then distributed among the participating Cities at the discretion of the SCCIC board.

X. LIABILITY

All wages, disability payments, pensions, worker's compensation claims and benefits, damage to equipment, damage to clothing, and all other claims arising from activities or duties required pursuant to this agreement shall be the sole responsibility of the individual member city which owns said equipment or employs the individual who asserts said claim. Each member city shall, in addition, be responsible for all claims or causes of action brought by their own citizens. With regard to said claims or causes of action, each member city shall indemnify and hold harmless the other parties to this agreement and other parties' officers and employees from an and all claims, demands, actions, or causes of action of whatever the nature or character, including costs of litigation and attorney fees which the latter party may incur, which may be imposed for injury to or death to persons or property described above. Under no circumstances will any member city share responsibility or liability with another member City. Also, SCCIC assumes no liability on the behalf of any of the member cities.

XI. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

SAFETY COALITION OF CENTRAL IOWA CITIES (SCCIC)
ANNUAL MEMBERSHIP DUES

CITY	POPULATION	BASE FEE	POPULATION FEE	TOTAL COST
Altoona	19,565.00	\$ 150.00	\$ 391.27	\$ 541.27
Baxter	962.00	\$ 150.00	\$ 19.24	\$ 169.24
Bondurant	7,365.00	\$ 150.00	\$ 147.29	\$ 297.29
Colfax	2,255.00	\$ 150.00	\$ 45.10	\$ 195.10
Mitchellville	2,485.00	\$ 150.00	\$ 49.70	\$ 199.70
Monroe	1,967.00	\$ 150.00	\$ 39.34	\$ 189.34
Newton	15,760.00	\$ 150.00	\$ 315.18	\$ 465.18
Norwalk	12,799.00	\$ 150.00	\$ 255.96	\$ 405.96
Pleasant Hill	10,147.00	\$ 150.00	\$ 202.93	\$ 352.93
Prairie City	1,700.00	\$ 150.00	\$ 34.00	\$ 184.00
	75,005.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00

CITY OF ALTOONA

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF BAXTER

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF BONDURANT

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF COLFAX

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF MITCHELLVILLE

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF MONROE

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF NEWTON

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF NORWALK

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF PLEASANT HILL

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF PRAIRIE CITY

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City-owned property at 525 West 4th Street South in Newton, Jasper County, Iowa

Summary:

Setting a public hearing to receive offers on this D&D property.

Financial Impact:

None, setting a public hearing.

Report Number: 2024-264

Date:

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired the properties now known as 525 West 4th Street South through the D&D program in 2017. The dilapidated multi-family structure and fire damaged single-family home were subsequently demolished.

There has been expressed interest in the property. In order to receive and entertain offers, the City must first set a public hearing.

The resolution schedules the public hearing for April 15, 2024.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 525 WEST 4TH STREET SOUTH IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 525 West 4th Street South, legally described as: PARCEL B BEING LOT 8, BLOCK 4, EXCEPT PARCEL A, COLLEGE ADDITION, TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED AT FILE 2021-00008590 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on April 15, 2024 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on April 15, 2024, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 525 West 4th Street South, legally described as: PARCEL B BEING LOT 8, BLOCK 4, EXCEPT PARCEL A, COLLEGE ADDITION, TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED AT FILE 2021-00008590 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on April 5, 2024, to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering city clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the 2024 Sanitary Sewer Lining Project

Summary:

Accept plans and order bids for the 2024 Sanitary Sewer Lining Project.

Financial Impact:

\$250,000 from the Water Pollution Control enterprise funds.

Report Number: 2024-263**Date:**

March 18, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

Video camera images indicate that several segments of the City of Newton sanitary sewer mains are in need of repair. These repairs are generally located in or upstream from areas where sanitary sewer surcharges have occurred due to excessive infiltration of groundwater or restricted flow caused by tree roots.

Lining is an acceptable method of repairing sanitary sewer pipe without the need to excavate and repave the street. All unused service wyes, pipe joints, and cracks are permanently sealed by the liner. Lining seals cracks and fractures, preventing sewage from seeping into the environment and preventing groundwater from migrating into the sanitary sewer system.

The Newton Utilities Department has prepared plans and specifications for the proposed 2024 Sanitary Sewer Lining Project. The project includes lining approximately 6,103 lineal feet of sanitary sewer main. The proposed lining locations are shown on the attached maps.

The engineer's estimate for the proposed improvements is \$244,295. Project costs will be paid from the Water Pollution Control enterprise funds. The 2024 Water Pollution Control budget allocated \$250,000 for lining. The sewer lining project will have a completion date of December 31, 2024.

Recommendation:

Approval to accept the plans, set dates, and obtain bids for the 2024 Sanitary Sewer Lining Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE 2024 SANITARY SEWER LINING PROJECT

WHEREAS, video camera images indicate that several segments of the City of Newton sanitary sewer mains are in need of repair; and

WHEREAS, these repairs are generally located in, or upstream from, areas where sanitary sewer surcharges have occurred due to excessive infiltration of groundwater or restricted flow caused by tree roots; and

WHEREAS, lining the inside of the pipe is an acceptable method of repairing sanitary sewer pipe without the need to excavate and repave the street; and

WHEREAS, the Newton Utilities Department has prepared plans and specifications for the proposed 2024 Sanitary Sewer Lining Project that include lining approximately 6,103 lineal feet of sanitary sewer main; and

WHEREAS, said plans and specifications for this project are ready to be placed out for bid; and

WHEREAS, the project cost is estimated to be \$244,356.00. The project will be funded by the Water Pollution Control enterprise funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2024 Sanitary Sewer Lining Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction.

BE IT FURTHER RESOLVED, that the detailed plans and specifications as prepared by the Utilities Department for the construction of the 2024 Sanitary Sewer Lining Project in the City of Newton, Iowa, and the form of contract and Advertisement for Bids and Notice of Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby order plans be placed on file in the office of the City Clerk for public inspection; and

the City Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Utilities Director at 11:00 A.M. on the 5th day of April 2024. Notice to Bidders is to be published once in a legal newspaper printed wholly in the English language, the publication to be not less than four (13) clear days nor more than forty-five (45) days prior to the date fixed for said bid opening; and

the City Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 15th day of April 2024, at 6:00 P.M., and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of March 2024.

APPROVED this _____ day of March 2024.

Evelyn George, Mayor

ATTEST:

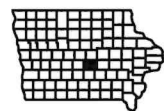
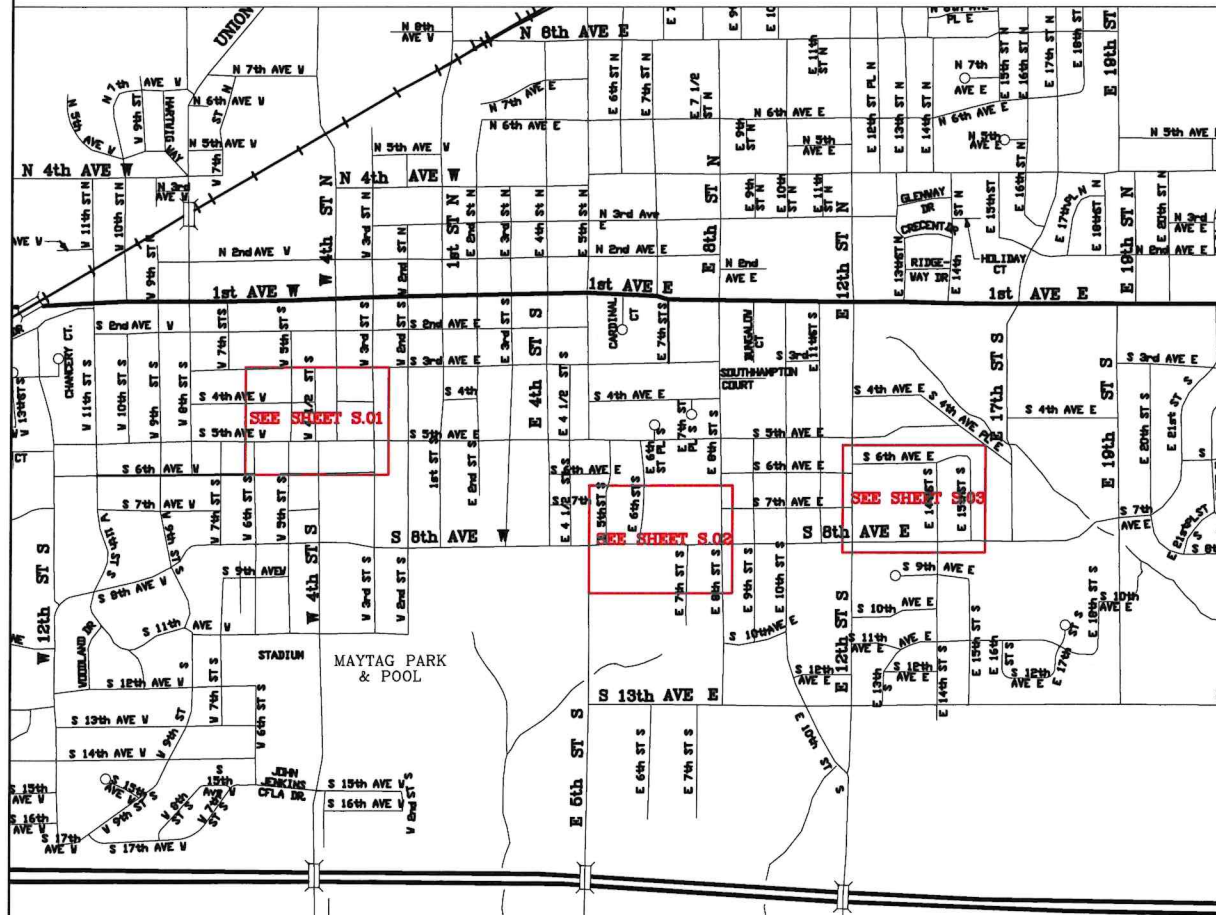
Katrina Davis, City Clerk



2024 SANITARY SEWER LINING PROJECT CITY OF NEWTON, IOWA

THE IOWA SUDAS STANDARD SPECIFICATIONS, SERIES 2023, PLUS THE CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS TO SAID SUDAS SPECIFICATIONS; AND REFERENCED IOWA DOT STANDARD SPECIFICATIONS AND DETAILS SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.

THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE ADA REQUIREMENTS IN CONSTRUCTION ZONES. PEDESTRIAN PATH CLOSURES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR PER THE TRAFFIC CONTROL PLAN AND REFERENCED SPECIFICATIONS.



LOCATION MAP

NOT TO SCALE

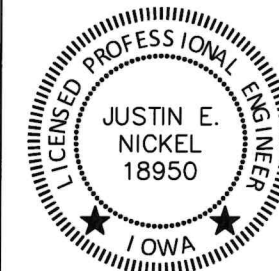
CITY OF NEWTON PUBLIC WORKS
303 W 4TH ST N, SUITE 501
NEWTON, IOWA 50208
(641) 792-6622 FAX (641) 792-0670

REVISIONS



INDEX OF SHEETS

NO.	DESCRIPTION
A.01	TITLE SHEET, LOCATION MAP
A.02	LEGEND,GENERAL INFO, UTILITY CONTACTS
C.01	EST. QTYS, REFERENCE NOTES
M.01-.04	PLAN SHEETS



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

JUSTIN E. NICKEL, P.E.

REG. NO. 18950

DATE: 2/29/24

MY LICENSE RENEWAL DATE IS Dec. 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

Entire Document

LEGEND

	922 Contour w/ Elevation		Interstate Highway Symbol
	Chain Link Fence		U.S. Highway Symbol
	Board Fence		State Highway Symbol
	Barbed Wire Fence		County Road Symbol
	Woven Fence		Benchmark
	Barbed Wire & Woven Fence		Concrete Monument
	Tree Line		Terrace
	Tree Stump		Earth Dam or Dike
	Deciduous Tree		Edge of Water
	Coniferous Tree		Drainage Flow Arrow
	Tree To Be Removed		Well
	Shrub		Traffic Signal Pedestal
	Soil Boring		Traffic Signal w/ Mast Arm
	Telephone		Traffic Signal Cabinet Controller
	Overhead Telephone		Flared End Section
	Fiber Optic		Guy Anchor
	Electric		Mailbox
	Electric-Overhead		Speed Limit Sign
	Cable Television		Mile Marker Post
	Cable Television-Overhead		Stop Sign
	Gas Main		Railroad Signal Control Box
	Gas Valve		Top of Embankment
	Water Main		Drainage Course
	Sanitary Sewer		Rip Rap
	Septic Tank		Gabion
	Storm Sewer		PC Concrete (PCC) Surface
	Sanitary Sewer Manhole		Granular Surface
	Storm Sewer Intake		Hot Mix Asphalt (HMA) Surface
	Storm Sewer Manhole		Building
	Fire Hydrant		Removal Area
	Water Main Valve		Concrete Wall
	Water Service Valve		Timber Wall
	Utility Pole		Railroad Track
	Street/Yard Light		Section Corner
	Traffic Sign		Property Corner
	Electric Box		Spot Elevation
	Telephone Junction Box		Communications Tower
	Propane Tank		Detectable Warning Panel
	CATV Junction Box		
	Guard Post or Bollard		
	Underground Storage Tank		
	Above Ground Storage Tank		
	Satellite Dish		

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE IOWA ONE-CALL SYSTEM (811 OR 800-292-8989) AT LEAST 48 HOURS PRIOR BEGINNING WORK.
2. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE WHETHER SHOWN OR NOT ON THESE PLANS. THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE ONLY. DO NOT SCALE PLANS FOR UTILITY LOCATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL PER MUTCD STANDARDS. TRAFFIC CONTROL IS INCIDENTAL TO THE PROJECT.
4. THE CONTRACTOR SHALL LIMIT THEIR OPERATIONS TO WITHIN THE PUBLIC RIGHT-OF-WAY (R.O.W.) OR CONSTRUCTION EASEMENTS, IF ACQUIRED. NO EQUIPMENT OR MATERIALS SHALL BE STORED WITHIN ANY AREAS OF R.O.W. THAT ARE OPEN TO TRAFFIC. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ANY STAGING OR STORAGE AREAS NEEDED FOR THEIR OPERATIONS..
5. CONSTRUCTION STAKING BY THE CITY OF NEWTON. PROVIDE 48 HOURS ADVANCE NOTICE OF ALL STAKING NEEDS. CONTRACTOR SHALL PROTECT ALL SURVEY STAKES AND CONTROL, AND SHALL BE RESPONSIBLE FOR ANY RESTAKING NEEDED DUE TO ACTIONS OF THE CONTRACTOR OR THEIR SUBCONTRACTORS.
6. APPROVED CONCRETE WASH-OUT BASINS OR DEVICES, IF NEEDED BY THE CONTRACTOR, SHALL BE SUPPLIED BY THE CONTRACTOR INCIDENTAL TO THE PAVEMENT ITEMS. REMOVAL SHALL BE COMPLETED BY THE CONTRACTOR, AGAIN INCIDENTAL TO THE PAVEMENT ITEMS.
7. THE CONTRACTOR SHALL PRESERVE, OR REPLACE IF DISTURBED, ALL PROPERTY MONUMENTS ON THE PROJECT SITE AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA."

04-15-08

213-1

It shall be the contractor's responsibility to provide waste areas or disposal sites for excess material (excavated material or broken concrete) which is not desirable to be incorporated into the work involved on this project.

It shall be the contractor's responsibility to ensure that areas (including haul roads) selected for waste or disposal not impact 1)culturally sensitive sites or graves or 2)wetlands or "Waters of the U.S.", including streams or stream banks below the "ordinary high water mark", without an approved U.S. Army Corps of Engineers Section 404 Permit.

No payment for overhaul will be allowed for material hauled to these sites. No material shall be placed within the right-of-way, unless specifically stated in the plans.

10-28-97

232-10

The contractor is expected to have materials, equipment, and labor available on a daily basis to install and maintain erosion control features on the project. This may involve seeding, silt fence, rock ditch checks, silt basins, or silt dikes.

01-20-84

223-6

The Contractor is required to exercise care in shaping and compacting the resurfacing in the area of inlets to storm sewer intakes. The resurfacing course shall be shaped as necessary to insure maximum drainage into the intakes.

UTILITY CONTACT INFORMATION

Alliant Energy (Electric)	641-791-3222
Black Hills Energy (Natural Gas)	641-791-5415
Windstream (Telephone)	641-787-2511
Newton Utilities (Water)	641-792-6622 Ext.2701
Newton Utilities (Sewer)	641-792-3422
Newton Public Works (Storm)	641-792-6622
Mediacom (Cable TV)	800-362-1895
MCG (Fiber)	641-676-1000
Iowa One-Call	800-292-8989

ABBREVIATIONS

B-B	BACK OF CURB TO BACK OF CURB
PCC	PORTLAND CEMENT CONCRETE
PT	POINT OF TANGENCY
O.C.	ON CENTER
TYP.	TYPICAL
STA	STATION
EX.	EXISTING ELEVATION
INT	INTAKE
GRT	GRATE, STORM SEWER GRATE
ELEV	ELEVATION
INV	INVERT ELEVATION
PROP.	PROPOSED ELEVATION
BJ	BUTT JOINT
BOP	BEGINNING OF PROJECT
EOP	END OF PROJECT

TABULATIONS OF SPECIAL EVENTS

EVENT		LOCATION	DATE
1	JULY 4TH	CITY WIDE	7/4/2024
2	HYVEE INDAY CAR WEEKEND	CITY WIDE	7/12/2024
3	NASCAR CUP WEEKEND	CITY WIDE	6/14/2024
4	BEGGARS NIGHT	CITY WIDE	10/31/2024

DRAWN BY:	BLS	APPROVED:	
DATE:	January 26, 2024	DATE:	
SURVEY DATE:			

REVISIONS:	

Legend, General Notes,
Utilities Contacts



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

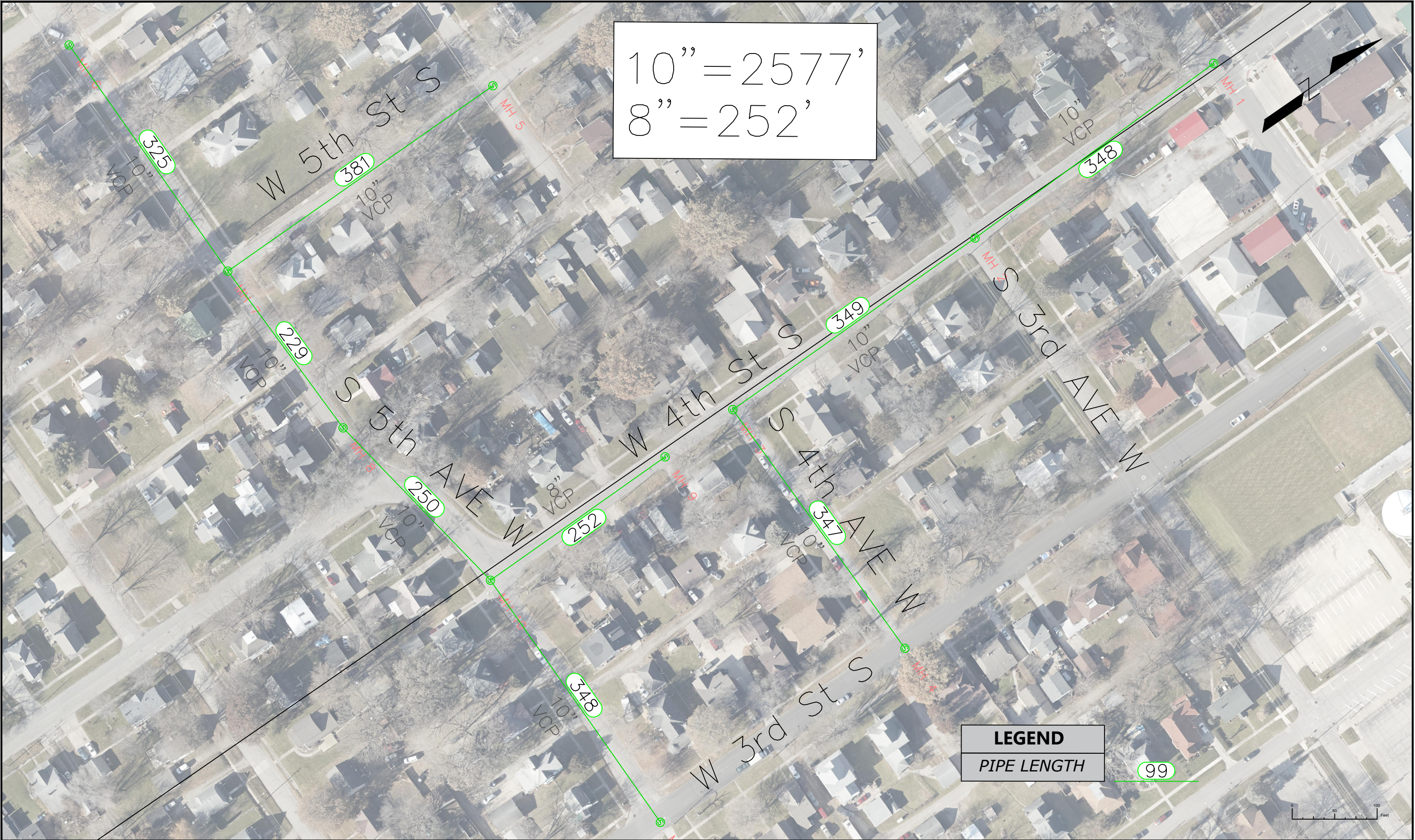
2024 Sewer Main Lining
PROJECT
CITY OF NEWTON, IOWA

SHEET NO.
A.02

Line No.	UPSTREAM MH	DOWNSTREAM MH	STR/AVE	BLOCK	PIPE SIZE(IN)	PIPE TYPE	PIPE LENGTH (FT.)	ESTIMATED NO. OF LIVE SERVICES
1	MH 1	MH 2	W 4TH ST S	300	10"	VCP	348	5
2	MH 2	MH 3	W 4TH ST S	400	10"	VCP	349	9
3	MH 3	MH 4	S 4TH AVE W	300	10"	VCP	347	7
4	MH 5	MH7	W 5TH ST S	400	10"	VCP	381	6
5	MH 6	MH 7	S 5TH AVE W	500	10"	VCP	325	8
6	MH 7	MH 8	S 5TH AVE W	400	10"	VCP	229	8
7	MH 8	MH 10	S 5TH AVE W	250	10"	VCP	250	4
8	MH 9	MH 10	W 4TH ST S	252	8"	VCP	252	8
9	MH 10	MH 11	S 5TH AVE W	348	10"	VCP	348	8
10	MH 12	MH 13	S 8TH AVE E	500	8"	VCP	243	4
11	MH 13	MH15	S 8TH AVE E	500	8"	VCP	55	2
12	MH 14	MH15	S 8TH AVE E	500	12"	VCP	352	3
13	MH 16	MH 17	S 8TH AVE E	1200	8"	VCP	311	5
14	MH17	MH18	S 8TH AVE E	1300	8"	VCP	399	4
15	MH18	MH19	E 14TH ST S	700	10"	VCP	349	9
16	MH19	MH20	E 14TH ST S	700	10"	VCP	283	7
17	MH20	MH21	E 14TH ST S	600	10"	VCP	110	2
18	MH21	MH22	S 6TH AVE E	1400	10"	VCP	95	3
19	MH22	MH25	S 6TH AVE E	1400	10"	VCP	153	3
20	MH23	MH24	E 15TH ST S	700	8"	VCP	370	10
21	MH24	MH25	E 15TH ST S	700	8"	VCP	368	8
22	MH25	MH26	E 15TH ST S	600	10"	VCP	186	1
TOTAL							6103	124

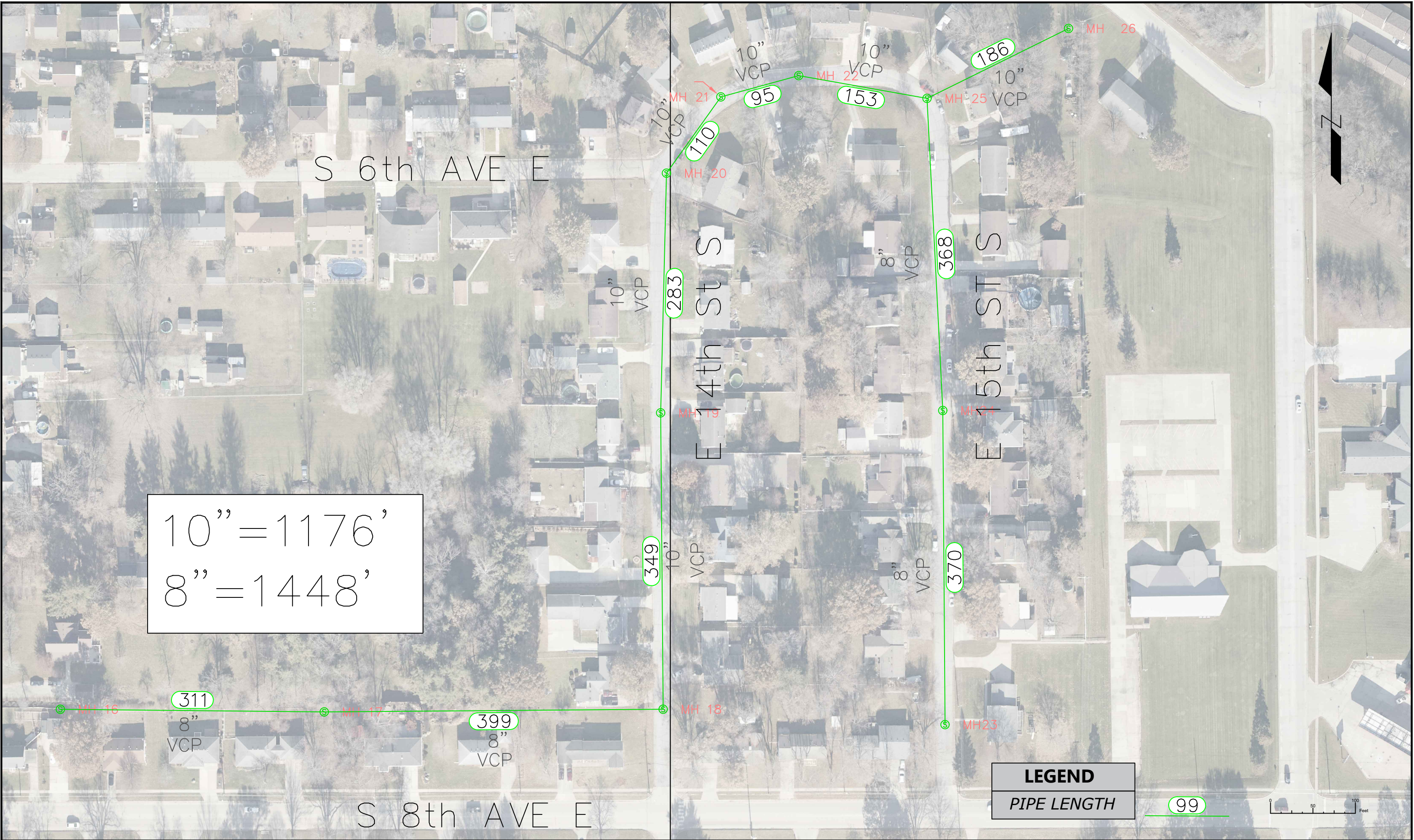
ESTIMATED PROJECT QUANTITIES-BASE BID				
Item No.	Item Code	Item	Unit	Total Est. Quant.
1	4050-1.08 A	Pre Rehabilitation and Inspection	LF	6103
2	4050-1.08 C 1	Pipe Lining, CIPP 8"	LF	1998
3	4050-1.08 C 1	Pipe Lining, CIPP 10"	LF	3753
4	4050-1.08 C 2	Pipe Lining, CIPP 12"	LF	352
5	4050-1.08 C 2	Building Sanitary Sewer Service Reinstatement	EA	124
6	4050-1.08 C 3	CIPP End Seal	EA	43
7	7040-1.08 A 4	Full Depth Patching	SY	52

Estimated Refrenece Information		
Item No.	Item Code	Description
1	4050-1.08 A	Pre Rehabilitation and Inspection -Unit price includes, but is not limited to, pre-cleaning CCTV inspection, light sewer cleaning, debris removal and transport, post cleaning CCTV inspection for Engineer review, and identification and logging of active service taps. If specified in the contract documents, unit price also includes disposal and associated costs for all debris removed from sewer.
2	4050-1.08 C 1	Pipe Lining, CIPP 8" -Unit price includes, but is not limited to, furnishing and installing the liner and appurtenances, CCTV inspection immediately prior to lining, bypass pumping unless otherwise specified, sliding foil, post-lining CCTV inspection, and all costs associated with the public information and notification program.
3	4050-1.08 C 1	Pipe Lining, CIPP 10" - Unit price includes, but is not limited to, furnishing and installing the liner and appurtenances, CCTV inspection immediately prior to lining, bypass pumping unless otherwise specified, sliding foil, post-lining CCTV inspection, and all costs associated with the public information and notification program.
4		Pipe Lining, CIPP 12" - Unit price includes, but is not limited to, furnishing and installing the liner and appurtenances, CCTV inspection immediately prior to lining, bypass pumping unless otherwise specified, sliding foil, post-lining CCTV inspection, and all costs associated with the public information and notification program.
5	4050-1.08 C 2	Building Sanitary Sewer Service Reinstatement - Unit price includes, but is not limited to, reinstating sanitary sewer service connections, removal of debris, and coordination with service owners.
6	4050-1.08 C 3	CIPP End Seal -Unit price includes, but is not limited to, end seal and installation.
7	7040-1.08 A 3	Full Depth Patching -Unit price includes, but is not limited to, sawing, removing, and disposing of existing pavement and reinforcing; restoring the subgrade; furnishing and installing tie bars and dowel bars; furnishing and placing the patch material, including the asphalt binder and tack coat; forming and constructing integral curb; surface curing and pavement protection; joint sawing and filling; and placing backfill and restoring disturbed surfaces. To be used only by the direction of the Engineer, should the CIP machine gets stuck under the road.





DRAWN BY: BLS DATE: January 26, 2024 SURVEY DATE:	APPROVED: DATE:	REVISIONS:	SHEET 5 LOCATION	GET TO KNOW Newton	CITY OF NEWTON UTILITIES 303 W 4TH ST N, SUITE 501 NEWTON, IOWA 50208 (641) 792-6622	2024 Sewer Lining Project PROJECT CITY OF NEWTON, IOWA	SHEET NO. S.02
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10"=1176'
8"=1448'

LEGEND
PIPE LENGTH



2024 Sanitary Sewer Lining Project

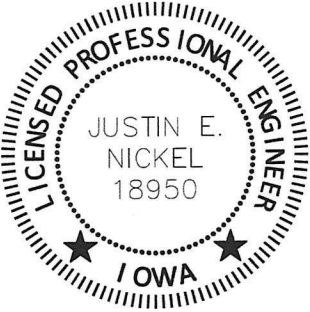
City of Newton, Iowa

**PROJECT MANUAL
&
CONTRACT DOCUMENTS**

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2. Instructions to Bidders	4
3. Special Conditions	7
4. Proposal	9
5. Bid Bond	14
6. Bidder Status Form	17
7. Form of Contract	19
8. Performance, Payment and Maintenance Bond	24

City of Newton
 Utilities Department
 303 W 4th St N, Suite 501
 Newton, IA 50208
 Telephone (641) 792-6622

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. <i>Justin E. Nickel</i> JUSTIN E. NICKEL, P.E. REG. NO. <u>18950</u> DATE: <u>3/6/24</u> MY LICENSE RENEWAL DATE IS Dec. 31, 2025 PAGES OR SHEETS COVERED BY THIS SEAL: <u>Entire Document</u>
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**NOTICE TO BIDDERS
CITY OF NEWTON, IOWA PUBLIC IMPROVEMENT PROJECT**

Sealed bids for the work comprising the improvement as stated below must be filed before 11:00 am on April 5, 2024, in the office of the Utilities Director, 303 W 4th St N, Suite 501, Newton, IA.

Sealed proposals will be opened and bids tabulated at 11:00 am on April 5, 2024, in the Utilities Office, 303 W 4th St N, Suite 501, Newton, IA, for consideration by the Newton City Council at its meeting on April 15, 2024; at the Newton City Council Chambers. The City of Newton reserves the right to reject any and all bids.

Work on the improvement shall commence upon approval of the contract by the Council and issuance of the Notice to Proceed, and be completed as stated below.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. Said corporate surety bond shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Newton from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (4) years from and after acceptance of the contract. Said bid security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Newton reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

The City of Newton, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor shall fully complete the project on or before December 31, 2024. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500.00 per calendar day will be assessed for work not completed within the designated contract term.

The City of Newton does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

Copies of the contract bid documents and plans are available at no cost from the City of Newton Utilities Office, 303 W 4th St N, Suite 501, Newton, IA.

General Nature of Public Improvement:

2024 Sanitary Sewer Lining Project

Project includes 6103 feet of Pre-Rehabilitation and inspection, 6103 feet of 8", 10" and 12" CIPP lining to include 124 more or less service reinstatement and 42 CIPP end seals in three general locations in Newton, Iowa.

The work shall commence upon issuance of the Notice to Proceed, and shall be completed on or before on or before December 31, 2024.

This Notice is given by authority of the City of Newton

/s/ _____
Katrina Davis, City Clerk, City of Newton, Iowa

INSTRUCTIONS TO BIDDERS

Project Name: 2024 Sanitary Sewer Lining Project

The work comprising the above referenced project shall be constructed in accordance with the 2024 edition of the SUDAS Standard Specifications and as further modified by the 2024 City of Newton Supplemental Specifications to said SUDAS Standard Specifications, and project plans and special conditions in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the City of Newton. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. **The bid proposal and Bidder Status Form shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder**, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the **appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope**. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form (blank form included in Project Manual)</u>
2.	
3.	
4.	
5.	
6.	

- Part G – Identity of Bidder

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

SPECIAL CONDITIONS
2024 Sanitary Sewer Lining Project

Index

- | | |
|------------------------------|-----------------------|
| 1. INTENT | 6. SALES TAX |
| 2. ORDER OF CONSTRUCTION | 7. CONSTRUCTION WATER |
| 3. PROJECT COMPLETION | 8. BIDDER STATUS FORM |
| 4. NOTIFICATION OF UTILITIES | 9. FIELD TESTS |
| 5. PERMITS AND FEES | |

1. INTENT:

- 1.1 Where these “Special Conditions” are in conflict with the “Instruction to Bidders”, “General Requirements or Statewide Urban Design and Specifications Program – Standard Specifications Manual (SUDAS), 2024 Edition”, these “Special Conditions” shall apply.
- 1.2 It is automatically understood that all references to “Jurisdiction” in the Statewide Urban Design and Specifications Program – Standard Specifications Manual (SUDAS), 2024 Edition means one and the same as the City of Newton.

2. ORDER OF CONSTRUCTION:

- 2.1 The contractor shall coordinate work with the Utilities Director to assure orderly and expeditious progress of the work.

3. PROJECT COMPLETION:

- 3.1 The work shall commence upon issuance of the Notice to Proceed, and shall be completed per Part D – General of the Proposal section of the Project Manual and Contract Documents.

4. NOTIFICATION OF UTILITIES:

- 4.1 The contractor shall be responsible for the notification of all utility companies at least 48 hours prior to construction through the Iowa One-Call so that adequate provisions can be made for the location of utilities and any relocation that may be necessary.
- 4.2 In performing the work, the contractor shall exercise care to not disrupt utility service. In the event of disruption, the contractor shall immediately notify the proper utility company and repair made promptly and holds harmless the City of Newton and any property owner from any claim of damage caused by such disruption.
- 4.3 The contractor shall be responsible for damages to utilities that have been located.

5. PERMITS AND FEES:

- 5.1 All applicable building, mechanical, electrical, and/or plumbing permits shall be obtained prior to the beginning of work.
- 5.2 City of Newton permit fees shall be waived.

6. SALES TAX:

- 6.1 Owner is exempt from Iowa state sales taxes and local option sales taxes on all materials and equipment to be incorporated in the work. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
- 6.2 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The listing shall include the Federal Employer Identification Number (FEIN) for the Contractor and each subcontractor.
- 6.3 The Owner will complete an on-line application to register this Contract with the Iowa Department of Revenue and Finance and will furnish the Contractor and all listed subcontractors with an authorization letter and Tax Exemption Certificate for use in the purchase of supplies and materials to be incorporated into the Work. The Contractor and

subcontractors may make copies of the tax exemption certificates and authorization letters and provide a copy to each supplier providing construction materials to be incorporated into this project.

6.4 If on-line registration is not available from the Department of Revenue and Finance at the time this Contractor is approved by the Owner, the Contractor shall pay all applicable Iowa sales/use taxes and submit a form 35-002 to the Owner for all Iowa sales/use tax paid. The Owner will subsequently refund to the Contractor the amount of taxes paid and certified on form 35-002. Refunds will only be provided if the on-line registration is not available, not at the Contractor's option.

6.5 The Contractor shall be responsible for complying with all applicable provisions of Iowa Code Section 422.

7. CONSTRUCTION WATER:

7.1 The owner will not supply construction water. The contractor may contact Newton Waterworks at 641-792-2003 to arrange the rental of a hydrant meter, and shall be responsible for all costs to rent the hydrant meter and to pay for water usage.

8. BIDDER STATUS FORM:

8.1 All contractors shall complete the Bidder Status Form included in the Project Manual, and submit it with their proposal as noted in the Instruction to Bidders and Part F – Additional Requirements of the Proposal.

9. Traffic Control:

9.1 Traffic control per MUTCD standards. Traffic control is incidental to the project.

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Newton, Iowa, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes 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 Utilities Director, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION:

2024 Sanitary Sewer Lining Project

Project includes 6103 feet of Pre-Rehabilitation and inspection, 6103 feet of 8”, 10” and 12” CIPP lining to include 124 more or less service reinstatement and 42 CIPP end seals in three general locations in Newton, Iowa.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, payment, and maintenance bond; and
2. Provide proof of insurance in accordance with Section 1070 of the 2024 edition of the SUDAS Standard Specifications.
3. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
4. Commence the work on this project 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 December 31, 2024; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$ 500.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

(CONT. – PROPOSAL)

Project Name: 2024 Sanitary Sewer Lining Project

4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>complete & include Bidder Status Form with Proposal</u>
2.	<u></u>
3.	<u></u>
4.	<u></u>
5.	<u></u>
6.	<u></u>

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Joint-venture: all parties must join-in and
execute all documents

☐ Other

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number
shall result in the bid being read under
advisement. A contract will not be executed
until the Contractor is registered.

By

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above.**

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies,
facsimiles, or electronic signatures will not be accepted.**

(CONT. – PROPOSAL)

Project Name: 2024 Sanitary Sewer Lining Project
PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

ESTIMATED PROJECT QUANTITIES-BASE BID						
Item No.	Item Code	Description	Unit	Total Est. Quant.	Unit Price	Amount
1	4050-1.08 A	Pre-Rehabilitation and Inspection	LF	6103	\$	\$
2	4050-1.08 C 1	Pipe Lining, CIPP 8"	LF	1998	\$	\$
3	4050-1.08 C 1	Pipe Lining, CIPP 10"	LF	3753	\$	\$
4	4050-1.08 C 2	Pipe Lining, CIPP 12"	LF	352	\$	\$
5	4050-1.08 C 2	Building Sanitary Sewer Service Reinstatement	EA	124	\$	\$
6	4050-1.08 C 3	CIPP End Seal	EA	43	\$	\$
Total						\$

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

ITEM 1 - Bidder Status Form shall be included as an attachment to this Proposal.

BID BOND

Bid Bond Form

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal,
and _____, as Surety, are held
and firmly bound unto the City of Newton, Iowa, as Oblige, (hereinafter referred to as "the
Jurisdiction"), in the penal sum of _____

_____ Dollars and _____ Cents (\$_____
____), or _____ percent of the amount bid in lawful money of the United States, for which payment
said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the principal has submitted to the
Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into
a contract in writing, for the following described improvements;

2024 Sanitary Sewer Lining Project

Project includes 6103 feet of Pre-Rehabilitation and inspection, 6103 feet of 8", 10" and 12" CIPP
lining to included 124 more or less service reinstatement and 42 CIPP end seals in three general
locations in Newton, Iowa.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in
no way impaired or affected by any extension of the time within which the Jurisdiction may accept
such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree
that the venue thereof shall be Jasper County, State of Iowa. If legal action is required by the
Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the
monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay
the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of
this Bond. 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 Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter
into a contract with Jurisdiction in accordance with the terms of such proposal, including the
provision of insurance and of a bond as may be specified in the contract documents, with good and
sufficient surety for the faithful performance of such contract, for the prompt payment of labor and
material furnished in the prosecution thereof, and for the maintenance of said improvements as may
be required therein, then this obligation shall become null and void; otherwise, the Principal shall
pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and
any other expense of recovery.

(CONT. BID BOND)

Project Name: 2024 Sanitary Sewer Lining Project

Signed and sealed this _____ day of _____, 20____.

SURETY:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By _____
Bidder

Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

Bidder Status Form

To be completed by all bidders

Part

A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, ZIP: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, ZIP: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, ZIP: _____

You may attach additional sheets if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation:

You may attach additional sheets if needed.

To be completed by all bidders

Part

D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____

Date: _____

You must submit the completed form to the governmental body requesting bids

**per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.**

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the Corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of State nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been cancelled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of State that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or cancelled.

CONTRACT DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and _____, 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 Utilities Director. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2024 Edition of the SUDAS Standard Specifications, the 2024 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:

2024 Sanitary Sewer Lining Project

Project includes 6103 feet of Pre-Rehabilitation and inspection, 6103 feet of 8", 10" and 12" CIPP lining to include 124 more or less service reinstatement and 42 CIPP end seals in three general locations in Newton, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____) 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 December 31, 2024; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$ 500.00) for each calendar day thereafter that the work remains incomplete.

(CONT. CONTRACT)

Project Name: 2024 Sanitary Sewer Lining Project

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)

ATTEST:

By _____

Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

(CONT. CONTRACT)

Project Name: 2024 Sanitary Sewer Lining Project

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 _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, 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 _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

none

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

ESTIMATED PROJECT QUANTITIES-BASE BID						
Item No.	Item Code	Description	Unit	Total Est. Quant.	Unit Price	Amount
1	4050-1.08 A	Pre-Rehabilitation and Inspection	LF	6103	\$	\$
2	4050-1.08 C 1	Pipe Lining, CIPP 8"	LF	1998	\$	\$
3	4050-1.08 C 1	Pipe Lining, CIPP 10"	LF	3753	\$	\$
4	4050-1.08 C 2	Pipe Lining, CIPP 12"	LF	352	\$	\$
5	4050-1.08 C 2	Building Sanitary Sewer Service Reinstatement	EA	124	\$	\$
6	4050-1.08 C 3	CIPP End Seal	EA	43	\$	\$
Total						\$

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SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as
Principal (hereinafter the "Contractor" or "Principal" and
_____, 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 _____
dollars
and _____ cents (\$ _____), 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 _____ day of _____,
_____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to
construct the following described improvements:

2024 Sanitary Sewer Lining Project

Project includes 6103 feet of Pre-Rehabilitation and inspection, 6103 feet of 8", 10" and 12"
CIPP lining to include 124 more or less service reinstatement and 42 CIPP end seals in
three general locations in Newton, Iowa.

and to faithfully perform all the terms and requirements of said Contract within the time therein
specified, in a good and workmanlike manner, and in accordance with the Contract Documents.
Provided, however, that one year 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 one year.

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 or 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,
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

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

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 one (1) year 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 by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be

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

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 _____ day of _____, _____.

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name of Agent

Title

SURETY:

Company Name

Surety Company

Company Address

By: _____
Signature Attorney-in-Fact Officer

City, State, Zip Code

Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Company Name

Company Address

City, State, Zip Code

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.

Vendor	Department	Description	Amount
2 Girls with Tools	Fire	Supplies	\$ 39.00
Acushnet Company	Golf	Merchandise	\$ 2,790.18
Ahlers & Cooney P C	Legal Services	Service	\$ 136.00
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 3,857.00
Airgas USA LLC	Fire	Supplies	\$ 146.90
Alliant Energy/IPL	All	Utilities	\$ 81,720.27
Alphacard	Maytag Pool	Supplies	\$ 449.89
Amazon Capital Services	All	Supplies	\$ 3,162.74
APWA Iowa Chapter	Street	Training	\$ 660.00
Ascheman, Philip	Police	Service	\$ 165.00
Barwegen, Jennelyn Morales & Timothy	Utility Billing	Refund	\$ 8.32
Bird, Tanner	Utility Billing	Refund	\$ 18.35
Black Clover Enterprises LLC	Golf	Merchandise	\$ 448.00
Black Hills Energy	All	Utilites	\$ 408.90
Blackburn Mfg Co	Traffic Control	Supplies	\$ 295.20
Bolton & Menk Inc	Street, Golf	Service	\$ 35,401.10
Bound Tree Medical LLC	Fire	Supplies	\$ 1,285.99
Brick Gentry P.C.	Legal Services	Service	\$ 21,645.00
Brooker Corporation	Fire	Service	\$ 381.33
Brownells Inc	Police	Supplies	\$ 12.20
Burger, Jennifer	Utility Billing	Refund	\$ 26.70
Card Services	All	Supplies	\$ 4,482.42
CCL Supply LLC	Water Pollution Control	Supplies	\$ 372.12
CDW Government Inc	Executive	Supplies	\$ 104.09
Check N Go #2364	Utility Billing	Refund	\$ 65.00
Chem-Sult Inc	Water Treatment Plant	Supplies	\$ 1,375.00
Cintas	All	Service	\$ 1,320.33
CMI Inc	Police	Supplies	\$ 227.41
Coastal Netting Company	Landfill	Supplies	\$ 1,347.00
Computer Resource Specialists	All	Services	\$ 922.50
Contract Specialty LC	Golf	Supplies	\$ 3,092.00
Costa Oil Newton	Fire	Service	\$ 72.91
Davis Equipment Corp	Golf	Supplies	\$ 2,261.96
Davis, Katrina	Administration	Mileage Reimbursement	\$ 41.27
Dell Marketing L.P.	Executive	Supplies	\$ 895.72
Des Moines Stamp Mfg	Police	Supplies	\$ 70.00
Des Moines Steel Fence	Tort Liability	Service	\$ 9,050.00
Diamond Vogel Inc	All	Supplies	\$ 455.34
DJ Gongol & Associates Inc	Water Pollution Control	Services	\$ 8,409.15
EZ Lease	Fire/WPC	Service	\$ 245.01
Fastenal	Parks/Street	Supplies	\$ 302.29
Fire Service Training Bureau	Fire	Service	\$ 100.00
Forbes Office Solutions	ALL	Shipping	\$ 389.72
Galls LLC	Fire/Police	Supplies	\$ 351.05
Garcia, Jose	Police	Reimbursement	\$ 32.64
Global Industrial	Water Pollution Control	Supplies	\$ 38.49
Gordon Flesch Company Inc	Utility Billing	Services	\$ 194.00
Gregg Young Auto Center	Police	Service	\$ 1,644.30
Hassig, Dran	Building	Refund	\$ 75.00
Hawkeye Lock & Security	Fire	Service	\$ 121.58
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 13,372.94
Hillyard / Des Moines	Fire	Supplies	\$ 24.06
HLW Engineering Group	Landfill	Service	\$ 1,400.00
Hometown Press	Landfill	Publication	\$ 97.92
Hopkins Roofing Inc	Library	Services	\$ 4,906.62

Hoya Vision - Dept 2454	Street	Supplies	\$ 168.00
Hull, Toni & Sue	Utility Billing	Refund	\$ 73.35
Hy-Vee Inc	Fire	Supplies	\$ 15.99
IA- AWWA	Water Treatment Plant	Services	\$ 490.00
IAPFC	Fire	Service	\$ 140.00
IAWEA	WPC	Services	\$ 300.00
Iowa Association of Building Officials	Building	Membership	\$ 30.00
Iowa Association of Municipal Utilities	Water Treatment Plant	Services	\$ 360.00
Iowa Department of Transportation	Engineering/Water Treatment	Service	\$ 570.46
Iowa Dept Public Health	Maytag Pool	License	\$ 105.00
Iowa Park & Recreation Association	Parks	Conference	\$ 275.00
Iowa Prison Industries	Police	Supplies	\$ 230.00
Jasper Construction Services	Maytag Pool	Supplies	\$ 527.62
Jet Drain Services LLC	Water Pollution Control	Service	\$ 75,296.03
JETCO Inc	Water Treatment Plant	Services	\$ 7,242.31
Johnson Aviation	Airport	Reimb	\$ 88.75
Key Cooperative	ALL	Supplies	\$ 10,000.21
Kinetic Edge Physical Therapy	Street/Water Utility	Services	\$ 297.00
Liberty Tire Services LLC	Landfill	Service	\$ 1,681.23
Lyman, Rick	Police/Housing Demolitions	Service	\$ 290.00
Magnum Automotive	Police	Service	\$ 525.41
Manatts - D.M.	Street	Supplies	\$ 3,000.48
Martinez, Tiffany Verhey & Christopher	Utility Billing	Refund	\$ 73.35
Maxim Advertising	Golf	Supply	\$ 150.00
Medicap Pharmacy	Fire	Services	\$ 36.64
Menards-Altoona	Fire	Supplies	\$ 278.77
Mercy Clinics Occupational Medicine Clin	Police	Services	\$ 967.00
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 660.48
Metering and Technology Solutions	Water Distribution	Supplies	\$ 4,580.12
Microbac Laboratories Inc	Water Pollution Control	Services	\$ 1,873.50
Midwest Demolition Contractors Inc	Streets	Service	\$ 22,624.25
Mike's Machine Repair	Water Pollution Control	Services	\$ 120.00
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 32,087.61
Municipal Supply Inc	Water Distribution	Supplies	\$ 6,433.16
Murphy Tractor & Equipment	Water Distribution	Supplies	\$ 261.97
NAPA Auto Parts	All	Supplies	\$ 1,828.58
Nearmyer, Jacob Laursen & Malloy	Utility Billing	Refund	\$ 73.35
News Printing Company	All	Services	\$ 1,024.68
Niemann Ace Hardware 650	All	Supplies	\$ 309.30
Northern Tool / Capital One Trade Credit	Water Pollution Control	Supplies	\$ 377.48
O'Halloran International	WPC/Street/RESO 22-103 24-024	Supplies	\$ 222,558.07
Parkview Animal Hospital	Animal Control	Service	\$ 3,575.00
Pendroy, Ariel	Utility Billing	Refund	\$ 73.35
Per Mar Security Services	Landfill	Service	\$ 217.86
Performance Sign & Design	Fire	Service	\$ 519.33
Phelps Uniform Specialists	City Center	Service	\$ 113.25
Premier Office Equipment	Police	Service	\$ 402.24
Quill Corporation	All	Supplies	\$ 109.90
R J Thomas Mfg Co Inc	Parks	Supplies	\$ 1,248.00
R&R Products Inc	Cemetery	Supplies	\$ 127.20
Reliant Fire Apparatus Inc	Fire	Service	\$ 315.02
Reynolds, Chandler	Police	Reimbursement	\$ 15.00
Ryan's Tire & Auto	Golf/Cemetery	Supplies	\$ 586.99
Sande Construction and Supply	Maytag Pool	Service	\$ 131,782.10
Sandry Fire Supply LLC	Fire	Supplies	\$ 718.50
Smith Quality Rental	Water Distribution	Supplies	\$ 11.62
Smith, Shauna K	Utility Billing	Refund	\$ 18.35
Spahn & Rose Lumber Co	All	Supplies	\$ 552.91
Stanley, Ciara Marie	Utility Billing	Refund	\$ 11.70
State Steel of Des Moines	Water Pollution Control/Landfill	Supplies	\$ 1,263.36

Streeter, Candace	Finance	Reimbursements	\$ 53.60
Streichers	Police	Supplies	\$ 174.00
T2 Systems Inc	Police	Service	\$ 341.13
Terracon Consultants Inc	North Central TIF	Service	\$ 470.00
Theisen's	All	Supplies	\$ 1,275.51
Theisen's Marshalltown	Golf	Supplies	\$ 27.99
TK Elevator	Water Treatment Plant/City Center	Services	\$ 810.93
Town & Country Sanitary Services	All	Services	\$ 380.00
Town & Country Wholesale Co	Golf	Concessions	\$ 816.55
Trojan Technologies Group ULC	Water Pollution Control	Supplies	\$ 2,164.05
Two Rivers Cooperative	All	Supplies	\$ 9,642.92
ULINE	Water Pollution Control	Supplies	\$ 289.40
United States Cellular	All	Services	\$ 1,634.51
UnityPoint Clinic-Occupational	Utility Billing	Service	\$ 168.00
Utility Equipment Co	Water Pollution Control/Water Dis	Supplies	\$ 3,985.80
Van Maanen Electric Inc	Airport/Street Lighting	Supplies	\$ 1,183.61
Vanderpol, Denise	Utility Billing	Refund	\$ 10.43
Waste Solutions of Iowa	Parks	Service	\$ 514.00
Wells Fargo Financial Leasing Inc	Utility Billing	Services	\$ 201.71
Wildlife Control Supplies	Police	Supplies	\$ 159.63
Williams Scotsman Inc	Streets	Service	\$ 628.00
Windstream Communications LLC	Utility Billing	Utilities	\$ 842.59
Wing, Chris	Police	Reimbursement	\$ 72.82
Woodruff Construction LLC	2021 Sewer Revenue Bonds	Services	\$ 205,041.41
YourMembership.com Inc	Police	Service	\$ 199.00
Grand Totals:			\$ 981,692.33

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utility	\$ 399.68
Black Hills Energy	All	Utility	\$ 4,671.56
EMS MC	Fire RESO-2024/066	Service	\$ 10,005.86
T Mobile	Police	Utility	\$ 346.65
Windstream	Admin	Utility	\$ 178.21
Windstream	All	Utility	\$ 1,894.01
Total:			\$ 17,495.97

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 13,500.00
Bank Iowa	All	Insurance	\$ 4,050.00
Kabel	All	Insurance	\$ 50.00
GEMT	Fire	Fees	\$ 12,142.22
Self Funded Insurance	All	Insurance	\$ 142,716.25
Payroll 2-02-24	All	Payroll	\$ 455,289.12
Payroll 2-16-24	All	Payroll	\$ 463,880.19
Mutual of Omaha	All	Insurance	\$ 4,792.15
Great Southern Bank	Golf	Fees	\$ 508.45
Met Life Dental	All	Insurance	\$ 11,804.34
State of Iowa	General	Sales Tax	\$ 3,549.91
Total:			\$ 1,112,282.63

City of Newton Council Report

**Item:**

Public Hearing on a Resolution approving a revised Partnership Agreement and Lease Addendum #2 with Newton Arboretum & Botanical Gardens (F.K.A. Project AWAKE)

Summary:

Resolution approving a new Lease Addendum for the existing Newton Arboretum & Botanical Gardens property and the expansion area to the north along with a revised and updated partnership agreement listing the responsibilities of both parties related to the Newton Arboretum & Botanical Gardens, Krumm Center, and Expansion Acres.

Financial Impact:

Decreased City staff time to be spent handling NABG business.

Report Number: 2024-203

Date:

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

After the City of Newton parks office staff left the Krumm Center at Agnes Patterson Park in 2017, City staff no longer use the offices there. Because of this, the Newton Arboretum and Botanical Gardens – “NABG” (F.K.A. Project AWAKE) – and the City began discussions on what role each party would have in the future operations at the Krumm Center and the Newton Arboretum. On October 17, 2017, City Council approved a three-year agreement with Project AWAKE (now NABG) that addressed several items including snow plowing, booking of facility rentals, occasional grounds maintenance assistance, and providing primary points-of-contact for each party. On October 19, 2020, a new three-year agreement was approved which addressed some additional minor items not included in the 2017 agreement. Another revised agreement was approved on August 16, 2021, which added language related to insurance requirements for both parties.

Then, in early 2022, Project AWAKE added a staff member to handle their daily office duties. With the creation of this new position, the Project AWAKE office duties handled by the Community Services Department’s Administrative Specialist as spelled out in that agreement had greatly decreased. Department staff worked with Project AWAKE’s new employee to facilitate a smooth transition for things such as facility rentals, fielding general questions from the public, and assistance with fundraising letters and mailings. Staff revised the language in the agreement once again, and Project AWAKE’s board reviewed and approved the language. This most recent version of the Partnership Agreement was approved by City Council on May 2, 2022.

Another revised Partnership Agreement was requested in late 2023 after both parties agreed to transition the cropland directly north of the current property into an expansion area for NABG to use and for the public to enjoy in the future. This revised agreement expands on the May 2022 version by redefining and meticulously separating each party’s role and their responsibilities in maintaining the Newton Arboretum and Botanical Gardens and Krumm Center. It also adds new language to define expectations for the future expansion project. In addition to the revised Partnership Agreement, NABG also requested a separate land lease to functionally merge the existing property with the expansion area along with all associated expectations and requirements. This new lease underwent several review cycles between City Staff and NABG members, and both parties met on multiple occasions to negotiate and prepare for this next step. This new lease is recognized as Addendum #2 to the original lease adopted in 1997.

Recommendation:

City Staff recommends approval of this Lease Addendum #2 and the revised three-year Partnership Agreement in preparation for NABG's potential expansion project.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING A REVISED PARTNERSHIP AGREEMENT
BETWEEN AND LEASE ADDENDUM #2 WITH NEWTON
ARBORETUM & BOTANICAL GARDENS – “NABG” (F.K.A. PROJECT
AWAKE)**

WHEREAS, after the City of Newton parks office staff left the Krumm Center at Agnes Patterson Park in 2017, City staff no longer utilized the offices on site, so Project AWAKE and the City began discussions on each party’s role in future operations; and

WHEREAS, on October 17, 2017, City Council approved a three-year agreement with Project AWAKE that addressed a number of items including snow removal, booking of facility rentals, occasional grounds maintenance assistance, and providing points-of-contact for each party; and

WHEREAS, on October 19, 2020, a new three-year agreement was approved which addressed additional minor items not included in the 2017 agreement; and

WHEREAS, on August 16, 2021, a new three-year agreement was approved which added language related to insurance requirements for both parties; and

WHEREAS, in early 2022, Project AWAKE added a staff member to handle their daily office duties so a new three-year agreement was approved on May 2, 2022, which redefined responsibilities of each party after the new employee was hired; and

WHEREAS, in late 2023, another revised agreement was requested after both parties agreed to transition the cropland directly north of the current property into an expansion area for NABG to use and for the public to enjoy in the future; and

WHEREAS, staff has since worked with NABG to prepare a new Land Lease Addendum and a revised Partnership Agreement to specifically define each party’s responsibilities and to define expectations for the expansion project to the north; and

WHEREAS, City staff and NABG members have reviewed the terms of the Lease Addendum and the revised Partnership Agreement thoroughly and staff recommends the City Council approve both.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Lease Addendum #2 and the updated three-year Partnership Agreement between the City of Newton and NABG is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said agreement, filed in the office of the City Clerk, is to be signed by the Mayor on behalf of the City.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

REAL ESTATE LEASE
For An
Arboretum and Botanical Garden

This Lease Agreement is being entered into this 15th day of July, 1997, by and between the NEWTON PARK COMMISSION (a unit of the City of Newton, Iowa) the "Landlord," whose address for the purpose of this lease is 301 S. 11th Ave. W. Newton, Iowa, 50208 and PROJECT AWAKE INC., the "Tenant," whose address for the purpose of this lease is P.O. Box 321, Newton, Iowa, 50208.

The PURPOSE of the lease is to make certain designated lands available to AWAKE for the development of an Arboretum and Botanical Garden to be used for public purposes, including viewing and various educational activities, and in which both parties have a vital community interest.

1. PREMISES being leased are described as follows:

Approximately four (4) acres located in the southeast corner of the Agnes Patterson Memorial Park in the City of Newton, Iowa. More particularly described as "Beginning at the Agnes Patterson Memorial Park entrance road, preceding east along North 4th Avenue East 600', north along East 31st Street North 300', west 600', and south 300' to the point of beginning."

2. PAYMENT. Tenant agrees to pay the Landlord for the use of the premises for the annual sum of \$1.00.

3. TERM. The term of this lease shall be for 50 consecutive years from the date of this agreement with an option to renew for additional period as the parties mutually and in good faith agree.

4. POSSESSION. While it is recognized by the parties that Tenant has been engaged in the development for the above purpose for some months, the official date of possession under this Lease shall commence upon the date hereof.

5. CARE AND MAINTENANCE OF PREMISES. While the premises to be used and occupied under this lease are essentially vacant, without improvements, it is the intent of the Tenant in the development of the land to put in plant materials and, over time to place thereon building and various other improvements, and will:

- a. Maintain the premises in a reasonably safe and serviceable condition and will not permit them to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees.
- b. Make no unlawful use of the premises and agree to comply with all valid regulations of the Board of Health, City

with all valid regulations of the Board of Health, City Ordinances, the laws of the State of Iowa and Federal government, but this provision shall not be construed as creating any duty of Tenant to members of the general public.

6. UTILITIES AND SERVICES. Tenant, during the term of this lease, shall pay on a timely basis, all charges for use of water electricity, and not limited by the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the leased premises.

7. SURRENDER OF PREMISES AT END OF TERM. Tenant agrees that upon termination of this lease, it will surrender, yield and deliver the leased premises in good and clean condition. It shall also surrender for the benefit of the public any improvements placed thereon during the term of the lease at no cost to the city

8. ASSIGNMENTS AND SUBLETTING. The premises covered by this lease shall not be sublet, nor shall this lease be assigned, without approval of the City. The Tenant shall have the right without the approval of the City, to provide short term rental of the premises and improvements for educational and social purposes.

9. INSURANCE. Tenant will keep its property interest and improvements thereon, and its liability in regard thereto, as well as personal property, reasonably insured against hazards and casualties; that is fire and those items usually covered by extended coverage; and Tenant will procure and deliver to the landlord a certification from the respective insurance company to that effect.

10. INDEMNITY AND LIABILITY INSURANCE. Tenant will protect, indemnify, defend, and hold harmless the Landlord from and against any and all kind of loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant of any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amount not less than \$100,000 for any one person injured and \$500,000 for any one accident, and with limits of \$25,000 for property damage, protecting the Landlord (City of Newton and Newton Park Commission) against such claim, damages, costs or happening on or about the demised premises during the term thereof. The limits herein specified shall be reviewed by the parties from time to time for reasonableness and adequacy.

11. TERMINATION OF LEASE AND DEFAULT OF TENANT. This lease shall terminate upon the expiration of the Term, or after the expiration of any Option exercised hereunder. Upon default by the Tenant of any of the terms and provisions of this lease, Landlord, at its option, may cancel the lease, PROVIDED, HOWEVER, before cancellation, except as provided below, Landlord shall give Tenant a written notice specifying the default(s) and stating that the lease will be cancelled 30 days after giving such notice, unless such default(s) are remedied within such grace period.

12. SIGNS. Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (a) that any and all signs shall comply with the ordinances of the City of Newton and the laws of the State of Iowa; (b) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld. Provided, however, that the signs erected prior to the signing of this lease are presumed to have had the necessary approval.

13. NOTICES AND DEMANDS. Notices as provided in this lease shall be given to the respective parties hereto in writing and in person to the respective parties.

14. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, in whatever form, to the parties hereto.

15. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms of conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year first above written.

LANDLORD

TENANT

(attach appropriate acknowledgements here)

REAL ESTATE LEASE

NEWTON ARBORETUM AND BOTANICAL GARDEN

ADDENDUM #1

This lease agreement addendum is dated this 1ST day of APRIL, 2001, and is to be attached to the original lease agreement dated July 1, 1997.

This addendum deals with the acquisition of additional real estate to be utilized in the development and operation of the Newton Arboretum and Botanical Garden.

Item #1 Premises being leased is to be described as follows:

Approximately six (6) acres located in the southeast corner of Agnes Patterson Memorial Park in the City of Newton, Iowa. More particularly described as "Beginning at the Agnes Patterson Memorial Park entrance road, proceeding east along North 4th Avenue East 600', north along East 31st Street North 450', west 600', and south 450' to the point of beginning."

IN WITNESS WHEREOF, the parties hereto have duly executed this lease addendum in duplicate the day and year first above written.

LANDLORD

Eugene Knapp

TENANT

Lawrence J. Knapp PRES. PROPER AWAKE

LEASE ADDENDUM #2

This Lease Addendum #2 ("this **Lease**") is made and entered into as of this ____ day of _____, 2024 (the "**Effective Date**") by and between the City of Newton, Iowa ("**City**"), a municipal corporation, and the Newton Arboretum and Botanical Gardens ("**Tenant**"), an Iowa non-profit organization. City and Tenant collectively may be referred to herein as the "**parties**" and individually may be referred to as a "**party**."

WHEREAS, City and Tenant are currently parties to a certain real estate lease entered into by both parties on July 1, 1997, and Addendum #1 dated April 1, 2001 (the "**Current Lease**"), for acres commonly referred to as the Newton Arboretum and Botanical Gardens (the "**NABG Acres**");

WHEREAS, this Lease Addendum #2 is entered into in conjunction with contemplated expansion of the Newton Arboretum and Botanical Gardens (the "**Expansion**") wherein the City will lease an approximate additional fourteen acres adjacent to the NABG Acres as set forth in the map attached to this Lease as Exhibit A (the "**Expansion Acres**") to Tenant for purposes related to the performance of Tenant's duties and functions under the **Current Lease**, including providing areas for recreational and educational use by the public subject to the provisions of Section 3.01 below (the "**Purpose**"); and

WHEREAS, City and Tenant concurrently to this Lease Addendum #2, are negotiating, in good faith, revisions to a Partnership Agreement wherein the parties will set forth certain obligations and liabilities with respect to services to be performed by the parties on and to the NABG Acres and the Expansion Acres by the parties (the "**Partnership Agreement**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Lease Addendum #2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City demises and leases the Premises (as defined below) to T e n a n t as follows:

ARTICLE I. PREMISES, EXPANSION, MAINTENANCE, AND TERM

Premises

§1.01. City leases to Tenant and Tenant leases from City the following "Premises" generally defined as:

a. Newton Arboretum & Botanical Gardens:

A 6-acre (+/-) property located at the southeast corner of Agnes Patterson Memorial Park in the City of Newton, Iowa, more particularly described as "Beginning at the Agnes Patterson Memorial Park entrance driveway along North 4th Avenue East, preceding northeasterly 640 feet, north along the west right-of-way line of East 31st Street North 360 feet, west 560 feet, and southerly 500 feet to the point of beginning, all located in the approximate South 480 feet of the East Half of the Southwest Quarter of the Southwest Quarter of Section 25, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, except all parts thereof located beyond any Agnes Patterson Park trails, public road rights-of-way for East 31st Street North and North 4th Avenue East, and any area subject to public roads and/or easements of record or in use.

b. Expansion Area "A":

An 11-acre (+/-) property located at the east half of Agnes Patterson Memorial Park in the City of Newton, Iowa, more particularly described as "Beginning at the intersection of the east property boundary of Agnes Patterson Memorial Park and the south line of the entrance driveway along East 31st Street North, south 80 feet, east 60 feet, southerly 800 feet, west 560 feet, northerly 880 feet, and east 510 feet to the point of beginning, located in the approximate South 80 feet of the East Half of the Northwest Quarter of the Southwest Quarter of Section 25, Township 80 North, Range 19 West of the 5th P.M. and in the approximate North 800 feet of the East Half of the Southwest Quarter of the Southwest Quarter of Section 25, Township

80 North, Range 19 West of the 5th P.M., all in Jasper County, Iowa, except all parts thereof located beyond any Agnes Patterson Park trails, public road right-of-way for East 31st Street North, and any area subject to public roads and/or easements of record or in use.

c. Expansion Area "B":

A 3-acre (+/-) triangle-shaped property located at the northeast corner of Agnes Patterson Memorial Park in the City of Newton, Iowa, more particularly described as "Beginning at the northeast corner of the Agnes Patterson Memorial Park property, preceding west along the south right-of-way line of North 11th Avenue East 400 feet, south 30 feet, southeasterly along the wooded boundary of Elk Creek 650 feet, north 30 feet, east 60 feet, and north 540 feet to the point of beginning, all located in the East Half of the Northwest Quarter of the Southwest Quarter of Section 25, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, except all parts thereof beyond any public road right-of-way for East 31st Street North and North 11th Avenue East, and any area subject to public roads and/or easements of record or in use.

d. Tenant will maintain the Premises subject to the terms of this Lease. In the event of a conflict or inconsistency between the terms of this Lease and the terms of the Current Lease, the terms of this Lease shall govern to the extent of such conflict or inconsistency.

Expansion Project and Tenant Improvements

§1.02. Tenant shall prepare or cause to be prepared plans for construction of a designated prairie area, landscaping, extension of the walking trail, a new parking lot, a new maintenance building, and any associated buildings on the Expansion Acres as part of the Expansion (the "**Plan(s)**"). Tenant shall submit a status report regarding said Plans along with preliminary concept design documents to the City on or before December 31, 2025. Such concept design documents are not required to be completed by a licensed engineer or architect, but rather, such documents shall provide the City with a general understanding of what the Expansion project will specifically entail. After December 31, 2025, Tenant may request to modify, amend, change, reject and add to the Plans. The parties acknowledge their understanding that a status report is intended to be a good faith and reasonable projection of progress towards the Expansion project and to provide an anticipated approximate total project budget and fundraising goal, but it is only an estimate of the costs of design and construction to be selected by Tenant. However, any such modification to the Plans must be approved by the City. The Plans will be updated as additional documentation becomes available during the design development and review process. All Plan drawings must be signed by an approved Architect or Engineer, licensed in the state of Iowa, as required by law. All drawings, specifications, and other Plan documents shall be the property of the Tenant. Construction shall take place under the supervision of Tenant. The Plans shall meet all established City requirements and receive any and all applicable approvals for such a project (e.g., Site Plan, Building Permit, etc.).

- a. Before construction may begin, the Plans must be accepted in writing by City and Tenant. City's approval of the Plans shall constitute its agreement that the Expansion, if materially completed according to the Plans, will be appropriate and sufficient to use for the purposes described in this Lease.
- b. All costs associated with the Expansion and Plans shall be the sole responsibility of Tenant. All improvements shall be done in a good and workmanlike manner. All Tenant Improvements defined by §1.02 herein which may be made in or upon the Expansion Acres shall become the property of the City and remain upon the Premises at the expiration of a Term or if this Lease is terminated at which time said improvements shall be surrendered including all Tenant's rights, title, and interest in and to the Tenant Improvements shall automatically be transferred to the City at no cost and free and clear of all claims, liens, encumbrances, and security interests.

Maintenance and Costs

§ 1.03. Upon the reasonable request from Tenant and at no cost or expense to Tenant unless otherwise

expressly stated in this Lease, the City will assist NABG with occasional grounds maintenance needs including, without limitation, periodic tree removal, herbicide/insecticide/pesticide/fertilizer ("Chemical Applications") spraying (all to be pre-approved by NABG), and other small projects that may require City equipment.

a. The City acknowledges and agrees that the City shall be solely responsible for: (1) all acts, omissions, negligence, gross negligence and willful misconduct of City employees, agents and contractors (individually and collectively "City Personnel") performing maintenance, snow removal and/or any other work or services ("Work") on or to the Premises, including, without limitation, for injury, sickness, disease and/or death of or to City Personnel or third parties and/or damage to property (real or personal); (2) compliance with laws and regulations when performing Work; (3) maintaining all necessary permits, authorizations, and licenses required to perform the Work and for the use and storage of Chemical Applications; and (4) the provision and maintenance of all tools, equipment, property, and other items and materials utilized by City Personnel in performing Work (including parts and components thereto).

b. Tenant will be responsible for the cost of all Chemical Applications applied by City Personnel to the Premises. The City will provide an estimated cost ahead of all said purchases and applications, and if the City purchases such chemicals in volume/bulk for its Chemical Applications, it will include the volumes needed for spraying the Premises in such purchases so that Tenant may benefit from the cost reduction, if any, afforded to the City when buying in volume/bulk.

c. Tenant will be responsible for all mowing, maintenance and upkeep of the Premises, whether indoors or outdoors, except as otherwise noted in the Partnership Agreement or this Lease, as of the Effective Date noted herein.

d. Tenants shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas, and cleaning of the Premises, together with any taxes thereon. If any such utilities or services are not separately metered to the Premises or separately billed to the Premises, Tenant shall pay to City a reasonable proportion to be determined by City of all such charges jointly metered or billed with other premises in the building(s), in a reasonable manner and time period agreed upon by both parties. City shall not be liable for any damage, loss or expense incurred by Tenant by reason of any interruption, reduction (permanent or temporary) or failure of any utilities or services for the Premises or the building(s).

Term

§ 1.04. The initial term of this Lease shall commence on the Effective Date and shall expire on the date that is established by the Current Lease, or July 1, 2047 ("**Initial Term**"), unless terminated sooner as provided in the Current Lease and/or this Lease. The Current Lease and this Lease may be extended for additional terms of fifty (50) years by the mutual agreement of both parties (each such additional term, a "**Renewal Term**"). The Initial Term and all Renewal Terms collectively shall constitute the "**Term**" of this Lease.

ARTICLE 2. RENT AND TAXES

Rent, Taxes, and Recapitalization

§ 2.01. Tenant shall pay to City for use of the Premises throughout the Term in the amount of \$1.00 per year ("**Rent**"). The total amount of Rent due for the Initial Term shall be payable upon later of the Effective Date or the Newton City Council's approval of this Lease and the Partnership Agreement. The amount of Rent shall be fixed and firm for the Term of this Lease.

§2.02. Any taxes assessed against the buildings and land will be paid by the City and reimbursed to the City by the Tenant.

§2.03. Tenant shall be responsible for the maintenance of the interior of the buildings constructed per the Plans for the Term of this Lease.

ARTICLE 3. USE OF PREMISES

Tenant's Use

§ 3.01. The Premises used by Tenant will include areas of the Premises available for use by the public for recreational and educational purposes subject to Tenant's right to (i) ask individuals and/or groups to leave the Premises if any established Tenant policies are violated; (ii) restrict an individual's right to reenter the Premises if and after established Tenant policies are violated and; (iii) permit the lawful consumption of alcoholic beverages on the Premises; (iv) rent out certain buildings, structures, or facilities on the Premises for purposes of generating revenue; (v) selling goods or services from the Premises for the purposes of generating revenue; (vi) hold private and public events, including, without limitation, for the purpose of generating revenue; and (vii) otherwise use the Premises in Tenant's sole and reasonable judgment taking into account the general purpose of the Premises which is to give the public access to Premises for recreational and educational purposes.

- a. Use of the Premises is restricted to the Purpose specified in this Lease, subject to this Section 3.01 unless Tenant obtains City's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) to any change in use.
- b. Subject to the terms and conditions of this Lease, Tenant and its employees and volunteers shall have access to the Premises twenty-four (24) hours a day, three hundred sixty-five (365) days per year; provided that City shall have the right to restrict access in the event of an emergency for safety and/or health reasons.

Compliance With Laws

§ 3.02. Tenant may not use or permit using the Premises in any manner that results in waste of the Premises or that constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its members, officers, employees, agents, contractors, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations, including procuring and keeping in force licenses and permits required for Tenant's operations within the Premises (as opposed to general licenses and permits for the general existence of the Premises, which licenses and permits City shall obtain).

Signs

§ 3.03. With prior written approval from City, Tenant may erect interior and exterior signs in or on the Premises. Exterior signage must comply with all applicable laws and regulations. Tenant must remove all signs when this Lease terminates and repair any damage resulting from erecting or removing the signs. City may, in writing, exempt certain signs from the removal requirement.

ARTICLE 4. LIENS

The Premises is City of Newton, Iowa property, and liens are prohibited on City of Newton, Iowa property. Tenant will not permit any liens, including environmental, mechanic's, or materialmen's liens ("**liens**") to be

placed on the Premises or improvements on the Premises. If any liens are recorded as a result of Tenant's acts or omissions, Tenant will cause the liens to be released of record. Tenant agrees to indemnify and hold City harmless from any liability as a result of any lien caused by Tenant to be filed. Any amounts City pays to remove a lien caused by Tenant to be filed against the Premises or improvements on them, including expenses (including reasonable attorney's fees), penalties, and interest, are due from Tenant to City and must be repaid to City within sixty (60) days of receipt of a written notice from City, together with interest at the maximum rate allowed by law annually until repaid.

ARTICLE 5. INSURANCE AND INDEMNITY

City Insurance

§ 5.01. City, at its own expense, must provide customary insurance coverage on any City-owned property, vehicles, or equipment stored inside or adjacent to the Krumm Center or any future buildings used in connection with Work on the Premises and for any liability it incurs. The City acknowledges and agrees that all City-owned property and equipment stored, maintained, or otherwise located on the Premises, including, without limitation, in or around the Krumm Center is at the City's sole risk and that NABG shall not be liable for any loss or damage to such property or equipment.

Tenant Insurance

§ 5.02. Tenant, at its own expense, must provide and maintain in force during the Lease Term, for the mutual benefit of the Landlord and of the Tenant, insurance coverage for the Krumm Center, all future buildings, and NABG contents. Tenant shall also be responsible for providing any required insurance for NABG employees and general public liability insurance with an insurance company reasonably acceptable to the City against claims for personal injury, death, or property damage, occurring in, on or about the Premises, such insurance to afford protection to the limit of no less than Two Million Dollars (\$2,000,000.00) in respect to injury or death of a single person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one accident.

- a. Tenant may use a combination of primary and umbrella policies to meet coverage requirements. All such policies shall name the City as an additional insured. Upon City request, the Tenant shall provide City a certificate of insurance evidencing that the insurance required is in force.

Remedy for Failure to Provide Insurance

§ 5.03. If Tenant allows any insurance required under this article to lapse during the Term of this Lease, City may, at its option, terminate this Lease immediately or take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article.

Indemnification

§ 5.04. City shall not be liable to Tenant or any person entering the Premises under the express or implied invitation of Tenant, for any damage or injury to person or Premises or Tenant's business arising out of (i) negligence of, or willful misconduct by, Tenant, its directors, employees, agents, contractors (excluding City when City is performing services under the Partnership Agreement), or any other person entering the Premises under the express or implied invitation of Tenant and/or (ii) any breach by Tenant of its covenants and obligations under any Article of, and/or Exhibit to, this Lease, and subject to first application of any insurance coverage required by this Lease, Tenant agrees to indemnify and hold harmless the City and its employees, elected officials and agents from and against all claims, damages, losses, liabilities, lawsuits, costs and expenses for damage or injury, including, without limitation, court costs, and actual, reasonable attorneys' fees and costs of investigation arising out of any negligence of, willful misconduct by Tenant, Tenant's directors, employees, agents or contractors (excluding City when City is performing services under

the Partnership Agreement).

To the extent permitted by the laws of the state of Iowa, Tenant shall not be liable to City or City's managers, members, officers, directors, employees, agents, contractors, or any person entering the Premises under the express or implied invitation of City, for any damage or injury to person or Premises or City's business arising out of (i) negligence of, or willful misconduct by, City, its partners, managers, members, officers, directors, employees, agents, contractors, or any other person entering the Premises under the express or implied invitation of City and/or (ii) any breach by City of its covenants and obligations under any Article of, and/or Exhibit to, this Lease. Subject to the insurance requirements set forth in this Lease and to the extent permitted by the laws of the state of Iowa, City shall indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including, without limitation, court costs, and actual, reasonable attorneys' fees and costs of investigation) arising out of any negligence of, or willful misconduct by, City, or any of its partners, managers, members, officers, directors, employees, agents or contractors.

This section shall survive the expiration or earlier termination of this Lease.

ARTICLE 6. EARLY TERMINATION

Commencing with the twelfth (12th) year of the Term, either Party shall be entitled to terminate this Lease upon one (1) year's written notice to the other Party. Upon such early termination, Tenant shall pay to City any rent or other accrued expenses as of the effective date of the termination. Early termination of this lease shall only apply to Expansion Area "A" and Expansion Area "B" generally defined in §1.01 and outlined in red on the map included in Exhibit A. Termination of the Newton Arboretum & Botanical Gardens Acres shall require separate review and approval as stipulated under the Current Lease.

ARTICLE 7. DAMAGE OR DESTRUCTION OF PREMISES

Total Destruction

§ 7.01. If any building or any structures or improvements on the Premises are totally destroyed by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant, or any person in or about the Premises with Tenant's express or implied consent or if the Premises is so damaged that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days at a cost not to exceed the insurance recovery, this Lease shall terminate, effective as of the date of written notification to the address provided in this Lease.

Partial Destruction

§ 7.02. If any building or any structures or improvements on the Premises is partially damaged by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days and at a cost not to exceed the insurance recovery, this Lease will not terminate except as follows:

a. If any building or any structures or improvements on the Premises are partially destroyed, Tenant may, at its option, choose to rebuild or repair the Premises or not, at its sole discretion. If Tenant fails to complete the rebuilding or repairs within one hundred twenty (120) working days from the date of the damage, or longer

if mutually agreed by the Parties, City may terminate this Lease by written notification to Tenant. Upon such notification, all rights and obligations under this Lease will cease to be effective as of the date of written notification to the address provided in this Lease.

Destruction of Tenant Premises

§ 7.03. City is not responsible for rebuilding, repairing, or replacing any furniture, equipment, trade fixtures, or any other improvements installed, constructed, or owned by Tenant, as a result of a total or partial destruction of the Premises, except if such destruction is caused by the negligence or willful misconduct of City, its employees, agents, contractors, or invitees.

ARTICLE 8. CONDEMNATION

Condemnation

§8.01. If, during the Lease Term, all or any portion of the Premises are taken for any public or quasi-public (such public use not contemplated by the Purpose for this Lease) use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate effective as of the date the condemning authority takes the Premises.

Condemnation Award

§8.02. City is entitled to receive and retain the entire award in any condemnation proceedings; provided, however, that Tenant shall be entitled to pursue its own compensation.

ARTICLE 9. DEFAULT

Tenant's Default

§9.01. City, at its option, may terminate this Lease, and reenter and take possession of the Premises and remove all persons and Premises without being considered guilty of any manner of trespass upon the occurrence of any of the following events, and may pursue any other options City has at law or in equity:

- a. the Rent or any other amount due under this Lease falls into arrears of more than one hundred twenty (120) days after written notice of such delinquency;
- b. Tenant or any subtenant or assignee fails to comply with any other term, provision or covenant of this Lease for more than thirty (30) days after written notice to Tenant; provided, however, that if the nature of Tenant's obligation is such that it cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed in default so long as Tenant begins to cure the default within the thirty (30) day period and diligently completes the cure;
- c. Tenant or any subtenant or assignee files a petition for bankruptcy, is adjudged bankrupt, becomes insolvent, or makes an assignment for the benefit of creditors; or
- d. Tenant permits a lien to be created on the Premises, and the lien is not removed in accordance herewith.

City's Default

§ 9.02. City shall not be deemed to be in default in the performance of any obligation required to be

performed by City unless City has failed to perform the obligation within thirty (30) days after written notice by Tenant to City specifying how City is alleged to have defaulted; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for City's performance, then City shall not be deemed to be in default if City begins to cure the default within the thirty (30) day period and diligently completes the cure.

Cumulative Remedies

§ 9.03. All rights and remedies of the parties under this Article are cumulative, and none will exclude any other right or remedy provided by Iowa law or any other provision of this Lease. All the consistent rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

Waiver of Breach

§ 9.04. If City or Tenant waives a breach of this Lease by the other party, that waiver does not constitute a continuing waiver or a waiver of any subsequent breach.

ARTICLE 10. CITY RIGHT OF ENTRY

Tenant will permit City and its agents, representatives, and employees to enter the Premises for the purpose of inspection or any other purpose necessary to protect City's interest in the Premises, or to perform City's duties under this Lease, and at any time. Tenant acknowledges that it may not be possible for City to provide prior notice of an inspection in the event of an emergency. The parties will reasonably cooperate with each other concerning the scheduling of such inspections which will be during regular business hours, or during other hours either by agreement of the parties or in the event of an emergency. The inspections will be conducted in an expeditious manner, without unreasonable interference with Tenant's operations. Except as necessary for health and safety matters or to preserve confidential business information, Tenant may not unreasonably restrict access to any part of the Premises.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Tenant

§11.01. Tenant may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in it or in the Premises or the improvements on them, without City's written consent. If Tenant attempts to sublet, assign, encumber, or otherwise transfer its rights or interests in this Lease or in the Premises without City's written consent, City may, at its option, declare this Lease terminated. If City consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this Lease, the assignee, subtenant, or transferee must assume all of Tenant's obligations under this Lease.

Assignment by City

§ 11.02. City may assign or transfer any of its interests under this Lease. On transfer, and on the transferee's assumption of its obligations, City is relieved of its obligations under this Lease; provided, however, that any transferee shall be subject to all obligations of this Lease.

ARTICLE 12. MISCELLANEOUS

Notices and Addresses

§ 12.01. All notices required under this Lease may be given by the following methods:

a. By personal delivery; first class mail, return receipt requested; or generally recognized prepaid overnight courier service, addressed to the proper party, at the following addresses:

City: City Manager

Mailing Address:

Physical Address:

Tenant: Board President

Mailing Address:

Physical Address:

Notices shall be deemed to have been provided when delivered, if delivered personally; three (3) days after mailing, if sent by first class mail, return receipt requested; or the next business day, if sent by overnight courier service. Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with the provisions of this section.

Parties Bound

§ 12.02. This agreement binds, and inures to the benefit of, the parties to this Lease and their respective legal representatives, successors, and assigns.

Iowa Law to Apply

§ 12.03. This Lease is to be construed under Iowa law, and all obligations of the parties created by this Lease are performable in Jasper County, Iowa.

Legal Construction and Severability

§ 12.04. If one or more of the provisions contained in this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

§ 12.05. This Lease along with the Partnership Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

§ 12.06. No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Rights and Remedies Cumulative

§ 12.07. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any *other* rights the parties may have by law, statute, ordinance, or otherwise.

Force Majeure

§ 12.08. Neither City nor Tenant is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, war, terrorism, extreme weather events, pandemics, epidemics, civil riot, fire, and any other cause not reasonably within City's or Tenant's control and that City or Tenant cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

Time of Essence

§ 12.09. Time is of the essence in this agreement.

Incorporation by Reference

§ 12.10. All exhibits mentioned in this Lease are incorporated by reference.

Relationship of Parties

§ 12.11. Nothing in this Lease shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the parties. Neither the method of computation of rent, nor any other provisions contained in this lease create any relationship between the parties other than the relationship of landlord and tenant.

Quiet Enjoyment

§ 12.12. Tenant shall and may peacefully have, hold and enjoy the Premises without interference from any party claiming by or through the City, subject to the terms of this Lease, provided Tenant pays the Rent and other sums required to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained.

This covenant and any and all other covenants of City contained in this Lease shall be binding upon City and its successors and assigns only with respect to breaches occurring during its and their respective ownership of City's interest in the Premises.

Signatures to Follow Next Page

Agreed

The City of Newton Iowa (referred to as “City” herein)

By: _____

Printed Name: _____

Title: _____

Date: _____

Newton Arboretum and Botanical Gardens (referred to as “Tenant” herein)

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Map of Premises





City of Newton and Newton Arboretum & Botanical Gardens (FKA: Project AWAKE) Partnership Agreement

The City of Newton (the “City”) is proud of the work Newton Arboretum & Botanical Gardens (“NABG”) and its volunteers have done to develop and maintain the NABG along with the Daniel J & Ann L Krumm Horticultural Center (the “Krumm Center”). The time, labor, and money invested by volunteers into the NABG are a testament to the service-minded citizens found within the community.

The City would like to continue the partnership with NABG to ensure the Newton Arboretum and associated property remains an asset to the community as well as an attractive tourism destination. The purpose of this Partnership Agreement (this “Agreement”) is to define the general responsibilities of the parties to ensure success in managing and maintaining the Newton Arboretum, the Krumm Center, and all associated property defined by the Lease Agreement dated _____, _____ by and between the parties (the “Lease Agreement”). The subject property is generally located between Agnes Patterson Park’s trails and driveways, E. 31st St. N., and N. 4th Ave. E. (the “Premises”). Therefore, in consideration of the mutual promises contained herein and effective as of _____, _____ (the “Effective Date”), both parties agree and commit to the following:

1. Snow & Ice Removal:

- a. The City will be responsible for removing snow, at its sole cost and expense, from the parking lots, entrance roads, and the sidewalks within Agnes Patterson Park and from the Krumm Center parking lot and any future parking lot(s). Snow removal will occur as part of City staff’s normal snow removal procedures and rounds, with City staff making reasonable efforts to clear snow ahead of normal NABG operating hours.
- b. NABG will be responsible for clearing clear snow from sidewalks that lead directly to and from the Krumm Center from the Newton Arboretum parking lot and any sidewalks leading to and from any future buildings. NABG will be responsible for the purchase and application of any ice melt on such sidewalks as deemed necessary to prevent all potential fall hazards.

2. Contact Information:

- a. The City will provide NABG with a single point of contact for coordination of all items in this Agreement and will promptly notify NABG should the single point of contact change at any point during the term of this Agreement.
- b. NABG will provide a single point of contact to the City for coordination of all items in this Agreement. NABG will promptly notify the City should the single point of contact change at any point during the term of this Agreement. NABG board members, if not designated as the NABG point of contact, shall not be contacting the City to direct work or request assistance for services subject to this Agreement.

3. Other Items:

- a. The City will be responsible for all state and American flags, located on or at the Premises, including but not limited to raising and lowering to half-staff as required.
- b. Upon at least seven (7) days’ notice and if the Krumm Center is not already rented or in use for the time and date in question, the City reserves the right to free use of the Krumm

Center, if needed and available, for periodic weekday or weeknight events or meetings, except on Fridays, Saturdays, Sundays, or state or federal holidays. The City will contact NABG to schedule said use.

4. Future Expansion:

- a. Subject to raising sufficient funds and the presence of appropriate growing conditions, NABG will use commercially reasonable efforts to establish a natural prairie (the "Prairie") beginning in the 2024 growing season.
- b. The City shall pursue all reasonable efforts to prevent drift of unwanted Chemical Applications and unwanted or invasive organic species into the Prairie from Agnes Patterson Park.
- c. NABG will use commercially reasonable efforts to develop the Premises. Article I of the Lease shall apply and stipulations found therein shall be satisfied by both parties.
- d. The City reserves the right to review, modify, or refuse all proposed buildings on the subject City-owned property pursuant to the terms of the Lease Agreement.

5. General Terms:

- a. The terms of this Agreement shall be valid for three (3) years after signature by the City and NABG. Revisions to this Agreement may be made upon the mutual written agreement of the parties. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and there are no previous or contemporary representations, warranties or understandings (written or oral) between the parties not set forth in this Agreement.
- b. Without limitation, no term or provision of this Agreement may be amended or waived by conduct of the parties. Any dispute with respect to this Agreement is governed by and construed in accordance with the laws of the State of Iowa without regard to conflict of law principles. All claims or controversies which the parties cannot settle by mutual agreement must be submitted only to the state courts of Iowa.
- c. The parties exclude this Agreement from the application of the United Nations Convention on Contracts for the International Sale of Goods and its conflict of laws if otherwise applicable. Neither failure nor delay on the part of either party to exercise any right, remedy, power or privilege provided for in this Agreement or by statute or at law or in equity may be construed to operate as a waiver thereof nor may any waiver of or any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement inures to and is binding upon the successors and assigns of the parties. This Agreement may be executed in several counterparts, all of which together will constitute but one contract binding on the parties, each fully executed copy of which is deemed an original. Delivery of an executed counterpart of this Agreement or any document or instrument executed in connection with this Agreement by electronic mail or by other electronic means will be effective as a manually executed counterpart of this Agreement or such other document or instrument, as applicable.



SIGNATURES

City of Newton

Mayor

Date_____

Newton Arboretum & Botanical Gardens

President

Date_____

City of Newton Council Report

**Item:**

Public Hearing on a resolution approving the Purchase Agreement for City-owned property at 121 South 3rd Avenue East, Newton, Jasper County, Iowa

Summary:

Sale of City-owned property at 121 S 3rd AVE E to Malachi Jenkins.

Financial Impact:

\$5,050.00 returned to D&D fund

Report Number: 2024-259

Date:

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City was awarded ownership of 121 South 3rd Avenue East by the court under State of Iowa Code 657A (Abandoned Buildings). Subsequently, the City demolished the abandoned and dilapidated structures on the property. During demolition, it was discovered that the sewer service line for the adjacent property at 309 East 2nd Street South runs through 121 South 3rd Avenue East.

Malachi Jenkins, the owner of 309 East 2nd Street South has made an offer to purchase the property at 121 South 3rd Avenue East for \$5,050.00.

The property is not generally desirable for redevelopment due to the fact that the adjacent property's sewer service runs through the property. Additionally, as a small corner lot, it is less desirable for redevelopment as compared to other City-owned lots.

Mowing maintenance for the lot during the 2024 grass-growing season is estimated to be approximately \$1,400. The sale returns funds to the D&D program to be used for other D&D activities and saves the City costs associated with mowing. Additionally, the property is returned to tax generating status.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR CITY-OWNED PROPERTY AT 121 SOUTH 3RD AVENUE EAST, NEWTON, JASPER COUNTY, IOWA

WHEREAS, Malachi James Jenkins, 309 East 2nd Street South, has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 121 South 3rd Avenue East, legally described as:

121 South 3rd Avenue East, legally described as: LOT ONE IN THE SUBDIVISION OF OUT LOT 18 IN THE ORIGINAL TOWN, NOW CITY, OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 253 OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That the attached Purchase Agreement for property at 121 South 3rd Avenue East be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of March, 2024.

APPROVED this _____ day of March, 2024.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **121 South 3rd Avenue East**, is made on or as of the _____ day of _____, 2024, by and between the City of Newton, Iowa (hereinafter "City"), and Malachi James Jenkins, 309 East 2nd Street South, (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Five-thousand and fifty** Dollars (\$5,050.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

121 South 3rd Avenue East, legally described as: LOT ONE IN THE SUBDIVISION OF OUT LOT 18 IN THE ORIGINAL TOWN, NOW CITY, OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 253 OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA.

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Warranty Deed. Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal counsel, Caldwell, Bierly, Chalupa PLLC, 211 1st Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

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

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

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

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

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

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

SECTION 8. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

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

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

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

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____

Malachi James Jenkins
309 East 2nd Street South
Newton, Iowa 50208

City of Newton Council Report

**Item:**

Second Consideration of an Ordinance eliminating Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Sections 32.130 - 32-140 Non-Bargaining Employee Grievance Commission and addressing the process in the City Council adopted Employee Handbook

Summary:

Transitioning the Non-Bargaining Appeal process from the Non-Bargaining Employee Grievance Commission to a Discipline Review Board process within the Employee Handbook

Financial Impact:

None

Report Number: 2024-211**Date:**

March 18, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The current Non-Bargaining Employee Grievance process includes an appeal to the Non-Bargaining Employee Grievance Commission as listed in the City of Newton Code of Ordinances. The commission includes three individuals appointed by the City Council. All three positions have been vacant since 2010.

When comparing other city appeal processes, we found that most cities handle non-bargaining disciplinary appeals administratively within the chain of command. Staff recommends creating an internal Discipline Review Board in lieu of the Grievance Commission.

The City of Newton Discipline Review Board would include a Department Director other than the director of the department where the employee works, a City Council member, and the Administrative Services Manager. The board would only review appeals of suspension and termination after the employee exhausted the chain of command appeal process up to the City Administrator. Employee counseling and written reprimands would not have the right to appeal to the Discipline Review Board, only through the chain of command process.

Recommendation:

It is recommended that city council eliminate the Non-Bargaining Employee Grievance Commission and transition to a Discipline Review Board process spelled out in the Employee Handbook.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE ELIMINATING CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE III, CHAPTER 32, SECTIONS 32.130 - 32- 140 NON-BARGAINING EMPLOYEE GRIEVANCE COMMISSION AND ADDRESSING THE PROCESS IN THE CITY COUNCIL ADOPTED EMPLOYEE HANDBOOK

SECTION 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, is hereby amended by deleting Sections 32.130 - 32-140 Non-Bargaining Employee Grievance Commission.

NON-BARGAINING EMPLOYEE GRIEVANCE COMMISSION

§ 32.130 APPOINTMENT.

~~Each City Council member shall submit the name of an individual to the Mayor for appointment to the Newton Non-Bargaining Employee Grievance Commission (NNEGC). The Mayor shall see that ballots are prepared with the list of nominees. The Council, shall appoint three NNEGC Commissioners by voting for no more than three separate nominees on the ballots. The ballots shall be counted by the Mayor and City Clerk. The top three vote recipients shall become Commissioners who shall hold office for a three-year term; the top vote recipient until the first Monday in July of the third year, the second top vote recipient until the first Monday in July of the second year and the third top vote recipient until the first Monday in July of the first year after such appointment (in the case of a tie, a role of the die with the higher number being the winner), whose successors shall be appointed for a term of three years by Council submitting names as set forth above and the top vote recipient filling the term.~~

§ 32.131 QUALIFICATIONS; CONFLICT OF INTEREST.

~~(A) The Commissioners must be citizens of Iowa, eligible electors as defined in Iowa Code Ch. 39 (2001), and residents of the city preceding their appointment, and shall serve without compensation.~~

~~(B) A person, while on the Commission, shall not hold or be a candidate for any office of public trust. Commissioners shall not sell to, or in any manner become parties, directly, to any contract to furnish supplies, material or labor to the city, except as provided in Iowa Code § 362.5 (2001).~~

~~(C) A violation of this conflict of interest provision is a simple misdemeanor and shall be punishable by a fine of at least \$65 but not to exceed \$625.~~

§ 32.132 APPLICABILITY; EXCEPTIONS.

~~This subchapter applies to permanent full-time city non-bargaining employees; except that, if the person is covered by civil service protection and the claim they wish to pursue is covered by civil service protection, civil service law is the exclusive remedy available and the NNEGC process is not available to the non-bargaining employee for that particular claim.~~

§ 32.133 APPEAL; NOTICE.

~~(A) Those covered may appeal any personnel action to the City Non-Bargaining Employee Grievance Commission after appealing the action through the Department chain of command and the City Administrator. Each appeal through the Department chain of command and the City Administrator shall be within 14 calendar days after the personnel action/supervisor's decision was rendered. Failure to appeal is deemed as acquiescence to the action taken.~~

~~(B) A notice of intent to appeal the decision of the City Administrator shall be signed by the appellant and specify in detail the ruling being appealed. The notice shall be filed with the City Clerk within 14 calendar days of the City Administrator's decision.~~

§ 32.134 FILING OF SPECIFICATIONS.

~~Within 14 calendar days from the filing of intent to appeal, the City Administrator and the person making the appeal shall file with the NNEGC written specifications of the facts and grounds supporting the actions taken. Failure to file specifications on the part of the person appealing shall be deemed as acquiescence to the action taken. Failure to file specifications on the part of the City Administrator permits the person aggrieved to elect to present the matter to the NNEGC without the city being heard from.~~

§ 32.135 TIME AND PLACE OF HEARING.

~~Within ten days after such specifications are filed by both parties, the Commission shall fix the time, which shall be not less than ten days, nor more than 30 days, thereafter, and place for hearing the appeal and shall notify the parties in writing of the time and place so fixed, and the notice shall contain a copy of the specifications so filed.~~

~~§ 32.136 OATHS; BOOKS AND PAPERS.~~

~~The presiding officer of the Commission shall have power to administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal or civil jurisdiction.~~

~~§ 32.137 PUBLIC HEARING.~~

~~The hearing of all appeals shall be public. (2011 Code, § 5.0609)~~

~~§ 32.138 JURISDICTION; DECISION.~~

~~The NNEGC has jurisdiction to hear and determine matters involving personnel decisions as previously set forth, and may affirm, modify or reverse any case on its merits. The NNEGC shall render its written decision with 14 calendar days of the public hearing. An original copy of the decision shall be delivered to the City Administrator and the person aggrieved. The NNEGC may elect to conduct its deliberation on a case in closed session at its discretion and in compliance with the law.~~

~~§ 32.139 APPEAL TO CITY COUNCIL.~~

~~The City Administrator or the aggrieved NNEGC employee shall have the right to appeal to the City Council from the written decision of the NNEGC. The appeal shall be taken within 14 days from filing of the formal decision of the Commission. The City Council shall either affirm or revoke the decision of the Commission. The City Council's decision shall be final and binding.~~

~~§ 32.140 FILING DEADLINE EXTENSION; MEDICAL EMERGENCY.~~

~~Any of the above referenced filing deadlines shall be extended due to a medical emergency. A medical emergency for the purpose of this article is a medical condition that the person responsible for meeting the filing deadline personally has which makes it impossible for that person to meet the filing deadline. Examples of what might constitute a medical emergency is non-scheduled surgery, emergency room visit due to automobile accident or coma. If a medical emergency exists, the person responsible for meeting the filing deadline shall have an additional five calendar days after the medical emergency no longer exists to file an appeal.~~

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effective from and after its final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa, on the ____ day of _____, 20____, and was published in the *Newton Daily News*, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 20____.

Signed: _____
Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XV, Ch. 150, to revise and update Section 150.085 Vacant Building

Summary:

Update to the Vacant Building Ordinance contained within Ch. 150 to establish the basic legal authorization and framework for a vacant building registration and inspection program in Newton.

Financial Impact:

No Financial Impact

Report Number: 2024-202

Date:

March 18, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In late 2023, the Community Development Department was instructed to review and consider updates and/or amendments to the Vacant Building Ordinance. The motivation behind this activity is as follows: maintain the built environment; protect the health, safety, and welfare of the general public; and discourage vacancy in Newton which helps prevent crime, dilapidation, vermin, and blight in neighborhoods. Efforts to discourage building vacancies promote growth and preserve the tax base in the community are identified as key objectives within Envision Newton 2042, the City's adopted Comprehensive Plan.

The current ordinance is contained within Ch. 150: Building Regulations; Construction, and has been in Newton City Code for more than a decade. When drafting the proposed revisions, Staff referred to other adopted ordinances from various communities around Iowa including Oskaloosa, Marion, Knoxville, etc. The current adopted ordinance already includes much of what is required for a program, so the proposed revisions expand on the "foundation" that is already in place.

Upon approval of the ordinance, an administrative policy will be presented to City Council for action. Said policy will incorporate the ordinance framework and provide specific guidelines for how City Council wants staff to organize and carry out the program. The Vacant Building Program Administration Policy will likely address the following: Registration Requirements, Fees, Inspection Process, Maintenance Requirements in the form of a checklist, etc. The synergy between an adopted ordinance and an administrative policy provides a pathway to a successful program, as evidenced by this approach to the residential rental inspection program in Newton and the City of Marion, Iowa's vacant buildings program.

Implementation Schedule:

- March 18, 2024: First Consideration of the Ordinance
- April 1, 2024: Second Consideration of the Ordinance
- April 1, 2024: Discussion on Administrative Policy
- April 15, 2024: Third Consideration of the Ordinance
- April 15, 2024: Resolution for Administrative Policy
- April 15, 2024: Resolution for Vacant Building Fees

The Newton Building Trades Board reviewed the proposed ordinance amendments in a public meeting on Thursday, February 22, 2024. The board unanimously approved a motion to

recommend approval with two specific text additions addressing exemptions and when transfers do not reset the 6-month grace period clock. Those text additions have since been added by staff and the attached ordinance is the final draft.

Recommendation:

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA TITLE XV: LAND USAGE, CHAPTER 150: BUILDING REGULATIONS;
CONSTRUCTION TO REVISE AND UPDATE SECTION 150.085 VACANT
BUILDING.**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, Title XV: LAND USAGE, Chapter 150: BUILDING REGULATIONS; CONSTRUCTION, is hereby amended by ~~deleting~~ the existing ordinance included within Exhibit A herein and adding the language included within Exhibit B herein:

EXHIBIT A:

§ 150.085 VACANT BUILDING.

~~—(A) *Definition.* For the purpose of this definition, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~— **VACANT BUILDING.** Any building, defined as a single structure or portion thereof which is individually owned on a property, such as a single horizontal property regime as outlined in Iowa Code Chapter 499B, which is:~~

~~—(a) Unoccupied and unsecured;~~

~~—(b) Unoccupied and secured by means other than those used in the design of the building;~~

~~—(c) Declared a dangerous building under the Uniform Code for the Abatement of Dangerous Buildings or a Notice and Order has been issued by the Newton Building Official;~~

~~—(d) Unoccupied and unfit for occupancy or the intended purpose of the building, as determined by a government agency;~~

~~—(e) Unoccupied and has Housing and Building Code violations;~~

~~—(f) Unoccupied for a continuous period of time over 180 days.~~

~~—(B) *General.* The responsible party shall register the address of a vacant or abandoned building with the city after the building becomes vacant as defined in this chapter. Registration of a vacant building shall be renewed every calendar year that the building remains vacant. If a building remains unregistered after 180 days, staff shall first sent written notice to the recorded property owner to register a known vacant building by a specified deadline. Failure to register a vacant building or providing false information to the city shall be a violation of this chapter and shall result in a fine established by resolution of the City Council and/or issue a municipal infraction citation to the property owner.~~

~~—(C) *Registration.* Vacant building registration shall include the following information:~~

~~—(1) Address of the vacant building site and/or description of vacant portion;~~

~~—(2) Legal description of the property on which the vacant building is located;~~

~~—(3) Name(s) and address(es) of vacant building owner(s);~~

~~—(4) Names and addresses of all known lienholders and all other parties with an ownership interest in the building; and~~

~~—(5) Name, address and phone number of the agent designated to act on the behalf of a property owner in accepting legal processes and notices and in authorizing maintenance as required.~~

~~—(D) *Inspections.* The owner shall allow inspections upon request of the interior and exterior of the premises for the purposes of enforcing and assuring compliance with the provisions of this chapter and all other city codes. Right of entry is authorized by the International Building Code, 2015 Edition, [A] 104.6 and the International Fire Code, 2015 Edition, [A] 104.3.~~

~~—(E) *Registration fee.*~~

~~—(1) A vacant building registration fee shall be required at the time of building registration or renewal.~~

~~—(2) The fee shall be established by resolution of the City Council.~~

EXHIBIT B:

VACANT BUILDINGS

§ 150.100 Purpose and Intent.

The purpose and intent of this subchapter is to establish a vacant building registration and abatement program to serve as a mechanism for 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 this subchapter.

§ 150.101 Definition.

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

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.

§ 150.102 Registration.

No person or business shall own or maintain a vacant building in the City unless such person or business holds a current, unrevoked vacant building registration certificate, issued by the City of Newton for the specific named building. The owner and/or responsible party shall register the vacant building with the City no later than 30 calendar days after the building becomes vacant as defined in this subchapter. Vacant building registration shall include the following information:

- (A) Address of the vacant building, legal description of the property, parcel number, and/or description of the premises or the vacant portion;
- (B) Names, addresses, and contact information for all owners of the vacant building;
- (C) Names and addresses of all known lienholders and all other parties with an ownership interest in the building; and
- (D) Name, address, and contact information for any agent designated to act on behalf of the property owner(s) in accepting legal processes and notices and in authorizing maintenance as required; and
- (E) The period of time in which the building is expected to remain vacant and/or a plan and timeframe to comply with applicable city codes.

§ 150.103 Terms of Registration.

(A) Initial Registration Term. In accordance with the purpose and intent of this subchapter, there shall be no fee required for the initial registration of a vacant building. If the building remains vacant for a continuous period of 6 months after the initial registration date, an inspection of the building shall be completed by the Building Official and a fee will be charged.

(B) Recurring Registration Term. Except for the initial registration, every recurring vacant building registration term shall expire on the one-year anniversary of the most recent certificate

issuance date unless revoked at any time by the Building Official for noncompliance with any applicable city code.

(C) *Application for Renewal.* Before any vacant building registration certificate expires, an application for renewal shall be submitted by the owner or responsible party and an inspection shall be completed immediately thereafter.

(D) *Registration Fee.* The owner of a vacant building or the responsible party thereof shall pay a vacant building registration fee and associated administrative fees according to the sequence defined herein. Such fees shall be established by resolution of the Newton City Council and shall be required with each application for renewal.

(E) *Transfers.* Registrations may be transferred from one owner to another, provided a written notice of the transfer is given to the City within 30 working days of said transfer. If the transfer involves an initial term, the 6-month timeline will reset and a new certificate shall be issued. Registrations shall not be transferable from one building to another. No refund(s) shall be given to property owner(s) for a partial year of registration after a transfer or disposal of a vacant building.

(F) *Inspections.* The owner or owner's authorized agent shall allow inspection of the building upon request and shall allow annual inspection of the interior and exterior of the premises for the purpose of enforcing and assuring compliance with the provisions of this chapter and all other applicable city codes. Right of entry is authorized by the International Building Code, 2015 Edition, [A] 104.6 and the International Fire Code, 2015 Edition, [A] 104.3. Each vacant building shall be inspected by the designated inspector and conducted in accordance with the Vacant Building Program Administration Policy and in accordance with all applicable state and federal laws.

§ 150.104 *Exemptions.*

The following buildings are hereby exempted from the requirements of this subchapter until a time at which the applied qualifying element(s) described 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.

(C) *Property Subject to Immediate Change in Ownership Status.* A vacant building with an approved purchase agreement or an immediate pending sale 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.

§ 150.105 *Relationship of Registration to Other Codes.*

The issuance of a vacant building registration certificate shall not in any way signify or imply that the building conforms with any other applicable State of Iowa or City of Newton codes and ordinances nor shall it relieve the owner or responsible party of their obligations to ensure compliance with said codes and ordinances.

§ 150.106 *Penalty for Failure to Comply.*

(A) *Failure to Register.* Staff shall first send written notice to the recorded or registered property owner to submit a registration form for a known vacant building by a specified deadline. Failure to register or providing false information to the City shall constitute a violation of this chapter.

(B) *Failure to Renew.* An application for renewal of a vacant building registration may be submitted within 30 calendar days of an existing and current registration. If an application for renewal is not submitted to the City within 30 calendar days after the registration certificate expires, the owner(s) and responsible party may be subject to penalty.

(C) *Penalty.* Legal action may be pursued for owners failing to comply with the provisions of this chapter and for properties not brought into compliance with the adopted codes after a specific order from the Building Official. 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 property owner as defined by Newton Code § 10.99 PENALTY. Each day that the owner fails to register or renew a vacant building as required by this subchapter shall constitute a separate violation for which a fee or penalty may be issued.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____, 2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

City of Newton Council Report



Item:

First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 54 Waterworks, Section 54.19 Fee Schedule

Summary:

This ordinance would increase the fees for water to the Iowa Regional Utilities Association (IRUA) pursuant to the Water Works Cost of Service Study, submitted by Bolton & Menk, Inc. IRUA's water rates have not been increased since August 1, 2019.

Financial Impact:

Increased water revenues.

Report Number: 2024-279

Date:

March 18, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

The Newton Waterworks ("NWW") is a municipal water utility which was governed by a Board of Trustees starting in the 1950s and was tasked with providing an adequate supply of water to customers in the service area for domestic, commercial, industrial and firefighting purposes in an efficient, cost-effective and dependable manner. NWW entered into a Water Purchase Contract dated July 9, 1979, with the Jasper County Water Association, later known as the Iowa Rural Utilities Association (IRUA) doing business as the Central Iowa Water Association, and this contract was modified on September 12, 1979, August 9, 1994, December 17, 2004, and August 22, 2008, with the last modification extending the agreement until August 2048. In addition to the four modifications and the corresponding changes in the rates agreed to in those modifications, the rates that are charged to IRUA have increased four times since 2008, with the most recent rate increase implemented on August 1, 2019.

In January 2022, the NWW Board of Trustees entrusted the City of Newton with the day-to-day management of NWW on an interim basis. The NWW Board of Trustees determined that the City of Newton provided excellent service to the NWW customers in a cost-effective manner. At its March 18, 2022 meeting, the NWW Board of Trustees voted that the NWW Board of Trustees should be dissolved and that governance of NWW should be permanently placed with the Newton City Council. The NWW Board of Trustees was originally established by election of the voters pursuant to Iowa Code §388.2, and pursuant to Iowa Code §388.2(1)(b), a City can submit a proposal to discontinue the utility board at a general election, a regular city, election, or at a special election called for that purpose.

The City Council of the City of Newton, IA passed a resolution on April 18, 2022, setting a special City election on Tuesday, September 13, 2022, at which election the following question was submitted to the registered voters of the City of Newton, Iowa:

"Shall the Newton WaterWorks Board of Trustees be dissolved and the City Council of Newton, Iowa, in the County of Jasper, Iowa assume the obligations of managing and controlling the Newton WaterWorks."

The Jasper County Board of Supervisors canvassed the election on September 20, 2022, and declared the public measure to be adopted.

The original Water Purchase Contract in Section B(5) states that "the schedule of rates to be paid

by the Purchaser for water delivered are subject to modification annually commencing July 1, 1980.” The same section of the Water Purchase Contract also states the following: “Any increase or decrease in rates shall be based upon demonstrable increase or decrease in the costs of performance hereunder; provided, however, that such costs shall not include any increased capitalization of the Seller’s system.” In the same section of the Water Purchase Contract, the term capitalization “is defined as an arbitrary write-up or any expenditure by Seller for the sole and exclusive benefit of persons, firms or corporations other than the Purchaser.”

The City Council of the City of Newton, IA passed a resolution on October 16, 2023, awarding a professional services agreement for a water cost of service study from a professional engineering firm. This cost of service study was reviewed by the City Council of the City of Newton, IA and provided to IRUA for their review on March 12, 2024. This cost of service study provides a demonstrable increase in the costs of performance. The City Council of the City of Newton, IA, therefore, has the right under the Water Purchase Contract to increase the schedule of rates to be paid by IRUA.

Recommendation:

Staff recommends approval.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016,
TITLE V, CHAPTER 54 WATERWORKS, SECTION 54.19 FEE SCHEDULE**

WHEREAS, the Newton Waterworks ("NWW") is a municipal water utility which was governed by a Board of Trustees starting in the 1950's and was tasked with providing an adequate supply of water to customers in the service area for domestic, commercial, industrial and firefighting purposes in an efficient, cost-effective and dependable manner; and

WHEREAS, NWW entered into a Water Purchase Contract dated July 9, 1979 with the Jasper County Water Association, later known as the Iowa Rural Utilities Association (IRUA) doing business as the Central Iowa Water Association, and this contract was modified on September 12, 1979, August 9, 1994, December 17, 2004 and August 22, 2008, with the last modification extending the agreement until August of 2048; and

WHEREAS, in addition to the four modifications and the corresponding changes in the rates agreed to in those modifications, the rates that are charged to IRUA have increased four times since 2008, with the most recent rate increase implemented on August 1, 2019; and

WHEREAS, in January 2022, the NWW Board of Trustees entrusted the City of Newton with the day-to-day management of NWW on an interim basis; and

WHEREAS, the NWW Board of Trustees determined that the City of Newton provided excellent service to the NWW customers in a cost-effective manner; and

WHEREAS, at its March 18, 2022 meeting, the NWW Board of Trustees voted that the NWW Board of Trustees should be dissolved and that governance of NWW should be permanently placed with the Newton City Council; and

WHEREAS, the NWW Board of Trustees was originally established by election of the voters pursuant to Iowa Code §388.2; and

WHEREAS, Iowa Code §388.2 requires that a proposal to discontinue a utility board is subject to the approval of the voters of the City; and

WHEREAS, pursuant to Iowa Code §388.2(1)(b), a City can submit a proposal to discontinue the utility board at a general election, a regular city, election, or at a special election called for that purpose; and

WHEREAS, the City Council of the City of Newton, IA passed a resolution on April 18, 2022 setting a special City election on Tuesday, September 13, 2022, at which election the following question was submitted to the registered voters of the City of Newton, Iowa:

"Shall the Newton WaterWorks Board of Trustees be dissolved and the City Council of Newton, Iowa, in the County of Jasper, Iowa assume the obligations of managing and controlling the Newton WaterWorks."; and

WHEREAS, the Jasper County Board of Supervisors canvassed the election on September 20, 2022 and declared the public measure to be adopted; and

WHEREAS, the original Water Purchase Contract in Section B(5) states that "the schedule of rates to be paid by the Purchaser for water delivered are subject to modification annually commencing July 1, 1980;" and

WHEREAS, the same section of the Water Purchase Contract also states the following: "Any increase or decrease in rates shall be based upon demonstrable increase or decrease in the costs of performance hereunder; provided, however, that such costs shall not include any increased capitalization of the Seller's system;" and

WHEREAS, in the same section of the Water Purchase Contract, the term capitalization "is defined as an arbitrary write-up or any expenditure by Seller for the sole and exclusive benefit of persons, firms or corporations other than the Purchaser;" and

WHEREAS, the City Council of the City of Newton, IA passed a resolution on October 16, 2023 awarding a professional services agreement for a water cost of service study; and

WHEREAS, this cost of service study was reviewed by the City Council of the City of Newton, IA and provided to IRUA for their review on March 12, 2024; and

WHEREAS, this cost of service study provides a demonstrable increase in the costs of performance; and

WHEREAS, the City Council of the City of Newton, IA, therefore has the right under the Water Purchase Contract to increase the schedule of rates to be paid by IRUA.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 54, Section 54.19, “Fee Schedule” is hereby amended by adding or ~~deleting~~ the attached fee schedule.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on July 1, 2024, after its final passage, approval and publication as provided by law.

PASSED this 18th day of March, 2024.

APPROVED this 18th day of March, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the 18th day of March, 2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the 22nd day of March, 2024.

Dated this _____ day of March, 2024.

Katrina Davis, City Clerk

NEWTON WATERWORKS RATE SCHEDULE		
Water Rates - Inside city Limits		
Residential	\$ 11.45	Minimum, 0-200 cubic Foot (cf)
	\$ 2.87	Each 100 cf after first 200 cf
Commercial	\$ 11.45	Minimum, 5/8" to 1.5" Meter
	\$ 12.80	Minimum, 2" Meter
	\$ 39.76	Minimum, 3" Meter
	\$ 49.75	Minimum, 4" Meter
	\$ 73.05	Minimum, 6" Meter
	\$ 99.68	Minimum, 8" Meter
	\$ 2.87	Each 100 cf after first 200 cf
Water Rates - Outside City Limits		
Residential	\$ 14.31	Minimum, 0-200 cubic foot (cf)
	\$ 3.59	Each 100 CF after first 200 CF
Commercial	\$ 14.31	Minimum, 5/8" to 1.5" Meter
	\$ 16.00	Minimum, 2" Meter
	\$ 49.70	Minimum, 3" Meter
	\$ 62.19	Minimum, 4" Meter
	\$ 91.30	Minimum, 6" Meter
	\$ 124.59	Minimum, 8" Meter
	\$ 3.59	Each 100 cf after first 200 cf
Iowa Regional Utilities Association (IRUA)		
2019 Contract Rates-	\$ 33,982.00	Minimum, 0-31,000,000 gallons-
	\$ 1.14	next 14,000,000 gallons-
	\$ 1.17	next 48,000,000 gallons-
	\$ 1.23	all over 93,000,000 gallons-
	\$ 1.51	*per 1,000 gallons, over Peak 3,500,000 gpd-
*Two "over peak day" per month allowed at \$1.14/1000 gal. 3rd and all subsequent days in month in excess of peak shall be added to monthly bill at \$1.51/1000. A peak day usage is the 24 hr period to the following 12:00 midnight. Should catastrophic event occur, over peak rate shall be reviewed (includes broken main, etc.)		
Iowa Regional Utilities Association (IRUA)		
Effective July 1, 2024	<u>\$301,630 (\$9.73/1,000 gallons)</u>	<u>Monthly Minimum, 0 - 31,000,000 gallons</u>
	<u>\$9.73/1,000 gallons</u>	<u>next 14,000,000 gallons</u>
	<u>\$9.79/1,000 gallons</u>	<u>next 48,000,000 gallons</u>
	<u>\$304,110 (\$3.27/1,000 gallons)</u>	<u>Monthly Minimum, 93,000,000 gallons.</u>
	<u>\$3.34/1,000 gallons</u>	<u>All over 93,000,000 gallons</u>
		<u>All over peak usage of 3,500,000 gallons per day.</u>
		<u>(Only in the event that the 93 MG/Month Minimum is Reached. Otherwise, \$9.91/1,000 gallons)</u>
	<u>\$3.43/1,000 gallons</u>	
A peak day usage is the 24-hour period from 12:01 a.m. to the following 12:00 a.m. (midnight). Should a catastrophic event occur (includes broken main, etc.), the City of Newton will review that situation.		
Iowa Regional Utilities Association (IRUA)		
Effective July 1, 2025	<u>\$316,510</u>	
	<u>(\$10.21/1,000 gallons)</u>	<u>Monthly Minimum, 0 - 31,000,000 gallons</u>
	<u>\$10.21/1,000 gallons</u>	<u>next 14,000,000 gallons</u>
	<u>\$10.27/1,000 gallons</u>	<u>next 48,000,000 gallons</u>
	<u>\$318,990 (\$3.43/1,000 gallons)</u>	<u>Monthl Minimum, 93,000,000 gallons.</u>
	<u>\$3.50/1,000 gallons</u>	<u>All over 93,000,000 gallons</u>
		<u>All over peak usage of 3,500,000 gallons per day.</u>
		<u>(Only in the event that the 93 MG/Month Minimum is Reached. Otherwise, \$10.40/1,000 gallons)</u>
	<u>\$3.60/1,000 gallons</u>	
A peak day usage is the 24-hour period from 12:01 a.m. to the following 12:00 a.m. (midnight). Should a catastrophic event occur (includes broken main, etc.), the City of Newton will review that situation.		
Contracted, Lambs Grove Sewer Charges	\$ 24.00	Residential/Commercial Flat Charge
*Residents of City of Lambs Grove Only		
Non-Sufficient Funds	\$ 30.00	Returned NSF, Closed Account, Stop Pay, etc -
		Checks, ACH, Money Order, etc
Disconnection	\$ 25.00	Water is Shutoff for Non-Payment of Utility
Account Set Up Charge	\$ 10.00	Existing Service
	\$ 25.00	New Service (New Construction)
Past Discount	\$ 1.00	Discount on water if paid by Due Date
Late Charge	\$ 15.00	Late Charge subsequent to Disconnection

City of Newton Council Report

**Item:**

Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2024A

Summary:

Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2024A

Financial Impact:

Approves the Bond Purchase Agreement for the 2024A General Obligation Corporate Purpose Bonds, Series 2024A

Report Number: 2024-276

Date:

March 18, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council held a public hearing on March 4, 2024 in regards to issuing the 2024A General Obligation Corporate Purpose Bonds. Approving the Bond Purchase Agreement is the next step in the bonding process.

The projects included in the 2024A are listed below and consistent with the proposed CIP and FY25 Budget:

• Arbor Estates Phase 2	\$2,400,000
• Aurora Park LED Lighting	\$ 180,000
• Airport Joint & Crack Sealing	\$ 180,000
• Outdoor Warning Sirens	\$ 50,000
• Police & Fire Equipment (If no funds in ATE Program)	
• Phase 2 Westwood Clubhouse	\$ 500,000
• Tennis Court Resurfacing	\$ 430,000
• Mechanic Truck - Parks	\$ 56,000
• Library Furnace Replacement	\$ 29,000
• Large Scanner - Engineering	\$ 12,000
• Park Shelter & Restroom Upgrades	\$ 4,500

Recommendation:

Staff recommends approving the bond purchase agreement for the 2024A General Obligation Corporate Purpose Bonds.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

Resolution approving Bond Purchase Agreement for the sale of General Obligation
Corporate Purpose Bonds, Series 2024A

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, heretofore proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,100,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system, and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) acquiring equipment for the municipal police and fire departments; (d) undertaking improvements to municipal parks; (e) acquiring and installing public safety warning sirens; and (f) undertaking improvements to the municipal airport, and has published notice of the proposed action and has held a hearing thereon on March 4, 2024; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the “Golf Course Clubhouse Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$535,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking the municipal golf course Westwood Clubhouse Phase 2 Project, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 4, 2024, no petition had been filed with the City asking that the question of entering into the Golf Course Clubhouse Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement,” and together with the Essential Purpose Loan Agreement and the Golf Course Clubhouse Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (a) improving municipal tennis courts; (b) replacing the furnace at the municipal library; (c) acquiring a scanner for the municipal engineering department; and (d) acquiring a vehicle for the municipal parks and recreation department, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 4, 2024, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as Bond and Disclosure Counsel to the City to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2024A (the “Bonds”) in evidence of the obligations of the City under the Loan Agreement, and the City Council has made

provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co. (the “Underwriter”); and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to the City Council. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on April 1, 2024.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 18, 2024.

Mayor

Attest:

City Clerk

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a Bond Purchase Agreement for certain General Obligation Corporate Purpose Bonds, Series 2024A, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

Bond Purchase Agreement

\$[*]

City of Newton, Iowa
General Obligation Corporate Purpose Bonds, Series 2024A

[March 18,] 2024

City of Newton, Iowa
P.O. Box 399
101 W 4th Street South
Newton, Iowa 50208

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby agrees with you, the City of Newton, Iowa (the “Issuer”), as follows:

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement (the “Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of \$[*] in aggregate principal amount of the Issuer’s General Obligation Corporate Purpose Bonds, Series 2024A (the “Bonds”). The purchase price for the Bonds shall be \$[*] (representing the par amount of the Bonds, [plus] \$[*] of [net] original issue [premium], less an underwriter’s discount of \$[*]).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Bonds will be used for the purposes set forth in the Official Statement.

The Bonds will be issued and secured under the bond issuance resolution to be adopted by the Issuer on [April 1,] 2024 (the “Resolution”), and as described in the Official Statement. Pursuant to the Resolution, the Issuer has appointed BOKF, N.A., Lincoln, Nebraska, as the Registrar and Paying Agent for the Bonds.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated [March __,] 2024 (the “Preliminary Official Statement”), and the Official Statement, dated [March 18,] 2024, to be delivered pursuant to Section 8 hereof (collectively, the “Official Statement”).

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in the Official Statement.

3. *Delivery and Payment for the Bonds.* At or before 1:00 P.M., Central time, on [April 17,] 2024, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the

Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel (“Bond Counsel”). Such delivery is referred to herein as the “Closing.” The Bonds will be delivered as definitive fully registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Establishment of Issue Price.*

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Bonds.

(b) Except as set forth in Schedule A to Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the “initial offering price”), or at the corresponding yield, set forth in Schedule A to Exhibit A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Bonds to the public.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

a. The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa (the “State”) with the powers and authority, among others, set forth in Chapters 384 and 76 of the Code of Iowa, 2023, as amended (the “Act”), and with the power and authority to enter into this Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds.

b. (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Undertaking and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Purchase Agreement, the Continuing Disclosure Undertaking and the Bonds and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Official Statement; (iii) the execution and delivery of this Purchase Agreement, the

Continuing Disclosure Undertaking, the Bonds and the Resolution have been duly authorized, and this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

c. Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2023, in the results of operations or financial condition of the Issuer and the financial information contained in Appendix E to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

d. Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for the Issuer's Road Use Tax Revenue Bonds, Series 2024B, or for such borrowings as may be described in or contemplated by the Official Statement.

e. No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the "United States") as the Underwriter may designate.

f. The issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

g. Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally.

h. As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part.

i. The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

j. The Official Statement accurately describes in all material respects the Continuing Disclosure Undertaking for the Bonds by the Issuer (the “Continuing Disclosure Undertaking”).

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding their role and interests in connection with the purchase of the Bonds from the Issuer and their sale of the Bonds to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the “MSRB”); and (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or an agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer’s understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

k. Preliminary and Final Official Statement:

(i) As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12). The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement relating to DTC, the book entry system, or the Underwriter. By a resolution adopted [March 4,] 2024, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Bonds for sale to prospective purchasers of the Bonds.

(ii) As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

6. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

a. *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

(i) imposing federal income taxes upon the interest payable on the Bonds or obligations of the general character of the Bonds;

(ii) requiring the registration of the Bonds under the Securities Act of 1933, as amended;

(iii) changing the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(iv) materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

b. *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds;

(v) general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds; or

(vi) any national or international crisis (including financial crisis, including, without limitation, a downgrade of the sovereign debt rating of the United States by any major credit rating agency) shall have occurred, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or state bankruptcy laws by or against, the Issuer shall have occurred, which in the reasonable opinion of the Underwriter materially adversely affects the marketability of the Bonds.

c. *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect.

7. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

a. *Basic Documents.* The Resolution, the Continuing Disclosure Undertaking and this Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

b. *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date, have been performed by the Issuer; (ii) since June 30, 2023, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Official Statement; (iii) the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, (v) other than as set forth in the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance), stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Bonds, the Continuing Disclosure Undertaking or the Resolution; and (vi) such certifications with respect to the expenditure of the proceeds of the Bonds as may be requested by Bond Counsel in connection with the delivery of its opinion with respect to the tax-exemption of the interest on the Bonds.

c. *Opinion of Bond Counsel.* Dorsey & Whitney LLP, as Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

d. *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "THE BONDS" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS", "Appendix B – Form of Bond Counsel Opinion" and "Appendix C – Form of Continuing Disclosure Certificate" has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

e. *Opinion of Disclosure Counsel.* An opinion of Dorsey & Whitney LLP as Disclosure Counsel, addressed to the Underwriter and the Issuer that (A) the Bonds are exempt from registration and qualification under applicable existing Federal laws, (B) as of the Closing Date, no information had come to their attention which caused Disclosure Counsel to believe that the Official Statement (except for any

financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices A, D, E, [F or G] of the Official Statement, [any information about the municipal bond insurance policy or the insurer,] or any information about the book-entry system or DTC included in the Official Statement, as to which no opinion is expressed) contained or contains, as of its date, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (C) that, on the basis of the Continuing Disclosure Undertaking, the Underwriter is in compliance with paragraph (b)(5) of Rule 15c2-12.

f. *Reserved.*

g. *Rating.* Proof of receipt of [(i) an underlying] [a] rating on the Bonds of at least “[]” from S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC (“S&P”) [and (ii) an insured rating on the Bonds of at least “___” from S&P.]

h. [*Municipal Bond Insurance Policy.* Receipt of documents evidencing the payment of principal of and interest on the Bonds is guaranteed under a municipal bond insurance policy issued concurrently with the delivery of the Bonds by [Insurer].]

i. *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

8. *Official Statement; Compliance with Rule 15c2-12.*

a. The Issuer hereby ratifies and confirms that it has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph.

b. As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

c. To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter requests, but not more than twenty (20), and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

d. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement: the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Securities; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

e. The Issuer agrees that it will on or prior to the Closing Date execute and deliver (or adopt as a part of the resolution or ordinance authorizing the Bonds) a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as Appendix C to the Official Statement.

f. The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

g. To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement.

9. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and Disclosure Counsel; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 9 shall survive any termination of this Purchase Agreement.

10. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Newton, Iowa P.O. Box 399 101 W 4th Street South Newton, Iowa 50208 Attention: City Administrator
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If to the Representative:	D.A. Davidson & Co. 515 East Locust Street, Suite 200 Des Moines, Iowa 50309 Attention: Managing Director
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11. *Counterparts.* This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

12. *Contract for Benefit of Parties.* This Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

13. *Governing Law.* This Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

Accepted and agreed to this 18th day of March, 2024, at __: __.m.

CITY OF NEWTON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

SCHEDULE I

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE

<u>Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Price</u>
June 1, 20__	\$ _____	_____%	_____%

Term Bond due June 1, 20__ in a principal amount of \$____,000 bearing interest at ____% at a price of ____%.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

\$[*]

City of Newton, Iowa

General Obligation Corporate Purpose Bonds, Series 2024A

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement dated [March 18,] 2024 (the “Agreement”), between the Issuer and the Underwriter, the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities”.

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds, if any, listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([March 25,] 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.

(d) *Issuer* means the City of Newton, Iowa.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [March 18,] 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. ***Yield.*** As shown on the attached Schedules, the yield on the Bonds has been calculated to be [_____]%. Such calculations were made using software licensed to the Underwriter by a third party vendor.

5. ***WAM.*** The weighted average maturity of the Bonds is [_____] years. Such calculations were made using software licensed to the Underwriter by a third party vendor.

6. ***Computations.*** To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this
[April 17,] 2024.

D.A. DAVIDSON & CO.

By: _____

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

Hold-The-Offering-Price Maturities

[NONE]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[TO COME FOLLOWING 5-DAY HOLD FOR MATURITIES]

City of Newton Council Report

**Item:**

Resolution approving Bond Purchase Agreement for the sale of Road Use Tax Revenue Bonds, Series 2024B

Summary:

Resolution Approving Bond Purchase Agreement for the sale of Road Use Tax Revenue Bonds, Series 2024B

Financial Impact:

Approves the Bond Purchase Agreement for the 2024B Road Use Tax Revenue Bonds

Report Number: 2024-277**Date:**

March 18, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council held a public hearing on March 4, 2024 in regards to the issuance of the 2024B Road Use Tax Revenue Bonds, Series 2024B. Approval of the Bond Purchase Agreement and locking in interest rates is the next step in the bonding process.

The projects included in the 2024B are listed below:

- | | |
|----------------------------------|------------|
| • PCC Patching – Various Streets | \$ 810,000 |
| • S 8 Ave Mill & Overlay | \$ 225,000 |
| • W 8 St N Bridge Approach | \$ 165,000 |

Recommendation:

Staff recommends approval of the Bond Purchase Agreement for the 2024B Road Use Tax Revenue Bonds.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

Resolution approving Bond Purchase Agreement for the sale of Road Use Tax Revenue Bonds, Series 2024B

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City of Newton (the “City”), in Jasper County, State of Iowa, heretofore proposed to enter into a Road Use Tax Revenue Loan Agreement (the “Loan Agreement”) payable solely and only from future road use tax revenues and to borrow money thereunder in a principal amount not to exceed \$1,400,000 for the purpose of paying the costs, to that extent, of undertaking improvements to city streets and bridges, and has published notice of the proposed action and has held a hearing thereon on March 4, 2024; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as Bond and Disclosure counsel to the City to facilitate the sale of Road Use Tax Revenue Bonds, Series 2024B (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co. (the “Underwriter”); and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to the City Council. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on April 1, 2024.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 18, 2024.

Mayor

Attest:

City Clerk

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a Bond Purchase Agreement for certain Road Use Tax Revenue Bonds, Series 2024B and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

Bond Purchase Agreement

\$[*]

City of Newton, Iowa
Road Use Tax Revenue Bonds, Series 2024B

[March 18,] 2024

City of Newton, Iowa
P.O. Box 399
101 W 4th Street South
Newton, Iowa 50208

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby agrees with you, the City of Newton, Iowa (the “Issuer”), as follows:

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement (the “Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of \$[*] in aggregate principal amount of the Issuer’s Road Use Tax Revenue Bonds, Series 2024B (the “Bonds”). The purchase price for the Bonds shall be \$[*] (representing the par amount of the Bonds, [plus] \$[*] of [net] original issue [premium], less an underwriter’s discount of \$[*]).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Bonds will be used for the purposes set forth in the Official Statement.

The Bonds will be issued and secured under the bond issuance resolution to be adopted by the Issuer on [April 1,] 2024 (the “Resolution”), and as described in the Official Statement. Pursuant to the Resolution, the Issuer has appointed BOKF, N.A., Lincoln, Nebraska, as the Registrar and Paying Agent for the Bonds.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated [March __,] 2024 (the “Preliminary Official Statement”), and the Official Statement, dated [March 18,] 2024, to be delivered pursuant to Section 8 hereof (collectively, the “Official Statement”).

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in the Official Statement.

3. *Delivery and Payment for the Bonds.* At or before 1:00 P.M., Central time, on [April 17,] 2024, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the

Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel (“Bond Counsel”). Such delivery is referred to herein as the “Closing.” The Bonds will be delivered as definitive fully registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Establishment of Issue Price.*

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Bonds.

(b) Except as set forth in Schedule A to Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the “initial offering price”), or at the corresponding yield, set forth in Schedule A to Exhibit A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Bonds to the public.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

a. The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa (the “State”) with the powers and authority, among others, set forth in Chapters 384 and 312 of the Code of Iowa, 2023, as amended (the “Act”), and with the power and authority to enter into this Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds.

b. (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Undertaking and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Purchase Agreement, the Continuing Disclosure Undertaking and the Bonds and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Official Statement; (iii) the execution and delivery of this Purchase Agreement, the

Continuing Disclosure Undertaking, the Bonds and the Resolution have been duly authorized, and this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

c. Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2023, in the results of operations or financial condition of the Issuer and the financial information contained in Appendix E to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

d. Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for the Issuer's General Obligation Corporate Purpose Bonds, Series 2024A, or for such borrowings as may be described in or contemplated by the Official Statement.

e. No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the "United States") as the Underwriter may designate.

f. The issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

g. Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally.

h. As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part.

i. The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

j. The Official Statement accurately describes in all material respects the Continuing Disclosure Undertaking for the Bonds by the Issuer (the “Continuing Disclosure Undertaking”).

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding their role and interests in connection with the purchase of the Bonds from the Issuer and their sale of the Bonds to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the “MSRB”); and (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or an agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer’s understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

k. Preliminary and Final Official Statement:

(i) As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12). The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement relating to DTC, the book entry system, or the Underwriter. By a resolution adopted [March 4,] 2024, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Bonds for sale to prospective purchasers of the Bonds.

(ii) As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

6. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

a. *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

(i) imposing federal income taxes upon the interest payable on the Bonds or obligations of the general character of the Bonds;

(ii) requiring the registration of the Bonds under the Securities Act of 1933, as amended;

(iii) changing the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(iv) materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

b. *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds;

(v) general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds; or

(vi) any national or international crisis (including financial crisis, including, without limitation, a downgrade of the sovereign debt rating of the United States by any major credit rating agency) shall have occurred, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or state bankruptcy laws by or against, the Issuer shall have occurred, which in the reasonable opinion of the Underwriter materially adversely affects the marketability of the Bonds.

c. *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect.

7. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

a. *Basic Documents.* The Resolution, the Continuing Disclosure Undertaking and this Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

b. *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date, have been performed by the Issuer; (ii) since June 30, 2023, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Official Statement; (iii) the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, (v) other than as set forth in the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance), stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Bonds, the Continuing Disclosure Undertaking or the Resolution; and (vi) such certifications with respect to the expenditure of the proceeds of the Bonds as may be requested by Bond Counsel in connection with the delivery of its opinion with respect to the tax-exemption of the interest on the Bonds.

c. *Opinion of Bond Counsel.* Dorsey & Whitney LLP, as Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

d. *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "THE BONDS" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS", "Appendix B – Form of Bond Counsel Opinion" and "Appendix C – Form of Continuing Disclosure Certificate" has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

e. *Opinion of Disclosure Counsel.* An opinion of Dorsey & Whitney LLP as Disclosure Counsel, addressed to the Underwriter and the Issuer that (A) the Bonds are exempt from registration and qualification under applicable existing Federal laws, (B) as of the Closing Date, no information had come to their attention which caused Disclosure Counsel to believe that the Official Statement (except for any

financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices A, D, [E or F] of the Official Statement, or any information about the book-entry system or DTC included in the Official Statement, as to which no opinion is expressed) contained or contains, as of its date, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (C) that, on the basis of the Continuing Disclosure Undertaking, the Underwriter is in compliance with paragraph (b)(5) of Rule 15c2-12.

f. *Reserved.*

g. *Rating.* Proof of receipt of a rating on the Bonds of at least “[]” from S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC.

h. *Reserved.*

i. *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

8. *Official Statement; Compliance with Rule 15c2-12.*

a. The Issuer hereby ratifies and confirms that it has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph.

b. As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

c. To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter requests, but not more than twenty (20), and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

d. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer’s expense, such number of copies of the

supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement: the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Securities; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

e. The Issuer agrees that it will on or prior to the Closing Date execute and deliver (or adopt as a part of the resolution or ordinance authorizing the Bonds) a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as Appendix C to the Official Statement.

f. The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

g. To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement.

9. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and Disclosure Counsel; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 9 shall survive any termination of this Purchase Agreement.

10. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Newton, Iowa P.O. Box 399 101 W 4th Street South Newton, Iowa 50208 Attention: City Administrator
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If to the Representative:	D.A. Davidson & Co. 515 East Locust Street, Suite 200 Des Moines, Iowa 50309 Attention: Managing Director
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11. *Counterparts.* This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

12. *Contract for Benefit of Parties.* This Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

13. *Governing Law.* This Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

Accepted and agreed to this 18th day of March, 2024, at __: __.m.

CITY OF NEWTON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

SCHEDULE I

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE

<u>Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Price</u>
June 1, 20__	\$ _____	_____%	_____%

Term Bond due June 1, 20__ in a principal amount of \$____,000 bearing interest at ____% at a price of ____%.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

\$[*]

City of Newton, Iowa
Road Use Tax Revenue Bonds, Series 2024B

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement dated [March 18,] 2024 (the “Agreement”), between the Issuer and the Underwriter, the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities”.

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds, if any, listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([March 25,] 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.

(d) *Issuer* means the City of Newton, Iowa.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [March 18,] 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. ***Yield.*** As shown on the attached Schedules, the yield on the Bonds has been calculated to be [_____]%. Such calculations were made using software licensed to the Underwriter by a third party vendor.

5. ***WAM.*** The weighted average maturity of the Bonds is [_____] years. Such calculations were made using software licensed to the Underwriter by a third party vendor.

6. ***Computations.*** To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this
[April 17,] 2024.

D.A. DAVIDSON & CO.

By: _____

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

Hold-The-Offering-Price Maturities

[NONE]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[TO COME FOLLOWING 5-DAY HOLD FOR MATURITIES]

City of Newton Council Report

**Item:**

Resolution authorizing amendments to the City of Newton Employee Handbook regarding employment of family members

Summary:

Updating the Hiring of Family Members policy

Financial Impact:

None

Report Number: 2024-282**Date:**

March 18, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The current policy does not allow the hiring of family members within the same department. It doesn't take into consideration different divisions within that department or chain of command. An example that would exclude the hiring of family members would be an individual at Water Pollution Control and their relative at Water Treatment. These employees would never work together. However, they would be in the same department. The staff have seen instances where it was potentially a detriment to hiring the best person for the job when it wasn't going to cause a supervisory conflict.

The City of Newton wants to hire the best person for a position and can foresee having a situation with a candidate that we feel would be a great loss of talent if we were not able to hire them. The proposed policy, Hiring Family Members, would not change the current policy but would allow for a Department Director to appeal the situation to the City Administrator for written approval depending on the situation.

In looking at comparable cities, Fort Dodge, Marshalltown, & Des Moines only address supervisory situations; Burlington's is similar to the proposed policy changes and Indianola is like our current policy, not allowing in the same department.

Recommendation:

It is recommended to approve the proposed policy changes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION AUTHORIZING AMENDMENTS TO THE CITY OF
NEWTON EMPLOYEE HANDBOOK REGARDING EMPLOYMENT OF
FAMILY MEMBERS

WHEREAS, the current policy has not allowed the hiring of family members within the same department. It doesn't take into consideration different divisions within that department or chain of command; and

WHEREAS, staff has seen instances where it was potentially a detriment to hiring the best person for the job when it wasn't going to cause a supervisory conflict.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, approval of the proposed changes to the City of Newton Employee Handbook.

3.8 Employment of Family Members

~~The City believes that the employment of family members in the same department creates potential problems including favoritism in initial employment, job assignment, promotion, and pay increases; morale problems; reduced work productivity; conflicts of interest and difficulties in administration of discipline. This policy seeks to assure that City employees are hired on the basis of their qualifications for their position. The City recognizes that employing family members in positions where one is responsible for supervising or evaluating the work performance of another relative has the potential to create a conflict of interest in the workplace. The purpose of this policy is to prevent those conflicts from occurring. Therefore, it is the policy of the City that no relatives shall be hired or transferred under the following conditions:~~

~~1. When one family member would supervise or evaluate the other; or~~

~~2. When one family member would supervise or evaluate the immediate supervisor of the other.~~

~~3. "Family member(s)" are defined as: mother, father, brother, sister, spouse, domestic partner, children, aunts, uncles, nieces, nephews, first cousins, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, half-brother, half-sister, grandparent, and grandchild. Relationships created by adoption are included.~~

~~4. "Family relationship" means the employment of two or more family members within the same department.~~

~~35. "Department" means Administration, Finance & Economic Development, Community Development, Fire, Legal, Library, Police, Utilities, and Public Works.~~

~~46. "Employee" means all full-time and part-time employees and does not include temporary employees.~~

~~57. No individual shall be an applicant for a position in a department or be employed by a department of the City if a family relationship will be created by such employment unless written approval is granted by the City Administrator.~~

~~68. No employee shall be promoted or transferred into a department if a family relationship will be created by such a promotion or transfer unless written approval is granted by the City Administrator.~~

~~79. If a family relationship is created by the marriage of two employees, the two employees will be given the option of deciding who will transfer, if possible, or who will terminate employment unless written approval is granted by the City Administrator. If the decision cannot be made by the two employees, department seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated. If a family relationship is created by marriage between an employee and a non-employee, the employee who became married must transfer, if possible, or terminate employment unless written approval is granted by the City Administrator.~~

~~8~~10. Each applicant for employment and each employee seeking a promotion or transfer shall certify in writing prior to their employment, promotion, or transfer a list of all family members employed by the City on the date of completion of the Employment of Family Members certification form.

~~9~~11. If an applicant or employee is hired, transferred or promoted, and it is determined later that the applicant or employee falsified, knowingly or unknowingly, his/her Employment of Family Members certification form, such applicant or employee shall be subject to discharge.

~~40~~12. The continued employment of a person with a family relationship existing on the effective date of this policy shall not be affected by this policy.

~~13~~ An employee with a family relationship on the effective date of this policy shall not be denied eligibility for promotion within that department on the basis of this policy.

~~14~~ This policy shall not apply to a person who is on a certified eligibility or who has applied for a City position prior to or on the effective date of this policy.

~~13~~15. This policy shall not apply to an employee who is involuntarily forced into a family relationship within a department.

PASSED this _____ day of March, 2024

APPROVED this _____ day of March, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING COLLECTIVE BARGAINING
AGREEMENT WITH TEAMSTERS LOCAL 120

WHEREAS, the existing agreement with the Teamsters Local 120 terminates June 30, 2024; and

WHEREAS, there is an agreement with the Teamsters Local 120 which was negotiated following the guidelines that the City Council had previously set;

NOW THEREFORE BE IT RESOLVED that the new agreement with the Teamsters Local 120 for the period of July 1, 2024 through June 30, 2029 be approved.

PASSED this _____ day of March 2024

APPROVED this _____ day of March, 2024

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

AGREEMENT
CITY OF NEWTON
AND
TEAMSTERS LOCAL 120



JULY 1, 2024 – JUNE 30, 2029

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ARTICLE -1

PREAMBLE

This Agreement is executed by the City of Newton, Iowa, (hereinafter known as the “Employer”) and Teamsters Local 120, affiliated with the International Brotherhood of Teamsters, (hereinafter known as the “Union”).

The Employer, the Union and the Employee, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Newton, Iowa.

The Employer, the Union and the Employee, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of municipal government and municipal service in the City of Newton.

ARTICLE -2

DEFINITIONS

- Sec. 1. A part-time employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement. It is further agreed that such part-time employees are not to be used to deny regular employees of overtime work.
- Sec. 2. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of the Agreement.
- Sec. 3. A probationary employee is one who has not completed one hundred eighty (180) days of continuous service with the Employer. During the probationary period, such employee may be terminated at the discretion of the Employer and the Employer may otherwise discipline, lay-off, or suspend such probationary employee for any just cause. The one hundred eighty (180) day probationary period may not be extended without mutual agreement of the Union, the employee and the City.
- Sec. 4. A regular employee is an employee who has completed the probationary period.
- Sec. 5. Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.
- Sec. 6. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

ARTICLE – 3

RECOGNITION

- Sec. 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case No. 8489, to wit:

Equipment Operator, Mechanic, Groundskeepers, Scale Operator.

ARTICLE – 4
HOURS OF WORK AND OVERTIME

- Sec. 1. The normal guaranteed work week for employees is forty (40) hours per week, average over fifty-two (52) weeks, exclusive of unpaid lunch periods.
- Sec. 2. Eight consecutive hours of work, exclusive of the meal period, within the twenty-four (24) hour period beginning at 11:00 P.M., shall constitute the normal work day.
- Sec. 3. All work in excess of forty (40) hours per week performed by non-exempt employees shall be considered overtime, except as modified herein. Holidays contained herein, except for the two floating holidays taken in the same manner as vacation, will count towards the 40-hour work week.
- Sec. 4. All overtime work must be authorized by management.
- Sec. 5. Each employee shall be granted two (2) fifteen (15) minute rest periods during each work day at times scheduled by the Employer. Employees are encouraged to utilize a location nearest the current job site. Employees will receive an unpaid meal period up to one (1) hour as agreed by the work unit and supervisor during each work day at times scheduled by the Employer.
- Sec. 6. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. The Employer shall give the union as much advance notice as possible of any major change of working conditions. Excessive changing of regular working hours shall be subject to the grievance procedure.
- Sec. 7. Overtime for non-exempt employees will be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. However, the employee may request compensatory time off based on one and one-half (1½) hours off for each hour of overtime credit. The time off allowed must be taken at a time mutually agreeable to the employee and the supervisor.
- An employee may not accumulate compensatory time in excess of one hundred and four (104) hours per year. Any employee working overtime after having accumulated one hundred and four (104) hours of compensatory time may be required to take the additional overtime in overtime pay. Compensatory time accrual is limited to one hundred and four (104) at any time unless otherwise authorized by the Public Works or Community Development Director and may be carried over from one year to the next.
- Sec. 8. Anytime that an hourly employee is called to work outside normal work hours, the employee shall be paid for a minimum of three (3) hours starting at the time reported to work at the rate of time and one-half (1½) the employee's regular rate of pay.
- Sec. 9. The workweek shall begin at 11:00 P.M. Sunday.
- Sec. 10. Working scheduled day off. Employees required to work outside of their established, basic normal or regular work day or work week, will be paid at the rate of (1½) one and one-half times their regular rate of pay.

ARTICLE – 5
HOLIDAYS

- Sec. 1. Subject to and in accordance with the provisions of this Article, all regular and probationary employees shall be granted holiday pay or a working day off for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and day after Thanksgiving, and Christmas Day. Each employee shall take one (1) floating holiday per year, to be set by the Mayor, and two (2) floating holidays to be taken and scheduled in the same manner as a day of vacation.
- Sec. 2. For shift employees, that is, employees who work in a classification where it is required that there be employees on duty seven (7) days per week, holiday will begin at 12:01 A.M. on the day of the holiday and shall end at 11:59 P.M.
- Sec. 3. All employees shall be paid for eight (8) hours at their regular hourly rate of pay for observance of the above holidays. All work performed by an employee on a holiday will be compensated at regular pay plus one and one-half (1½) times the employee's regular rate of pay which equates to two and one-half (2½) times the employees' regular rate of pay. Work on a holiday in excess of eight (8) hours will be compensated at a rate of two and one-half (2½) times the employee's regular rate of pay. In no case will an employee be paid more than two and one-half (2½) times the employee's regular rate of pay for work performed on a holiday. Compensatory time off in lieu of the one and one-half (1½) time payment may be taken at a time mutually agreed to between the employee and the supervisor. In such cases, the agreed upon compensatory time off shall equal one to and one half (1½) times the hours worked on the holiday.
- Sec. 4. If a holiday falls on a shift employee's regularly scheduled day off, at the employee's option, that employee will receive one (1) working day off at a time mutually agreed to between the employee and the Supervisor, or shall be granted one (1) working day's pay at the employee's regular rate of pay.
- Sec. 5. For non-shift employees, when one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.
- Sec. 6. In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless excused.

ARTICLE – 6
VACATION

- Sec. 1. Subject to and in accordance with the provisions of this Article, paid vacations will be granted to employees after continuous active service pursuant to the following schedule:
- a) An Employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his most recent date of hire shall be given eighty-eight (88) hours vacation with pay at his regular hourly rate.
 - b) An Employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of his most recent date of hire shall be given one hundred twenty-eight (128) hours vacation with pay at his regular hourly rate.

- c) An Employee in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of his most recent date of hire shall be given one hundred sixty-eight (168) hours vacation with pay at his regular hourly rate.
- d) An Employee in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of his most recent date of hire shall be given two hundred and eight (208) hours vacation with pay at his regular hourly rate.

Sec. 2. All employees are encouraged to take earned vacation time prior to their next anniversary date. No employee shall be entitled to vacation pay in lieu of vacation, except that a regular employee whose services are terminated for any reason shall be paid for any vacation earned and not previously taken.

Sec. 3. All vacation requests must be made at a minimum of one month (30 days) in advance of the dates being requested. In addition, the following rules shall apply to vacation scheduling:

- a. Senior personnel will have first choice in scheduling vacation, but must do so by March 31st. After March 31st, vacations will be scheduled on a first come – first served basis.
- b. No more than 2 persons shall be scheduled off at any one time.
- c. Approval or denial of vacation request shall be provided by the supervisor within 5 working days after the request is made, except such time may be extended to allow for the provisions in (a) above.

Vacation requests should be made on a vacation request form.

Sec. 4. In the event that an employee is not able to take all or part of his vacation, the employee will be allowed to carry over not to exceed fifteen (15) working days of vacation. Therefore, an employee may show on his check stub up to his annual vacation accrual plus fifteen (15) working days' vacation accrual at any point in time.

Sec. 5. In the event that holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE – 7

LEAVES OF ABSENCE

Sec. 1. Sick Leave:

- a) Sick leave shall be accrued at the rate of one (1) day per month (8 hours) up to a maximum accumulation of 120 days.
- b) Employees shall be eligible for sick leave on the following basis:
 - 1) All sick leave usage during the term of the fiscal year shall be paid at the rate of 100% of the employee's regular pay.

- 2) It is understood by the parties that employees who are required to make monthly visits to their doctor and furnish a doctor's statement verifying this requirement shall receive 100% of their sick leave for such time used for said visits.
- c) The employer reserves the right to require a physician's signature for an absence due to sickness.
- d) The City will administer policies with the requirements of the Family Medical Leave Act (FMLA).
- e) No employee is entitled to any compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the City in connection with unused sick leave time.
- f) To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's work day. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- g) If there has been no sick leave used during each fiscal quarter, the employee will be awarded one hundred and eighty dollars (\$180) per quarter bonus on the employee's first paycheck thereafter.
- h) At the time of sick leave bonus payment as outlined in Subsection(g), if an employee has not worked at least one full day during the quarter because of job related injury absence, that employee will not be eligible for sick leave bonus for that quarter.
- i) Sick leave may be used for scheduled doctor's appointment or medical emergencies of members of the immediate family which includes spouse, children, brother, sister, parents, grandparents, stepchildren and stepparents. Use of sick leave for the above referenced family members shall be limited to a total of five (5) days per year. This time off will affect the employee's quarterly sick leave bonus.

Sec. 2. Funeral Leave: An employee will be granted three (3) working days of funeral leave, to make necessary arrangements and to attend the funeral of the employee's spouse, parents, step parents, children, step children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, or spouse's grandparents. An additional seven (7) calendar days of funeral leave will be granted in case of the death of the employee's spouse, parents, step parents, children, step children, mother-in-law and father-in-law. Not more than two (2) days of sick leave may be used as outlined above for additional funeral leave. Sick leave used for funeral leave as outlined above shall not count against an employee's sick leave bonus for the period in which the leave is taken.

Sec. 3. Maternity Leave: (See Section 1 (d), above.)

Sec. 4. Other Leaves of Absence: Leave without pay may be authorized up to ninety (90) consecutive calendar days by the department head. Employer will meet and confer with the Union prior to granting any such leave. An extension of such leave may be considered at the end of the period, based upon the circumstances at that time.

Sec. 5. Family and Medical Leave Act of 1993:

The City shall comply with the Family Medical Leave Act and its implemented regulations.

ARTICLE - 8
JURY DUTY

- Sec. 1. Employees shall promptly notify their supervisor when they are called to serve on a jury.
- Sec. 2. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage and expenses.
- Sec. 3. Any employee who is summoned for jury duty but is not selected, or any employee who is released from jury duty by 12:00 noon is required to report for work the same afternoon, and night shift personnel shall report at the beginning of their shifts. An employee will not be required to report to work before going to jury duty and will be allowed one hour to return to work after release from jury duty.

ARTICLE - 9
DISCHARGE

- Sec. 1. No employee shall be discharged without just cause.

ARTICLE - 10
COMPENSATION

- Sec. 1. The regular rates of pay for each classification of employees are set out in Appendix A, which is attached hereto and by this reference made a part hereof. Appendix B specifies additional compensation for State Certified Landfill Operator and IMSA Traffic Signal Electrician Level II Certification. Appendix C establishes a longevity schedule and monthly longevity compensation for all eligible bargaining unit employees. All employees will be paid by the hour for all hours worked.
- Sec. 2. The rate of pay for all positions has been converted to an hourly basis for use in Appendix A.
- Sec. 3. New employees with prior relevant experience may be started at a step which reflects this experience in their grade. The progress of all new employees will be reviewed after six (6) months, and again after one (1) year, based upon their performance. All steps will be one-year steps with step movement on the anniversary date of hire.
- Sec. 4. In any case, where any employee is not advanced as set out in Appendix A, taking into account the above, the reasons for this shall be explained to the employee in writing, and denial of a scheduled advancement may be grieved.
- Sec. 5. If an employee temporarily works out of class in a position with a higher pay grade at the direction of the supervisor, the employee will receive the higher hourly rate and the same seniority and step for the time he works in the higher class.
- Sec. 6. Job Progression – All employees hired into a classification shall remain in that classification until such time as a promotion is awarded. An employee hired as a Groundskeeper I shall promote to a Groundskeeper II upon achieving all criteria required in the Groundskeeper II job description. There will only be one employee assigned as a Groundskeeper III.

ARTICLE - 11
WELLNESS

The City shall establish a committee to promote wellness. The number of members on the committee from the Union will be similar to the number represented by other departments and unions within the City if the Union so desires.

ARTICLE - 12
SENIORITY

Sec. 1. The term seniority means the employee's continuous service beginning with the last date of hire within this bargaining unit.

ARTICLE - 13
GRIEVANCE PROCEDURE

Sec. 1. A grievance is defined as any dispute or disagreement arising between the parties as to the application, or interpretation of, or compliance with the terms of this Agreement. The Employer and the Union agree that every effort will be made to settle such grievance promptly, in the lowest step possible, as outlined below. All grievances must be made known to the party within seven (7) working days after the aggrieved party could have had knowledge of the occurrence. For purposes of this article, working days shall be defined as Monday through Friday, exclusive of scheduled holidays.

If a Union Business Agent elects to file a grievance on behalf of the members, such grievance will be initiated at the step 3 level.

The City's response(s) to grievances shall be filed with the person, Union Steward or Business Agent, who filed the grievance.

Sec. 2. The grievance procedure shall be as follows:

Step 1. The grievance shall be presented in writing for discussion between the appropriate supervisor, the employee and (if requested by the employee) the employee's steward or Union Representative, within seven (7) working days after knowledge of the event giving rise to the grievance. The supervisor shall respond within seven (7) working days after such conference. The failure of the supervisor to reply within said seven (7) working days period shall be deemed a denial of the grievance, which may then be appealed to the next step.

Step 2. If such grievance is not resolved in Step 1, aggrieved employee may appeal. The employee or his steward or Union Representative shall within seven (7) working days following completion of Step 1, present the grievance in writing to the department head or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The department head or his representative shall investigate the grievance and issue a decision in writing within a period of seven (7) working days. The failure of the department head or his representative to issue a written decision within said seven (7) working days shall be deemed a denial of the grievance which may then be appealed to the next step. Copies of such grievance and the reply are to be filed with the City Administrator.

Step 3. A grievance not settle in Step 2 may be appealed. The employee or his Union Representative shall, within seven (7) working days of receipt of the decision specified in Step 2, or, if no written decision was made then within seven (7) working days after such decision could have been issued, present the grievance in writing to the City Administrator. A meeting concerning the grievance shall be held within seven (7) working days unless the time is extended by mutual agreement. This meeting shall be closed to the public. The City administrator shall investigate the grievance and issue a decision in writing within ten (10) working days. The failure of the City Administrator to issue a written decision within said ten (10) working days shall be deemed a denial of the grievance which may then be appealed to the next step.

Step 4. Within ten (10) working days, the Employer or the Union may call for the grievance to be placed before an arbitrator. Within five (5) working days following notice of appeal to arbitration, either party may request the Federal Mediation and Conciliation Service to name five (5) arbitrators. After a toss of a coin to decide which party shall move first, the parties shall alternately strike one name from the list until one name remains. The person whose name remains shall be the designated arbitrator. The decision of the arbitrator will be final and binding to both Union and Employer.

The Arbitrator's decision must be based upon the interpretation of the provision of the agreement and the Arbitrator shall have no power to add to, take from, amend, modify, or alter this Agreement. It is agreed that the Arbitrator can act only on one (1) grievance at one (1) time, and grievances shall not be grouped or combined, unless mutually agreed to by both parties. The cost of the Arbitrator and any other expenses mutually incurred shall be borne equally by the parties hereto. Failure to present a grievance or appeal a decision within the specified time limits shall render the matter resolved and not subject to further appeal.

ARTICLE - 14 **LICENSES AND EDUCATION**

Licenses: If the maintenance of a state approved license is a condition of employment established by the Employer, it is the employee's responsibility to ensure he has completed all requirements for renewal of the license or certification.

ARTICLE - 15 **HEALTH AND SAFETY**

- Sec. 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.
- Sec. 2. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.
- Sec. 3. Any employee operating a motor vehicle or other equipment shall immediately report any defect in said equipment, or the absence of any equipment or supplies in said equipment to the supervisor.
- Sec. 4. Employees shall use equipment furnished by the Employer properly and shall return to the Employer any equipment issued to the employee at such time as the employment is terminated.

ARTICLE - 16
WORK STOPPAGE

- Sec. 1. Neither the Union nor the Employees in the bargaining unit will instigate, promote, sponsor, engage in or condone any strike, slowdown, work stoppage, or illegal picketing, or any other intentional interruption of the work of the Employer.
- Sec. 2. In the event that any Employee or group of Employees covered by this Agreement shall, during its term, participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon notification to the Union business representative, by the Employer to direct such employee or group of employees to cease such activities and resume work at once.

ARTICLE - 17
LIMITATIONS

- Sec. 1. Should any portion of this Agreement be rendered invalid by State or Federal Legislation or Court action, the remainder of the Agreement shall remain in full force and effect for the life of the Agreement.
- Sec. 2. In the event of any action imposed upon the Employer by the State of Iowa or the Government of the United States relating to a freeze or to reduction or elimination of the General Revenue Sharing Act (State and Local Fiscal Assistance Act of 1972, 31. 1221 et seq.; 86 Stat. 919), shall unless waived by the Employer, be cause for reopening negotiations of this contract, in order to reduce operating costs, with the maintenance of a balanced budget of the City as the goal of both Employer and Union.

ARTICLE - 18
UNIFORMS

- Sec. 1. It will be left up to the individual Supervisor if employees will be allowed to wear shorts.
- Sec. 2. All employees shall receive an allowance for the cost of safety shoes and/or overshoes, work-related outerwear, and clothing for employees not to exceed \$700 (includes taxable gross up to cover income and/or sales taxes) with 100% to be paid in a separate check on the first pay period after July 1st.
- Sec. 3. Employees shall not wear city-logo clothing in conducting personal/household work.

ARTICLE - 19
WHOLE AGREEMENT

- Sec. 1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity to make requests and proposals with respect to all areas of collective bargaining not removed by law from the area of collective bargaining. Accordingly, this Agreement and the attachments and appendices referenced in the body of the Agreement constitutes the sole and entire existing agreement between the parties, and supersedes all prior agreements, commitments and practices.

ARTICLE - 20
DRUG AND ALCOHOL TESTING

- Sec. 1. Drug and alcohol testing shall be implemented for employees who are required to hold a Commercial Driver's License (CDL) for their City job. Implementation shall be in accordance with applicable Federal and State laws and regulations.

ARTICLE - 21
STEWARDS

- Sec. 1. The employer recognizes the right of the Local Union to designate one job steward and an alternate from the Employer's seniority list of employees.
- Sec. 2. The authority of job steward and alternate so designated by the Local Union shall be limited to and shall not exceed the following duties and activities.
1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provision of the collective bargaining agreement.
 2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information.
 - (A) have been reduced to writing, or
 - (B) if not reduced to writing, are of a routine nature.
 - (C) The job steward or his alternate may process grievances with his Employer in accordance with the grievance procedure hereinafter described with due consideration of time spent on such matters.

EFFECTIVE PERIOD

Sec. 1. This Agreement shall be effective on July 1, 2024 and shall continue through June 30, 2029. The contract should be open for wage negotiation to be effective July 1, 2027 and July 1, 2028. Should either party wish to modify this Agreement, effective after June 30, 2029, that party shall notify the other party in writing no later than August 1, 2028, so that effective bargaining can take place prior to the budget preparation process of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20____.

CITY OF NEWTON, IOWA

TEAMSTERS LOCAL UNION No. 120

BY: _____
MAYOR

BY: _____

BY: _____
City Administrator

BY: _____

Attest:

BY: _____

City Clerk

BY: _____

BY: _____

APPENDIX A

Monthly salaried positions have been converted to an hourly basis for use in these schedules, but will remain salaried.

Effective July 1, 2024: Teamster Union Wage Schedule on an Annual Hourly Basis (2,080 Hours) at 4% (Scale Operator 3%)								
		Start	1 year	2 year	3 year	4 year	5 year	
1	Groundskeeper I	\$47,482	\$49,024	\$50,754	\$52,486	\$54,382	\$56,301	
	Street Laborer	\$22.83	\$23.57	\$24.40	\$25.23	\$26.15	\$27.07	
2	Groundskeeper II	\$52,563	\$54,462	\$56,482	\$58,480	\$60,649	\$62,817	
		\$25.27	\$26.18	\$27.16	\$28.12	\$29.16	\$30.20	
3	Scale Operator	\$55,939	\$57,918	\$60,090	\$62,190	\$64,459	\$66,854	
		\$26.89	\$27.85	\$28.89	\$29.90	\$30.99	\$32.14	
4	Equipment Operator	\$56,482	\$58,480	\$60,674	\$62,794	\$65,085	\$67,503	
	Groundskeeper III (Lead)	\$27.16	\$28.12	\$29.17	\$30.19	\$31.29	\$32.45	
5	Mechanic	\$62,817	\$65,210	\$67,552	\$70,116	\$72,704	\$75,836	
		\$30.20	\$31.35	\$32.48	\$33.71	\$34.95	\$36.46	
Effective July 1, 2025: Teamster Union Wage Schedule on an Annual Hourly Basis (2,080 Hours) at 3%								
		Start	1 year	2 year	3 year	4 year	5 year	
1	Groundskeeper I	\$48,906	\$50,495	\$52,277	\$54,061	\$56,013	\$57,990	
	Street Laborer	\$23.51	\$24.28	\$25.13	\$25.99	\$26.93	\$27.88	
2	Groundskeeper II	\$54,140	\$56,096	\$58,177	\$60,235	\$62,468	\$64,702	
		\$26.03	\$26.97	\$27.97	\$28.96	\$30.03	\$31.11	
3	Scale Operator	\$57,617	\$59,655	\$61,893	\$64,056	\$66,393	\$68,860	
		\$27.70	\$28.68	\$29.76	\$30.80	\$31.92	\$33.11	
4	Equipment Operator	\$58,177	\$60,235	\$62,494	\$64,678	\$67,038	\$69,528	
	Groundskeeper III (Lead)	\$27.97	\$28.96	\$30.05	\$31.10	\$32.23	\$33.43	
5	Mechanic	\$64,702	\$67,166	\$69,579	\$72,219	\$74,885	\$78,111	
		\$31.11	\$32.29	\$33.45	\$34.72	\$36.00	\$37.55	
Effective July 1, 2026: Teamster Union Wage Schedule on an Annual Hourly Basis (2,080 Hours) at 3%								
		Start	1 year	2 year	3 year	4 year	5 year	
1	Groundskeeper I	\$50,374	\$52,010	\$53,845	\$55,682	\$57,694	\$59,730	
	Street Laborer	\$24.22	\$25.00	\$25.89	\$26.77	\$27.74	\$28.72	
2	Groundskeeper II	\$55,764	\$57,778	\$59,922	\$62,042	\$64,342	\$66,643	
		\$26.81	\$27.78	\$28.81	\$29.83	\$30.93	\$32.04	
3	Scale Operator	\$59,346	\$61,445	\$63,750	\$65,978	\$68,385	\$70,926	
		\$28.53	\$29.54	\$30.65	\$31.72	\$32.88	\$34.10	
4	Equipment Operator	\$59,922	\$62,042	\$64,369	\$66,618	\$69,049	\$71,614	
	Groundskeeper III (Lead)	\$28.81	\$29.83	\$30.95	\$32.03	\$33.20	\$34.43	
5	Mechanic	\$66,643	\$69,181	\$71,666	\$74,386	\$77,132	\$80,454	
		\$32.04	\$33.26	\$34.45	\$35.76	\$37.08	\$38.68	

APPENDIX B

Employees holding the following certifications may receive pay in addition to their regular hourly rate of pay. The City shall determine how many employees it requires to hold particular certifications and only compensate the number of employees it requires. The following is a schedule of pay, in addition to the rates set in the Wage Schedule:

<u>State Certification Grade</u>	<u>Additional Pay</u>
State Certified Landfill Operator	25 cents per hour
IMSA Traffic Signal Electrician Level II Certification	45 cents per hour
Pesticide/Herbicide	25 cents per hour
Certified Pool Operator	25 cents per hour

Each employee assigned to a night shift shall receive an additional thirty-five cents (\$0.35) per hour for all work performed between 6:00 PM and 6:00 AM while so assigned.

APPENDIX C

In addition to other compensation listed in Appendixes A and B, eligible bargaining unit employees will receive additional monthly compensation as specified on the following longevity schedule. For purposes of longevity, seniority rules and definitions as contained in Article 13, Sec. 1, shall apply.

Monthly Longevity Schedule

<u>Years of Service</u>	<u>Monthly Longevity</u>
6 Years	\$20
8 Years	\$30
10 Years	\$40
12 Years	\$50
14 Years	\$60
16 Years	\$70
18 Years	\$80
20 Years	\$90
22 Years	\$100
24 Years	\$110
26 Years	\$120
28 Years	\$130
30 Years	\$140