

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S., Newton, IA 50208
Mediacom Channels: 12/85/121.12, Website Livestream:
Newtongov.org / I want to “view” Livestream of City
Council Meetings (www.newtongov.org/cablecast).

April 04, 2022 6:00 p.m.

- | | |
|------------------------------|--|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamation | 2. Fair Housing Month |
| Presentations | 3. Newton Chamber of Commerce – Amanda Price, Executive Director |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | <div>5. March 21, 2022 Regular City Council Meeting Minutes</div> <div>6. Approve Liquor Licenses for the following: Class C Beer Permit, Class B Native Wine Permit, Sunday Sales, Newton KOA, 1601 E 36th St S.</div> <div>7. Approve Cigarette/Tobacco Retail Permits for Two Hy-Vee Pop-up Stores, 3333 Rusty Wallace Dr.</div> <div>8. Resolution adopting 2022 S15 Supplement To the “Code of Ordinances of The City of Newton, Iowa, 2016”, and approving distribution of the same to code subscribers. (No Council Report)</div> <div>9. Resolution reappointing Teresa Ray to serve on The Civil Service Commission for a term ending April 6, 2026. (No Council Report)</div> <div>10. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-03). (Council Report 22-089)</div> <div>11. Resolution Approving Payment to S&P Global Ratings for Services Related to the 2022 Bonding. (Council Report 22-090)</div> <div>12. Resolution Approving the Transfer of Funds in the amount of \$140,764.70 from the Tort Liability Fund to the Road Use Tax Fund for Debris Removal Equipment and Labor Costs related to the 2020 Derecho. (Council Report 22-091)</div> <div>13. Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2022-2023. (Council Report 22-092)</div> |

14. Resolution authorizing the filing of 657A.10A petitions for abandoned property at 121 South 3rd Avenue East, 925 1st Avenue East, and 1518 West 3rd Street North, Newton. (Council Report 22-093)
15. Resolution authorizing purchasing and gifting a trailer with barricades to Newton Main Street for use for future community events downtown. (Council Report 22-094)
16. Resolution awarding contract for the 2022 Parks Mowing Contract No. 1. (Council Report 22-095)
17. Resolution awarding contract for the 2022 Parks Mowing Contract No. 2. (Council Report 22-096)
18. Resolution awarding contract for the 2022 Parks Mowing Contract No. 3. (Council Report 22-097)
19. Resolution awarding contract for the 2022 Parks Mowing Contract No. 4. (Council Report 22-098)
20. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 4718. (Council Report 22-099)
21. Resolution approving a Telecommunications Licensing Agreement with Jasper County. (Council Report 22-100)
22. Resolution authorizing the purchase of a snowplow truck with wing and underbody scraper for the Public Works Department. (Council Report 22-101)
23. Resolution setting a public hearing for the sale of City-owned property at 1024 N 11th Avenue East. (Council Report 22-102)
24. Approve Bills

Public Hearing

25. Public Hearing on a Resolution awarding contract for the N 4th Ave W Traffic Signal Improvement 2022-01. (Council Report 22-103)
 - The traffic signal at N 4th Ave W and Hwy 14 is 47 years old and has become outdated. Parts are starting to fail and replacement parts have become obsolete. This project includes upgrades to signal poles with mast arms for the side streets, upgrades to video detection, and upgraded traffic signal equipment such as the cabinet, signs, wiring and signal heads.
 - The lowest responsive, responsible bidder is Van Maanen Electric Inc. of Newton, IA in the amount of \$202,654.00 utilizing Road Use Tax funds with a completion date of May 1st, 2023.
26. Resolution awarding contract for the N 4th Ave W Traffic Signal Improvement 2022-01. (Council Report 22-103)
27. Public Hearing on a Resolution awarding contract for the Newton City Hall Parking Lot Reconstruction Project. (Council Report 22-104)
 - The parking lot for City Hall is approximately 34 years old and has begun to deteriorate causing safety concerns. Other issues, including a need for additional parking spaces, drainage issues, and non-compliance with ADA standards have made it necessary for the parking lot to be reconstructed.

- The current parking lot, police storage garage, and underground water storage tank will be removed and replaced with 6" and 7" PCC pavement with 6" of granular subbase. Along with this work a new parking lot will be built on the city-owned lot at 201 W 4th St. S., which will bring an additional 23 parking spots. New sidewalks and ADA ramps are to be constructed on the North, South, and East sides of City Hall and the new parking lot across the street.
- The lowest responsive, responsible bidder is TK concrete Inc. Pella, IA in the amount of \$495,900.00. This project has a completion date of September 30, 2022.

28. Resolution awarding contract for the Newton City Hall Parking Lot Reconstruction Project. (Council Report 22-104)

Ordinances

29. Third Consideration of an Ordinance amending and updating the code of ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 155: Site Plan Control and Chapter 158: Zoning, to amend residential development standards and increase transparency in administrative procedures. (Council Report 22-064)

- The proposed code amendments address concerns addressed by a citizen housing group including setbacks, erosion control, dumpster enclosures, and additional public notice.
- At their meeting on February 1, 2022, the Planning and Zoning Commission recommended approval of the ordinance amendments.

Resolutions

30. Resolution to reorganize administrative staff within the Police Department. (Council Report 22-105)

- A vacancy in the Police Department administrative division provided an opportunity to re-evaluate duties and positions.
- Staff proposes eliminating an administrative specialist, range 5, and temporary part-time administrative assistant position and reclassify two administrative assistants from range 3 to range 4, and create a new entry level administrative assistant position in range 2. These changes would be effective April 15, 2022.

31. Resolution approving the 2022-23 Non-Union Compensation Plan. (Council Report 22-106)

- The dollar amounts for the pay ranges in the 2022-23, Non-Union Compensation Plan have been increased by a cost of living (COLA) adjustment ranging from 2.25 - 2.90%.
- Department Directors are scheduled for increases as recommended by the City Administrator and approved in the FY23 budget. The Library Director is exempt from this action as the Newton Library Board sets the salary.

32. Resolution approving the granting of D&D 2.0 Grant Funds for the rehabilitation of a non-historic home at 512 East 19th Street South, Newton. (Council Report 22-107)

- PGLS INV, LLC has purchased 512 East 19th Street South. The home will be rehabilitated to provide an affordable option for a renter in Newton.

- At their meeting on March 17, 2022, the Newton Building Trades Board recommended approval of grant funds in an amount up to \$27,411.10 provided a 1:1 match is met in each program area.
33. Resolution approving the Travel Iowa Data Co-op Agreement with the Iowa Economic Development Authority. (Council Report 22-108)
- Arrivalist's State Visitation Dashboard features data segmented by city and county for insights on monthly visitation, origin markets, length of stay and more. The data will be valuable in helping the City with tourism planning and marketing.
 - The co-op program includes exclusive access to the State Visitation Dashboard with data from January 2019 through December 2022 and costs \$2,500.
34. Resolution providing for the issuance of \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A and providing for the levy of taxes to pay the same. (Council Report 22-109)
- The City Council Held a public hearing on March 7, 2022 in regards to the issuance of the 2022A General Obligation Bonds. With the passage of this resolution, bond proceeds are expected to be delivered to the City on April 20, 2022.
 - The 2022A Bond issuance includes funding for Arbor Estates Phase 2, City Hall Skylight Replacement, Gas Plant, Parallel Taxiway Program, and the Traffic Signal ADA Project that are consistent with the current CIP and FY23 adopted budget.
35. Resolution providing for the issuance of \$385,000 Taxable General Obligation Corporate Purpose Bonds, Series 2022B and providing for the levy of taxes to pay the same. (Council Report 22-110)
- The City Council held a public hearing on March 7, 2022 in regards to the issuing of the 2022B Taxable General Obligation Bonds. With the passage of this resolution, bond proceeds are expected to be delivered to the City on April 20, 2022.
 - The 2022B Bond includes \$150,000 to continue the D&D Program and Replenishing of funds for various Downtown Grant Programs.
36. Resolution approving an Engineering Services Agreement for Arbor Estates 2nd Addition. (Council Report 22-111)
- The City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton.
 - Arbor Estates 2nd Addition would include 42 new residential lots, and completion of the public improvements along and east of the E 23rd St N corridor, between N 8th Ave E and N 11th Ave E.
 - Staff recommends approval of the \$229,210.00 Engineering Services Agreement with Bolton & Menk for the Arbor Estates 2nd Addition Improvements.
37. Resolution awarding contract for the 2022 Maytag Pool Heater Replacement Project. (Council Report 22-112)

- Maytag Pool's current heater system from the mid-1990s has proved to be highly unreliable and inefficient leaving the pool unheated numerous times. The pool technical evaluation completed in 2020 identified a new pool heater as a priority.
- City staff recommends awarding a contract to Pleva Mechanical of Woodward, Iowa, the only authorized supplier/installer in this area for the patented Sentry Pool Heater system in the amount of \$132,425.

38. Resolution approving internal loan and payment to Newton Housing Development Corporation for the purchase of real estate located at 1015 North 3rd Avenue East in Newton. (Council Report 22-113)

- Newton Housing Development Corporation (NHDC) seeks to purchase 1015 N. 3rd Avenue E. to support housing development on the former Hatchery Site. NHDC has requested City assistance with the purchase.
- The City will reimburse NHDC up to 2/3rds of the property purchase price, not exceeding \$90,000, in support of the housing development, which will be paid back when the project moves forward. If the project does not immediately move forward, the general fund will be paid back with 1st Avenue E. TIF Funds and LMI Funds.

Staff Report

39. Public Works projects FY22/23 - Public Works Director Jody Rhone

Mayor/Council Comments

40.

Closed Session

41. To Evaluate The Professional Competency Of Individuals Whose Appointment, Hiring, Performance Or Discharge Is Being Considered When Necessary To Prevent Needless And Irreparable Injury To That Individual's Reputation And That Individual Request A Closed Session. Pursuant To The Provisions Of Section 21.5(1)(i), Code of Iowa 2022.

Return to Open Session

42.

43. Resolution approving salary increase for City Administrator. (No Council Report)

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.



APRIL FAIR HOUSING MONTH

PROCLAMATION

WHEREAS The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS The City of Newton is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE BE IT RESOLVED that I, Michael L. Hansen, Mayor of the City of Newton, Iowa, do hereby declare the month of April, 2022 as **Fair Housing Month** in the City of Newton. Newton is an inclusive community committed to fair housing, and to encouraging appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the City of Newton, Iowa.

Michael L. Hansen, Mayor

REGULAR CITY COUNCIL MEETING MINUTES
MARCH 21, 2022, 6:00 P.M.
CITY COUNCIL CHAMBERS

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 Hansen presided. Present Council Members: Hallam, Dalton, George, Ervin (via telephone), Trotter, Wade. Absent: None.

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

Steve Burnett, MCG General Manager, and Jason Hewitt, MCG Engineering & Construction Manager, presented on the Mahaska Communication Group (MCG) Fiber Installation Project.

Dr. Joe DeHart, Provost, DMACC Newton Campus, presented an update on projects and activities for the Newton Campus.

Ethan Nasalroad, President, Johnson Aviation, Inc., presented the annual Newton Municipal Airport – Earl Johnson Field Update.

There was no citizen participation.

Moved by Wade, seconded by Dalton to approve consent agenda items 6-21.

- 6 March 7, 2022 Regular City Council Meeting Minutes
7. Approve Liquor Licenses for the following: West End, 1325 1st Ave W, Class C Beer Permit, Sunday Sales
8. Resolution appointing Candace Streeter as Deputy City Clerk. Resolution 2022-068 adopted.
9. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-03). Resolution 2022-069 adopted.
10. Resolution approving compensation package for interim supervision of Newton Waterworks Distribution. Resolution 2022-070 adopted.
11. Resolution repealing the 2020 City of Newton Supplemental Specifications to the 2020 editions of SUDAS Standard Specifications and the SUDAS Design Manual; and adopting the 2022 editions of both the SUDAS Standard Specifications and SUDAS Design Manual along with the 2022 City of Newton Supplemental Specifications to said 2022 editions of the SUDAS Standard Specifications and SUDAS Design Manual. Resolution 2022-071 adopted.
12. Resolution accepting completion of the City of Newton Parks Roof Repairs Project. Resolution 2022-072 adopted.
13. Resolution Approving a Contract with Midwest Lawn Services for 2022 Lawn Care at the City Hall Facility. Resolution 2022-073 adopted.
14. Resolution closing out the D&D 2.0 Grant for 500 1st Avenue West. Resolution 2022-074 adopted.
15. Resolution approving the purchase of in-car police computers from Telrepco for \$23,145. Resolution 2022-075 adopted.
16. Resolution awarding the purchase of self-contained breathing apparatus harnesses and bottles. Resolution 2022-076 adopted.
17. Resolution awarding contract for the 2022-01 PCC Patching Project. Resolution 2022-077 adopted.
18. Resolution authorizing the purchase of a dual cylinder underbody scraper for a snowplow truck for the Public Works Department. Resolution 2022-078 adopted.
19. Resolution approving an underground electric line for Interstate Power and Light Company (Alliant Energy). Resolution 2022-079 adopted.
20. Resolution setting a public hearing for the sale of City-owned property at 619 South 3rd Avenue East. Resolution 2022-080 adopted.
21. Approve Bills

AYES: Six. NAYS: None. Consent agenda items approved.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution accepting the purchase and redevelopment agreement for real property at 1117 North 3rd Avenue East, 211 East 12th Street North, 115 East 4th Street North, 124 East 4th Street North, and 411 North 2nd Avenue East, Newton, Jasper County, Iowa. There were no written comments. Willis Mann with MVAH Partners spoke regarding the timeline and types of townhomes. Moved by Hallam, seconded by George, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by Hallam to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-081 adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution approving the final plat for Casey's Addition to Newton in the City of Newton, Jasper County, Iowa. There were no written comments. Moved by Trotter, seconded by George, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Hallam, seconded by George to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-082 adopted

Mayor Hansen stated that this is the time and place for a Public hearing on an Ordinance amending and updating the Code of Ordinances, City of Newton, Iowa, Title XI: Business Regulations, Chapter 111, "Peddlers, Solicitors, Transient Merchants, and Mobile Food Units." There were no written comments. Erin Chambers, Community Development Director, verified that the change allows for food trucks in city parks based on park rules and in the downtown area. Moved by Dalton, seconded by Trotter, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Hallam, seconded by Dalton, to approve the First consideration of the ordinance. AYES: Six. NAYS: None. First Consideration was approved. Moved by Wade, seconded by Ervin, to suspend the rules and waive the Second and Third considerations of the ordinance. AYES: Six. NAYS: None. Second & Third Considerations were waived. Moved by Trotter, seconded by George, to adopt the ordinance. AYES: Six. NAYS: None. Ordinance 2409 adopted.

Mayor Hansen stated that this is the time and place for a Public hearing on an Ordinance vacating and disposing of the east portion of east-west alley right-of-way located in the 500 block of East 5th Street North and between East 5th Street North and East 4th Street North, City of Newton, Jasper County, Iowa. A written comment was received from Selina McKinney with Peck Daycare asking to waive the 2nd and 3rd considerations in order for Peck to move ahead with their project. A written comment was received from Jerry Whyllie, an abutting property owner, stating that he supports the alley vacation. Moved by Wade, seconded by Hallam, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by George, to approve the First consideration of the ordinance. AYES: Six. NAYS: None. First Consideration was approved. Moved by George, seconded by Trotter, to suspend the rules and waive the Second and Third considerations of the ordinance. AYES: Six. NAYS: None. Second & Third Considerations were waived. Moved by Wade, seconded by Hallam, to adopt the ordinance. AYES: Six. NAYS: None. Ordinance 2410 adopted.

Moved by Dalton, seconded by Wade, to approve the Second consideration of the Ordinance amending and updating the code of ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 155: Site Plan Control and Chapter 158: Zoning, to amend residential development standards and increase transparency in administrative procedures. AYES: Six. NAYS: None. Second Consideration was passed.

Moved by Trotter, seconded by George to adopt the Resolution approving an agreement between the City of Newton and the Newton WaterWorks Board of Trustees. AYES: Six. NAYS: None. Resolution 2022-083 adopted.

Moved by Trotter, seconded by Hallam to adopt the Resolution approving a contract for traffic control services for the 2022 Iowa Speedway event season. AYES: Six. NAYS: None. Resolution 2022-084 adopted.

Moved by George, seconded by Dalton to adopt the Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022A. AYES: Six. NAYS: None. Resolution 2022-085 adopted.

Moved by Trotter, seconded by Hallam to adopt the Resolution approving Bond Purchase Agreement for the sale of Taxable General Obligation Corporate Purpose and Refunding Bonds, Series 2022B. AYES: Six. NAYS: None. Resolution 2022-086 adopted.

Moved by Wade, seconded by Dalton to adopt the Resolution declaring that Newton stands with the people of Smila. Hallam moved to amend the Resolution to strike "condemn Russian aggression and" based on separating local municipal government and foreign policy which is under the purview of Federal Government. It was seconded by Wade. AYES: Six. NAYS: None. Resolution 2022-087 adopted as amended.

Moved by George, seconded by Hallam to adopt the Resolution accepting completion of public improvements of the Casey's addition to Newton subdivision. AYES: Six. NAYS: None. Resolution 2022-088 adopted.

Police Chief Rob Burdess presented on the Annual Crime Report.

During Mayor/Council comments Mayor Hansen stated that the closed session scheduled for tonight will be tabled to the April 4, 2022 meeting. Fire Chief Wellik stated that Severe Weather Awareness Week is March 21-25, 2022 and the sirens will be tested on March 23rd at 10:00 a.m. Mayor Hansen thanked all the staff and volunteers for their assistance in the cleanup from the tornado.

Moved by Hallam, seconded by Trotter to adjourn the meeting at 7:59 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

RESOLUTION NO. 2022-_____

RESOLUTION ADOPTING 2022 S15 SUPPLEMENT
TO THE “CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2016”,
AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS

WHEREAS, the City Council adopted the “Code of Ordinances of the City of Newton, Iowa, 2016” (hereinafter “2016 CITY CODE”), by ORDINANCE NO. 2264; and

WHEREAS, from time to time the City Council adopts new ORDINANCES adding to or deleting from or modifying the 2016 CITY CODE; and

WHEREAS, in order to maintain the 2016 CITY CODE as a complete and current compendium of city laws for the Citizens of Newton, Iowa, it is necessary to issue supplements to the 2016 CITY CODE consisting of new pages setting out ORDINANCES adopted by the City Council from and after effective date of the 2016 CITY CODE; and

WHEREAS, the 2022 S15 Supplement has been prepared and published online for 2016 CITY CODE subscribers; and

WHEREAS, pursuant to the provisions of §380.8, Code of Iowa (2022), ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as supplements to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2022 S15 Supplement bearing the notation “2022 S15”, to be substituted for pre-existing pages of the 2016 CITY CODE, is hereby approved and adopted as part of the 2016 CITY CODE:

Ordinance No.	Code Title	New Pages
	Table of Contents	1-2
2403	Title I General Provisions	17-22
2397, 2400, 2402, 2404, 2405	Title VII Traffic Code	11-12, 21-22, 27-32
2401	Title IX General Regulations	47-50
2407	Title XI Business Regulations	1-2, 7-10H
2398	Title XIII General Offenses	31-32
2389, 2395	Title XV Land Usage	253-254, 313-332
2406	Table of Special Ordinances	3-4
	Parallel References	3-4, 9-10, 31-32, 41-44
	Index	16A-16B, 23-24, 29-30B, 35-36, 43-46

PASSED this _____ day of April, 2022

APPROVED this _____ day of April, 2022

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina A. Davis CMC, City Clerk

RESOLUTION NO. 2022-_____

**RESOLUTION REAPPOINTING TERESA RAY TO SERVE ON
THE CIVIL SERVICE COMMISSION FOR A TERM ENDING
APRIL 6, 2026**

WHEREAS, Teresa Ray’s term on the Civil Service Commission expires on April 4, 2022 and

WHEREAS, Teresa Ray has expressed an interest in continuing to serve on the Civil Service Commission and is qualified to serve on the Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Teresa Ray is hereby reappointed to the Civil Service Commission for a term expiring April 6, 2026.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

(SEAL)

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 22-03).

Report Number: 22-089

Date:

April 4, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$1,220.00

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 \$1,220.00. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-03).

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 22-03)**

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. 22-03 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 22-03, 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 May 4, 2022, 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 April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-03: 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
Brian Hearl	833252024	1001 1st Ave W	Newton	\$84,340	\$75.00	\$75.00	\$150.00	MILLER'S ADD LOT 5 & N 1/2 VAC E/W ALLEY & W 1/2 VAC N/S ALLEY BOTH ABUTTING LOT 5	1/20/2022
Malachi Jenkins	834184009	309 E 2nd St S	Newton	\$103,190	\$60.00	\$75.00	\$135.00	ORIGINAL PLAT LOT 2 OUTLOT 18	1/25/2022
Shari Healey	834186014	311 E 3rd St S	Newton	\$125,200	\$70.00	\$75.00	\$145.00	ORIGINAL PLAT LOT 7 OUTLOT 19	1/25/2022
Brian Hearl	834152008	310 S 2nd Ave W	Newton	\$48,410	\$70.00	\$75.00	\$145.00	ORIGINAL PLAT S 1/2 LOT 7 BLK 18	1/25/2022
John Jenkins	834184008	121 S 3rd Ave E	Newton	\$67,890	\$130.00	\$75.00	\$205.00	ORIGINAL PLAT LOT 1 OUTLOT 18	1/25/2022
Steven Vandusseldorp	835177009	111 E 19th St S	Newton	\$81,880	\$70.00	\$75.00	\$145.00	S 72' LOT 3 EX E 5' SE NW	1/28/2022
Kathleen Webb	834137005	427 N 3rd Ave E	Newton	\$84,570	\$70.00	\$75.00	\$145.00	ORIGINAL PLAT LOT 1 OUTLOT 25	1/28/2022
Richard Miller	827154003	1119 1st St N	Newton	\$82,950	\$75.00	\$75.00	\$150.00	MYER'S SD LOT 29 & N 15.5' LOT 30	1/20/2022
Total							\$1,220.00		

City of Newton Council Report



Item: Resolution Approving Payment to S&P Global Ratings for Services Related to the 2022 Bonding

Summary: Resolution Approving Payment to S&P Global Ratings for Services Related to 2022 Bonding

Financial Impact:
\$17,250 Paid from 2022A and 2022B Bond Proceeds

Report Number: 22-090

Date: April 4, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

S&P Global Ratings have provided rating services for the 2022 A&B Bonds. Ratings have been issued and it is recommended to process the payment for these services. Bond proceeds will be used to pay for these expenses.

Recommendation:

Staff recommends approval of the attached Resolution approving the payment to S&P Global Ratings for services related to the 2022 bonding.

A handwritten signature in black ink, appearing to read "Brian Laube", with a stylized, flowing script.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING PAYMENT TO S&P GLOBAL RATINGS
FOR SERVICES RELATED TO THE 2022 BONDING**

WHEREAS, the City of Newton (City) has been the in process of issuing bonds in 2022; and

WHEREAS, S&P Global Ratings has provided rating services for the 2022 bonds,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That payment should be made to S&P Global Ratings for the 2022 bonding in the amount of \$17,250 for the 2022A & B Bonds These expenses shall be paid with 2022 bond proceeds.

PASSED this 4th day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving the Transfer of Funds in the amount of \$140,764.70 from the Tort Liability Fund to the Road Use Tax Fund for Debris Removal Equipment and Labor Costs related to the 2020 Derecho

Summary: Resolution Approving the Transfer of Funds from the Tort Liability Fund to the Road Use Tax Fund for Debris Removal Equipment and Labor Costs related to the 2020 Derecho

Financial Impact:
No Financial Impact, this Action Moves Funds Received by the City in 2020 to the Appropriate Fund

Report Number: 22-091

Date: April 4, 2022

Lead Department:
Administration

Recommendation:
Approval

Background: The City of Newton received \$250,000 for debris removal from the 2020 Derecho from the City's insurance company. These funds were placed in the Tort Liability Fund to use for debris cleanup and removal.

The total amount of Landfill tipping fee invoices the City paid in relation to the storm was \$109,235.30. These invoices were paid from the Tort Liability fund using funds received from the City's insurance company.

The remaining \$140,764.70 is proposed to be transferred to the Road Use Tax fund from the Tort Liability fund to help offset costs for labor and equipment for debris removal from the 2020 Derecho. These costs were paid by the Road Use Tax Fund.

Recommendation:

Staff recommends approval of the attached Resolution.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING A \$140,764.70 TRANSFER FROM THE TORT LIABILITY FUND TO THE ROAD USE TAX FUND FOR DEBRIS REMOVAL EQUIPMENT AND LABOR COSTS RELATED TO THE 2020 DERECHO

WHEREAS, the City of Newton incurred substantial costs for debris cleanup and removal for the 2020 Derecho; and

WHEREAS, the City of Newton received \$250,000 from the City's insurance company to help offset these costs; and

WHEREAS, the City initially deposited the \$250,000 in the Tort Liability Fund to be used for cleanup and removal purposes and has used \$109,235.30 to date for Landfill tipping fees; and

WHEREAS, the City proposes to use the remaining funds of \$140,764.50 to offset the labor and equipment that was used from the Road Use Tax fund;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that a transfer of \$140,764.50 from the Tort Liability fund to the Road Use Tax fund is hereby approved to offset the costs of equipment and labor from the 2020 Derecho.

PASSED this 4th day of April, 2022

APPROVED this _____ day of April, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2022-2023

Summary: This Resolution formally allocates the Local Option tax revenues per the adopted 2022-23 budget.

Financial Impact:
Appropriates approximately \$2,050,000 per the adopted 2022-23 budget

Report Number: 22-092

Date: April 4, 2022

Lead Department:
Administration

Recommendation:
Approval

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

The City has satisfied the property tax relief requirement by transferring 35% of the sales tax revenues directly to the City's Employee Benefits fund. For the 2022-23 fiscal year, \$717,500 of the budgeted \$2,050,000 in local option sales tax has been applied to the employee benefits fund. This "buys down" the City's tax levy by over \$1.46 per \$1,000 of taxable valuation.

In addition to property tax relief, when the Local Option Sales and Service Tax was originally passed, it was made clear that an acceptable use of those funds would be to assist local community organizations. Through its budgeting process for the 2022-23 fiscal year, the City Council received requests from several community agencies for funding. The following amounts were approved in the adopted budget:

Heart of Iowa Regional Transit Agency	\$ 35,460
Newton YMCA	\$ 20,000
Retired Senior Volunteer Program	\$ 15,000
United Way of Jasper County	\$ 17,500

The remainder of the Local Option Sales and Services Tax revenues would go to the City's General Fund. In order to satisfy the requirements of the City's auditors, these funds are to be specified for a particular use, not just remain as general revenues. To that end, the City's adopted 2022-23 budget splits these funds between salaries for the Police, Fire, and Parks departments.

The attached Resolution officially appropriates the Local Option Sales and Service Tax funding for the 2022-2023 fiscal year.

Recommendation:

Staff recommends approval of the attached Resolution.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING ALLOCATION OF LOCAL OPTION SALES
AND SERVICE TAXES FOR FISCAL YEAR 2022-23

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

WHEREAS, the City Council has budgeted for fiscal year 2022-23 certain allocations of anticipated Local Option Sales and Service Tax revenues; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Local Option Sales and Service Taxes be allocated as follows and paid in half-year installments during fiscal year 2022-23:

<u>Entity</u>	<u>Allocation</u>
City of Newton Employee Benefits Fund	35% of all Local Option Tax revenues
Heart of Iowa Regional Transit Agency	\$ 35,460
Newton YMCA	\$ 20,000
Retired Senior Volunteer Program	\$ 15,000
United Way of Jasper County	\$ 17,500
City of Newton General Fund towards Salaries of Police, Fire, and Parks employees	Remainder of all Local Option Sales and Service Tax revenues after above distributions

; and

BE IT FURTHER RESOLVED the above allocation shall remain in effect for City of Newton's fiscal year 2022-23 unless subsequently modified by City Council.

PASSED this 4th day of April, 2022

APPROVED this _____ day of April, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the filing of 657A.10A petitions for abandoned property at 121 South 3rd Avenue East, 925 1st Avenue East, and 1518 West 3rd Street North, Newton.

Summary: These properties appear to have been abandoned by the owners. The 657A.10A process will allow the City to acquire the property in order to address the abandonment.

Financial Impact: estimated \$15,000 in legal and court fees to be paid from the D&D Bonded Funds



Report Number: 22-093

Date: April 4, 2022

Lead Department: Community Development Department

Recommendation:
Approve

Summary: City staff has been monitoring the subject addresses. Each of these properties exhibit some evidence of abandonment by their property owners.

The State Code 657A.10A process allows cities to petition the court for ownership of abandoned buildings.

Funding Source: D&D Bonded Funds will be utilized to pay for the legal costs associated with acquiring the property through the process authorized by State Code 657A.10A. Upon ownership, the City may demolish the structures on the properties. If any structure appears salvageable, an opportunity for rehabilitation may be available.

Recommendation: City Staff recommends approval.

A handwritten signature in black ink, appearing to read "Brian Laube", with a stylized flourish at the end.

Brian Laube
Acting City Administrator

121 South 3rd Avenue East



1518 West 3rd Street North



925 1st Avenue East



**RESOLUTION AUTHORIZING THE FILING OF 657A.10A
PETITIONS FOR ABANDONED PROPERTY AT 121 SOUTH
3RD AVENUE EAST, 925 1ST AVENUE EAST, AND 1518 WEST
3RD STREET NORTH, NEWTON**

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

WHEREAS, State of Iowa Code 657A.10A allows for cities to petition for ownership of abandoned buildings, and these identified properties appear to meet the criteria of abandoned buildings;

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

121 South 3rd Avenue East, legally described as:

LOT ONE (1) IN THE SUBDIVISION OF OUT LOT EIGHTEEN (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.

925 1st Avenue East, legally described as:

LOT NINETEEN OF ENGLE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, AT PAGE 597 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

1518 West 3rd Street North, legally described as:

LOTS THIRTY-THREE AND THIRTY-FOUR IN NELSON'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 IN TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., NOW IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN IN PLAT BOOK D AT PAGE 83 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PASSED this _____ day of April, 2022

APPROVED this _____ day of April, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the purchase of a trailer and barricades for community events to be provided to Newton Main Street.

Summary: A resolution authorizing purchasing and gifting a trailer with barricades to Newton Main Street for use for future community events downtown.

Financial Impact: \$9,300.00 from North Central TIF



Report Number: 22-094

Date: April 4, 2022

Lead Department:
Community Development

Recommendation:
Approval

Newton Main Street organizes community events, such as the Farmer's Market, that require the use of street barricades.

Through the purchase and provision of a trailer and barricades for Newton Main Street, the City will not provide barricade services to such events. With community volunteers, barricades can be appropriately placed for Farmer's Market, Thunder Nites, and other community events in accordance with the street closure policy.

Newton Main Street will make the barricades and trailer available to other partner groups as needed.

The cost of the trailer is \$2,195.00.

The cost of the Type III Barricades plus road closed signs, stands and cones is quoted at \$7,104.00.

The expense will be paid with an internal loan from the General Fund, and the General Fund will be paid back with North Central TIF funds when the URA plan is amended and the expense is certified as debt to the County Auditor.

Recommendation: Staff recommends approval of the Resolution.

A handwritten signature in black ink, appearing to read "Brian Laube", written over a horizontal line.

Brian Laube
Acting City Administrator

Photos of Trailer/Barricades to be purchased:



Trailer



Type III Barricade and Type III Barricade with Road Closed Sign

**RESOLUTION AUTHORIZING THE PURCHASE OF A TRAILER
AND BARRICADES FOR COMMUNITY EVENTS TO BE
PROVIDED TO NEWTON MAIN STREET**

WHEREAS, Newton Main Street organizes various events and collaborates with other organizations to bring events into the Newton Downtown; and

WHEREAS, it is necessary from time to time to close the city street for community events; and

WHEREAS, with a provided trailer containing the necessary barricades for street closures, Newton Main Street will ensure proper barricades and signs for their events; and

WHEREAS, Newton Main Street will store the trailer with barricades, signage, stands, and cones and make them available to other community partners if needed;

WHEREAS, the *Newton's Future*, the comprehensive plan for the City, encourages more downtown events, and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that the purchase of a trailer, barricades, cones, stands, and signage for a cost of approximately \$9,300 using an internal loan from the General Fund, to be paid back with North Central TIF funds after the urban renewal area plan is amended and the expense is certified as debt to the County Auditor, is hereby authorized.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the 2022 Parks Mowing Contract No. 1.

Summary:

Award of contract to mow and trim at twelve City-owned locations during the 2022 growing season.

Financial Impact:

\$5,280.00 from D & D bond funds.



Report Number: 22-095

Date:

April 4, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services 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 such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at twelve City-owned lots for the 2022 growing season. The locations included:

- 6 Bungalow Ct.
- 7 Bungalow Ct.
- 12 Bungalow Ct.
- 315-321 E 8th St S
- 1219 S 4th Ave E
- 120 E 12th St N
- NE of 1204 1st Ave E
- 211 E 12th St N & 1117 N 3rd Ave E
- 319 E 12th St N
- 748 N 3rd Ave E
- 817 N 3rd Ave E
- 512 1st Ave E

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on March 23, 2022:

Street Brothers Lawn Care LLC - Newton, IA	\$ 5,280.00
4 Seasons Lawn & Snow LLC – Grinnell, IA	\$ 7,440.00
Shannon Dannen – Newton, IA	\$ 8,256.00
R n' K Mowing – Newton, IA	\$10,800.00
Devig Services – Gilman, IA	\$ 10,936.80
Ben Miller – Newton, IA	\$ 11,280.00
Gage Lacy – Cedar Rapids, IA	\$ 12,240.00
Randy Ray – Newton, IA	\$ 17,040.00

The apparent lowest quote of \$5,280.00 is from Street Brothers Lawn Care LLC of Newton, Iowa. The average cost/acre/mowing for this contract is well below that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council award a contract for the 2022 Parks Mowing Contract No. 1 to Street Brothers Lawn Care LLC of Newton, Iowa.



Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AWARDING CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 1**

WHEREAS, the City of Newton Community Services 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 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 twelve City-owned lots for the 2022 growing season; and

WHEREAS, sealed quotes were received and opened on March 23, 2022; and

WHEREAS, City staff recommends that the City of Newton award a contract to Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 1 based on the low responsive, responsible quote received in the amount of \$5,280.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Street Brothers Lawn Care LLC of Newton, Iowa, in the amount of Five Thousand, Two Hundred Eighty Dollars and Zero Cents (\$5,280.00) for the 2022 Parks 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 executed by Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 1, said contract 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.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the 2022 Parks Mowing Contract No. 2.

Summary:

Award of contract to mow and trim at thirteen City-owned locations during the 2022 growing season.

Financial Impact:

\$4,080.00 from D & D bond funds.



Report Number: 22-096

Date:

April 4, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services 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 such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at thirteen City-owned lots for the 2022 growing season. The locations included:

- 215 E 5th St N
- 421 N 3rd Ave E
- 411 N 3rd Ave E
- 214 E 4th St N
- 340 E 5th St N
- 721 E 7th St N
- 909 E 7th St N
- 1015 E 9th St N
- 209 N 13th Ave W
- 115 E 4th St N
- 124 E 4th St N
- 201 W 4th St S
- 514 S 2nd Ave W

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on March 23, 2022:

Street Brothers Lawn Care LLC - Newton, IA	\$ 4,080.00
Shannon Dannen – Newton, IA	\$ 5,616.00
4 Seasons Lawn & Snow LLC – Grinnell, IA	\$ 7,440.00
Devig Services – Gilman, IA	\$ 7,800.00
Ben Miller – Newton, IA	\$ 7,920.00
R n' K Mowing – Newton, IA	\$ 8,880.00
Gage Lacy – Cedar Rapids, IA	\$ 10,800.00

The apparent lowest quote of \$4,080.00 is from Street Brothers Lawn Care LLC of Newton, Iowa. The average cost/acre/mowing for this contract is well below that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council award a contract for the 2022 Parks Mowing Contract No. 2 to Street Brothers Lawn Care LLC of Newton, Iowa.



Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AWARDDING CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 2**

WHEREAS, the City of Newton Community Services 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 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 thirteen City-owned lots for the 2022 growing season; and

WHEREAS, sealed quotes were received and opened on March 23, 2022; and

WHEREAS, City staff recommends that the City of Newton award a contract to Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 2 based on the low responsive, responsible quote received in the amount of \$4,080.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Street Brothers Lawn Care LLC of Newton, Iowa, in the amount of Four Thousand, Eighty Dollars and Zero Cents (\$4,080.00) for the 2022 Parks 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 executed by Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 2, said contract 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.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the 2022 Parks Mowing Contract No. 3.

Summary:

Award of contract to mow and trim at twelve City-owned locations during the 2022 growing season.

Financial Impact:

\$3,480.00 from D & D bond funds.



Report Number: 22-097

Date:

April 4, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services 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 such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at twelve City-owned lots for the 2022 growing season. The locations included:

- 525 W 4th St S
- 309 S 8th Ave W
- 616 W 4th St S
- 717 W 6th St S
- 509 W 2nd St S
- 315 E 4th St S
- 619 S 3rd Ave E
- 524 S 4th Ave E
- 625 E 5th St S
- 1312 E 6th St S
- 902 1st Ave W
- 917 1st Ave W

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on March 23, 2022:

Street Brothers Lawn Care LLC - Newton, IA	\$ 3,480.00
Shannon Dannen – Newton, IA	\$ 5,184.00
4 Seasons Lawn & Snow LLC – Grinnell, IA	\$ 6,840.00
Devig Services – Gilman, IA	\$ 7,200.00
Ben Miller – Newton, IA	\$ 7,920.00
R n' K Mowing – Newton, IA	\$ 9,240.00
Mitchell Williams – Prairie City, IA	\$ 10,080.00
Gage Lacy – Cedar Rapids, IA	\$ 10,800.00
Randy Ray – Newton, IA	\$ 12,600.00

The apparent lowest quote of \$3,480.00 is from Street Brothers Lawn Care LLC of Newton, Iowa. The average cost/acre/mowing for this contract is well below that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council award a contract for the 2022 Parks Mowing Contract No. 3 to Street Brothers Lawn Care LLC of Newton, Iowa.



Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AWARDDING CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 3**

WHEREAS, the City of Newton Community Services 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 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 twelve City-owned lots for the 2022 growing season; and

WHEREAS, sealed quotes were received and opened on March 23, 2022; and

WHEREAS, City staff recommends that the City of Newton award a contract to Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 3 based on the low responsive, responsible quote received in the amount of \$3,480.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Street Brothers Lawn Care LLC of Newton, Iowa, in the amount of Three Thousand, Four Hundred Eighty Dollars and Zero Cents (\$3,480.00) for the 2022 Parks Mowing Contract No. 3 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 executed by Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 3, said contract 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.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the 2022 Parks Mowing Contract No. 4.

Summary:

Award of contract to mow and trim at fifteen City-owned locations during the 2022 growing season.

Financial Impact:

\$7,380.00 from the Parks 4030 General Fund budget and D & D bond funds.



Report Number: 22-098

Date:

April 4, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services 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 such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at twelve City-owned lots for the 2022 growing season. The locations included:

- 2801 Rusty Wallace Drive
- S 8th Ave E @ E 23rd St S
- 601 E 19th St S
- W 19th St S @ S 12th Ave W
- 1401 1st Ave W
- 312 W 8th St N
- 224 W 3rd St N
- E 19th St N @ N 8th Ave E & N 9th Ave E
- 2000 W 18th St S
- 124 1st Ave E
- 216 W 2nd St N
- 123 N 3rd Ave E
- 112 W 3rd St S
- 110 1st St S
- 215 S 2nd Ave W

These locations included are a mix of vacant lots, unimproved right-of-way, and public parking lot islands.

The following quotes were received and opened on March 23, 2022:

Street Brothers Lawn Care LLC - Newton, IA	\$ 7,380.00
4 Seasons Lawn & Snow LLC – Grinnell, IA	\$ 12,630.00
Devig Services – Gilman, IA	\$ 15,423.00
Shannon Dannen – Newton, IA	\$ 15,480.00
Gage Lacy – Cedar Rapids, IA	\$ 19,800.00

The apparent lowest quote of \$7,380.00 is from Street Brothers Lawn Care LLC of Newton, Iowa. The average cost/acre/mowing for this contract is well below that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council award a contract for the 2022 Parks Mowing Contract No. 4 to Street Brothers Lawn Care LLC of Newton, Iowa.



Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AWARDING CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 4**

WHEREAS, the City of Newton Community Services 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 including 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 fifteen City-owned lots for the 2022 growing season; and

WHEREAS, sealed quotes were received and opened on March 23, 2022; and

WHEREAS, City staff recommends that the City of Newton award a contract to Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 4 based on the low responsive, responsible quote received in the amount of \$7,380.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Street Brothers Lawn Care LLC of Newton, Iowa, in the amount of Seven Thousand, Three Hundred Eighty Dollars and Zero Cents (\$7,380.00) for the 2022 Parks Mowing Contract No. 4 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 executed by Street Brothers Lawn Care LLC of Newton, Iowa for the 2022 Parks Mowing Contract No. 4, said contract 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 the Parks 4030 General Fund budget and D & D bond funds.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 4718

Report Number: 22-099

Date:

April 4, 2022

Summary:

An agreement with Unite Private Networks to utilize public right-of-way for the extension of an existing communications network.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

\$38.82 fee to be paid to the City by Unite Private Networks.

Background:

Unite Private Networks of Kansas City, Missouri is proposing an extension of their existing telecommunications system in Newton. The proposed route begins at an existing hand hole on the west side of W 9th St N, goes north to the north side of N 2nd Ave W, then continues east to the 700 block of N 2nd Ave W in front of DMACC.

The proposed underground portion of the route includes 647 LF of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in City of Newton right-of-way is \$38.82.

The Public Works Department has reviewed the route of the proposed improvements, and will be working with Unite Private Networks and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements. All construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Public Works Department.

Recommendation:

Approval of the telecommunications licensing agreement with Unite Private Networks of Kansas City, Missouri.

A handwritten signature in black ink, appearing to read "B. Laube", with a stylized flourish at the end.

Brian Laube
Acting City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH UNITE PRIVATE NETWORKS –
UPN 4718**

WHEREAS, Unite Private Networks of Kansas City, Missouri has requested the use of City owned right-of-way for the construction and maintenance of a telecommunications system; and

WHEREAS, said telecommunications system would be an extension of an existing communications system installed previously; and

WHEREAS, The proposed route begins at an existing hand hole on the west side of W 9th St N, goes north to the north side of N 2nd Ave W, then continues east to the 700 block of N 2nd Ave W in front of DMACC; and

WHEREAS, the Public Works Department has reviewed the route of the proposed improvements, and will be working with Unite Private Networks and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements. All construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Public Works Department.

WHEREAS, the City of Newton has prepared a licensing agreement for the construction and maintenance of said telecommunications system based on that portion of said telecommunications system inside the City right-of-way; and

WHEREAS, the proposed underground portion of the route includes 647 LF of improvements in the City of Newton right-of-way; and

WHEREAS, Based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in City of Newton right-of-way is \$38.82; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Unite Private Networks of Kansas City, Missouri.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

USCC NEWTON CRAN 1



6000 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 274-9611



1511 BALTIMORE AVENUE
2ND FLOOR
KANSAS CITY, MO 64108
(866) 813-3608

NEWTON
JASPER COUNTY
USCC NEWTON CRAN 1

A	03-07-2022	ISSUED FOR REVIEW	VUM	SMK	SMK
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:		DESIGNED BY:	DRAWN BY:		

ORIENTATION:

USCC NEWTON CRAN 1		
COVER PAGE		
PRINTED	SHEET NUMBER	REV
03/07/2022	CP-1	A

GENERAL NOTES

1. WITHIN THESE PLANS AND SPECIFICATIONS, "OWNER" IMPLIES UNITE NETWORKS, UNLESS OTHERWISE NOTED. WITHIN THESE PLANS AND SPECIFICATIONS, "ENGINEER" IMPLIES NEWCOM TECHNOLOGIES, UNLESS OTHERWISE NOTED.
2. THE TERMS "CONTRACTOR" AND "G.C." REFER TO THE OWNER'S GENERAL CONTRACTOR AND THE GENERAL CONTRACTOR'S SUB-CONTRACTORS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE DIVISION OF WORK AMONG SUB-CONTRACTORS.
3. THE WORK IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.
4. THE LOCATIONS OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACT MUST COMPLETE LOCATE REQUESTS 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
811, OR (800) 292-8989, OR [HTTP://WWW.IOWAONECALL.COM](http://www.iowaonecall.com)
5. THE PROJECT SITE SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AND LOCAL PUBLIC JURISDICTION. RESTORATION OF VEGETATION TO PRE-EXISTING CONDITIONS AND SEEDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PC CONCRETE AND HOT MIX ASPHALT SHALL COMPLY WITH SUDAS OR PUBLIC JURISDICTION STANDARDS, WHICH EVER IS STRICTER.
6. THE WORK DELINEATED IN THESE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS SHALL CONFORM TO CODES, STANDARDS AND REGULATIONS THAT HAVE JURISDICTION IN THE STATE(S) OF IOWA , THE COUNTY(S) OF JASPER , AND THE CITY(S) OF NEWTON .
7. REQUIREMENTS AND REGULATIONS PERTAINING TO R.F. SAFETY CODES AND PRACTICES MUST BE INCORPORATED IN THE WORK EVEN THOUGH THEY MAY NOT BE LISTED INDIVIDUALLY AND SEPARATELY IN EITHER THE DRAWINGS OR SPECIFICATIONS.
8. COMPARE FIELD CONDITIONS WITH ENGINEERING DRAWINGS. ANY DISCREPANCIES SHALL BE DIRECTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO FABRICATION AND/OR CONSTRUCTION. SUBMIT NECESSARY SHOP DRAWINGS PRIOR TO FABRICATION FOR APPROVAL BY THE ENGINEER. NO INFORMATION OR DETAILS ON THESE SHEETS MAY BE USED WITHOUT THE PERMISSION OF THE OWNER OR THE ENGINEER
9. SAFETY MEASURES: THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF THE PERSONS AND PROPERTY AND FOR INDEPENDENT ENGINEERING REVIEW OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTORS SAFETY MEASURES.
10. ANY AND ALL SPLICE LOCATIONS MUST CONTAIN AN 8' GROUND ROD.
11. ALL NEW UNDERGROUND INSTALLATION MUST CONTAIN A #12 LOCATE WIRE
12. PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.

PERMIT TRACKING

TRACKING #	ENTITY	TYPE	PERMIT #	STATUS
UPN-4718	CITY OF NEWTON	RIGHT OF WAY PERMIT		

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

(Signature) _____ (Date) _____

Printed or typed name _____

License number _____

My license renewal date is December 31, _____

Pages or sheets covered by this seal:



CALL BEFORE YOU DIG
(811)
72 HOURS NOTICE REQUIRED

The utilities displayed on this drawing are in approximate locations. Unite Private Networks disclaims any responsibility for the accuracy of this information. All utilities must be verified with the proper authorities prior to any excavation.



1511 BALTIMORE AVENUE
2ND FLOOR
KANSAS CITY, MO 64108
(866) 813-3608

NEWTON
JASPER COUNTY
USCC NEWTON CRAN 1

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PROJECT INFORMATION

SITE NAME: USCC NEWTON CRAN 1

SITE ADDRESS: VARIES

COUNTY: JASPER
LATITUDE: VARIES
LONGITUDE: VARIES

PROJECT DESCRIPTION:

1. INSTALLATION OF SINGLE 1-1/4" SDR 13.5 HDPE CONDUIT
2. INSTALLATION OF SINGLE 96 COUNT FIBER OPTIC CABLE IN NEW CONDUIT

CONTACTS

CITY OF NEWTON: 1700 N 4TH AVENUE W
NEWTON, IOWA 50208
CONTACT: JOE GRIFFE
CELL: (641) 791-0827
EMAIL: joeg@newtongov.org

UNITE PRIVATE NETWORKS: 1415 28TH STREET, SUITE 240
WEST DES MOINES, IA 50266
CONTACT: TYLER PERKINS
CELL: (515) 361-0491
EMAIL: tyler.perkins@upnfiber.com

NEWCOM
TECHNOLOGIES: 6000 GRAND AVENUE
DES MOINES, IOWA 50312
CONTACT: SEAN KELLY
OFFICE: (515) 633-1510
EMAIL: skelly@newcomtech.com

MATERIAL TAKE OFF

ITEM	AMOUNT
96 COUNT FIBER OPTIC CABLE	797 L.F.
IN EXISTING CONDUIT - OTHER	0 L.F.
IN EXISTING CONDUIT - UPN	0 L.F.
IN NEW CONDUIT	797 L.F.
ON AERIAL POLES	0 L.F.
1-1/4" SCH 13.5 HDPE CONDUIT	647 L.F.
36" X 24" X 36" HANDHOLE	1
3' X 3' X 3' MANHOLE	0
TYCO 450B SPLICE CASE AND 8" GROUND ROD	2
PANEL	0
SPLICING	AMOUNT
LOCATIONS	xx
BURNS	xx
ROAD/SIDE WALK REPAIR	AMOUNT
SIDEWALK - CONCRETE	0 SQ. FT
STREET - CONCRETE	0 SQ. FT
STREET - ASPHALT	0 SQ. FT
OTHER	0 SQ. FT
OTHER	AMOUNT
CORE DRILL EXISTING UPN MANHOLE	0

RUNNING LINE

SUPPORT STRUCTURE	AMOUNT
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 2 CONDUITS	0 L.F.
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 1 CONDUIT	647 L.F.
EXISTING CONDUIT - UPN	0 L.F.
EXISTING CONDUIT - OTHER	0 L.F.
AERIAL PLANT	0 L.F.

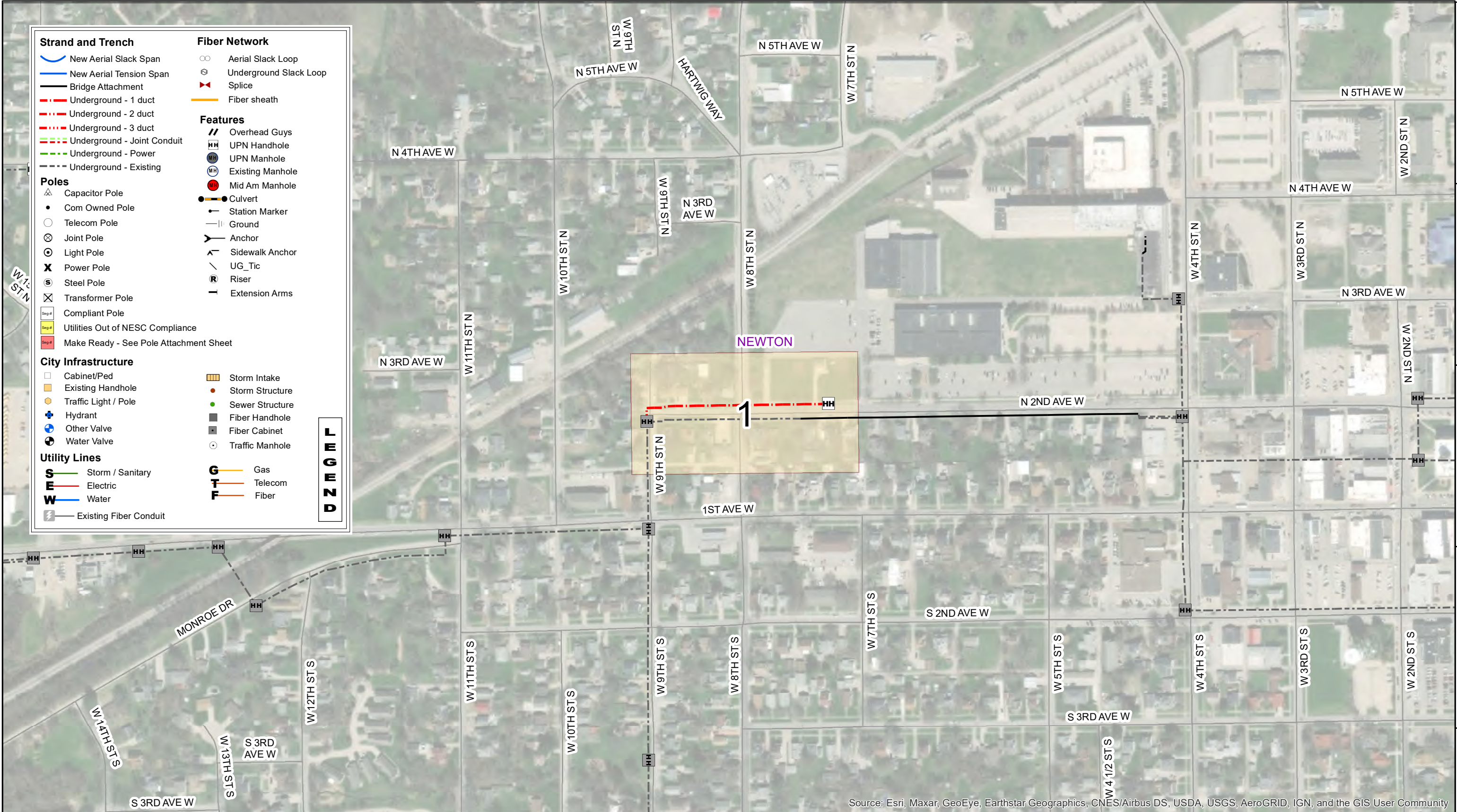
SHEET INDEX

SHEET	SHEET DESCRIPTION
OVERVIEW	USCC NEWTON CRAN 1 - OVERVIEW - 5 PAGES
UNC 01	USCC NEWTON CRAN 1 - FIBER ROUTE - 1 PAGE
XXX	XXX
XXX	XXX
XXX	XXX
XXX	XXX

USCC NEWTON CRAN 1

ORIENTATION:	GENERAL NOTES		
	PRINTED	SHEET NUMBER	REV
	03/07/2022	GN-1	A

11 X 17 "ANSI B" SIZE





6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



7200 NW 86TH STREET, SUITE M
KANSAS CITY, MO 64153
(866) 813-3608

Newton
Jasper County
USCC Newton CRAN 1

A	03-07-2022	ISSUED FOR REVIEW	VUM	SMK	SMK
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SCALE: 1" = 300'		DESIGNED BY: S. KELLY	DRAWN BY: V. MEZENTSEVA		



USCC NEWTON CRAN 1
OVERVIEW

PRINTED	SHEET NUMBER	REV
3/7/2022	OV-1	A



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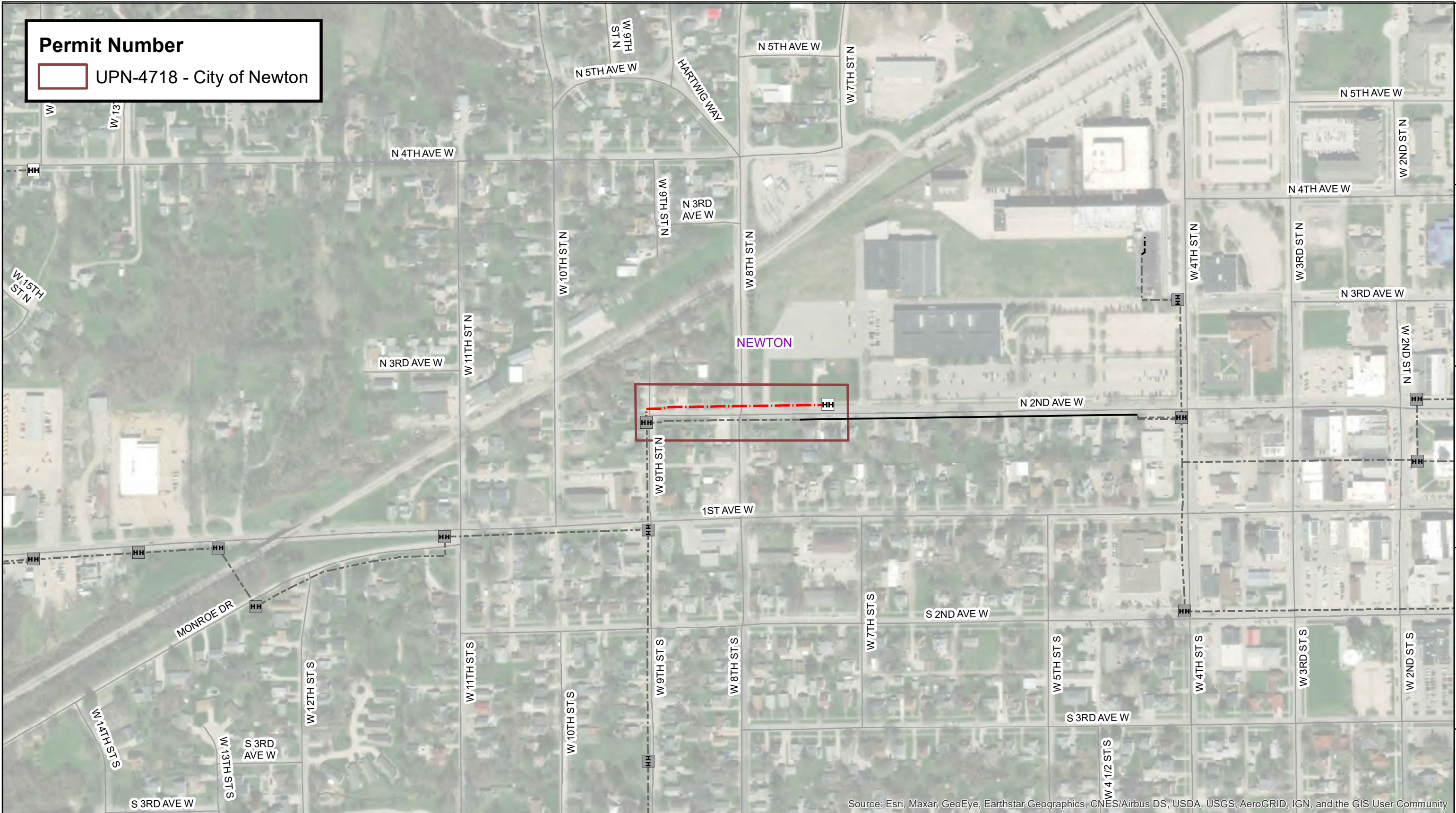
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Permit Number

UPN-4718 - City of Newton



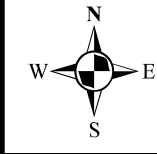
NewCom
Technologies
NewCom goes the extra mile!
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



7200 NW 86TH STREET, SUITE M
KANSAS CITY, MO 64153
(866) 813-3608

Newton
Jasper County
USCC Newton CRAN 1

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NO.	DATE	REVISIONS	BY	CHK	APP'D
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USCC NEWTON CRAN 1		
PERMIT BOUNDARIES		
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11 X 17 "ANSI B" SIZE

SURFACE QUALITY DATA (CL/ASCE 38-02)

QUALITY LEVEL -- A - EXPOSE SELECTED SUBSURFACE UTILITIES TO OBTAIN THREE-DIMENSIONAL INFORMATION. USE MINIMALLY INTRUSIVE EXCAVATION METHODS, SUCH AS VACUUM EXCAVATION. DEPICT RESULTING INFORMATION. THIS IS QUALITY LEVEL A (QL-A) INFORMATION.

QUALITY LEVEL -- B - USE APPROPRIATE SURFACE GEOPHYSICAL METHODS (I.E., PIPE AND CABLE LOCATORS, TERRAIN CONDUCTIVITY METHODS, RESISTIVITY MEASUREMENTS, METAL DETECTORS, GROUND PENETRATING RADAR, ETC.) TO DESIGNATE EXISTING SUBSURFACE UTILITIES OR TO TRACE A PARTICULAR UTILITY SYSTEM. THIS PROVIDES TWO-DIMENSIONAL HORIZONTAL INFORMATION. PLACE PAINT MARKS ON THE GROUND. PLACE IDENTIFICATION FLAGS OR STAKES ON THE PAINT MARKS OR CODING ON THE PAVEMENT AT 50-FOOT INTERVALS AND SURVEY TO PROJECT CONTROL. DEPICT RESULTING INFORMATION VIA COMPUTER-AIDED DESIGN AND DRAFTING (CADD) OR MANUAL PLOTTING ONTO THE CLIENT'S PLAN SHEETS, GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASES, OR OTHER APPROPRIATE DOCUMENTS. THIS IS QUALITY LEVEL B (QL-B) INFORMATION. IF REQUESTED BY THE PROJECT OWNER, ALSO PERFORM SURVEYING AND DEPICT INFORMATION ABOUT AERIAL UTILITIES

QUALITY LEVEL -- C - MAKE FIELD OBSERVATIONS TO IDENTIFY VISIBLE ABOVE-GROUND UTILITY FEATURES. SURVEY AND PLOT RESULTING INFORMATION. THIS IS QUALITY LEVEL C (QL-C) INFORMATION.

QUALITY LEVEL -- D - OBTAIN EXISTING UTILITY INFORMATION FROM OTHER SOURCES. REVIEW ALL INFORMATION THAT CAN BE OBTAINED AND PLOT IT ON A UTILITY COMPOSITE DRAWING OR EQUIVALENT. THIS IS QUALITY LEVEL D (QL-D) INFORMATION.

EXISTING SUBSURFACE UTILITY DATA (CI/ ASCE 38-02)					
UTILITY	UTILITY NAME	QUALITY LEVEL A	QUALITY LEVEL B	QUALITY LEVEL C	QUALITY LEVEL D
CABLE					
ELECTRIC	MIDAMERICAN ENERGY			X	
GAS	MIDAMERICAN ENERGY			X	
SANITARY	CITY OF NEWTON			X	
STORM	CITY OF NEWTON			X	
WATER	CITY OF NEWTON			X	
COMMUNICATIONS	CENTURY LINK			X	
COMMUNICATIONS	MEDIACOM			X	
COMMUNICATIONS					

All pole line clearances are engineered in compliance with customer/pole owner and NESC Rule 232 clearance limits

National Electrical Safety Code Recital

Rule 232	Minimum Clearance of Communication Conductors (Local rules may differ from NESC)	
Category	Description	Minimum
-1	Track rails of railroads, except overhead electrified	23.5'
-2	Roads, streets, alleys, non-residential driveways, parking lots and other areas subject to truck traffic	15.5'
-3	Residential driveways	15.5'
-4	Other land traversed by vehicles	15.5'
-5	Spaces or ways accessible to pedestrian or restricted 8' vehicle clearance	9.5'
-6	Water areas not suitable for sail boating	14'
-7	Water areas suitable for sail boating	
	- less than 20 acres	17.5'
	- 20 to 200 acres	25.5'
	- 200 to 2000 acres	31.5'
	- Over 2000 acres	37.5'

Environmental conditions:

The condition below which produces the largest final sag will be used		
120° F, no wind displacement and final sag		
or		
32° F, no wind displacement, final sag and ice loading for specific zone		



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NEWTON
JASPER COUNTY
USCC NEWTON CRAN 1

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USCC NEWTON CRAN 1

SURFACE QUALITY DATA

PRINTED	SHEET NUMBER	REV
03/07/2022	SQ-1	A

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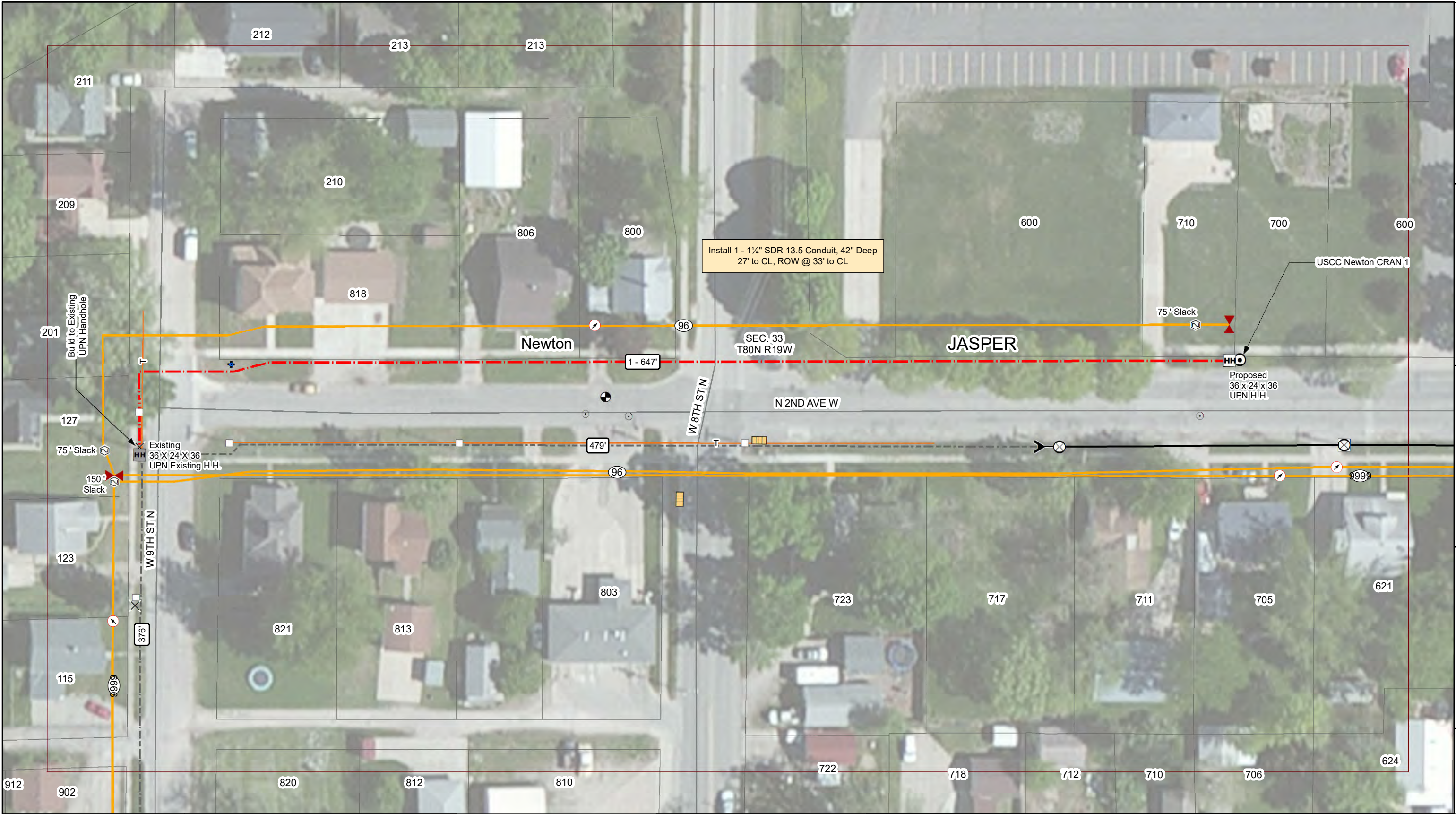
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11 X 17 "ANSI B" SIZE



6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611

1511 BALTIMORE AVENUE
2ND FLOOR
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(866) 813-3608

Newton
Jasper County
USCC Newton CRAN 1

NO.	DATE	REVISIONS	BY	CHK	APP'D
A	03-07-2022	ISSUED FOR REVIEW	VUM	SMK	SMK

SCALE: 1" = 50'

DESIGNED BY: S. KELLY
DRAWN BY: V. MEZENTSEVA

USCC NEWTON CRAN 1
CONSTRUCTION PLANS

PRINTED	SHEET NUMBER	REV
3/7/2022	Sheet 1 of 1	A

50 25 0 50 100 Feet

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11 X 17 "ANSI B" SIZE

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Jasper County

Report Number: 22-100

Date:

April 4, 2022

Summary:

An agreement with Jasper County to utilize public right-of-way for installing a fiber optic communications network.

Lead Department:

Public Works

Financial Impact:

No Fee Agreement.

Recommendation:

Approve

Background:

Jasper County, Iowa is proposing connecting their new office building on N 4th Ave W to their existing fiber optic system at the Jasper County Courthouse. The project is shown on the attached route attachment.

The proposed underground portion of the route includes 1,254 lineal feet of improvements in the City of Newton right-of-way. This would be a no cost agreement between two local government agencies.

The Public Works Department has reviewed the route of the proposed improvements, and will be working with Jasper County and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements. All construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Public Works Department.

Recommendation:

Approval of the telecommunications licensing agreement Jasper County, Iowa.

Brian Laube
Acting City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH JASPER COUNTY**

WHEREAS, Jasper County is proposing connecting their new office building on N 4th Ave W to their existing fiber optic system at the Jasper County Courthouse; and

WHEREAS, the proposed underground portion of the route includes 1,254 lineal feet of improvements in the City of Newton right-of-way; and

WHEREAS, the Public Works Department has reviewed the route of the proposed improvements, and will be working with Jasper County and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements; and

WHEREAS, all construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Public Works Department; and

WHEREAS, the City of Newton has prepared a licensing agreement for the construction and maintenance of said telecommunications system based on that portion of said telecommunications system inside the City right-of-way; and

WHEREAS, this would be a no cost licensing agreement between two local government agencies; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Jasper County, Iowa.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Cosco Home Center

Aurora Co-Op Food Store

Newton Public Library

DHS Handhole 3

Best Western Holiday Manor

Bank Iowa Newton

Diamond Vinyl Paint Store

Akaya Salon Suites & Day Spa

ReMax Real Estate Kathleen May

N 2nd Ave W

N 2nd Ave W

N 2nd Ave W

Parker Machine & Performance

Advantage Credit Union

Otto Law Office, PLLC

Handhole 2

Handhole 1
Courthouse

Jasper County Drivers License

Julie A. Mc Carey, RPH

Jasper County Attorney

Edward Jones Financial Advisor, Lewis Fargot

Bridgehouse Coffee Co

EarthWise Pet Supply & Grooming Newton

A LICENSE TO UTILIZE PUBLIC RIGHT-OF-WAYS FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A FIBER OPTIC NETWORK

SECTION 1. DEFINITIONS

- a. "City" shall mean the City of Newton, Iowa and, where appropriate, shall include its officers, employees and agents.
- b. "Public Improvements" shall mean any improvements as defined in Code of Iowa Section 384.95, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto, and in addition public utilities, on Public Property.
- c. "Public Property" shall mean City-owned or controlled public rights-of-way, easements, bridges, squares or commons.
- d. "Licensee" shall mean Jasper County, Iowa and shall include all equipment owned, operated, leased or subleased in connection with the operation of the network, and shall include but not be limited to poles, overhead or underground wires, pipes, overhead or underground cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures or appurtenances.

SECTION 2. BASIC GRANT

Licensee is hereby granted a license to construct, maintain, inspect, protect, repair, replace and retain a communications system in, under, upon, along and across the Public Property shown and identified in Exhibit A hereto, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.

SECTION 3. TERM OF LICENSE

This License shall consist of two separate duration periods, a construction period and a maintenance period. Both periods commence on the execution of the license by both parties.

Construction – Licensee shall have a period of 18 months to put into place the utilities, which Licensee has provided the details on pursuant to other sections of this License.

Maintenance - Licensee shall have the right under this License, after providing proper notice to the City, to maintain/repair its existing utilities. The expansion of (either in geography or in size/capacity) or upgrading of the utility is not considered maintenance/repair.

SECTION 4. FEES REQUIRED

- a. Licensee shall pay the City an administrative license fee in the amount of \$0.00 (zero dollars and zero cents), payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.
- b. If during the term of this License the City enacts an Ordinance requiring

compensation from telecommunications providers on a competitively neutral and nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, as if the Ordinance were in effect on the date hereof.

SECTION 5. PERMIT PROCESS FOR INSTALLATION, REPAIR, EXTENSION OR EXPANSION OF THE NETWORK

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system in the City, the Licensee shall file with the Public Works Department of the City a written statement verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its system. The statement shall be accompanied by a map, plan or specifications showing the proposed location of the system components with reference to streets and alleys and the location of other utilities, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground it is proposed to repair or to lay the same. If the proposed locations of any facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any public improvements or any existing public utility system component, or other structure upon or under public property, the Public Works Director shall within 30 days after the filing of such plan, map or specifications, note the changes necessary, eliminate all interference with a public improvement or existing public utility system facility and refer the same back to the Licensee for amendment. Such map, plan or specifications, when properly changed and corrected, shall be filed in the Public Works Department, and after the approval of the same by the Public Works Director, a permit shall be issued authorizing the Licensee to proceed in accordance with the approved maps, plans or specifications. No such excavation, construction or erection shall be commenced before the issuance of the permit herein provided for, unless it is an emergency as described in the Newton City Code, and all work shall be in accordance with the approved maps, plans or specifications.

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in public property at any time or for any purpose by the Licensee shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). All pavement taken up or damaged or other disturbed areas shall be properly and speedily replaced in accordance with the City's Regulations. As a condition to use of Public Property, the Licensee shall at its own expense repair any private property, utility system component, public improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work, in a manner reasonably acceptable to City. If the Licensee fails to repair or arrange with the City for the proper repair of any Public Property after excavations have been made, and after seven day's notice in writing to do so is given to its designated representative, the City may make such repairs at the expense of the Licensee.

SECTION 7. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public property for purposes of routine repair, replacement, and maintenance of poles,

wires, or other excavations. The Licensee shall obtain a permit pursuant to City Ordinances and Regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the Public Works Director with notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in accordance with the existing City Ordinance in performing such work. In emergencies which require immediate excavation the Licensee may proceed with the work without first applying for the permit, provided, however, that the Licensee shall apply for and obtain the permit as soon as possible after commencing such emergency work.

If the Licensee fails to comply with the provisions of the City Code the City may repair or restore the public property to a condition as good as the condition of the property prior to the disturbance by the Licensee and the Licensee shall pay the costs of such repair or restoration. The Licensee shall pay to the City its costs and charges for such work within thirty days after receipt of the City's billing.

SECTION 8. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any public property occupied by the Licensee and to change any curb or sidewalk or the grade of any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties. Nothing in this License shall be construed as to relieve any other person or corporation from liability for damage to the Licensee's facilities.

SECTION 9. LICENSEE CONTRACTORS

The requirements of the License shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

SECTION 10. CONDITIONS OF STREET OCCUPANCY

This fiber optic cable systems and other components of the facilities erected by the Licensee within the City shall conform to established grades of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon public property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin public property.

The Licensee shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the Public Works Director.

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such

improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

The Licensee shall not place its facilities in the public property where the same will interfere with the normal use or maintenance of any public improvement including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public utility facility.

Upon request, the Licensee agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner, but not more than forty-eight hours after the time of request. As a condition of this License the Licensee shall enroll as a member of the 'Iowa One-Call System' and shall respond to all requests and notifications placed to the toll free 'One-Call' number.

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation with sod in conformance with city ordinances and in accordance with standard local practices for placing sod.

SECTION 11. POWERS OF CITY

Nothing in this License shall be construed to abridge the right or power of the City to make further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 12. PLANS AND COORDINATION

Upon completion of the work the Licensee shall promptly furnish to the City copies of 'as-built' plans related to its facilities located on Public Property.

The Licensee shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with this License.

SECTION 13. VIOLATIONS OF LICENSE

Upon evidence being received by the City that a violation or breach of this License or violation of codes or ordinances lawfully regulating the Licensee in the operation of its facilities, or in the use of public property therefore is occurring or has occurred, (hereinafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred the City may take appropriate steps to secure compliance with the terms of this License or the codes or ordinances.

The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty days after receipt of such notice; provided, however, where any such default cannot reasonably be cured within such thirty (30) day period, if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

If the Licensee fails to cure a default within the time allowed the City shall have the right to:

- (i) seek specific performance; or
- (ii) remedy the default by doing the act itself, or through a contractor, and charge the costs of such work to the Licensee; or
- (iii) seek damages for such default; or
- (iv) any combination of (i), (ii) and (iii).

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts to be set by the City. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's gross negligence. In no event shall the City be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

SECTION 15. SEVERABILITY

In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this License or their validity or legality, and this License in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this License.

SECTION 16. ASSIGNMENT

Neither party shall assign or otherwise transfer this License or any of its rights and interest to any firm, corporation or individual without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this License, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party, or any lease, sublease, indefensible right of use, or sale or transfer of, conduit, fiber or similar facilities with Licensee's telecommunication system to any third party users of such facilities.

SECTION 17. VACATION OF STREETS AND ALLEY

So long as the Licensee exercises the rights granted to it hereunder the City will not, by ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of

such property for the said facilities in accordance with the terms of this License, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City:

Newton Public Works Director
403 W 4th Street North, Suite #501
Newton, Iowa 50208

If to Licensee:

Jasper County _____
Attn: _____

Newton, IA 50208

Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on the date of mailing in done by certified mail, or otherwise on the date actual notice is received.

SECTION 19. TELECOMMUNICATIONS ACT

This License is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934 as amended, the Telecommunications Act of 1996 as amended and the Rules and Regulations of the FCC. Neither City nor Licensee waive any rights they may have under any such laws, rules or regulations.

This LICENSE is entered into as of the _____ day of _____, 20____.

LICENSEE

By: 
Ryan Eaton

Title: Chief Information Officer

CITY OF NEWTON

By: _____
Michael L. Hansen, Mayor

Attest: _____
City Clerk

City of Newton Council Report

Item: Resolution authorizing the purchase of a snowplow truck with wing and underbody scraper for the Public Works Department.

Summary: To replace an existing snowplow truck.

Financial Impact: \$196,890.00 paid with Road Use Tax Funds.



Report Number: 22-101

Date: April 4, 2022

Lead Department: Public Works

Recommendation: Approve

Background

A new wing snowplow truck was included in the capital equipment plan for fiscal year 2022-2023. The new plow truck will be outfitted with a front plow, wing plow, underbody scraper plow, pre-wet system, sander and dump box making it a versatile piece of equipment. These same plow trucks are also used for hauling snow away from the downtown after the plowing operations have been completed and are also used for hauling materials, equipment and pulling trailers throughout the construction season.

A new wing snowplow truck is consistent with the city's mission statement of providing the highest level of service within the constraints of the budget, based on continuous improvement.

Utilizing Sourcwell, a public purchasing cooperative for state & local governments, city staff requested bids to meet City of Newton's specifications.

The following bid for a 39,000 lbs GVWR 4x2 single-axle cab chassis was obtained:

<u>Chassis Dealer</u>	<u>Model</u>	<u>Bid Price</u>
O'Halloran International, Altoona, IA	HV 507 Navistar Truck	\$196,890.00

The snow equipment bid package from Sourcwell includes a front plow, wing plow, underbody scraper plow, sander, pre-wet system; dump box and related required equipment installed on the cab chassis. Using the Sourcwell bid for the International truck chassis with a 60-month, 100,000-mile warranty from O'Halloran International for \$93,051.00 and snow removal equipment package bid from Henderson Equipment of \$103,839.00 the total cost for the truck and snow equipment is \$196,890.00. To receive the finished truck before the 2022-2023 snow season, staff recommends ordering the truck in April 2022.

Recommendation:

Approval of the resolution authorizing the purchase of a cab chassis truck from O'Halloran International of Altoona, Iowa for \$196,890.00 will be paid utilizing Road Use Tax Funds.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AUTHORIZING PURCHASE OF A SNOWPLOW TRUCK
WITH WING AND UNDERBODY SCRAPER FOR THE PUBLIC
WORKS DEPARTMENT.**

WHEREAS, purchasing a wing snowplow truck was identified as a need during the 2022-2023 CIP/CEP process; and

WHEREAS, the wing snowplow truck has been determined to be appropriate piece of equipment for the operational needs of the Public Works Department; and

WHEREAS, bids for a snowplow truck and snow equipment package were obtained utilizing Sourcewell public bidding procedure; and

WHEREAS, O'Halloran International of Altoona, Iowa was the successful bidder utilizing Sourcewell for \$93,051.00 and bid of \$103,839.00 from Henderson Equipment of Manchester, Iowa for the snow equipment, the total cost for the truck and snow equipment is \$196,890.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to proceed with the purchase of a single-axle wing snowplow truck from O'Halloran International of Altoona, Iowa in the amount of \$196,890.00. This purchase and will be paid using Road Use Funds.

PASSED this _____ day of _____, 2022.
APPROVED this _____ day of _____, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: A resolution setting a public hearing for the sale of City-owned property at 1024 N 11th Avenue East

Summary: Action to set a public hearing.

Financial Impact: No cost.



Report Number: 22-102

Date: April 4, 2022

Lead Department:
Community Development

Recommendation:
Approve

Summary: The City of Newton has acquired the subject property through the Newton D&D program. The demolition is planned to be completed by April 30, 2022.

There has been expressed interest by a local developer.

This resolution sets a public hearing for May 2, 2022 to act on a possible purchase/redevelopment agreement.

Offers must be received by 10:00 AM on April 22, 2022 to be considered.

Recommendation:

City Staff recommends approval.

A handwritten signature in black ink, appearing to read "Brian Laube".

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 1024 NORTH 11TH AVENUE EAST

WHEREAS, the City of Newton owns a property located at 1024 North 11th Avenue East, legally described as: LOT 1 IN BLOCK 2 EXCEPT THE WEST 8 FEET; AND LOT 6 IN BLOCK 2 EXCEPT THE WEST 25.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE EAST 8 FEET OF THE WEST 33.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE NORTH 80 FEET; AND OUTLOT C EXCEPT THE NORTH 200 FEET; ALL IN DODGE’S SUBDIVISION, IN NEWTON, JASPER COUNTY, IOWA AS THE SAME APPEARS IN PLAT BOOK D AT PAGE 53 IN THE OFFICE OF THE COUNTY 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 May 2, 2022 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 May 2, 2022, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property1024 North 11th Avenue East, legally described as: LOT 1 IN BLOCK 2 EXCEPT THE WEST 8 FEET; AND LOT 6 IN BLOCK 2 EXCEPT THE WEST 25.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE EAST 8 FEET OF THE WEST 33.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE NORTH 80 FEET; AND OUTLOT C EXCEPT THE NORTH 200 FEET; ALL IN DODGE’S SUBDIVISION, IN NEWTON, JASPER COUNTY, IOWA AS THE SAME APPEARS IN PLAT BOOK D AT PAGE 53 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on April 22, 2022, to the Newton Community Development Department; 403 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 April, 2022

APPROVED this _____ day of April, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 1,324.85
Alliant Energy/IPL	All	Utilities	\$ 1,211.14
Altena, Randy & Karen	Private Incentives	Incentive	\$ 10,000.00
Amazon Capital Services	All	Supplies	\$ 1,680.29
American Business Phones	Landfill	Supplies	\$ 1,883.49
Amerigroup Iowa, Inc.	Fire	Reimbursement	\$ 1,055.91
Auto-Jet Muffler Corp	City Garage	Supplies	\$ 327.55
Axon Enterprise Inc	Police	Supplies	\$ 4,005.05
Baker & Taylor	Library	Books	\$ 2,008.42
Baker & Taylor Entertainment	Library	DVDs	\$ 144.76
Black Clover Enterprises LLC	Golf	Merchandise	\$ 1,262.21
Black Hills Energy	Airpot/ WPC	Utilities	\$ 7,905.95
Blackstone Publishing	Library	Books	\$ 36.00
Boelyn, Nathaniel & Tori	Private Incentives	Incentive	\$ 10,000.00
Bolton & Menk Inc	Public Works	Service	\$ 19,594.50
Book Farm LLC	Library	Books	\$ 87.80
Bound Tree Medical LLC	Fire	Supplies	\$ 168.00
Budget Repair	Fire	Service	\$ 70.00
Burdess, Rob	Police	Reimbursement	\$ 88.82
Callaway Golf	Golf	Merchandise	\$ 343.08
Capital One	Fire/Library/Police	Supplies	\$ 546.64
CCL Supply LLC	Water Pollution Control	Supplies	\$ 333.38
CDW Government Inc	Finance	Supplies	\$ 450.77
Cengage Learning	Library	Books	\$ 67.17
Certified Laboratories	Parks/Street	Supplies	\$ 745.64
Cintas	All	Service	\$ 786.10
City of Colfax	Fire	Reimbursement	\$ 70.00
Con-Struct Inc	Airport	Service	\$ 118,568.26
Danko Emergency Equipment	Fire	Supplies	\$ 255.99
Davis Equipment Corp	Golf	Supplies	\$ 75.87
Demco Inc	Library	Supplies	\$ 270.75
Dept of Inspections & Appeals	Maytag Pool	License	\$ 150.00
Diamond Vogel Inc	Parks	Supplies	\$ 244.60
Digium Cloud Services LLC	All	Utilities	\$ 417.48
DMACC - Ankeny Campus	PW	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 62,567.98
Electric Pump	Water Pollution Control	Supplies	\$ 10,871.00
EMS Logik	Fire	Supplies	\$ 100.00
Envisionware Inc	Library	Service	\$ 1,070.00
FBG Service Corporation	Library	Service	\$ 1,644.00
Fire Engineering	Fire	Supplies	\$ 34.95
Forbes Office Solutions	Library/WPC	Service	\$ 175.48
Grainger Inc	Water Pollution Control	Supplies	\$ 134.07
Gregg Young Auto Center	Police	Service	\$ 2,284.29
Gumdrop Books	Library	Books	\$ 1,147.65
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,206.10
Henderson Products Inc	Snow Removal	Supplies	\$ 866.21

Homeguard Security Alarm	All	Service	\$ 360.00
Hornung's	Golf	Merchandise	\$ 334.24
Hy-Vee Inc	Executive	Supplies	\$ 50.20
Image Trend Inc	Fire	Service	\$ 1,140.00
IMFOA	Finance	Conference	\$ 125.00
Iowa Audio Video	Library	Service	\$ 240.00
Iowa Division of Labor Service	City Center	Service	\$ 40.00
Iowa Fire Equipment	Landfill	Service	\$ 309.25
Jasper Construction Services	Cemetery	Supplies	\$ 152.58
Johnson Aviation	Airport	Service	\$ 3,075.60
Journal of Light Construction	Building	Supplies	\$ 49.95
Kiesler's Police Supply	Police	Supplies	\$ 188.70
Koch Office Group	Library	Service	\$ 165.00
Lands' End Business Outfitters	Fire	Supplies	\$ 71.92
Liberty Tire Services LLC	Landfill	Service	\$ 135.00
Library Supply Solutions	Library	Supplies	\$ 476.00
Liebl Marketing Group	Landfill	Service	\$ 3,330.00
M2C Inc	Water Pollution Control	Supplies	\$ 240.00
Magnum Automotive	Police	Service	\$ 185.87
Marlow White -Military	Police	Supplies	\$ 754.00
Martha Stewart Living	Library	Supplies	\$ 22.00
Martin Marietta Materials	Street	Supplies	\$ 4,972.53
McMaster-Carr	Water Pollution Control	Supplies	\$ 129.01
Mediacom	Golf	Utilities	\$ 187.68
Menards-Altoona	Snow Removal	Supplies	\$ 48.42
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 653.79
MG Laundry Corporation	City Center/Fire	Service	\$ 113.70
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 1,861.50
Midwest Alarm	Library	Service	\$ 134.73
Minitex	Library	Supplies	\$ 366.00
Municipal Pipe Tool Co	Water Pollution Control	Supplies	\$ 489.93
NAPA Auto Parts	All	Supplies	\$ 1,965.23
News Printing Company	All	Supplies	\$ 4,448.40
Newton Development Corp	Hotel Motel Tax/TIF's	Service	\$ 19,000.00
Newton Housing Development Corporation	Fairmeadows N TIF	Service	\$ 10,000.00
O'Reilly Auto Parts	Parks	Supplies	\$ 50.46
Pesticide Bureau - IDALS	Parks	Training	\$ 75.00
Peter, Phyllis	Library	Supplies	\$ 15.00
Pitney Bowes	Finance	Service	\$ 180.00
Pitney Bowes Global Financial Services	Library	Service	\$ 164.97
Preferred Pest Control Inc	Library	Service	\$ 364.00
Premier Office Equipment	Police	Supplies	\$ 199.45
Quill Corporation	Libray/Police/PW	Supplies	\$ 309.76
R&R Products Inc	Golf	Supplies	\$ 595.00
Ray, Randy	Police	Service	\$ 397.52
Reserve Account-Pitney Bowes	Finance/Library	Postage	\$ 5,000.00
Smith Quality Rental	Fire	Supplies	\$ 49.50
Spahn & Rose Lumber Co	Fire/Storm Water/Street	Supplies	\$ 411.55
Superior Welding Supply	City Garage	Supplies	\$ 31.11
Terry, Nicole	Library	Supplies	\$ 20.00
Theisen's	All	Supplies	\$ 1,003.51
Theisen's Marshalltown	Street	Clothing	\$ 201.98

TK Elevator	City Center	Service	\$ 198.65
Tompkins Industries Inc	City Garage	Supplies	\$ 145.31
Town & Country Wholesale Co	Golf	Concessions	\$ 1,083.83
Trophy Outlet Inc	Parks	Supplies	\$ 102.49
Truck Center Companies	Airport	Supplies	\$ 184.28
True Value Hardware	Street	Supplies	\$ 17.50
Two Rivers Cooperative	Golf	Fuel	\$ 1,818.57
Van Maanen Electric Inc	Airport	Service	\$ 142.35
Van Wall Equipment	Golf	Supplies	\$ 545.36
Warnick & Reeves Mechanical	Library	Maintenance	\$ 675.96
Water Department	All	Utilities	\$ 208.84
Windstream	Airport/City Center	Utilities	\$ 103.86
Yenger, Jeremy & Reanna	Private Incentives	Incentive	\$ 10,000.00
Zimco Supply Company	Golf	Supplies	\$ 2,817.37
Total			\$ 353,107.36

Pre-Authorized Payments

AT & T Mobility	Landfill	Utilities	\$ 110.06
Black Hills Energy	All	Utilities	\$ 7,631.19
Dish Network	Airport	Utilities	\$ 142.07
Mediacom	Administration	Utilities	\$ 296.90
United States Cellular	All	Utilities	\$ 277.25
Verizon Wireless	Police	Utilities	\$ 15.02
Water Department	All	Utilities	\$ 114.74
Windstream	All	Utilities	\$ 310.64
Total			\$ 8,897.87

ACH Payments from Great Southern Bank

Met Life Dental	Insurance	All	\$ 10,050.05
Payroll 3-15-22	Payroll	All	\$ 412,239.37
Mutual of Omaha	Insurance	All	\$ 8,542.74
State of Iowa	Sales Tax	General	\$ 3,900.00
Wellmark BC/BS	Insurance	All	\$ 180,466.42
Total:			\$ 615,198.58

City of Newton Council Report

Item: Resolution awarding contract for the N 4th Ave W Traffic Signal Improvement 2022-01.

Summary: Award contract to Van Maanen Electric Inc for the N 4th Ave W Traffic Signal Improvement 2022-01.

Financial Impact: \$202,654.00 from the Road Use Tax



Report Number: 22-103

Date: April 4, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

The traffic signal at N 4th Ave W and Hwy 14 is 47 years old and has become outdated. Parts are starting to fail, due to the age of signal, replacement parts have become obsolete.

This project includes upgrades to signal poles with mast arms for the side streets. Replace signal poles, upgrades to video detection, upgraded traffic signal equipment; cabinet, signs, wiring and signal heads.

The following submitted bid was received and opened on March 25, 2022:

<u>Company's</u>	<u>Bid Price</u>
Van Maanen Electric Inc. Newton IA	\$202,654.00

The apparent low bidder is Van Maanen Electric Inc. of Newton, IA in the amount of \$202,654.00. This project has a milestones schedule with completion of the underground of October 30, 2022 and completion date of May 1st, 2023.

The engineer's cost estimate for construction was \$213,442.

Recommendation:

Award the project to the lowest responsive, responsible bidder, Van Maanen Electric Inc. Newton, IA, in the amount of \$202,654.00 utilizing Road Use Tax funds.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AWARDING CONTRACT FOR THE
N 4TH AVE W TRAFFIC SIGNAL IMPROVEMENT 2022-01**

WHEREAS, the traffic signal at N 4th Ave W and Hwy 14 is 47 years old and has become outdated. Parts are starting to fail, due to the age of signal, replacement parts have become obsolete; and

WHEREAS, this project includes upgrade to signal poles with mast arms for the side streets. Replace signal poles, upgrades to video detection, upgraded traffic signal equipment; cabinet, signs, wiring and signal heads; and

WHEREAS, sealed bids were received and opened on March 25, 2022; and

WHEREAS, Van Maanen Electric Inc. of Newton, IA was the lowest responsive, responsible bidder for the N 4TH AVE W TRAFFIC SIGNAL IMPROVEMENT 2022-01 project in the amount of \$202,654.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from Van Maanen Electric Inc. Newton, IA, in the amount Two hundred and two thousand six hundred fifty-four dollars and zero cents (\$202,654.00) for the 4TH AVE W TRAFFIC SIGNAL IMPROVEMENT 2022-01 project, as described in the plans and specifications, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Van Maanen Electric Inc. of Newton IA for the N 4TH AVE W TRAFFIC SIGNAL IMPROVEMENT 2022-01 project as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk on behalf of the City.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution awarding contract for the Newton City Hall Parking Lot Reconstruction Project

Summary: Award contract to TK concrete Inc. for the Newton City Hall Parking Lot Reconstruction Project

Financial Impact: \$495,900.00 utilizing \$366,271.90 in Capital Funding, \$110,500 in the City Center General Fund FY23 Budget, and \$19,218.10 in General Funds that were budgeted for the Transfer to Golf in the FY22 Budget that is no longer needed.



Report Number: 22-104

Date: April 4, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

The parking lot for City Hall is approximately 34 years old and has begun to deteriorate causing an unsightly appearance and safety concerns for citizens and city employees. Other issues, including a need for additional parking spaces, drainage issues, and non-compliance with current design and ADA standards have made it necessary for the parking lot to be reconstructed.

The current parking lot, police storage garage, and underground water storage tank will be removed and replaced with 6" and 7" PCC pavement with 6" of granular subbase. Along with this work a new parking lot will be built on the city-owned vacant lot at 201 W 4th St. S. This new parking lot will bring an additional 23 parking spots to the area. New sidewalks and ADA ramps are to be constructed on the North, South, and East sides of City Hall and the new parking lot across the street.

The following submitted bids were received and opened on March 25, 2022:

<u>Company's</u>	<u>Bid Price</u>
Tk Concrete Inc.	\$495,900.00
Absolute Concrete Construction, Inc.	\$598,692.00

The lowest responsive, responsible bidder is TK concrete Inc. Pella, IA in the amount of \$495,900.00. Engineer's construction cost estimate was \$415,219.00. This project has a completion date of September 30, 2022

Recommendation:

Award the project to the lowest responsive, responsible bidder, TK concrete Inc. Pella, IA, utilizing \$366,271.90 in Capital Funding, \$110,500 in the City Center General Fund FY23 Budget, and \$19,218.10 in General Funds that were budgeted for the Transfer to Golf in the FY22 Budget that is no longer needed.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AWARDING CONTRACT FOR THE NEWTON CITY
HALL PARKING LOT RECONSTRUCTION PROJECT**

WHEREAS, The parking lot for City Hall is approximately 34 years old and has begun to deteriorate causing an unsightly appearance and safety concerns for citizens and city employees. Other issues, including a need for additional parking spaces, drainage issues, and non-compliance with current design and ADA standards have made it necessary for the parking lot to be reconstructed; and

WHEREAS, The current parking lot, police storage garage, and underground water storage tank will be removed and replaced with 6" and 7" PCC pavement with 6" of granular subbase, in addition to constructing a new parking lot on the city-owned vacant lot at 201 W 4th St. S. This new parking lot will bring an additional 23 parking spots to the area. New sidewalks and ADA ramps are to be constructed on the North, South, and East sides of City Hall and the proposed lot directly across the street; and

WHEREAS, sealed bids were received and opened on March 25, 2022; and

WHEREAS, City staff recommends that the City of Newton award a contract to TK concrete Inc of Pella, IA for the Newton City Hall Parking Lot Reconconstruction project based on the low responsive, responsible bid received in the amount of \$495,900.00, utilizing \$366,271.90 in Capital Funding, \$110,500 in the City Center General Fund FY23 Budget, and \$19,218.10 in General Funds that were budgeted for the Transfer to Golf in the FY22 Budget that is no longer needed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of TK concrete Inc of Pella, IIA, in the amount Four Hundred and Ninety-Five Thousand Nine Hundred Dollars and Zero cents (\$495,900.00) for the Newton City Hall Parking Lot Reconstruction Project, as described in the plans and specifications, is hereby accepted.

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

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Ordinance amending and updating the code of ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 155: Site Plan Control and Chapter 158: Zoning, to amend residential development standards and increase transparency in administrative procedures.

Summary: The proposed code amendments address concerns addressed by a citizen housing group including setbacks, erosion control, dumpster enclosures, and additional public notice.

Financial Impact: None.

Report Number: 22-064

Date: March 7, 2022

Lead Department: Community Development

Recommendation: Approve

Proposal: To amend the Newton Site Plan Control and Zoning codes to clarify, increase, or amend minimum requirements associated with residential development in Newton. A citizen-led committee was formed in late-2021 to review and consider aspects associated with both desirable and undesirable residential developments.

After the initial ideas were presented to City Council and subsequently to the Planning & Zoning Commission, city staff began researching possible amendments based on the committee's input, best practices, comparable Iowa cities, and other relevant influencing factors. The proposed amendments were shared with members of the committee and the chair attended the Planning & Zoning Commission meeting on February 1, 2022. After a thoughtful evaluation of the proposed amendments, the Planning & Zoning Commission unanimously voted to recommend approval of the ordinance amendments.

The amendments include:

- Requiring an Erosion Control Plan as part of the building permit process to prevent dirt from crossing property lines during construction (see attachment).
- Requiring permanent dumpster enclosures on new multi-family developments.
- Creating a Size and Density table for bulk development requirements for ag and residential districts, making the code more user-friendly for developers.
 - o Increasing side yard setback requirements for R-1, R-2, R-3, and R-4 districts from 5 feet to 8 feet.
 - o Providing a standard of distance between buildings on multi-family developments of 16 feet (zoning code previously had no standard).
- For any project or development that requires a public hearing, requiring the property owner/applicant to also post a sign on the property giving notice of the proposed development.

Notification of Proposal: In accordance with State Code requirements, notice of the public hearing was published in the Newton Daily News on March 1, 2022.

Analysis: Zoning is a key tool used to separate uses thought to be incompatible and to promote the health, safety, and welfare of residents within a community. Amendments such as these have a significant impact on the community, so it is imperative to recognize that a strong desire for attractive residential development must avoid negative consequences such as overly restrictive regulations that could discourage builders and developers from investing in Newton. The proposed changes will not be overly prohibitive to encourage future development and will serve as a reasonable and effective method of addressing the immediate desires of the citizen-led committee.

Recommendation: City Staff recommends approval of the ordinance.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA TITLE XV: LAND USAGE, CHAPTER 155: SITE
PLAN CONTROL AND CHAPTER 158: ZONING, TO AMEND MINIMUM
RESIDENTIAL DEVELOPMENT STANDARDS AND INCREASE
TRANSPARENCY IN ADMINISTRATIVE PROCEDURES.**

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 155: SITE PLAN CONTROL and Chapter 158: ZONING, is hereby amended by adding or deleting the following:

§ 155.04 APPLICABILITY.

(A) A site plan review is required whenever a person, firm, corporation or other group wishes to develop any tract(s) or parcel(s) of land within all zoning districts in accordance with the ~~following~~ requirements listed below.: All projects shall provide an erosion control plan as part of the building permit application process.

...

(B) The requirements of this chapter shall not be applicable to existing developments for which building permits have been granted at the ~~time~~ time of the enactment of this chapter; provided that, if such building permit expires prior to the completion of the development for which it was issued, a new building permit shall not be issued until ~~the~~ the requirements of this chapter have been met.

§ 155.25 MINIMUM DESIGN STANDARDS.

(I) All proposed multi-family and commercial developments shall ensure that any outdoor trash and recycling receptacles, dumpsters, and grease collection containers shall be opaquely screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed using colors and permanent materials compatible with the dominant architectural materials of the primary building on site and shall be integral to said primary building on site whenever possible. The enclosure shall be located out of public view and constructed to visibly screen the views from the adjoining properties.

§ 158.016 A-1: AGRICULTURAL.

(F) Size Regulations: See 158.030 Residential Zoning Districts' Size & Density Regulations Table.

~~—(F) Yards. The following yards shall be maintained unobstructed except as permitted by § 158.119 of this chapter:~~

- ~~(1) Front yard depth: 50 feet;~~
- ~~(2) Side yard width, each side: ten feet; and~~
- ~~(3) Rear yard depth: 30 feet.~~

§ 158.017 R-1: SINGLE-FAMILY RESIDENTIAL.

(E) Size regulations. See 158.030 Residential Zoning Districts' Size & Density Regulations Table.

~~The following minimum and maximum size regulations shall apply in the R-1 Single-Family Residential District:~~

- ~~(1) Minimum lot size: 9,000 square feet;~~
- ~~(2) Building setbacks:~~
 - ~~(a) Front yard: 30 feet;~~
 - ~~(b) Side yard: five feet; and~~
 - ~~(c) Rear yard: 30 feet.~~
- ~~(3) Minimum lot dimensions:~~
 - ~~(a) Lot frontage: 50 feet;~~
 - ~~(b) Lot depth: 120 feet; and~~
 - ~~(c) Lot width: 65 feet.~~
- ~~(4) Maximum building dimensions:~~
 - ~~(a) Height: 40 feet; and~~
 - ~~(b) Lot coverage: 40%.~~
- ~~(5) Minimum building dimensions: width – 22 feet for 75% of its length.~~

§ 158.018 R-2: ONE- AND TWO-FAMILY RESIDENTIAL.

(E) Size regulations. See 158.030 Residential Zoning Districts' Size & Density Regulations Table.

~~The following minimum and maximum size regulations shall apply in the R-2: One and Two Family Residential District:~~

- ~~(1) Minimum lot size: 8,000 square feet~~
- ~~(2) Building setbacks:~~
 - ~~(a) Front yard: 25 feet;~~
 - ~~(b) Side yard: five feet; and~~
 - ~~(c) Rear yard: 25 feet.~~
- ~~(3) Minimum lot dimensions:~~
 - ~~(a) Lot frontage: 50 feet;~~
 - ~~(b) Lot depth: 120 feet; and~~
 - ~~(c) Lot width: 65 feet.~~
- ~~(4) Maximum building dimensions:~~
 - ~~(a) Height: 40 feet; and~~
 - ~~(b) Coverage: 40%.~~
- ~~(5) Minimum building dimensions: width 22 feet for 75% of its length.~~

§ 158.019 R-3: MIXED RESIDENTIAL.

(E) Size regulations. See 158.030 Residential Zoning Districts' Size & Density Regulations Table.

~~The following minimum and maximum size regulations shall apply in the R-3: Mixed Housing Residential District:~~

- ~~(1) Minimum lot size: 7,000 square feet;~~
- ~~(2) Building setback:~~
 - ~~(a) Front yard: 25 feet;~~
 - ~~(b) Rear yard: 25 feet; and~~
 - ~~(c) Side yard: five feet, except along attached side of single family attached where it is zero feet.~~
- ~~(3) Minimum lot dimensions:~~
 - ~~(a) Lot frontage: 50 feet average frontage;~~
 - ~~(b) Lot width: 60 feet; and~~
 - ~~(c) Lot depth: 120 feet.~~
- ~~(4) Maximum building dimensions:~~
 - ~~(a) Height: 40 feet; and~~
 - ~~(b) Coverage: 40%.~~
- ~~(5) Minimum building dimensions: width 22 feet for 75% of its length.~~

§ 158.020 R-4: MULTI-FAMILY RESIDENTIAL.

(E) Size regulations. See 158.030 Residential Zoning Districts' Size & Density Regulations Table.

~~The following minimum and maximum size regulations shall apply in the R-4: Multi-Family Residential District:~~

- ~~(1) Minimum lot size: 6,000 square feet or 1,700 square feet per dwelling unit, whichever is greatest;~~
- ~~(2) Building setbacks:~~
 - ~~(a) Front yard: 25 feet;~~
 - ~~(b) Rear yard: 30 feet; and~~
 - ~~(c) Side yard: five feet.~~
- ~~(3) Minimum lot dimensions:~~
 - ~~(a) Lot depth: 120 feet; and~~
 - ~~(b) Lot width: 50 feet.~~
- ~~(4) Maximum building dimensions: height 50 feet; and~~
- ~~(5) Minimum building dimensions: width 22 feet for 75% of its length.~~

§ 158.023 C-A: ARTERIAL COMMERCIAL.

- (13) Multi-family dwellings up to 25 units per acre; and

...

(E) *Size regulations.* The following minimum and maximum size regulations shall apply in the C-A: Arterial Commercial District:

...

§ 158.031 REQUIRED RESIDENTIAL FRONTAGE.

No lot shall contain any building used in whole or in part for residential purposes unless such lot abuts at least thirty feet on at least one public street, or unless it has an exclusive unobstructed private easement of access or right-of-way of at least thirty feet wide to a street; and there shall be not more than one single-family dwelling for such frontage or easement, except that a common easement of access at least fifty feet wide may be provided for two or more such single-family dwellings or for one or more two-family or multiple dwellings. Lots established and/or platted prior to the adoption of this chapter which do not meet this requirement shall be recognized as non-conformities.

§ 158.178 PERMITS AND PROCEDURES.

...

(A) Notice By Posted Sign: The developer or applicant for any project that requires a public hearing before a board, commission, or city council shall be responsible for posting a physical sign in a conspicuous place on the property upon which action is pending. Such notice shall be not less than eighteen (18) inches in height and twenty-four (24) inches in width with a white background and black letters not less than one and one-half (1½) inches in height. Such posted notice shall be so placed upon the premises - not in the public right-of-way - that is easily visible from the street and shall be so posted at least seven (7) days before the date of the public hearing and shall remain until at least one (1) day after said hearing. It is unlawful for any person to remove, mutilate, destroy or change such posted notice prior to said hearing.

~~—(A)~~ (B) Planning and Zoning Commission.

...

~~—(B)~~ (C) Zoning Board of Adjustment.

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 _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, 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 _____, 2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution to reorganize administrative staff within the Police Department

Report Number: 22-105

Summary: Organizational changes to improve efficiency and effectiveness within the Police Department

Date: April, 4, 2022

Financial Impact: Increase of \$16,444 FY22
Savings of \$24,892 in FY23

Lead Department:
Administration

Recommendation:
Approve

Background

The Police Department administrative division was re-organized in 2020 with two records clerk positions being eliminated and two administrative positions being created. With that change, the Police Department's administrative division has a current authorized staffing level of one administrative specialist and two administrative assistants. A temporary part-time administrative assistant position was added in February of 2022 to assist with the workload due to a long-term absence within the administrative division.

In April of 2022 the current administrative specialist resigned, thus creating an opportunity to re-evaluate staffing and duties in the administrative division. The two administrative assistants have taken on a higher level of work by managing payroll, finance, internal HR, grants and crime reporting and due to the added workload, it's proposed that the two current administrative assistant positions be re-classified with one being moved from pay range 3 step 12 to pay range 4 step 11 and the other from pay range 3 step 9 to pay range 4 step 8.

It's further proposed that the current administrative specialist position, that is currently in pay range 5 step 15, be eliminated and replaced with an entry level administrative assistant position in pay range 2 step 1. The temporary part-time administrative assistant position would be eliminated.

The proposed changes will improve efficiency and effectiveness in the Police Department administrative division and will add greater stability in operations for years to come. The proposed changes would be effective April 15, 2022.

Financial Impact

There will be an additional \$16,444 expense in the FY22 budget and a projected \$24,892 savings in the FY23 budget.

Recommendation

Staff recommends approval.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022-_____

RESOLUTION TO REORGANIZE ADMINISTRATIVE STAFF WITHIN THE POLICE DEPARTMENT

WHEREAS, A recent vacancy in the Police Department administrative division has created an opportunity to reevaluate positions and duties; and

WHEREAS, the current administrative specialist position is eliminated; and

WHEREAS, the current temporary part-time administrative position is eliminated; and

WHEREAS, one current administrative assistant would move from Pay Range 3 Step 12 to Pay Range 4 Step 11; and

WHEREAS, one current administrative assistant would move from Pay Range 3 Step 9 to Pay Range 4 Step 8; and

WHEREAS, a new entry level administrative assistant position would be created at Pay Range 2 Step 1 with the potential to ascend to Pay Range 3.

WHEREAS, the proposed changes would be effective April 15, 2022.

Position	Current Authorization	Proposed Authorization	Reporting to:
Police Administrative Specialist	1 FTE Range 5	Eliminate	Chief of Police
Temporary Part Time Administrative Assistant	1 PTE	Eliminate	Chief of Police
Police Administrative Assistant	2 FTE Range 3	2 FTE Range 4	Chief of Police
Police Administrative Assistant	0 FTE	1 FTE Range 2	Chief of Police

WHEREAS, job descriptions for the police administrative assistants will be amended to reflect the reorganization as shown in the resolution; and;

WHEREAS, the stated changes will be presented to the Employee Relations Committee (ERC) for review.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the realignment changes as stated effective April 15, 2022

PASSED this _____ day of April 2022.

APPROVED this _____ day of April 2022.

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution approving the 2022-23 Non-Union Compensation Plan

Summary:

The pay ranges in the 2022-23 Non-Union Compensation Plan have been adjusted by a 2.90 - 2.25% COLA increase effective July 1, 2022.

Financial Impact:

Budgeted Salary Increase

Report Number: 22-106

Date: April 4, 2022

Lead Department:
Administration

Recommendation:
Approve

Background: The dollar amounts for the pay ranges in the 2022-23, Non-Union Compensation Plan have been increased by a cost of living (COLA) adjustment ranging from 2.25 - 2.90%. It has been the practice that the agreed-upon contractual amounts given in the Union contracts, is then used as the basis for the non-union employees. Starting in FY20 a range of cost of living adjustments were applied to job ranges in order to slow the growth of higher range salaries and to create a sustainable pay plan moving forward.

In FY21 ranges 12 through 15 (Department Directors) were removed from the matrix to further create budget sustainability. Department Directors are scheduled for increases as recommended by the City Administrator and approved in the FY23 budget. The Library Director is exempt from this action as the Newton Library Board sets the salary.

Recommendation: It is recommended that the City Council adopt the 2022-23, Non-Union Compensation Plan, as budgeted, effective July 1, 2022.

A handwritten signature in black ink, appearing to read "Brian Laube", with a stylized flourish at the end.

Brian Laube,
Acting City Administrator

RESOLUTION NO. 2022 - _____

**RESOLUTION APPROVING THE 2022-23 NON-UNION
COMPENSATION PLAN**

WHEREAS, the City of Newton has a formalized compensation plan for non-union employees, and

WHEREAS, the City's non-union compensation plan underwent a major review and revision in 2004, and

WHEREAS, in 2004 the Employee Relations Committee and Council's direction was to adjust the pay plan each year for a cost of living allowance (COLA), and

WHEREAS, the City Council has approved the 2022-23 budget which included a 2.25-2.90% COLA for the Non-Union Compensation Plan, and

WHEREAS, the dollar amounts in the proposed 2022-23 Non-Union Compensation Plan have been adjusted upwards by 2.90% in range 1 and decreasing in .1% increments down to a 2.25% COLA for range 11, and

WHEREAS, in FY21 ranges 12 through 15 (Department Directors) were removed from the matrix in order to control the sustainability moving forward.

NOW, THEREFORE, BE IT RESOLVED, that the 2022-23 Non-Union Compensation Plan with a 2.90 - 2.25% COLA for Ranges 1 through 11 is hereby approved effective July 1, 2022.

BE IT FURTHER RESOLVED, that Directors receive increases based on the City Administrators recommendation as approved in the FY23 budget. The Library Director is exempt from this action as the Newton Library Board sets the salary.

PASSED this _____ day of April, 2022

APPROVED this _____ day of April, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Proposed

SALARY SCHEDULE FOR 2022-23 2.90% increase Range 1 down to 2.25% increase range 11

Pay Range	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
1	33,606	35,152	36,698	37,727	38,759	39,789	40,818	41,849	42,876	43,907	44,942	45,970	47,001	48,029	49,059	2.90%
2	36,787	38,479	40,172	41,299	42,426	43,554	44,679	45,810	46,936	48,066	49,191	50,321	51,449	52,576	53,704	2.80%
3	39,942	41,776	43,614	44,839	46,064	47,289	48,515	49,740	50,959	52,184	53,410	54,635	55,858	57,085	58,312	2.70%
4	43,366	45,359	47,351	48,683	50,013	51,345	52,671	54,002	55,332	56,660	57,988	59,320	60,646	61,977	63,309	2.60%
5	47,085	49,248	51,416	52,859	54,304	55,743	57,187	58,634	60,077	61,522	62,963	64,405	65,850	67,296	68,739	2.50%
6	51,122	53,469	55,822	57,389	58,959	60,526	62,094	63,662	65,225	66,792	68,362	69,928	71,495	73,065	74,633	2.40%
7	55,502	58,057	60,611	62,310	64,012	65,715	67,414	69,119	70,822	72,522	74,223	75,924	77,631	79,330	81,031	2.30%
8	60,322	63,097	65,873	67,719	69,570	71,419	73,269	75,119	76,968	78,818	80,669	82,518	84,367	86,215	88,065	2.25%
9	65,621	68,641	71,656	73,669	75,683	77,692	79,707	81,720	83,730	85,742	87,756	89,767	91,779	93,793	95,804	2.25%
10	71,385	74,672	77,954	80,142	82,334	84,518	86,707	88,900	91,089	93,278	95,466	97,657	99,841	102,033	104,221	2.25%
11	77,812	81,391	84,971	87,354	89,742	92,126	94,514	96,901	99,285	101,674	104,058	106,442	108,828	111,215	113,602	2.25%

FY23

Police Chief
\$ 134,580 2.75

Fire Chief
\$ 133,981 2.00

PW Director
\$ 115,092 2.5

CD Director
\$ 113,277 2.75

CS Director
\$ 106,376 2.25

City of Newton Council Report

Item: Resolution approving the granting of D&D 2.0 Grant Funds for the rehabilitation of a non-historic home at 512 East 19th Street South, Newton

Summary: PGLS INV, LLC has purchased 512 East 19th Street South. The home will be rehabilitated to provide an affordable option for a renter in Newton

Financial Impact: Up to \$27,411.10 from the D&D Program Funds



Report Number: 22-107

Date: April 4, 2022

Lead Department: Community Development Department

Recommendation:
Approve

Project Details: PGLS INV, LLC is a local home renovation company owned by Pat and Graham Sullivan. PGLS INV, LLC has experience with the rehabilitation of a number of homes in Newton and Jasper County. This is their first application to the Newton D&D 2.0 Program.

The applicant seeks to renovate the 2 bedroom, 1 bath property with the following, comprehensive upgrades covered by the grant:

- Foundation work and adding basement egress
- New siding
- Deck removal with adding a new patio and replacing the front deck
- Tree removal (7 trees, including stump grinding)
- New landscaping
- Replace roof & gutters
- New windows
- New Front door
- New french door to the back
- Removal of unnecessary door in the kitchen, to maximize space
- New subfloors and flooring
- New plumbing fixtures, including new water heater
- New energy efficient furnace and airconditioner
- New service panel and GFI outlets

In addition to these items, the applicant also shares that the following work will also be completed, even though not eligible for grant funding, so as to provide the City Council an understanding of the project's complete scope of work:

- New kitchen cabinets, countertops, appliances
- New bathroom vanity/countertop
- New flooring baseboards

The applicant notes that with the improvements made to the basement foundation and egress, the basement will be a condition where an additional bathroom and other living space may be added in the future.

Building Trades Board Recommendation: At their meeting on March 17, 2022, the Newton Building Trades Board reviewed the proposed grant request and unanimously recommended approval of grant funds in an amount up to \$27,411.10 provided a 1:1 match is met in each program area.

Recommendation: City Staff recommends approval of the resolution.

A handwritten signature in black ink, appearing to read 'Brian Laube', with a stylized, cursive script.

Brian Laube
Acting City Administrator

512 East 19th Street South Photos





RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING THE GRANTING OF D&D 2.0 GRANT FUNDS FOR THE REHABILITATION OF A NON-HISTORIC HOME AT 512 EAST 19TH STREET SOUTH, NEWTON

WHEREAS, *Newton's Future* identifies curb appeal as a strategic objective and recommends that the City improve the quality of housing within the community; and

WHEREAS, the City of Newton established the D&D 2.0 Grant Programs to encourage private investment into the rehabilitation of at-risk properties to create clean, quality housing units throughout the community; and

WHEREAS, PGLS INV, LLC has applied for a D&D 2.0 Grant for the rehabilitation of 512 East 19th Street South, Newton; and

WHEREAS, the Newton Building Trades Board reviewed the rehabilitation project at their March 17, 2022 meeting and recommended approval of awarding grant funds to the rehabilitation 512 East 19th Street South;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that D&D 2.0 Grant Funds in an amount up to \$27,411.10 be provided to PGLS INV, LLC as a reimbursement of completed work and following the issuance of a final certificate of occupancy.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that the Mayor is authorized to sign the D&D 2.0 Grant Program Agreement and the City shall obtain the signature(s) of the property owner on the D&D 2.0 Grant Program Agreement.

.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Newton

D&D 2.0 Rehabilitation Grant Program Agreement Between City of Newton and PGLS INV, LLC

This Agreement made and entered into this _____ day of _____ 2021 by and between the City of Newton, Iowa, hereinafter called "City" and PGLS INV, LLC, hereinafter called "Applicant."

WHEREAS, the Applicant requested D&D 2.0 grant funds for the rehabilitation of 512 East 19th Street South, Newton; and

WHEREAS, the Building Trades Board reviewed the proposed project and work elements and recommended approval of the project at their March 17, 2022 meeting with a total grant award not to exceed \$27,411.10, provided a 1:1 match for each individual project area is met;

WHEREAS, the applicant has refined the proposed work plan and project costs since the Building Trades Board Meeting to align with the description as follows in this agreement.

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) Grant Funds be awarded up to \$6,165.00 for foundation work & basement egress, provided a 1:1 match is met with specifications as follows:
- 2.) Grant Funds be awarded up to \$10,000.00 for exterior treatment, provided a 1:1 match is met with specifications as follows:
- 3.) Grant Funds be awarded up to \$1,821.50 for roofing and gutters, provided a 1:1 match is met with specifications as follows:
- 4.) Grant Funds be awarded up to \$2,537.21 for windows and doors provided a 1:1 match is met with specifications as follows:
 - a. New window(s) shall be of a style and color to match other windows of the home.
- 5.) Grant Funds be awarded up to \$1,300 for interior structural work including subflooring and interior wall, provided a 1:1 match is met.

- 6.) Grant Funds be awarded up to \$750.00 for plumbing fixtures, faucets, washing machine hook-ups, etc., provided a 1:1 match is met.
 - 7.) Grant Funds be awarded up to \$2,500.00 for HVAC, provided a 1:1 match is met.
 - 8.) Grant Funds be awarded up to \$2,132.56 for electrical work including replacing panel, provided a 1:1 match is met.
 - 9.) All work shall meet the adopted codes for the City of Newton and all building permits, trades permits, and right-of-way permits shall be obtained and licensed contractors utilized for project work, as required.
 - 10.) Grant funds shall be provided as a reimbursement of paid costs by the applicant. Copies of invoices, receipts or other documentation showing actual paid costs shall be provided to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, IA, for verification (or via email erinc@newtongov.org). Submitted invoices shall be organized by grant program area. Photographs of the completed work shall also be submitted at the time of the request for reimbursement.
- One partial payment of grant funds may be made, not to exceed 50% of the project costs during the rehabilitation process. Final reimbursement can be made after verification of expenses and issuance of a Certificate of Occupancy.
- 11.) The project shall be completed by **April 4, 2023** to receive grant funding. Newton City Staff may grant up one extension for completion deadline for no more than 6 months.
 - 12.) City will make timely payment of the grant funds upon completion of the verification process.

Applicant:

Graham Sullivan
PGLS INV, LLC

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

**Item:**

Resolution approving the Travel Iowa Data Co-op Agreement with the Iowa Economic Development Authority.

Report Number: 22-108

Date:

April 4, 2022

Summary:

Arrivalist's State Visitation Dashboard features data segmented by city and county for insights on monthly visitation, origin markets, length of stay and more. The co-op program includes exclusive access to the State Visitation Dashboard with data from January 2019 through December 2022.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$2,500 for the agreement period

Background:

The State Tourism Office uses Arrivalist to source information from mobile devices while travelers are in Iowa. The Iowa Arrivalist State Visitation Dashboard, provides total Iowa travelers, state of origin, day of travel, length of stay, seasonality, where they travel in Iowa and more. Arrivalist data set includes travelers that have traveled at least 50 miles from home, spent a minimum of two hours in Iowa, spent up to 14 days in Iowa to be counted as a completed round trip, includes Adults 18+, U.S. visitors only, excludes commuters, devices include regular GPS pings and smartphone users only.

The State Tourism Office and Iowa Economic Development Authority (IEDA) are offering a co-op program which includes exclusive access to the State Visitation Dashboard with data from January 2019 through December 2022. Participants will receive 24/7 access to the dashboard, as well as webinar training and a user guide. The data from Arrivalist will be valuable to the City of Newton with all of the events and activities happening in Newton this summer and allow for data to help with tourism planning and marketing.

Recommendation:

Staff recommends entering into this agreement with the State Tourism Office and Iowa Economic Development Authority.

A handwritten signature in black ink, appearing to read "Brian Laube", with a stylized flourish at the end.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022- _____

**RESOLUTION APPROVING THE TRAVEL IOWA DATA CO-OP
AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT
AUTHORITY**

WHEREAS, the City's Comprehensive Plan calls for the City to create a unique identity and build a new community brand; and

WHEREAS, the City's Comprehensive Plan calls for the City to build the "Newton Brand" through coordinated public and private marketing efforts, and

WHEREAS, on February 17, 2014, Newton City Council adopted "Get to Know Newton" as the official City of Newton brand, and

WHEREAS, the Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole, and

WHEREAS, the State Tourism Office and Iowa Economic Development Authority are offering a co-op program which includes exclusive access to the State's Arrivalist Visitation Dashboard that provides traveler information that can be used for tourism planning and marketing in the area

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the City to enter into a an agreement to participate in the co-op program for a fee of \$2,500 through December 2022.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Travel Iowa Data Co-op Agreement

This Data Co-op Agreement ("Agreement") is made as of the effective date in Article 2 between **City of Newton, Iowa**, located at 403 W 4th St. N, Ste. 501, Newton, IA 50208 ("Partner") and the **Iowa Economic Development Authority ("IEDA")**, located at 1963 Bell Avenue, Suite 200, Des Moines, IA 50315 (collectively "Parties," individually "Party").

Whereas, IEDA has an agreement with Arrivalist Co. ("Arrivalist") data vendor to provide access to statewide and localized visitation data, and

Whereas, IEDA has agreed to allow Partner access to the data provided pursuant to the agreement with Arrivalist for tourism planning and marketing in the area served by Partner,

Therefore, the Parties agree as follows:

1. **Obligations.** Each party agrees to the following obligations:

a. **IEDA Obligations**

- i. Upon receipt of payment pursuant to Article 1(a)(iii), IEDA agrees to provide a unique login to Partner to access state dispersion data dashboards on the Tableau platform available to IEDA pursuant to its agreement with Arrivalist, subject to the terms and conditions of IEDA's agreement with Arrivalist.
- ii. IEDA agrees to coordinate with Arrivalist to provide online and recorded training and guides to Partner.
- iii. IEDA will invoice Partner the following amount: \$ 2,500.00.

b. **Partner Obligations**

- i. Partner agrees to only use Arrivalist data accessed pursuant to this agreement only for tourism planning and marketing in the area served by Partner.
- ii. Partner agrees not to share the login provided by IEDA outside of their organization or to create reports for other organizations.
- iii. Partner agrees not to publicly share data accessed pursuant to this agreement without written permission from IEDA.
- iv. Partner agrees to pay the amount specified in Article 1(a)(iii) within 30 days of receipt of the invoice.

2. **Term and Termination.**

a. The effective date of this agreement shall be **March 1, 2022**, and the Agreement shall automatically terminate on **January 15, 2023**.

b. This Contract may be terminated under any of the following circumstances:

- i. Upon written mutual agreement of Partner and IEDA.
- ii. As a result of the Partner's breach of any provision of this Agreement.
- iii. As a result of the termination or reduction of funding to the IEDA.

Partner's access to data will be revoked on termination. IEDA will not refund any payment provided pursuant to this agreement.

3. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship between or among the Parties, and no Party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, any other Party hereto, in the absence of a separate writing, executed by an authorized representative of such other Party. Each Party shall be solely responsible for its employees and contractors used to perform under the Agreement.
4. **No promotional or political activity.** All Parties recognize the IEDA is an agency of the State of Iowa and agree that the sponsored project will not be used to support or oppose political candidates, political initiatives, or commercial products without the express written consent of all Parties in each instance.
5. **Indemnification.** Partner agrees to indemnify and hold harmless the State of Iowa and IEDA, its or their officers, employees and agents, appointed and elected, and volunteers, from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel retained to represent the State of Iowa or IEDA, related to or arising from its acts. Contractor's obligation for indemnification shall survive termination of this Contract.
6. **Force Majeure.** No Party shall be liable for damages resulting from any delay or default in performance of any obligation herein if the delay or default is due to conditions beyond their control, including without limitation Acts of God, government restriction, or any other cause beyond the reasonable control of the obligated Party.
7. **No Publicity.** Notwithstanding any specific deliverable herein, no Party shall issue a press release, hold a press conference, or otherwise refer to any other Party's involvement in this Agreement without the prior written consent of all Parties.
8. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; and (d) it will comply with all applicable laws and regulations in its performance of this Agreement.
9. **Additional Terms.** This Agreement represents the entire agreement between the Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the state of Iowa without regard to Iowa conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect. The parties agree that electronic and/or digital signatures are valid and enforceable.

10. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both Partner and IEDA:

PARTNER

Danielle Rogers
Community Marketing Manager
403 W. 4th St. N, Ste. 501
Newton, IA 50208
641.792.6622
danieller@newtongov.org

IEDA

Amy Zeigler
State Tourism Manager
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
515.348.6259
amy.zeigler@iowaeda.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date specified in Article 2.

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Deborah V. Durham, Director Date

FOR PARTNER:

BY: _____
Signature Date

Name and Title

City of Newton Council Report



Item: Resolution Providing for the Issuance of \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A and Providing for the Levy of Taxes to Pay the Same

Summary: Resolution Approving the Issuance of the 2022A General Obligation Corporate Purpose Bonds

Financial Impact: Final Approval of the 2022A General Obligation Corporate Purpose Bonds totaling \$1,670,000 to be paid with future Debt Service Funds and Tax Increment Financing Funds

Report Number: 22-109

Date: April 4, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

The City Council held a public hearing on March 7, 2022 in regards to the issuing of the 2022A General Obligation Corporate Purpose Bonds and approved the bond purchase agreement and locked in interest rates at the March 21, 2022 meeting.

The projects included in the 2022A are listed below and consistent with the proposed CIP and FY23 Budget:

• Arbor Estates Phase 2	\$ 950,000
• Airport Parallel Taxiway	\$ 165,000
• Traffic Signals/ADA Project (1 st Ave E TIF)	\$ 150,000
• City Hall Skylight Replacement	\$ 200,000
• Gas Plant (N Central TIF)	\$ 170,000

The refinancing of current bonds is not included in this action, as current interest rates did not provide sufficient savings at this time.

Recommendation:

Staff recommends approving the issuance of the 2022A General Obligation Corporate Purpose Bonds.

Brian Laube
Acting City Administrator

MINUTES TO PROVIDE FOR THE
ISSUANCE OF SERIES 2022A BONDS

504612-49

Newton, Iowa

April 4, 2022

The City Council of the City of Newton, Iowa, met on April 4, 2022, at _____ o'clock
____.m., at the _____, 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: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. 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. 2022-_____

Resolution providing for the issuance of \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A and providing for the levy of taxes to pay the same

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, previously issued its \$4,790,000 Taxable General Obligation Bonds, Series 2015A, dated June 30, 2015 (the “2015A Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$565,000	2.40%
2023	\$575,000	2.60%
2024	\$590,000	2.80%
2025	\$610,000	2.95%

;and

WHEREAS, pursuant to the resolution (the “2015A Bond Resolution”) authorizing the issuance of the 2015A Bonds, the City reserved the right to prepay part or all of the 2015A Bonds maturing in each of the years 2023 to 2025, inclusive (the “Callable 2015A Bonds”), prior to and in any order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2015A Bond Resolution; and

WHEREAS, the City also previously issued its \$4,705,000 General Obligation Bonds, Series 2015B, dated June 30, 2015 (the “2015B Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$490,000	3.00%
2023	\$590,000	2.00%
2024	\$335,000	2.25%
2025	\$630,000	2.25%
2026	\$515,000	2.50%

;and

WHEREAS, pursuant to the resolution (the “2015B Bond Resolution”) authorizing the issuance of the 2015B Bonds, the City reserved the right to prepay part or all of the 2015B Bonds maturing in each of the years 2023 to 2026, inclusive (the “Callable 2015B Bonds”), prior to and in any order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2015B Bond Resolution; and

WHEREAS, the City also previously issued its \$1,448,000 Taxable General Obligation Notes, Series 2017A, dated August 22, 2017 (the “2017A Notes”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest		Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$109,000	3.10%	2026	\$133,000	3.10%
2023	\$118,000	3.10%	2027	\$351,000	3.10%
2024	\$123,000	3.10%	2028	\$293,000	3.10%
2025	\$128,000	3.10%			

;and

WHEREAS, pursuant to the resolution (the “2017A Note Resolution”) authorizing the issuance of the 2017A Notes, the City reserved the right to prepay part or all of the 2017A Notes maturing in each of the years 2023 to 2028, inclusive (the “Callable 2017A Notes”), prior to and in inverse order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2017A Note Resolution; and

WHEREAS, the City also previously issued its \$1,632,000 General Obligation Notes, Series 2017B, dated August 22, 2017 (the “2017B Notes”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest		Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$104,000	2.10%	2026	\$166,000	2.10%
2023	\$153,000	2.10%	2027	\$397,000	2.10%
2024	\$157,000	2.10%	2028	\$342,000	2.10%
2025	\$162,000	2.10%			

;and

WHEREAS, pursuant to the resolution (the “2017B Note Resolution”) authorizing the issuance of the 2017B Notes, the City reserved the right to prepay part or all of the 2017B Notes maturing in each of the years 2023 to 2028, inclusive (the “Callable 2017B Notes”), prior to and in inverse order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2017B Note Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$8,220,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, storm water drainage, sidewalk and sanitary sewer system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquiring and demolishing dangerous and/or dilapidated buildings; (4) undertaking improvements at the municipal airport (the “Essential Purpose Projects”); and (5) current refunding the Callable 2015A Bonds, the Callable 2015B

Bonds, the Callable 2017A Notes and the Callable 2017B Notes, and has published notice of the proposed action and has held a hearing thereon on March 7, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$225,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of funding economic development grants to private property owners for downtown betterment programs, 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 7, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #2”) and to borrow money thereunder in a principal amount not to exceed \$225,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking improvements to City Hall, 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 7, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #3”) (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2 and the General Purpose Loan Agreement #3 are sometimes referred to hereinafter as the “Loan Agreements”), and to borrow money thereunder in a principal amount not to exceed \$200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking site improvements at the former municipal manufactured gas plant, 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 7, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 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 further divided its authority under the Loan Agreement in two, a Tax-Exempt Series 2022A Loan Agreement (the “2022A Loan Agreement”) and a Taxable Series 2022B Loan Agreement (the “2022B Loan Agreement”); and

WHEREAS, the City has decided not to proceed with the refunding of the Callable 2015A Bonds, the Callable 2015B Bonds, the Callable 2017A Notes or the Callable 2017B Notes at this time, but the City reserves the right to pursue these refundings at a later time; 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 and Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) in evidence of the obligation of the City under the 2022A Loan Agreement and Taxable General Obligation Corporate Purpose and Refunding Bonds, Series 2022B (the “Series 2022B Bonds”) in evidence of the obligation of the City under the 2022B

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 “Series 2022A Bond Purchase Agreement”) has been prepared to set forth the terms of the Series 2022A Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof, and the City Council has approved the Series 2022A Bond Purchase Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Series 2022A Loan Agreement and to authorize the issuance of the Series 2022A Bonds;

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

Section 1. The City shall enter into the Series 2022A Loan Agreement with the Underwriter, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$1,670,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Series 2022A Loan Agreement on behalf of the City, and the Series 2022A Loan Agreement is hereby approved.

Section 2. The Series 2022A Bonds, in the aggregate principal amount of \$1,670,000, are hereby authorized to be issued in evidence of the City’s obligations under the Series 2022A Loan Agreement. The Series 2022A Bonds shall be dated April 20, 2022, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2028	\$365,000	2.050%	2037	\$400,000	4.000%
2031	\$260,000	3.000%	2041	\$460,000	4.000%
2033	\$185,000	3.000%			

Section 3. BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Series 2022A Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Series 2022A Bonds maturing in the years 2031 to 2041, inclusive, prior to and in any order of maturity on June 1, 2029, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2022A Bonds of any like maturity are to be redeemed, the particular part of those Series 2022A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2022A Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2028 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2024, June 1, 2025, June 1, 2026, and June 1, 2027, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2024	\$70,000
2025	\$75,000
2026	\$75,000
2027	\$75,000
2028	\$70,000 (Maturity)

Principal of the Bond maturing on June 1, 2031 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2029 and June 1, 2030, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2029	\$80,000
2030	\$90,000
2031	\$90,000 (Maturity)

Principal of the Bond maturing on June 1, 2033 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2032, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2032	\$90,000
2033	\$95,000 (Maturity)

Principal of the Bond maturing on June 1, 2037 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2034, June 1, 2035, and June 1, 2036, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2034	\$ 95,000
2035	\$ 95,000
2036	\$105,000
2037	\$105,000 (Maturity)

Principal of the Bond maturing on June 1, 2041 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2038, June 1, 2039, and June 1, 2040, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2038	\$110,000
2039	\$110,000
2040	\$120,000
2041	\$120,000 (Maturity)

If less than the entire principal amount of any Series 2022A Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022A Bond, a new Series 2022A Bond or Series 2022A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022A Bond. Notice of such redemption as aforesaid identifying the Series 2022A Bond or Series 2022A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2022A Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2022A Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2022A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2022A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2022. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2022A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses

shown on such registration books. Principal of the Series 2022A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2022A Bond or Series 2022A Bonds at the office of the Paying Agent.

The Series 2022A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2022A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2022A Bonds shall cease to be such officer before the delivery of the Series 2022A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2022A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2022A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2022A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Series 2022A Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Series 2022A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Series 2022A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2022A Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2022A Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Series 2022A Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection

with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2022A Bonds.

Ownership interests in the Series 2022A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2022A Bonds as nominees will not receive certificated Series 2022A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2022A Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2022A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2022A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2022A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2022A Bonds acquired. Transfers of ownership interests in the Series 2022A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2022A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Series 2022A Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA **JASPER COUNTY**
CITY OF NEWTON

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, 20__	April 20, 2022	_____

The City of Newton (the “City”), in Jasper County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of BOKF, N.A., Lincoln, Nebraska (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2022, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2022A (the “Series 2022A Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of April 20, 2022 (the “Series 2022A Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, water system, storm water drainage, sidewalk and sanitary sewer system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) undertaking improvements at the municipal airport; (4) undertaking improvements to City Hall; and (5) undertaking site improvements at the former municipal manufactured gas plant (collectively, the “Series 2022A Projects”)

The Series 2022A Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on April 4, 2022, authorizing and approving the Series 2022A Loan Agreement and providing for the issuance and securing the payment of the Series 2022A Bonds (the “Resolution”), and reference is hereby made to the Resolution

and the Series 2022A Loan Agreement for a more complete statement as to the source of payment of the Series 2022A Bonds and the rights of the owners of the Series 2022A Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Series 2022A Bonds maturing in the years 2031 to 2041, inclusive, prior to and in any order of maturity on June 1, 2029, or on any date thereafter upon terms of par and accrued interest. Principal of the Bonds maturing on June 1 in the years 2028, 2031, 2033, 2037, and 2041 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2024, 2025, 2026, 2027; 2029 and 2030; 2032; 2034, 2035, and 2036; 2038, 2039, and 2040 respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than all of the Series 2022A Bonds of any like maturity are to be redeemed, the particular part of those Series 2022A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2022A Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Series 2022A Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022A Bond, a new Series 2022A Bond or Series 2022A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022A Bond. Notice of such redemption as aforesaid identifying the Series 2022A Bond or Series 2022A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2022A Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2022A Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2022A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Newton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of April 20, 2022.

CITY OF NEWTON, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022A Bonds described in the within-mentioned Resolution.

BOKEF, N.A.
Lincoln, Nebraska
Registrar

By (Authorized Signature)

Authorized Officer

STATEMENT OF INSURANCE

Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to BOKEF, N.A., Lincoln, Nebraska, or its successor, as paying agent for the Series 2022A Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Series 2022A Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Series 2022A Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Series 2022A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds \$1,769,564.70, including original issue premium, (the “Loan Proceeds”), and all action heretofore taken in connection with the Series 2022A Loan Agreement is hereby ratified and confirmed in all respects. The Loan Proceeds shall be used to pay the costs of issuance of the Series 2022A Bonds and to carry out the Series 2022A Projects.

A portion of the Loan Proceeds (\$18,370) shall be retained by the Underwriter as the Underwriter’s Discount.

A portion of the Loan Proceeds (\$8,000) received from the sale of the Bonds shall be used to pay the bond insurance premium to Build America Mutual Assurance Company.

A portion of the Loan Proceeds (\$1,635,000) received from the sale of the Series 2022A Bonds plus (\$4,721.83) (the “Contingency”) shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Series 2022A Projects and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Series 2022A Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022A Bonds.

The Loan Proceeds received as capitalized interest proceeds (\$61,522.87) shall be deposited into the Debt Service Fund for payment of interest on the Series 2022A Bonds as the same becomes due.

The remainder of the Loan Proceeds (\$41,950) (the “Cost of Issuance Proceeds”), received from the sale of the Series 2022A Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2022A Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2022A Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022A Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$61,523;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$125,233;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$128,798;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$127,260;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$125,723;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$119,185;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$127,750;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$135,350;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$132,650;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$129,950;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$132,250;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$129,400;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$125,600;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$131,800;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$127,600;

For collection in the fiscal year beginning July 1, 2037
sufficient to produce the net annual sum of \$128,400;

For collection in the fiscal year beginning July 1, 2038
sufficient to produce the net annual sum of \$124,000;

For collection in the fiscal year beginning July 1, 2039
sufficient to produce the net annual sum of \$129,600; and

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$124,800.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Jasper County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget. Some of the Series 2022A Projects identified in the preamble hereto have previously been authorized as urban renewal projects of the City and are hereby reaffirmed as urban renewal projects undertaken pursuant to the City's respective urban renewal plans and the provisions of Chapter 403 of the Code of Iowa, and all action previously taken in this regard is hereby ratified and affirmed. The City Council hereby declares and reaffirms its intention to use incremental property tax revenues, pursuant to Sections 403.12 and 403.19 of the Code of Iowa for the payment of the portion of principal of and interest on the Bonds attributable to such urban renewal projects.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Series 2022A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2022A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Series 2022A Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2022A Bonds and the Series 2022B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The purchasing of bond insurance from Build America Mutual Assurance Company with respect to the Series 2022A Bonds is hereby approved. The Mayor and/or City Clerk and Finance Officer are authorized and directed to execute such documents as they, with advice from bond counsel, deem necessary to carry out the purchasing of the bond insurance.

Provisions Related to Bond Insurance. The following provisions shall govern, notwithstanding anything to the contrary set forth in this resolution.

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

2. Amendments, Supplements and Consents.

a. *Amendments.* Wherever any Security Document requires the consent of Bondholders, BAM’s consent shall also be required. In addition, any amendment, supplement or modification to the Security

Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

b. *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Series 2022A Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Series 2022A Bonds or the trustee, paying agent, registrar, or similar agent (the “Trustee”) for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM’s written consent.

3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.

a. In the event that principal and/or interest due on the Series 2022A Bonds shall be paid by BAM pursuant to the Policy, the Series 2022A Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Series 2022A Bonds.

b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:

i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Series 2022A Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Document and the Series 2022A Bonds; and

ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Series 2022A Bonds for the payment of principal of and interest on the Series 2022A Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Series 2022A Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), “Insurer Default” means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. Definitions. For the purposes of this section, the following terms shall have the meaning as set forth below:

“BAM” shall mean Build America Mutual Assurance Company, or any successor thereto.

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Series 2022A Bonds when due.

“Security Documents” shall mean the resolution, loan agreement, bond and/or any additional or supplemental document executed in connection with the Series 2022A Bonds.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 4, 2022.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City 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 in relation to the adoption of a resolution approving a certain Series 2022A Loan Agreement and providing for the issuance of \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A of the City evidencing the City's obligation under the Series 2022A Loan Agreement 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.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Series 2022A Loan Agreement, to issue the Series 2022A Bonds or to levy taxes to pay the principal of and interest on the Series 2022A Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JASPER COUNTY

I, the undersigned, County Auditor of Jasper County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Newton filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 4, 2022, entitled: “Resolution providing for the issuance of \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

March 30, 2022

Via Email

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A
Our File No. 504612-49

Dear Matt:

We have prepared and attach the proceedings to be used at the April 4th City Council meeting to enable the City Council to adopt the resolution (the "Resolution") to issue General Obligation Corporate Purpose Bonds, Series 2022A.

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate attesting to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of the Resolution in the County Auditor's office. After it is adopted, a certified copy of the Resolution **must be filed with the Jasper County Auditor on or before April 14, 2022.** An extra copy of the Resolution should be printed for this purpose.

As provided in the Resolution, beginning in the 2022-2023 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Page 2

Also attached is a Series 2022A Loan Agreement for execution by the City Clerk and the Mayor. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as available for inclusion with the closing materials.

We are also attaching a Continuing Disclosure Certificate for the City Clerk and Mayor to sign. Please retain one executed copy for the City's records and return one copy to us via email as it is available.

Finally, we are attaching a Registrar and Paying Agent Agreement for the City Clerk and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to BOKF, N.A. for signature prior to closing.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Katrina Davis
Lisa Frasier
BOKF, N.A.
D.A. Davidson & Co.
James Smith/Jennifer Block
BAM Insurance

SERIES 2022A LOAN AGREEMENT

This Loan Agreement is entered into as of April 20, 2022, by and between the City of Newton, Iowa (the "City"), and D.A. Davidson & Co., Des Moines, Iowa, as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$1,670,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2022A, in the aggregate principal amount of \$1,670,000 (the "Series 2022A Bonds").

2. The City adopted a resolution on April 4, 2022 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Series 2022A Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Series 2022A Bonds shall be dated April 20, 2022, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Series 2022A Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

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

CITY OF NEWTON, IOWA

By _____
Mayor

Attest:

City Clerk

D.A. DAVIDSON & CO.
Des Moines, Iowa

By _____

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Newton, Iowa (the “Issuer”), in connection with the issuance of \$1,670,000 General Obligation Corporate Purpose Bonds, Series 2022A, and \$385,000 Taxable General Obligation Corporate Purpose Bond, Series 2022B (collectively, the “Bonds”), dated April 20, 2022. The Bonds are being issued pursuant to a resolution of the Issuer approved on April 4, 2022 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2021-2022 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **audited financial statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet

available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **GENERAL INFORMATION (only with respect to Issuer's population)**
- **BUILDING PERMIT TREND (Calendar Year)**
- **TAXABLE RETAIL SALES TREND**
- **LARGER TAXPAYERS BY VALUATION**
- **TAX COLLECTION TREND (All Funds)**
- **BREAKDOWN OF CITY TAX LEVY**
- **TAXABLE RATE PER \$1,000 OF TAXABLE VALUATION (only with respect to Issuer)**
- **CURRENT FUND BALANCES (as of June 30)**
- **VALUATION BY PROPERTY CLASSIFICATION**
- **VALUATION TREND**
- **DEBT LIMIT CALCULATION**
- **GENERAL OBLIGATION DEBT**
- **OTHER CITY DEBT**
- **DEBT RATIOS**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be D.A. Davidson & Co.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such

waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its

officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: April 20, 2022

CITY OF NEWTON, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

PAYING AGENT AND REGISTRAR AGREEMENT – SERIES 2022A

This Agreement is made and entered into as of April 20, 2022, by and between the City of Newton, Iowa (the “Issuer”), and BOKF, National Association, Lincoln, Nebraska (the “Registrar”).

WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of \$1,670,000 of its General Obligation Corporate Purpose Bonds, Series 2022A, dated April 20, 2022 (the “Bonds”), by a resolution duly adopted by the City Council of the Issuer (the “Resolution”), and requires the services of a Paying Agent and Registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolution in consideration for the compensation described in this Agreement;

NOW THEREFORE, the Issuer and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the Issuer books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.
2. The Registrar agrees that it shall serve as Paying Agent for the Issuer in making the payments of principal and interest falling due on the Bonds. The Issuer shall, not later than five days before each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to Section 1 hereof for the appropriate amounts of interest due on each respective Bond and by paying principal upon presentation, all in accordance with the Resolution. Payment made to the Depository or its nominee as defined and described in the Resolution shall be made as described in the Resolution and as described in Section 13 below.
3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the “Paying Agent” and “Registrar” as defined in the Resolution (specifically including, without limitation, duties relating to bond insurance) and the terms of the Resolution are hereby incorporated by reference.
4. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Resolution.
5. Transfer of the Bonds shall be registered pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or

appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

6. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

7. At least annually, the Registrar shall give a report to the Issuer accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

8. At any time, the Registrar may apply to the Issuer for instructions and may consult with the Issuer's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

9. The Issuer agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution including counsel fees, and in addition shall pay the Registrar as compensation for its services as shown on the attached schedule.

10. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a part, shall ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. The Issuer shall have the right to remove the Registrar in the event of a material breach of the Registrar's duties under this Agreement and the Resolution and the continued service by the Registrar shall also be subject to the provisions of the Resolution. In such event, the Issuer shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the Issuer.

12. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Resolution except as may be otherwise agreed between the Registrar and the Issuer. Any deposit of such monies shall be either fully insured by insurance at the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

13. Under the terms of the Resolution, the Bonds are to be issued initially as “book-entry-only bonds” using the services of The Depository Trust Company (the “Depository”) and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Bonds at the address (wire instruction) shown in the Registrar’s books of registration for Cede & Co. as registered owner in accordance with the Depository’s procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the “Letter of Representations”) as authorized by the Resolution. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the Issuer in connection with services provided by the Depository.

The Registrar and the Issuer may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any participant of the Depository (“Participant”), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant or any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under the Resolution; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as Bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term “Cede & Co.” in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the Issuer or the Registrar pursuant to the Letter of Representations that it will

discontinue providing its services as securities depository with respect to the Bonds, the Issuer shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with the Resolution and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the Issuer elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with the Resolution, the Registrar shall register the transfer in accordance with the Resolution and all provisions of this Section 13 shall immediately cease to be in effect.

The Issuer may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this Section 13 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with the Resolution make such transfer or exchange in accordance with the Resolution. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenants or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF NEWTON, IOWA

ATTEST:

By: _____
Mayor

City Clerk

BOKF, National Association, Lincoln, Nebraska
Paying Agent and Registrar

By _____
Authorized Officer

BOK FINANCIAL

Trustee, PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE – PAYING AGENT

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$450 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$700 annual |

ADMINISTRATION FEE – TRUSTEE / PAYING AGENT

- | | |
|--------------------------------------|------------------------------|
| • Book Entry Bonds | \$750 initial/\$1,250 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$1,500 annual |

* Initial Fees paid at Closing

* Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------|
| • Placement of CDs or Sinking Funds | Included in Annual Fee |
| • Optional or Partial Redemption | Included in Annual Fee |
| • Mandatory Redemption | Included in Annual Fee |
| • Early Termination/Full Call | Included in Annual Fee |
| • Paying Costs of Issuance | Included in Annual Fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|----------------------------------|------------------------|
| • Dissemination Agent | \$250 Annual Fee |
| • Tax credit bond filing | \$350 Annual Fee |
| • Disbursement Agent | Included in Annual Fee |
| • Disbursement Agent wires/check | Included in Annual Fee |

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

City of Newton Council Report



Item: Resolution Providing for the Issuance of \$385,000 Taxable General Obligation Corporate Purpose Bonds, Series 2022B and Providing for the Levy of Taxes to Pay the Same

Summary: Resolution Approving the Issuance of the 2022B General Obligation Corporate Purpose Bonds

Financial Impact: Final Approval of the 2022B General Obligation Corporate Purpose Bonds totaling \$385,000 to be paid with future Debt Service Funds and Tax Increment Financing Funds

Report Number: 22-110

Date: April 4, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

The City Council held a public hearing on March 7, 2022 in regards to the issuing of the 2022B Taxable General Obligation Corporate Purpose Bonds and approved the bond purchase agreement and locked in interest rates at the March 21, 2022 meeting.

The projects included in the 2022B are listed below and consistent with the proposed CIP and FY23 Budget:

- | | |
|-----------------------------------|------------|
| • D&D Program | \$ 150,000 |
| • Downtown Grants (N Central TIF) | \$ 200,000 |

The refinancing of current bonds is not included in this action, as current interest rates did not provide sufficient savings at this time.

Recommendation:

Staff recommends approving the issuance of the 2022B Taxable General Obligation Corporate Purpose Bonds.

A handwritten signature in black ink, appearing to read "Brian Laube".

Brian Laube
Acting City Administrator

MINUTES TO PROVIDE FOR THE
ISSUANCE OF SERIES 2022B BONDS

504612-49

Newton, Iowa

April 5, 2022

The City Council of the City of Newton, Iowa, met on April 5, 2022, at _____ o'clock
____.m., at the City Hall Chambers, Newton, Iowa.

The Mayor presided and the roll was called showing the following members of the City
Council present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. 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. _____

Resolution providing for the issuance of \$385,000 Taxable General Obligation Corporate Purpose Bonds, Series 2022B and providing for the levy of taxes to pay the same

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, previously issued its \$4,790,000 Taxable General Obligation Bonds, Series 2015A, dated June 30, 2015 (the “2015A Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$565,000	2.40%
2023	\$575,000	2.60%
2024	\$590,000	2.80%
2025	\$610,000	2.95%

;and

WHEREAS, pursuant to the resolution (the “2015A Bond Resolution”) authorizing the issuance of the 2015A Bonds, the City reserved the right to prepay part or all of the 2015A Bonds maturing in each of the years 2023 to 2025, inclusive (the “Callable 2015A Bonds”), prior to and in any order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2015A Bond Resolution; and

WHEREAS, the City also previously issued its \$4,705,000 General Obligation Bonds, Series 2015B, dated June 30, 2015 (the “2015B Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$490,000	3.00%
2023	\$590,000	2.00%
2024	\$335,000	2.25%
2025	\$630,000	2.25%
2026	\$515,000	2.50%

;and

WHEREAS, pursuant to the resolution (the “2015B Bond Resolution”) authorizing the issuance of the 2015B Bonds, the City reserved the right to prepay part or all of the 2015B Bonds maturing in each of the years 2023 to 2026, inclusive (the “Callable 2015B Bonds”), prior to and in any order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2015B Bond Resolution; and

WHEREAS, the City also previously issued its \$1,448,000 Taxable General Obligation Notes, Series 2017A, dated August 22, 2017 (the “2017A Notes”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$109,000	3.10%	2026	\$133,000	3.10%
2023	\$118,000	3.10%	2027	\$351,000	3.10%
2024	\$123,000	3.10%	2028	\$293,000	3.10%
2025	\$128,000	3.10%			

;and

WHEREAS, pursuant to the resolution (the “2017A Note Resolution”) authorizing the issuance of the 2017A Notes, the City reserved the right to prepay part or all of the 2017A Notes maturing in each of the years 2023 to 2028, inclusive (the “Callable 2017A Notes”), prior to and in inverse order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2017A Note Resolution; and

WHEREAS, the City also previously issued its \$1,632,000 General Obligation Notes, Series 2017B, dated August 22, 2017 (the “2017B Notes”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$104,000	2.10%	2026	\$166,000	2.10%
2023	\$153,000	2.10%	2027	\$397,000	2.10%
2024	\$157,000	2.10%	2028	\$342,000	2.10%
2025	\$162,000	2.10%			

;and

WHEREAS, pursuant to the resolution (the “2017B Note Resolution”) authorizing the issuance of the 2017B Notes, the City reserved the right to prepay part or all of the 2017B Notes maturing in each of the years 2023 to 2028, inclusive (the “Callable 2017B Notes”), prior to and in inverse order of maturity on June 1, 2022 or on any date thereafter, subject to the provisions of the 2017B Note Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$8,220,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, storm water drainage, sidewalk and sanitary sewer system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquiring and demolishing dangerous and/or dilapidated buildings; (4) undertaking improvements at the municipal airport (the “Essential Purpose Projects”); and (5) current refunding the Callable 2015A Bonds, the Callable 2015B

Bonds, the Callable 2017A Notes and the Callable 2017B Notes, and has published notice of the proposed action and has held a hearing thereon on March 7, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$225,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of funding economic development grants to private property owners for downtown betterment programs, 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 7, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #2”) and to borrow money thereunder in a principal amount not to exceed \$225,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking improvements to City Hall, 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 7, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #3”) (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2 and the General Purpose Loan Agreement #3 are sometimes referred to hereinafter as the “Loan Agreements”), and to borrow money thereunder in a principal amount not to exceed \$200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking site improvements at the former municipal manufactured gas plant, 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 7, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 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 further divided its authority to borrow under the Loan Agreement in two, a Tax-Exempt Series 2022A Loan Agreement (the “2022A Loan Agreement”) and a Taxable Series 2022B Loan Agreement (the “2022B Loan Agreement”); and

WHEREAS, the City has decided not to proceed with the refunding of the Callable 2015A Bonds, the Callable 2015B Bonds, the Callable 2017A Notes or the Callable 2017B Notes at this time, but the City reserves the right to pursue these refundings at a later time; 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 and Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) in evidence of the obligation of the City under the 2022A Loan Agreement and Taxable General Obligation Corporate Purpose and Refunding Bonds, Series 2022B (the “Series 2022B Bonds”) in evidence of the obligation of the City under the 2022B

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 Series 2022B Loan Agreement and the Series 2022B Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof, and the City Council has approved the Bond Purchase Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Series 2022B Loan Agreement and to authorize the issuance of the Series 2022B Bonds;

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

Section 1. The City shall enter into the Series 2022B Loan Agreement with the Underwriter, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$385,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Series 2022B Loan Agreement on behalf of the City, and the Series 2022B Loan Agreement is hereby approved.

Section 2. The Series 2022B Bonds, in the aggregate principal amount of \$385,000, are hereby authorized to be issued in evidence of the City’s obligations under the Series 2022B Loan Agreement. The Series 2022B Bonds shall be dated April 20, 2022, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in the year, in the respective principal amount, and bear interest at the respective rate as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2041	\$385,000	4.00%

Section 3. BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Series 2022B Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Series 2022B Bonds maturing in the year 2041 prior to maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2022B Bonds of any like maturity is to be redeemed, the particular part of those Series 2022B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2022B Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2041 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, and 2040, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$15,000	2033	\$20,000
2025	\$15,000	2034	\$25,000
2026	\$15,000	2035	\$25,000
2027	\$15,000	2036	\$25,000
2028	\$20,000	2037	\$25,000
2029	\$20,000	2038	\$25,000
2030	\$20,000	2039	\$25,000
2031	\$20,000	2040	\$25,000
2032	\$20,000	2041	\$30,000 (Maturity)

If less than the entire principal amount of the Series 2022B Bonds in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022B Bonds, a new Series 2022B Bond or Series 2022B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022B Bonds. Notice of such redemption as aforesaid identifying the Series 2022B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2022B Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2022B Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2022B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2022B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2022. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2022B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2022B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2022B Bonds or Series 2022B Bond at the office of the Paying Agent.

The Series 2022B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of

the City Clerk, and shall be fully registered Series 2022B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2022B Bonds shall cease to be such officer before the delivery of the Series 2022B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2022Bs Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2022B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2022B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Series 2022B Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Series 2022B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Series 2022B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2022B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2022B Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Series 2022B Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2022B Bonds.

Ownership interests in the Series 2022B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2022B Bonds as nominees will not receive certificated Series 2022B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Series 2022B Bonds, which will be confirmed in accordance with

DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2022B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2022B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2022B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2022B Bonds acquired. Transfers of ownership interests in the Series 2022B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2022B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Series 2022B Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA **JASPER COUNTY**
CITY OF NEWTON

TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022B

No. _____ \$385,000

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, 20__	April 20, 2022	652810 G55

The City of Newton (the “City”), in Jasper County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of BOKF, N.A., Lincoln, Nebraska (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2022, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of Taxable General Obligation Corporate Purpose Bonds, Series 2022B (the “Series 2022B Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of April 20, 2022 (the “Series 2022B Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (i) acquiring and demolishing dangerous and/or dilapidated buildings; and (ii) funding economic development grants to private property owners for downtown betterment programs.

The Series 2022B Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on April 5, 2022, authorizing and approving the Series 2022B Loan Agreement and providing for the issuance and securing the payment of the Series 2022B Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Series 2022B Loan Agreement for a more complete statement as to the source of payment of the Series 2022B Bonds and the rights of the owners of the Series 2022B Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Series 2022B Bonds maturing in the year 2041 prior to maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. Principal of the Bond maturing on June 1 in the year 2041 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, and 2040 in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than all of the Series 2022B Bonds is to be redeemed, the particular part of those Series 2022B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2022B Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Series 2022B Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022B Bond, a new Series 2022B Bond or Series 2022B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022B Bond. Notice of such redemption as aforesaid identifying the Series 2022B Bond (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2022B Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2022B Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2022B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Newton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of April 20, 2022.

CITY OF NEWTON, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2022B Bonds described in the within-mentioned Resolution.

BOKF, N.A.
Lincoln, Nebraska
Registrar

By (Authorized Signature)

Authorized Officer

STATEMENT OF INSURANCE

Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to BOKF, N.A., Lincoln, Nebraska, or its successor, as paying agent for the Series 2022B Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Series 2022B Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Series 2022B Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Series 2022B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds \$385,000, (the “Loan Proceeds”), and all action heretofore taken in connection with the Series 2022B Loan Agreement is hereby ratified and confirmed in all respects. The Loan Proceeds shall be used to pay the costs of issuance of the Series 2022B Bonds and to carry out the D&D Program and Downtown Grants.

A portion of the Loan Proceeds (\$4,235) shall be retained by the Underwriter as the Underwriter’s Discount.

A portion of the Loan Proceeds (\$2,000) received from the sale of the Bonds shall be used to pay the bond insurance premium to Build America Mutual Assurance Company.

A portion of the Loan Proceeds (\$350,000) received from the sale of the Series 2022B Bonds plus (\$4,811.11) (the “Contingency”) shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the D&D Program and the Downtown Grants and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the D&D Program and Downtown Grants such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022B Bonds.

The Loan Proceeds received as capitalized interest proceeds (\$17,153.89) shall be deposited into the Debt Service Fund for payment of interest on the Series 2022B Bonds as the same becomes due.

The remainder of the Loan Proceeds (\$6,800) (the “Cost of Issuance Proceeds”), received from the sale of the Series 2022B Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2022B Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2022B Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022B Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$17,154;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$30,400;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$29,800;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$29,200;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$28,600;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$33,000;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$32,200;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$31,400;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$30,600;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$29,800;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$29,000;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$33,200;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of \$32,200;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of \$31,200;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of \$30,200;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of \$29,200;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of \$28,200;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of \$27,200; and

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$31,200.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Jasper County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2022B Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Series 2022B Bonds shall be deposited into such special account and used to pay interest due on the Series 2022B Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2022B Bonds remains outstanding and unpaid, any funds of the City, including incremental property tax revenues derived pursuant to Chapter 403 of the Code of Iowa, which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2022B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2022A Bonds and the Series 2022B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. The purchasing of bond insurance from Build America Mutual Assurance Company with respect to the Series 2022B Bonds is hereby approved. The Mayor and/or City

Clerk and Finance Officer are authorized and directed to execute such documents as they, with advice from bond counsel, deem necessary to carry out the purchasing of the bond insurance.

Provisions Related to Bond Insurance. The following provisions shall govern, notwithstanding anything to the contrary set forth in this resolution.

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

2. Amendments, Supplements and Consents.

a. *Amendments.* Wherever any Security Document requires the consent of Bondholders, BAM’s consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

b. *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Series 2022B Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Series 2022B Bonds or the trustee, paying agent, registrar, or similar agent (the “Trustee”) for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM’s written consent.

3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.

a. In the event that principal and/or interest due on the Series 2022B Bonds shall be paid by BAM pursuant to the Policy, the Series 2022B Bonds shall remain outstanding for all purposes, not be defeased or

otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Series 2022B Bonds.

b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:

i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Series 2022B Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Document and the Series 2022B Bonds; and

ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Series 2022B Bonds for the payment of principal of and interest on the Series 2022B Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Series 2022B Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), “Insurer Default” means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an

answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. Definitions. For the purposes of this section, the following terms shall have the meaning as set forth below:

“BAM” shall mean Build America Mutual Assurance Company, or any successor thereto.

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Series 2022B Bonds when due.

“Security Documents” shall mean the resolution, loan agreement, bond and/or any additional or supplemental document executed in connection with the Series 2022B Bonds.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 5, 2022.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City 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 in relation to the adoption of a resolution approving a certain Bond Purchase Agreement, authorizing a certain Series 2022B Loan Agreement and providing for the issuance of a \$385,000 Taxable General Obligation Corporate Purpose Bond, Series 2022B of the City evidencing the City's obligation under the Series 2022B Loan Agreement 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.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Series 2022B Loan Agreement, to issue the Series 2022B Bonds or to levy taxes to pay the principal of and interest on the Series 2022B Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JASPER COUNTY

I, the undersigned, County Auditor of Jasper County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Newton filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 5, 2022, entitled: “Resolution providing for the issuance of \$385,000 Taxable General Obligation Corporate Purpose Bonds, Series 2022B and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

March 30, 2022

Via Email

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: \$385,000 Taxable General Obligation Corporate Purpose Bonds, Series 2022B
Our File No. 504612-49

Dear Matt:

We have prepared and attach the proceedings to be used at the April 5th City Council meeting to enable the City Council to adopt the resolution (the "Resolution") to issue Taxable General Obligation Corporate Purpose Bonds, Series 2022B.

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate attesting to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of the Resolution in the County Auditor's office. After it is adopted, a certified copy of the Resolution must be filed with the Jasper County Auditor on or before April 14, 2022. An extra copy of the Resolution should be printed for this purpose.

As provided in the Resolution, beginning in the 2022-2023 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bond unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bond for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Page 2

Also attached is a Series 2022B Loan Agreement for execution by you and the Mayor. Please print three copies of the Series 2022B Loan Agreement for execution. After they have been signed, please scan and email a copy to us for inclusion with the closing materials.

Finally, we are attaching a Registrar and Paying Agent Agreement for you and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to BOKF, N.A. for signature.

If you have any questions, please contact Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Katrina Davis
Lisa Frasier
Michael Maloney
BOKF, N.A.
James Smith/Jennifer Block
BAM Insurance

SERIES 2022B LOAN AGREEMENT

This Loan Agreement is entered into as of April 20, 2022, by and between the City of Newton, Iowa (the "City"), and D.A. Davidson & Co., Des Moines, Iowa, as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$385,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Corporate Purpose Bonds, Series 2022B, in the aggregate principal amount of \$385,000 (the "Series 2022B Bonds").

2. The City adopted a resolution on April 4, 2022 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Series 2022B Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Series 2022B Bonds shall be dated April 20, 2022, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Series 2022B Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

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

CITY OF NEWTON, IOWA

By _____
Mayor

Attest:

City Clerk

D.A. DAVIDSON & CO.
Des Moines, Iowa

By _____

(Print Name and Title)

PAYING AGENT AND REGISTRAR AGREEMENT – TAXABLE SERIES 2022B

This Agreement is made and entered into as of April 20, 2022, by and between the City of Newton, Iowa (the “Issuer”), and BOKF, National Association, Lincoln, Nebraska (the “Registrar”).

WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of \$385,000 of its Taxable General Obligation Corporate Purpose Bonds, Series 2022B, dated April 20, 2022 (the “Bonds”), by a resolution duly adopted by the City Council of the Issuer (the “Resolution”), and requires the services of a Paying Agent and Registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolution in consideration for the compensation described in this Agreement;

NOW THEREFORE, the Issuer and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the Issuer books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.
2. The Registrar agrees that it shall serve as Paying Agent for the Issuer in making the payments of principal and interest falling due on the Bonds. The Issuer shall, not later than five days before each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to Section 1 hereof for the appropriate amounts of interest due on each respective Bond and by paying principal upon presentation, all in accordance with the Resolution. Payment made to the Depository or its nominee as defined and described in the Resolution shall be made as described in the Resolution and as described in Section 13 below.
3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the “Paying Agent” and “Registrar” as defined in the Resolution (specifically including, without limitation, duties relating to bond insurance) and the terms of the Resolution are hereby incorporated by reference.
4. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Resolution.
5. Transfer of the Bonds shall be registered pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or

appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

6. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

7. At least annually, the Registrar shall give a report to the Issuer accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

8. At any time, the Registrar may apply to the Issuer for instructions and may consult with the Issuer's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

9. The Issuer agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution including counsel fees, and in addition shall pay the Registrar as compensation for its services as shown on the attached schedule.

10. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a part, shall ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. The Issuer shall have the right to remove the Registrar in the event of a material breach of the Registrar's duties under this Agreement and the Resolution and the continued service by the Registrar shall also be subject to the provisions of the Resolution. In such event, the Issuer shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the Issuer.

12. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Resolution except as may be otherwise agreed between the Registrar and the Issuer. Any deposit of such monies shall be either fully insured by insurance at the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

13. Under the terms of the Resolution, the Bonds are to be issued initially as “book-entry-only bonds” using the services of The Depository Trust Company (the “Depository”) and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Bonds at the address (wire instruction) shown in the Registrar’s books of registration for Cede & Co. as registered owner in accordance with the Depository’s procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the “Letter of Representations”) as authorized by the Resolution. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the Issuer in connection with services provided by the Depository.

The Registrar and the Issuer may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any participant of the Depository (“Participant”), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant or any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under the Resolution; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as Bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term “Cede & Co.” in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the Issuer or the Registrar pursuant to the Letter of Representations that it will

discontinue providing its services as securities depository with respect to the Bonds, the Issuer shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with the Resolution and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the Issuer elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with the Resolution, the Registrar shall register the transfer in accordance with the Resolution and all provisions of this Section 13 shall immediately cease to be in effect.

The Issuer may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this Section 13 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with the Resolution make such transfer or exchange in accordance with the Resolution. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenants or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF NEWTON, IOWA

ATTEST:

By: _____
Mayor

City Clerk

BOKF, National Association, Lincoln, Nebraska
Paying Agent and Registrar

By _____
Authorized Officer

BOK FINANCIAL

Trustee, PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE – PAYING AGENT

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$450 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$700 annual |

ADMINISTRATION FEE – TRUSTEE / PAYING AGENT

- | | |
|--------------------------------------|------------------------------|
| • Book Entry Bonds | \$750 initial/\$1,250 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$1,500 annual |

* Initial Fees paid at Closing

* Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------|
| • Placement of CDs or Sinking Funds | Included in Annual Fee |
| • Optional or Partial Redemption | Included in Annual Fee |
| • Mandatory Redemption | Included in Annual Fee |
| • Early Termination/Full Call | Included in Annual Fee |
| • Paying Costs of Issuance | Included in Annual Fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|----------------------------------|------------------------|
| • Dissemination Agent | \$250 Annual Fee |
| • Tax credit bond filing | \$350 Annual Fee |
| • Disbursement Agent | Included in Annual Fee |
| • Disbursement Agent wires/check | Included in Annual Fee |

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

City of Newton Council Report

Item:

Resolution approving an Engineering Services Agreement for Arbor Estates 2nd Addition.

Summary:

Approve agreement with Bolton & Menk for platting, design, and construction administration work.

Financial Impact:

\$223,210.00 to be paid from previously approved bonded funds for Arbor Estates.



Report Number: 22-111

Date:

April 4, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton. Recently completed projects focused on the Arbor Estates site, with the construction of Plat 1 and the mass grading of the rest of the site. Bolton & Menk of Des Moines, Iowa has been the project design engineer throughout the project, working under a base engineering services agreement (ESA) and amendments to said agreement for those two initial projects.

This resolution seeks approval on a new ESA needed to construct the next project: Arbor Estates 2nd Addition. This project would plat an estimated 42 new residential lots, and complete public improvements in all currently unimproved areas along and east of the E 23rd St N corridor, between N 8th Ave E and N 11th Ave E.

Tasks included in this engineering services agreement include:

- Project Management
- Additional Survey and Data Collection for Design
- Preliminary and Final Plat
- Construction Drawings
- Project Bidding
- Construction Administration and Observation

Recommendation:

City staff recommends approval of the \$229,210.00 Engineering Services Agreement with Bolton & Menk for the Arbor Estates 2nd Addition Improvements.

A handwritten signature in black ink, appearing to read "Brian Laube", with a stylized flourish at the end.

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING AN ENGINEERING SERVICES
AGREEMENT FOR ARBOR ESTATES 2ND ADDITION**

WHEREAS, the City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton; and

WHEREAS, recently completed projects focused on the Arbor Estates site, with the construction of Plat 1 and the mass grading of the rest of the site; and

WHEREAS, Bolton & Menk of Des Moines, Iowa has been the project design engineer throughout the project, working under a base engineering services agreement (ESA) and amendments to said agreement for those two initial projects; and

WHEREAS, this resolution seeks approval on a new ESA needed to construct the next project: Arbor Estates 2nd Addition; and

WHEREAS, this project would plat an estimated 42 new residential lots, and complete public improvements in all currently unimproved areas along and east of the E 23rd St N corridor, between N 8th Ave E and N 11th Ave E; and

WHEREAS, tasks included in this engineering services agreement include:

- Project Management
- Additional Survey and Data Collection for Design
- Preliminary and Final Plat
- Construction Drawings
- Project Bidding
- Construction Administration and Observation; and

WHEREAS, City staff recommends approval of the \$229,210.00 Engineering Services Agreement with Bolton & Menk for the Arbor Estates 2nd Addition Improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$229,210.00 Engineering Services Agreement with Bolton & Menk on the Arbor Estates 2nd Addition is hereby approved; with previously approved bonded funds for Arbor Estates to be used to pay for said engineering services.

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

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

ARBOR ESTATES SECOND ADDITION

CITY OF NEWTON and BOLTON & MENK, INC.

This Agreement, made this 21st day of MARCH 2022, by and between City of Newton, 101 West 4th St S, Newton, IA ("CLIENT"), and BOLTON & MENK, INC., 430 E Grand Avenue Suite 101, Des Moines, Iowa ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with UNION DRIVE RECONSTRUCTION ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Section IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services. Total cost of services shall not exceed **\$229,210.00** without the prior consent of CLIENT.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Sr. Principal	\$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-175
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$85-180
Technician (Inc. Construction, GIS, Survey ¹)	\$65-150
Administrative/Corporate Specialists	\$45-125
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2022. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey

stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in Section III.A.6 will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph , if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

(Remainder of this page intentionally left blank)

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, or agents.

4. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least

30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. If CLIENT is responsible for accidental disclosure of electronic/digital data developed by CONSULTANT under this agreement, CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services by for more than 120 days for reasons beyond CONSULTANT'S cause; or,
2. Notwithstanding, the foregoing, this Agreement will not terminate under Section IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures same within 10 days of receipt of the notice.

3. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Section IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Section IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under the Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a mutually agreeable mediator. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Newton

CONSULTANT: Bolton & Menk, Inc.

Signature



Signature

Print Name and Title

Charles N. Kahlsdorf, Principal Engineer

Print Name and Title

Date

08 MAR 2020

Date

EXHIBIT I
SCOPE OF SERVICES BY CONSULTANT
ARBOR ESTATES SECOND ADDITION
CITY OF NEWTON, IOWA

I. SCOPE OF SERVICES

Bolton & Menk, Inc., hereafter known as CONSULTANT, agrees to provide professional services required for the engineering design & construction management of Arbor Estates Second Addition. The scope is divided into two tasks, Design Phase Services and Construction Phase Services, and the work included is as follows:

TASK I – DESIGN PHASE SERVICES

For purposes of this specific project, Design Phase Services to be provided by CONSULTANT are as follows:

Subtask A – Project Management

1. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - a. Review and confirm the scope of the project
 - b. Review available information relative to the project
 - c. Review and discuss specific infrastructure issues and CLIENT’S current design standards as they relate to the proposed improvements on this project
 - d. Review and verify project schedules
 - e. Conduct a field review of project area by CONSULTANT and CLIENT representatives
2. CONSULTANT will coordinate progress with CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and needs to keep the project progressing.
3. CONSULTANT will provide project and contract administration services throughout the duration of the project.
4. CONSULTANT will facilitate project communication throughout the duration of the project. (Including distributing meeting minutes in a timely manner).
5. CONSULTANT will manage any required subconsultant contracts needed to complete the design and construction of the project.
6. CONSULTANT will coordinate with Iowa DOT as needed to complete the design and construction of the project.
7. CONSULTANT will identify private utility conflicts and required relocation during design. It is understood that existing utility locations will be taken from as constructed information or as marked in the field.
 - a. During the field data collection phase, CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. Utility coordination will be discussed again at the preconstruction meeting.

- b. CONSULTANT will prepare an existing conditions mapping, and project public utility removal plans for inclusion in the construction documents.

Subtask B – Public Involvement

1. CONSULTANT will organize and conduct a public informational meeting. This meeting will inform the community on the general design direction for the project. The time and location of the meeting will be coordinated with CLIENT.
2. City Council Workshop Session – Near 60% final design, the CONSULTANT will lead a Council session to inform City Council on the direction of the project and confirm the progress to date aligns with the City’s expectation for the project.
3. CONSULTANT will conduct “kitchen table” style meetings as needed. This is intended to provide a personal approach to addressing specific needs/concerns of those individuals and businesses directly impacted by the project.
4. CONSULTANT will develop a public information video presentation that can be posted to the City’s website.

Subtask C – Data Collection

1. CONSULTANT will collect topographic survey of the site which will include:
 - a. Horizontal and vertical location of existing surface improvements
 - b. Horizontal and vertical location of CLIENT utilities – sanitary sewer, watermain and storm sewer
 - c. Locate private utilities (natural gas, telephone, CATV, electric, watermain, etc.) based on field marking or other information from utility owners
 - d. Identify property corners to determine ROW limits
 - e. Survey existing ground to create surface model and contours for the site.
 - f. CAD drafting to create project mapping of the project area.

This survey will be a reduced survey, as data gathered from the previous phase survey will supplement collected data.

2. CONSULTANT will identify any necessary temporary and permanent easements and/or acquisitions along the project during the design process. CONSULTANT will develop necessary acquisition plats to CLIENT to support acquisition activities.

Deliverables:

Base map in PDF and CAD format

Subtask D – Preliminary & Final Plat

1. CONSULTANT will provide the following deliverables:
 - a. **Preliminary Plat.** The preliminary plat is the schematic layout of the site and infrastructure that is reviewed for approval by City Staff and Planning and Zoning (PNZ) Board. These drawings include:
 - i. Lot layout
 - ii. Public street layouts
 - iii. Trail and sidewalk locations
 - iv. Public utility layouts
 - b. **Final Plat.** At the completion of construction Bolton & Menk will coordinate Final Plat

- Approval with the City. This task will include the following items:
- c. Prepare a Final Plat for proposed lots adjacent to proposed roadway based on Preliminary Plat as approved by City of Newton.
 - d. Provide legal description of the proposed subdivision and easement descriptions to the Client's attorney.
 - e. Set property corners to create individual lots based on the Final Plat layout approved by the City of Newton.

Bolton & Menk will submit the drawings for review and revise the drawings per city comments if any. We will attend the PNZ meeting and provide support activities for approval.

Subtask D – Construction Drawings

1. CONSULTANT will complete all aspects of design needed for the construction. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the City for review and approval. The plan elements include:
 - a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.
 - b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements. The Typical Cross Sections will be used for the proposed improvements as well as determination of the limits that each section will apply.
 - c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding the project. Erosion Control and Restoration sheets will be included in the C sheets. Sheets include the design of erosion control measures and surface restoration to be provided on the Project.
 - d. **Plan and Profiles (D Sheets).** Plan and profile sheets will show the existing and proposed horizontal and vertical roadway alignment of the corridor. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. The scale of these sheets will be 1"=20'.
 - e. **Traffic Control and Staging (J Sheets).** Plan includes anticipated construction scheduling and staging of the Project, highlighting traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).
 - f. **Intersection Geometrics (L Sheets).** Plans will refine intersection geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plan sheets will be 1"=20'.
 - g. **Underground Utilities (M Sheets).** Plans include storm sewer, sanitary sewer, and water main design. These drawings will show identified locations of franchise utilities and critical crossings. Sheets may be combined depending on clarity of the plans.
 - i. **Storm Sewer Sheets (M1 Sheets).** Storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Plans show storm sewer horizontal and vertical profiles, unless shown on applicable D sheets, that will show the existing topography, proposed improvements, storm sewer profile, and structure locations. Structure tables and storm sewer cross will be included. The scale of these plan sheets will be 1"=20'.
 - ii. **Sanitary Sewer Design (M2 Sheets).** Plans show sanitary plan and profile

sheets that will show the existing topography, proposed improvements, sanitary sewer profile, and manhole locations. Plans include sanitary sewer structure tables. The scale of these plan sheets will be 1"=20'.

- iii. **Water Main Design (M3. Sheets).** Plans include water main layout and profile sheets that will show the existing topography, proposed improvements, water main profile, hydrant and valve locations. The design will be coordinated with Newton Water Works. The scale of these plan sheets will be 1"=20'.
 - h. **Removal Plans (R Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement, underground utilities.
 - i. **Curb Ramp Design (S Sheets).** Curb ramp layout will be in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.
 - j. **Bridge and Culvert Design (V Sheets).** Bridge approach panel and culvert replacement plans will be developed in accordance with applicable codes and standards. The scale of these plan sheets will be 1"=20'.
 - k. **Detailed Cross Sections (W & X Sheets).** This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
- 2. **Project Manual:** CONSULTANT will prepare a project manual for the project in accordance with Iowa SUDAS and City of Newton standards. Project Manual will be provided at the 90% design phase.
 - 3. **Engineer's Estimate:** CONSULTANT will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provide at the 60% and 90% Design phases.
 - 4. **CLIENT Review:** Plans will be reviewed with CLIENT at the 60%, and 90% complete stages. The project manual will be reviewed with CLIENT at the 90% complete stage. If required, changes will be made to the contract documents based on CLIENT's review and comments. It is assumed that easement and right-of-way design will commence at the 60% complete stage of plan set production. The final contract documents will be presented to CLIENT for approval.
- A. CONSUTLANT provide acquisition plats to CLIENT for any temporary or permanent acquisitions and easements. These will be provided at the 60% design phase.

Subtask E – Bidding Phase

CONSUTLANT will provide the following bidding assistance:

- A. Assist CLIENT in the preparation of advertisement for bids and submittal to the local newspaper and other required publications, secure affidavits of publication
- B. Post advertisement for bids on CONSULTANT's website.
- C. Upon request by prospective bidders, subcontractors or suppliers, CONSULTANT will distribute copies of the contract/bidding documents – hard copy or electronic documents, or both. A nominal refundable fee may be charged for bidding documents.
- D. Maintain and update plan holders list throughout bidding period.

- E. Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
- F. If requested by CLIENT, CONSULTANT will conduct a pre-bid meeting for prospective bidders, subcontractors, or suppliers.
- G. Assist CLIENT with the public opening and reading of the bids.
- H. Review bids and prepare bid tabulation and abstract of all bid items.
- I. Conduct pre-award review of the low bidder and significant subcontractors and perform other research to investigation capabilities and qualifications of the low bidder.
- J. Assist CLIENT in preparing recommendation for CLIENT Council regarding the award of the bid. CONSULTANT will attend CLIENT Council meeting to answer any questions regarding the recommendation.

TASK II – CONSTRUCTION PHASE SERVICES

Construction Phase Services consist of the following:

- A. Construction Administration: CONSULTANT will provide the following construction administration activities:
 - 1. Prepare required contract documents, with the assistance of CLIENT’S attorney and staff, after award of contract.
 - 2. Convene and preside over the preconstruction conference to be attended by CLIENT, contractors and any affected utility companies.
 - 3. Provide supervision and support to resident project representatives.
 - 4. Convene and preside over weekly construction scheduling meetings and business owners’ meetings during the construction.
 - 5. Prepare change orders and written directives.
 - 6. Review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
 - 7. Review any material lists, supplier’s lists, or other submittals required to be furnished by the Contractor.
 - 8. Subcontract Geotechnical services and material testing services, including borings, other subsurface investigations, and material testing for quality control.
 - 9. Perform visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
 - 10. Meet with affected property owners and business owners as required to answer specific questions or to address construction or design related concerns.
 - 11. Obtain additional information or clarifications from CLIENT when required for the proper execution of the work.
 - 12. Review and make a recommendation on the Contractor's request for partial payments. Such review will be based upon CONSULTANT'S on-site observations and such written documentation as may be available to CONSULTANT at the time of review. Such review will not include verification of unit price contract quantities by physical measurement of individual work items.
- A. Construction Observation: CONSULTANT will provide one full-time on-site representative during the construction of the project; it is estimated that **construction duration will be 32 weeks.** Services consist of the following:
 - 1. Attend preconstruction conference
 - 2. Attend weekly construction progress meetings and prepare minutes
 - 3. Schedule and coordinate construction staking
 - 4. In coordination with the geotechnical and materials testing company, schedule and coordinate materials testing and maintain reports and documentation of testing performed and associated results

5. Assist the project engineer with the preparation, review and approval of partial pay requests
6. Meet with affected property owners, as required, to answer specific questions or to address construction or design related concerns. Resident project representative will be the primary contact person for property owners for addressing construction related concerns and issues.
7. Serve as engineer's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents
8. Assist project engineer in serving as CLIENT's liaison with contractor
9. Assist in obtaining additional details or information from CLIENT, when required for proper execution of the work
10. Review of Work, Rejection of Defective Work, Inspections and Tests
11. Report to project engineer when clarifications and interpretations of the Contract Documents are needed and transmit to contractor clarifications and interpretations as issued by project engineer
12. Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to project engineer. Transmit to contractor decisions as issued by project engineer.
13. Maintain Construction Records, including construction correspondence; construction diary; record and documentation of quantities; record of measurements, ties, sketches or other documentation of buried construction items and underground utilities; photographic and video record during construction; materials testing reports and documentation
14. Records library – the resident project representative will work with the project engineer to establish and maintain a library of the records
15. On-site construction representative services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.

C. Construction Closeout and Record Drawings:

1. CONSULTANT will conduct an inspection of the project in the company of CLIENT and the Contractor for conformance with contract documents. A punch list will be developed from the inspection and be used to track completion of those items.
2. CONSULTANT will prepare record drawings reflecting constructed conditions from information observed by CONSULTANT or supplied by others and furnish one reproducible copy and one electronic copy of the plans to CLIENT.

II. HOURLY RATE SERVICES

The following services shall be provided at CONSULTANT's standard hourly rate and a fee estimate shall be developed and mutually agreed upon prior to commencement of work:

III. PROPOSED SCHEDULE

The proposed project is:

- Topographic Survey: December 2021
- Preliminary Plat: February 2022
- 60% Design Review: March 2022
- 90% Design Review: April 2022
- Bidding Phase: October/November 2021
- Construction Award: July 2021
- Construction Start: September 2022
- Construction Completion/Project Closeout: May 2023

IV. ESTIMATED FEES:

The fees for the completion of the above scope are:

Task I – Design Phase Services: \$ 40,910.00

Task II – Construction Phase Services: \$188,300.00

Total \$229,210.00

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2022 Maytag Pool Heater Replacement Project.

Report Number: 22-112

Date:

April 4, 2022

Summary:

Award of contract to install a new high-efficiency tankless pool water heater system.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$132,425.00 from the General Fund Budget.

Background:

Maytag Pool's reconstruction in the mid-1990's included the installation of a gas-fired pool water heater. That original heater, which was an 80% efficient unit, was used for numerous years but required a moderate amount of maintenance to keep it operational. At least one other 80% efficient heater was installed in early 2017, but that heater has proved to be highly unreliable and inefficient. In the five years it has been used, the existing heater has been inoperable numerous times leaving the pool unheated. In trying to open each year in late May, having a reliable and operable pool heater is essential. Cold pool water drives down attendance, and makes it very difficult to conduct pre-season in-service training sessions for lifeguards.

Staff's number one priority for mechanical upgrades at the pool is a new heating system. The pool technical evaluation completed in 2020 identified a new pool heater as a priority one item that should be addressed. That report listed an estimated cost for a basic heating system at \$50,000. Current estimates on the installation of a gas-fired, 80% efficient unit are now at or near \$60,000.

Following the release of the 2020 technical evaluation, staff has explored different available options for pool heating systems. Based on follow-up discussions with the aquatics engineer in 2021, a gas-fired high efficient tankless pool heating system is recommended. The prevalent tankless system being installed across the country is a patented system from the Sentry Valve Company in Woodward, Iowa. This system is installed by only a few authorized dealers in the US, with Pleva Mechanical of Woodward, Iowa being the only company able to provide this system to our area. Because of this limited installation network, along with it being a patented

system, no other competitive quotes were able to be secured for a like product. Advantages of this system (vs. the current heater type) include:

- 98% efficient (vs. 80% efficient) – lower natural gas costs
- 12 year life expectancy (vs. 4-6 year life expectancy)
- Heats entire pool in 24 hours (vs. 3-4 day time to heat entire pool) – able to heat the pool more often and as-needed using much less natural gas
- Because the system is a bank of tankless units operating together, the pool can still be heated if one of the individual heaters in the system fails or is down for any reason (current heater will not function at all if any component fails)

In addition to the recommendation from the aquatics engineer, staff has visited with other facilities that have installed this system and received nothing but positive recommendations on it.

With approval of this resolution on April 4th, the expected completion date for the project is May 11, 2022. \$132,425.00 in available General Fund Budget funds will be used to pay for the project.

Recommendation:

City Staff recommends that Council award the project to Pleva Mechanical of Woodward, Iowa in the amount of \$132,425.00.

A handwritten signature in black ink, appearing to read 'Brian Laube', with a stylized, cursive script.

Brian Laube
Acting City Administrator

RESOLUTION 2022- _____

RESOLUTION AWARDING CONTRACT FOR THE 2022 MAYTAG POOL HEATER REPLACEMENT PROJECT.

WHEREAS, Maytag Pool's original heater from 1996, which was an 80% efficient unit, was used for numerous years but required a moderate amount of maintenance to keep it operational; and

WHEREAS, at least one other 80% efficient heater was installed in early 2017, but that heater has proved to be highly unreliable and inefficient leaving the pool water unheated numerous times; and

WHEREAS, the pool technical evaluation completed in 2020 identified a new pool heater as a priority one item that should be addressed, with current estimates on the installation of a gas-fired, 80% efficient unit at or near \$60,000; and

WHEREAS, based on follow-up discussions with the aquatics engineer in 2021, a gas-fired 98% efficient tankless pool heating system from the Sentry Valve Company in Woodward, Iowa is recommended; and

WHEREAS, in addition to the recommendation from the aquatics engineer, staff has visited with other facilities that have installed this system and received nothing but positive recommendations on it; and

WHEREAS, City staff recommends that the City of Newton award a contract to Pleva Mechanical of Woodward, Iowa, the only authorized supplier/installer in this area for this patented system, for the 2022 Maytag Pool Heater Replacement Project based on the proposal received in the amount of \$132,425.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the proposal of Pleva Mechanical of Woodward, Iowa, in the amount of One Hundred Thirty-Two Thousand, Four Hundred Twenty-Five Dollars and Zero Cents (\$132,425.00) for the 2022 Maytag Pool Heater Replacement Project is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Pleva Mechanical of Woodward, Iowa for the 2022 Maytag Pool Heater Replacement Project be signed by the Mayor and City Clerk on behalf of the City. The City shall utilize available General Fund Budget funds to complete said project.

PASSED this _____ day of April, 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: A resolution approving internal loan and payment to Newton Housing Development Corporation for the purchase of real estate located at 1015 North 3rd Avenue East in Newton.

Summary: Newton Housing Development Corporation seeks to purchase 1015 North 3rd Avenue East to support a housing development on the former Hatchery Site. NHDC has requested City assistance with the purchase.

Financial Impact: Up to \$90,000 to be repaid upon the project moving



Report Number: 22-113

Date: April 4, 2022

Lead Department:
Community Development

Recommendation:
Approve

Summary: The property at 1015 North 3rd Avenue East is available for purchase, and Newton Housing Development Corporation (NHDC) is seeking to purchase the property to support the future housing development at the adjacent former Hatchery Site. NHDC has requested assistance from the City of Newton for the purchase.

NHDC requests City assistance with 2/3rds of the purchase price. The City could provide up to \$90,000.00 to support the public-private partnership for new housing in this area with an internal loan.

When the project moves forward, the City would be reimbursed the provided funds. If the project did not immediately move forward, First Avenue East TIF and LMI Funds would repay the general fund.

Recommendation:
City Staff recommends approval.

A handwritten signature in black ink, appearing to read "Brian Laube".

Brian Laube
Acting City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING INTERNAL LOAN AND PAYMENT TO NEWTON HOUSING DEVELOPMENT CORPORATION FOR THE PURCHASE OF REAL ESTATE LOCATED AT 1015 NORTH 3RD AVENUE EAST IN NEWTON

WHEREAS, the availability of housing has been identified by as a community priority by the *Newton’s Future*, the City’s comprehensive plan; and

WHEREAS, MVAH Partners of West Chester, Ohio (MVAH) has agreed to construct approximately forty (40) townhomes on vacant parcels owned by the City of Newton and one parcel owned by a private estate, subject to approval of tax credit financing by the Iowa Finance Authority (IFA); and

WHEREAS, the Newton City Council approved the sale of the City-owned parcels to MVAH in their March 21, 2022 meeting (Resolution 2022-081); and

WHEREAS, MVAH has determined that their proposed townhome project will be viable only if they are able to acquire an adjacent privately owned parcel at 1015 North 3rd Avenue East; and

WHEREAS, 1015 North 3rd Avenue East is available for purchase for the project only if closing can occur immediately; and

WHEREAS, Newton Housing Development Corporation (NHDC) has agreed to purchase and hold the subject property until MVAH is able to close on their entire land purchase transaction; and

WHEREAS, NHDC has requested that the City reimburse the organization an amount equal to two-thirds (2/3) of the purchase price, up to \$90,000.00, for the property at 1015 North 3rd Avenue East, which will be repaid by NHDC to the City of Newton upon MVAH’s acquisition of 1015 North 3rd Avenue East from NHDC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City shall provide funding to NHDC for an amount not to exceed two-thirds (2/3) of the purchase price, up to \$90,000.00, for 1015 North 3rd Avenue East, upon closing of NHDC’s cash transaction for the property.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City’s assistance to NHDC will be paid for by an internal loan from the General fund, to be paid back by MVAH if the project moves forward. If the project does not move forward, the internal loan to the General fund will be paid back with 1st Avenue East TIF Funds and LMI Funds.

PASSED this 4th day of April. 2022.

APPROVED this _____ day of April, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING SALARY INCREASE FOR
CITY ADMINISTRATOR**

WHEREAS, the City Council met on April 4, 2022 to discuss the City Administrator's annual review; and

WHEREAS, the City Council has determined a _____% salary increase in lieu of the July 1, 2022 cost of living increase for the City Administrator from a present base salary of \$138,006 to \$_____ retroactive as if starting on the anniversary date of March 27, 2022; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that a salary increase for the City Administrator of _____%, as set forth above, is approved, retroactive to March 27, 2022.

PASSED this _____ day of April 2022.

APPROVED this _____ day of April 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk