

**AGENDA**  
**City of Newton Public Building Commission**  
**FOR A MEETING TO BE HELD AT**  
**City Hall - 3rd Floor Conference Room**  
**7:00 AM Tuesday, June 30, 2026**

***Voting Members:***

Tom Adrian—Newton \_\_\_\_\_  
 Melissa Vajnar—Newton \_\_\_\_\_  
 Carl Harris—Newton \_\_\_\_\_  
 Mark Fox—Newton \_\_\_\_\_  
 Debbie Palacios—Newton \_\_\_\_\_  
 Ian Long—USD373 \_\_\_\_\_  
 Brett Budd—HV County \_\_\_\_\_  
 Tim Marlar—NRC \_\_\_\_\_

***Staff Members:***

Chris Towle—City Attorney \_\_\_\_\_  
 Brian Bascue—NRC Rec. Supt. \_\_\_\_\_  
 Fred Van Ranken—USD373 Supt. \_\_\_\_\_  
 Daniela Rivas—City Manager \_\_\_\_\_  
 Ed Bonham—Dir Public Works \_\_\_\_\_  
 Denise Duerksen—City Clerk \_\_\_\_\_  
 Other—\_\_\_\_\_

Page

1. Call Meeting to Order
2. Consider approval of the December 2, 2025 meeting minutes.  
[12-2-2025 Minutes](#)
3. Approve the update CIP/Budget.  
[2026 PBC - CIP Updates - Pdf](#)
4. Consider and approve the RFP for Fischer Field locker room flooring.  
[Request for Proposal - Flooring Fischer Field - Pdf](#)
5. Consider and approve the proposal for the Fischer Field press box study.  
[Receive proposal - Fischer Field Press box study - Pdf](#)
6. Consider and sign the Interlocal Agreement to update the funding contribution to the maintenance of Fischer Field.  
[Interlocal Agreement MOU-Fischer Field - Pdf](#)
7. Other Business.
8. Adjournment.

**Public Building Commission Minutes  
December 2, 2025**

The Newton Public Building Commission met on December 2, 2025 at City Hall, 201 East 6<sup>th</sup> Street. The meeting was called to order at 7:00 a.m. Those present and constituting a quorum included Tom Adrian, Brett Budd, Mark Fox, Ian Long, Tim Marlar, Debbie Palacios and Melisa Vajnar. Also present were Daniela Rivas, Brian Bascue, Fred Van Ranken, Ed Bonham, Johnette Shepek, Chris Towle and Denise Duerksen. Carl Harris was absent.

**1. Call Meeting to Order & Introduce new Finance Director, Johnette Shepek.**

The meeting was called to order by Chair Tom Adrian at 7:00 a.m. Johnette Shepek introduced herself.

**2. Review and approve the minutes of the February 26, 2026 meeting.**

**Motion:** Ian Long moved and Tim Marlar seconded to approve the minutes. Motion carried unanimously.

**3. Election of Officers**

The current officers are Tom Adrian - President, Carl Harris - Vice President, and Debbie Palacios - Secretary. **Motion:** Tim Marlar moved and Mark Fox seconded to keep the current officers. Motion carried unanimously.

**4. Review PBC Financials**

Johnette reviewed the financials. There is a need to sit down and re-evaluate the costs of projects and bring that updated information to a future meeting. **Motion:** Tim Marlar moved and Brett Budd seconded to receive the financial reports as presented. Motion carried unanimously.

**5. Review and approve roof improvements/stadium sealing quotes at Fischer Field.**

The roof at Fischer Field stadium is leaking and in need of improvements and sealing. Quotes were obtained from Thrasher Foundation Repair (\$23,293.85) and IWP Foundation Repair (\$24,084.00). **Motion:** Brett Budd moved and Tim Marlar seconded to award the contract to Thrasher Foundation Repair. Motion carried unanimously.

**6. Review Themian Park Agreement**

A Memorandum of Understanding (MOU) to supplement the Themian Park Interlocal Agreement was reviewed. The MOU addresses the shortage of funds and the availability of Community Development Block Grant (CDBG) funds that could assist with getting the project started. The \$1.8 million project will be split into three phases rather than requiring full up-front funding. The City will pursue a CDBG to help fund the first phase of improvements. The grant would provide \$800,000, with a minimum 20% required local match, which could be paid using

private funds already raised. To move forward with the grant application, the City would need to contract with Schaefer Architecture to provide the preliminary engineering report, estimate, and renderings. As the primary funding source, the Railer Foundation will be responsible for reimbursing the City if the project is terminated. It was suggested to remove Gary Holler's name from the MOU and just use Schaefer Architecture, Inc. **Motion:** Ian Long moved and Tim Marlar seconded to approve the MOU with the removal of Gary Holler's name. Motion carried unanimously.

**7. Other business**

There was no other business.

**8. Adjournment.**

There being no further business, the Chair declared the meeting adjourned at 7: 30 a.m.



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**TO:** Public Building Commission  
**FROM:** Ed Bonham  
**DATE:** June 30, 2026  
**SUBJECT:** 2026 PBC - CIP Update

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**PURPOSE:**

Before the Commission is the draft Capital Improvement Plan (CIP) for your review and consideration. Some background-The primary objective in developing this plan was to establish a sustainable funding strategy for the eventual replacement of the turf at Fischer Field. As the plan evolved, staff identified additional capital projects that address other PBC priorities. The projects included in this CIP were selected based on identified infrastructure needs, operational efficiencies, previous PBC direction, and other strategic priorities. This year's plan includes several updates that we would like to highlight.

First, we continue to utilize a conservative approach to forecasting revenues. We have shifted revenue projections to a rolling three-year average of revenue growth rather than assuming current-year collections will continue indefinitely. This method helps smooth fluctuations in assessed valuation and is consistent with the City's forecasting practices. While this approach may understate available revenues during periods of strong growth, it provides greater long-term stability and reduces the risk of overcommitting future resources. The plan also assumes the current mill levy will remain unchanged throughout the planning period.

As the Commission reviews the CIP, staff also recommends considering maintaining a minimum reserve balance within the fund rather than planning for available cash balances to be fully depleted. Because this program is funded primarily through a dedicated mill levy, maintaining adequate reserves will provide flexibility to respond to fluctuations in assessed valuation, unexpected project costs, grant matching opportunities, and changing capital priorities.

Staff will continue pursuing grants, partnerships, and other outside funding sources whenever possible to reduce the local funding obligation and improve the overall affordability of the plan.

It is also important to note that inclusion of a project in the CIP does not authorize construction or the expenditure of funds. Projects will continue to come before the PBC through the normal approval processes. The CIP should be viewed as a long-range financial planning tool that guides

future decision-making rather than a commitment that every project will be completed exactly as proposed or within the anticipated timeframe. Review of the plan, including ending estimate balances, will be completed in our meeting.

Finally, this CIP is intended to remain a living document. It will continue to evolve over time. The plan will be reviewed annually to ensure it remains aligned with long-term strategic priorities.

**FINANCIAL IMPLICATIONS:**

Some of the bigger ticket items funded in this CIP include, Fischer Field improvements and Newton Public Pool improvements and other projects that will enhance quality of life throughout Newton.

**RECOMMENDATION:**

Receive and approve the PBC CIP.

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>BEGINNING BALANCE</b>	142,116.65	423,857.08	630,643.36	289,014.78	343,245.10	73,041.10	119,090.35	273,365.54	101,572.35	(266,667.23)	(419,003.09)
<b>RECEIPTS</b>											
<b>CAPITAL CONTRIBUTIONS</b>	616,489.50	648,242.53									
<b>CAPITAL CONTRIBUTIONS-Estimated using a 3-year rolling average (City of Newton Forecasting)</b>			605,577.67	623,436.57	625,752.26	618,255.50	622,481.44	622,163.06	620,966.67	621,870.39	621,666.71
<b>BOND PROCEEDS</b>											
<b>OTHER INCOME-GRANTS, DONATIONS, ADVERTISING</b>	396.36										
<b>INTEREST INCOME</b>	18,734.42										
<b>TOTAL RECEIPTS</b>	635,620.28	648,242.53	605,577.67	623,436.57	625,752.26	618,255.50	622,481.44	622,163.06	620,966.67	621,870.39	621,666.71
<b>EXPENDITURES</b>											
BOND PAYMENTS - FISCHER FIELD											
BOND FEES - FISCHER FIELD											
BOND ISSUANCE COSTS											
CONSTRUCTION IN PROGRESS 2004-2005											
<b>BOYD STREET SOCCER FIELD BATHROOMS (Added Feb 2026)</b>			250,000.00								
KELSCH FIELD PRESSBOX											
KELSCH FIELD RESTROOMS											
<b>ATHLETIC PARK SHELTER (Added Feb 2026)</b>					400,000.00						
CENTENNIAL RESTROOMS/PRESS BOX CONSTRUCTION											
<b>CENTENNIAL PARKING LOT (Added Feb 2026)</b>										200,000.00	
FISCHER FIELD SCOREBOARD									50,000.00		
FISCHER FIELD BALL FIELD LIGHTS						225,000.00					
IRRIGATION SYSTEMS FOR KLEIN, KELSCH & KENNY WILLIAMS							125,000.00				
Kenny Williams & Railer Field Lighting Improvements					150,000.00						
FISCHER FIELD STADIUM ELECTRICAL REPAIRS											
FISCHER FIELD SOUND SYSTEM											
FISCHER FIELD STADIUM STRUCTURAL REPAIRS											
<b>FISCHER FIELD GRANDSTAND (Reseal &amp; Paint)</b>		21,423.57								235,000.00	
Fischer Field Press Box Improvements		26,500.00	250,000.00								
<b>FISCHER FIELD LOCKER ROOM FLOORING (Added 2026)</b>		65,000.00									
<b>FISCHER FIELD ARTIFICIAL TURF REPLACEMENT</b>									600,000.00		
KENNY WILLIAMS PARKING LOT											
POOL SLIDE REPLACEMENT								150,000.00			
<b>POOL EQUIPMENT (specific)?</b>											
<b>POOL REPAIRS (structure)?</b>											
<b>POOL BATHHOUSE REHAB/REPL (Added Feb 2026)</b>											
WASHINGTON PARK IMPROVEMENTS				225,000.00							
<b>10TH &amp; ASH RESTROOMS &amp; SHELTER (Added Feb 2026)</b>								300,000.00			
Themian Park											
On-going Maintenance of Facilities		20,000.00	20,000.00	20,000.00	20,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
BOND PAYMENTS - POOL/BALL FIELDS	329,456.28	326,956.25	324,206.25	321,206.25	322,956.25	319,206.25	315,206.25	315,956.25	311,206.25	311,206.25	305,706.25
BOND FEES - POOL/BALL FIELDS	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
<b>TOTAL EXPENDITURES</b>	353,879.85	441,456.25	947,206.25	569,206.25	895,956.25	572,206.25	468,206.25	793,956.25	989,206.25	774,206.25	333,706.25
<b>ENDING BALANCE</b>	423,857.08	630,643.36	289,014.78	343,245.10	73,041.10	119,090.35	273,365.54	101,572.35	(266,667.23)	(419,003.09)	(131,042.63)

DRAFT  
6/22/2026

**Ed Bonham:**  
Apply for \$1M CDBG Grant \$400k would be budgeted responsibility

**Ed Bonham:**  
Proposal for a study. Budgeted \$35,000 Actual cost \$26,500 + \$1,000 if we want to include water intrusion in the Home Team Locker rooms

**Ed Bonham:**  
Potentially being considered a part of a Park Master Plan

**Ed Bonham:**  
Reconsider when these are done - Currently in Flood plain, should consider relocating



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**TO:** Public Building Commission  
**FROM:** Ed Bonham  
**DATE:** June 30, 2026  
**SUBJECT:** Request for Proposal - Flooring Fischer Field

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**PURPOSE:**

In March of 2026, Newton Recreation staff approached City staff regarding the need to redo the epoxy flooring in the locker rooms and the bathrooms at Fischer Field. City of Newton put out a request for proposal and received two bids. After contacting the low bidder to discuss the project, He admittedly confessed he did not attend the project tour, and ultimately did not think he had the capabilities to complete the project. At that point, a decision was made to reject all the bids, and put out the request for proposal as a sealed bid with bonding requirements.

On June 16, 2026, the City received and opened bids. Two bidders submitted for this project both were over the project estimate. City staff engaged in negotiations with the low bidder. In order to get to the negotiated price, we removed some scope items, which included having NRC staff remove fixtures attached to the floor, lessening the mil thickness from 62 to 42, allowing for adjustment in scheduling, providing dumpster, and eliminating the east bathrooms from the project.

**FINANCIAL IMPLICATIONS:**

A price of \$64,882.10, was negotiated. If approved, this will be funded through the PBC Capital Improvement Plan.

**RECOMMENDATION:**

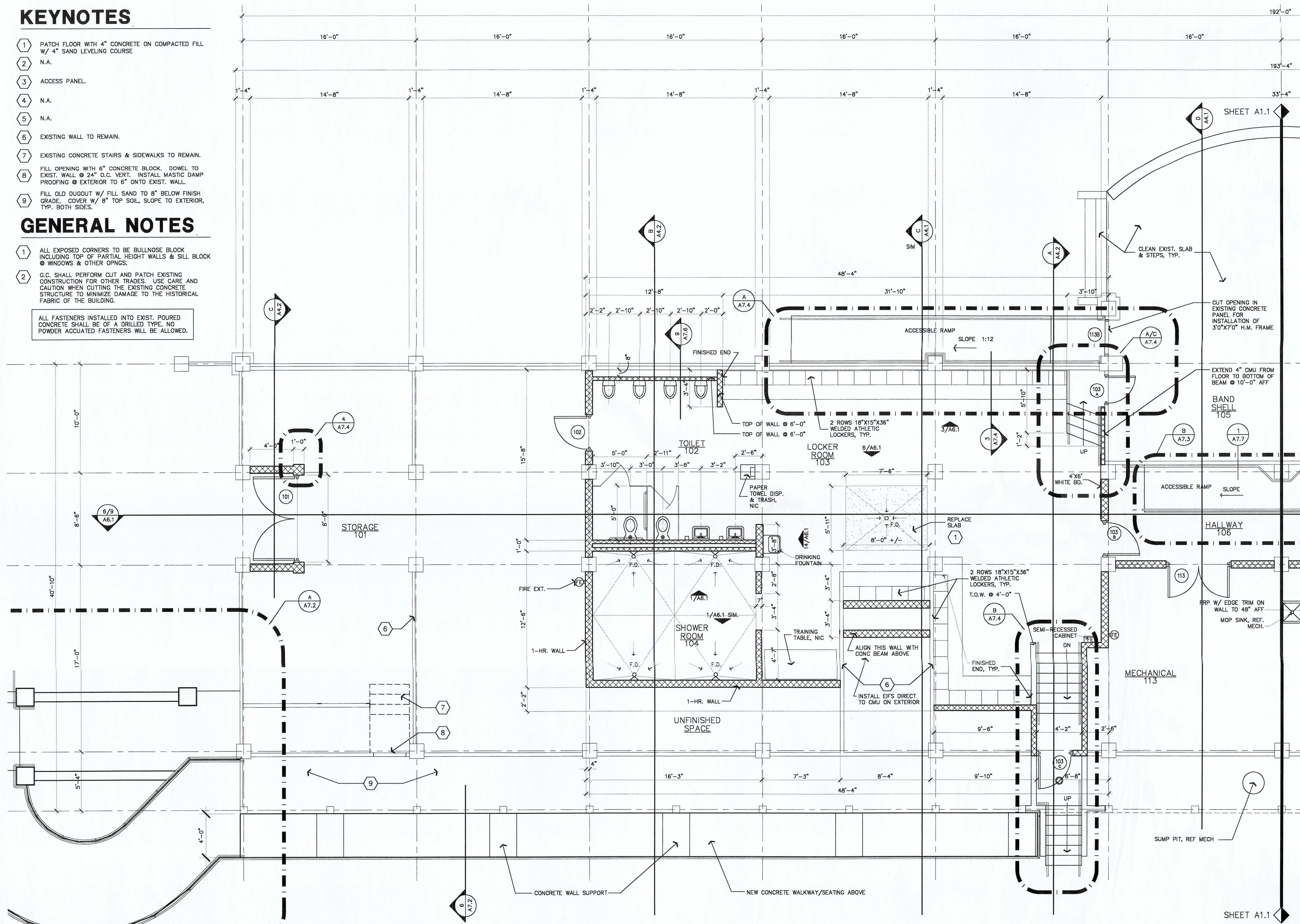
Approve and allow the Director of Public to sign all required documents and NRC staff to coordinated and start the project.

**KEYNOTES**

- 1 PATCH FLOOR WITH 4" CONCRETE ON COMPACTED FILL W/ 4" SAND LEVELING COURSE
- 2 N.A.
- 3 ACCESS PANEL.
- 4 N.A.
- 5 N.A.
- 6 EXISTING WALL TO REMAIN.
- 7 EXISTING CONCRETE STAIRS & SIDEWALKS TO REMAIN.
- 8 FILL OPENING WITH 6" CONCRETE BLOCK. DOWEL TO EXIST. WALL @ 24" O.C. VERT. INSTALL MASTIC DAMP PROOFING @ EXTERIOR TO 6" ONTO EXIST. WALL.
- 9 FILL OLD DUGOUT W/ FILL SAND TO 8" BELOW FINISH GRADE. COVER W/ 8" TOP SOIL, SLOPE TO EXTERIOR, TYP. BOTH SIDES.

**GENERAL NOTES**

- 1 ALL EXPOSED CORNERS TO BE BULLNOSE BLOCK INCLUDING TOP OF PARTIAL HEIGHT WALLS & SILL BLOCK @ WINDOWS & OTHER OPNGS.
  - 2 G.C. SHALL PERFORM CUT AND PATCH EXISTING CONSTRUCTION FOR OTHER TRADES. USE CARE AND CAUTION WHEN CUTTING THE EXISTING CONCRETE STRUCTURE TO MINIMIZE DAMAGE TO THE HISTORICAL FABRIC OF THE BUILDING.
- ALL FASTENERS INSTALLED INTO EXIST. POURED CONCRETE SHALL BE OF A DRILLED TYPE. NO POWDER ACCUATED FASTENERS WILL BE ALLOWED.



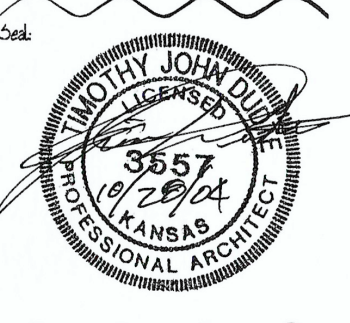
**WEST FLOOR PLAN**

0 2' 4' 8'

1/4" = 1'-0"



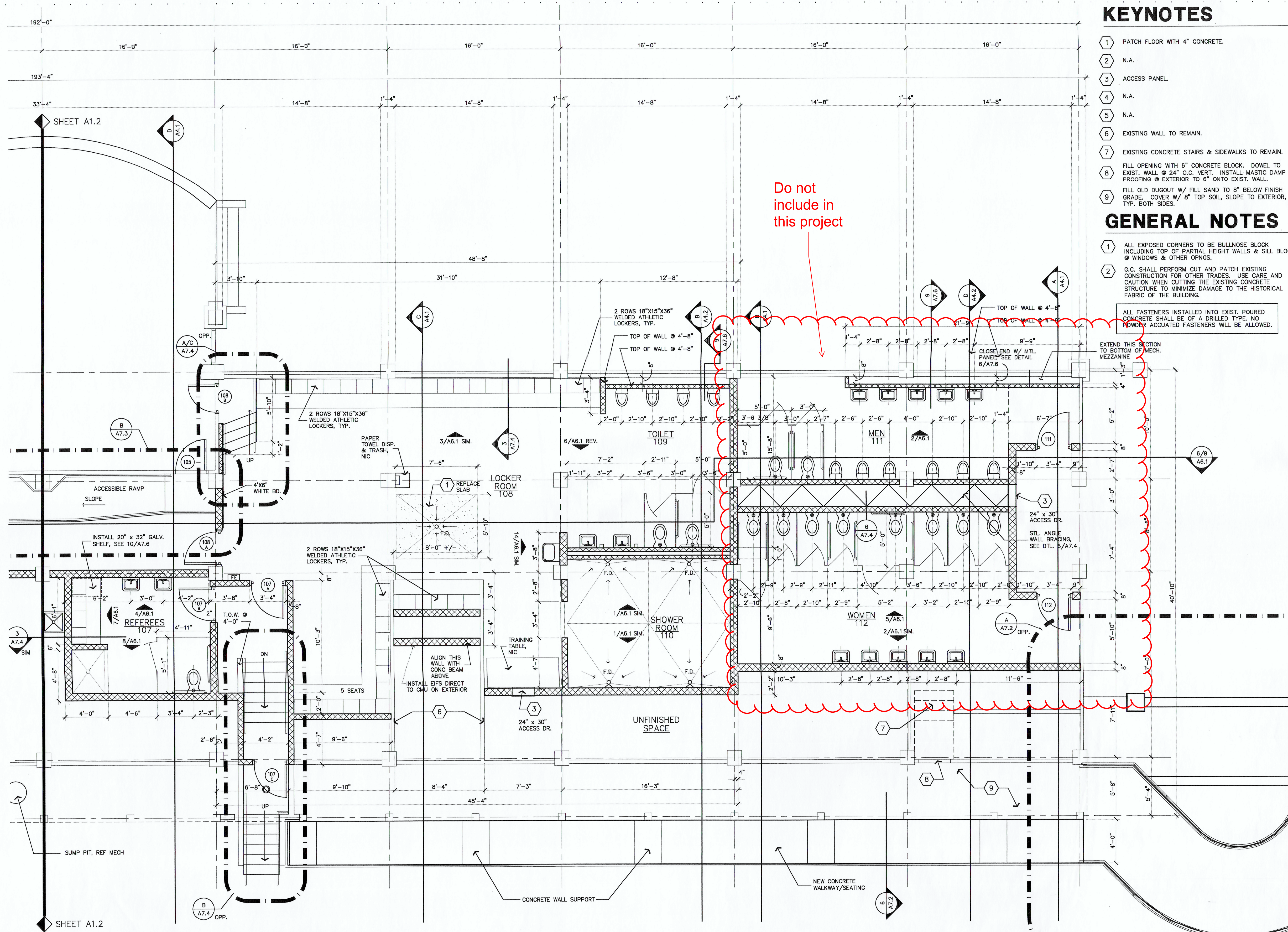
Tim Dulte Associates  
 102 North Meador, Suite 200  
 Wichita, Kansas 67202  
 966.662.6600



**Renovations and Restoration of Fischer Field Stadium**  
 Athletic Park  
 Newton, Kansas

Project: TNEWTO4100  
 Date: 01/28/04  
 Sheet Title: WEST FLOOR PLAN  
 Drawn by: NW, HNM  
 Checked by: TJD

**A1.1**



Do not include in this project

### KEYNOTES

- 1 PATCH FLOOR WITH 4" CONCRETE.
- 2 N.A.
- 3 ACCESS PANEL.
- 4 N.A.
- 5 N.A.
- 6 EXISTING WALL TO REMAIN.
- 7 EXISTING CONCRETE STAIRS & SIDEWALKS TO REMAIN.
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### GENERAL NOTES

- 1 ALL EXPOSED CORNERS TO BE BULLNOSE BLOCK INCLUDING TOP OF PARTIAL HEIGHT WALLS & SILL BLOCK @ WINDOWS & OTHER OPINGS.
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ALL FASTENERS INSTALLED INTO EXIST. POURED CONCRETE SHALL BE OF A DRILLED TYPE. NO POWERS ACCUTATED FASTENERS WILL BE ALLOWED.



Tim Dudge Associates  
422 North Meador, Suite 300  
Wichita, Kansas 67202  
913.262.4500



Renovations and Restoration of  
**Fischer Field Stadium**  
 Athletic Park  
 Newton, Kansas

Project: TNEWT04100  
 Date: 02/28/04  
 Sheet Title: EAST FLOOR PLAN  
 Drawn by: NW, HNM  
 Checked by: TJD

**A1.2**

© 2004 Tim Dudge Associates

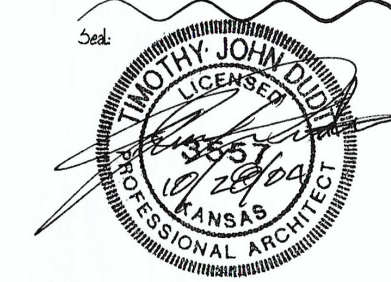
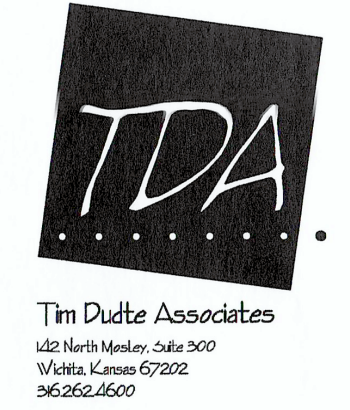
**EAST FLOOR PLAN**

0 2' 4' 8'  
1/4" = 1'-0"

04100 A1.2.DWG

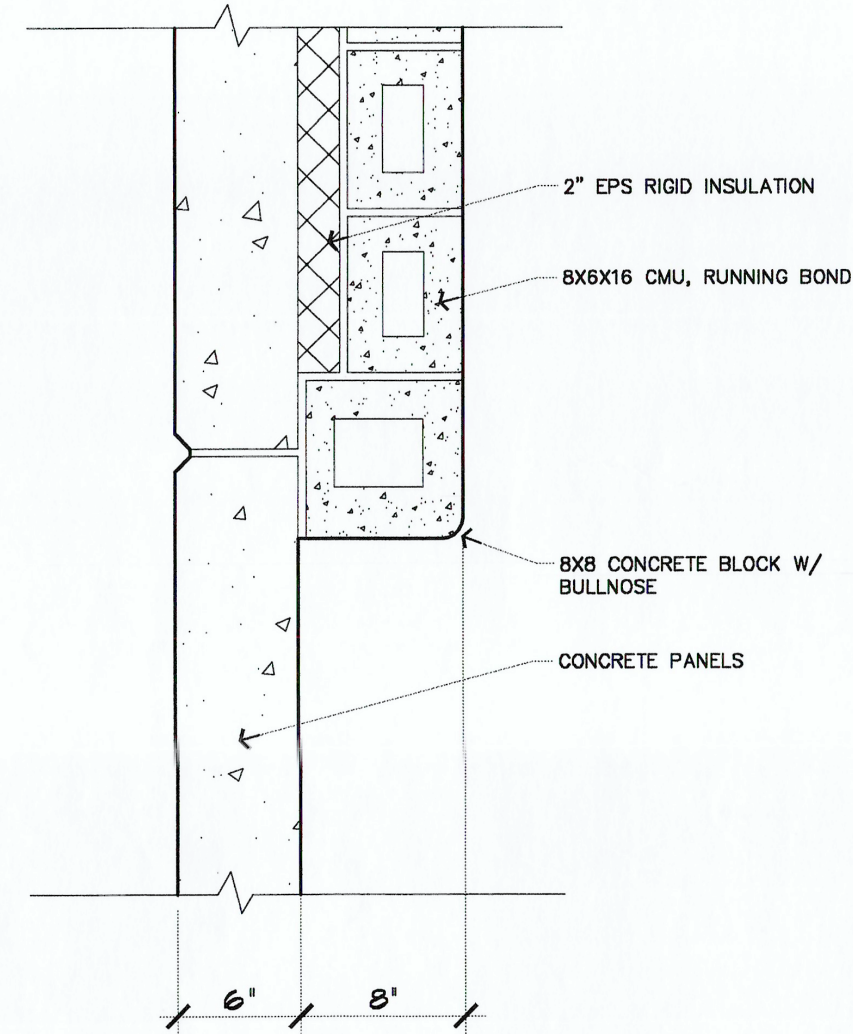
## GENERAL NOTES

- 1 ALL EXPOSED CORNERS TO BE BULLNOSE BLOCK INCLUDING TOP OF PARTIAL HEIGHT WALLS & SILL BLOCK @ WINDOWS & OTHER OPNGS.
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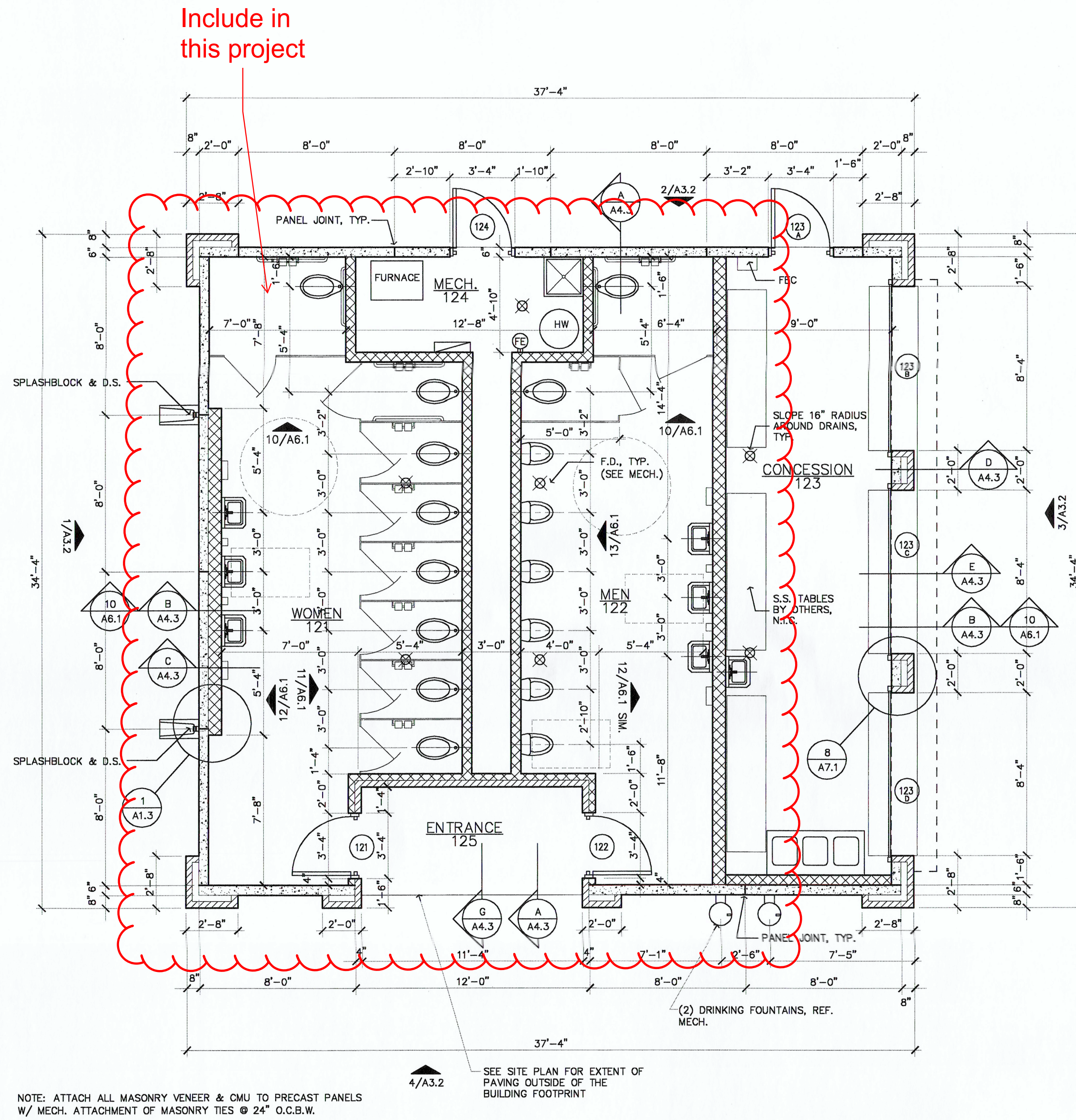


# Renovations and Restoration of Fischer Field Stadium

Athletic Park  
Newton, Kansas

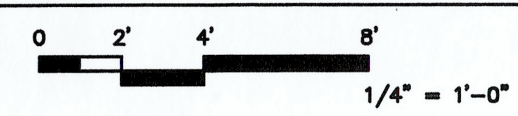


**1 PLAN DETAIL**  
1 1/2" = 1'-0"



**A**

## RESTROOM FLOOR PLAN



Revisions

Project: TNEWT04100  
Date: 6/28/04  
Sheet Title: RESTROOM  
FLR. PLAN  
Drawn by:  
Checked by: TJD

**A1.3**

# ESTIMATE



## Prepared For

City of Newton (Fischer Field)  
201 E 6th, PO Box 426  
Newton, Kansas 67114  
(316) 284-6020

## SS Concrete Solutions

504 E. Case St  
Lehigh, KS 67073  
Phone: (620) 381-1456  
Email: schultzss@hotmail.com  
Web: www.ssconcretesolutions.com

Estimate # 1890  
Date 06/18/2026

Description	Total
removal of old coatings Home locker room removal of old quartz/epoxy flooring does not include cove base The cove base will be repaired in a few damaged areas but not removed	\$5,934.50
CTI Titan Series Flake Floor Home locker room Epoxy Moisture Vapor Suppression Primer installed at approximately 20mils Armor Base UV epoxy installed with 100% broadcast of PVA flake adding approximately 20mils final layer of Moisture Control Urethane with Aluminum oxide top coat adding another 2mils flake floor (commercial floor)	\$11,437.40
removal of old coatings Guest locker room removal of old quartz/epoxy flooring The cove base will be repaired in a few damaged areas but not removed	\$7,051.00
CTI Titan Series Flake Floor Guest locker room Epoxy Moisture Vapor Suppression Primer installed at approximately 20mils Armor Base UV epoxy installed with 100% broadcast of PVA flake adding approximately 20mils	\$13,589.20

final layer of Moisture Control Urethane with Aluminum oxide top coat adding another 2mils  
flake floor (commercial floor)

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removal of old coatings \$4,950.00

Restrooms near Concessions  
removal of old quartz/epoxy flooring  
The cove base will be repaired in a few damaged areas but not removed

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CTI Titan Series Flake Floor \$9,540.00

Restrooms near Concessions  
Epoxy Moisture Vapor Suppression Primer installed at approximately 20mils  
Armor Base UV epoxy installed with 100% broadcast of PVA flake adding approximately 20mils  
final layer of Moisture Control Urethane with Aluminum oxide top coat adding another 2mils  
flake floor (commercial floor)

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Repair cove base \$1,700.00

repair approximately 10ft of base cove where it is coming off the wall  
there would be no guarantee on this repair due to moisture coming through the cinder block walls  
causing it to fail in those areas  
this is our solution to not removing all the cove base. This is just repairing the base cove  
that is coming off the wall in 2 areas

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sand cove base and coat. \$8,880.00

all areas  
sand and clean cove base for coating application  
prime and coat floor same as floor

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LOGO \$1,800.00

2 logo's

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**Subtotal** \$64,882.10

**Total** **\$64,882.10**

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**Notes:**

This does not include removal or installation of anything on the floor, stalls, toilets benches, etc.

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50% down and paid in full at time of completion

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City of Newton (Fischer Field)

City of Newton, Kansas				BID TABULATION											
<b>Engineering Office</b> 201 E. 6th Newton, KS 67114				<b>FISCHER FIELD FLOORING</b> <u>Project No.</u> <u>City Engineer:</u> Chris Ciardella <u>Bid Date/Time:</u> June 16, 2026 @ 11:00 A.M.											
				Engineer's Estimate		SS Concrete Solutions		Epoxy Coating Specialists		SS Concrete Solutions Negotiated June 22, 2026					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
<b>BASE BID:</b>															
1	Concrete Coating removal, preparation, and installation of Home Locker room	1	LS	\$10.00	\$ 11,700.00	\$ 22,659.00	\$ 22,659.00	\$118,340.00	\$ 118,340.00	\$ 22,010.12	\$ 22,010.12			\$ -	\$ -
2	Concrete Coating Home Locker Logo incorporated	1	LS	\$5.00	\$ 10,000.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00			\$ -	\$ -
3	Concrete Coating removal, preparation, and installation of Guest Locker room	1	LS	\$16,000.00	\$ 14,000.00	\$ 26,922.00	\$ 26,922.00	\$127,860.00	\$ 127,860.00	\$ 24,131.20	\$ 24,131.20			\$ -	\$ -
4	Concrete Coating removal, preparation, and installation Restrooms under stadium	1	LS	\$60.00	\$ 4,500.00	\$ 8,778.00	\$ 8,778.00	\$117,385.00	\$ 117,385.00	\$ -	\$ -			\$ -	\$ -
5	Concrete Coating removal, preparation, and installation of Restroom near Concessions	1	LS	\$120.00	\$ 9,800.00	\$ 19,800.00	\$ 19,800.00	\$117,385.00	\$ 117,385.00	\$ 16,940.78	\$ 16,940.78			\$ -	\$ -
<b>Total Base Bid</b>					\$ 50,000.00		\$ 80,959.00		\$ 485,970.00		\$ 64,882.10			\$ -	\$ -
<b>Contingency</b>					\$ 15,000.00		\$ 19,800.00								
<b>Total</b>					\$ 65,000.00		\$ 100,759.00		\$ 485,970.00		\$ 64,882.10			\$ -	\$ -
<b>Bid Bond</b>															
<b>Acknowledged Addendum (#1)</b>															
<b>Acknowledged Addendum (#2)</b>															



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**TO:** Public Building Commission  
**FROM:** Ed Bonham  
**DATE:** June 30, 2026  
**SUBJECT:** Receive proposal - Fischer Field Press box study

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**PURPOSE:**

Due to positive experiences by both the City of Newton, USD, and the NRC, a request for Gary Holler with Schaefer Architecture was solicited to provide a proposal for an assessment and feasibility study of the Fischer Field Press Box. This proposal was received on May 29, 2026, and is attached for your review.

**FINANCIAL IMPLICATIONS:**

The proposal is under the budgeted amount of \$35,000 at \$26,500 or \$27,500, if we include analysis or some potential water intrusion issues in the home team locker room. If approved, this project would be funded by the PBC.

**RECOMMENDATION:**

Approve and allow the Director of Public Works to sign the proposal and work with NRC and USD staff begin this phase of the project.



28 May 2026

Mr. Edward Bonham  
Director of Public Works  
City of Newton, KS  
201 East 6th St.  
Newton, KS 67114

RE: Fisher Field Press Box – Assessment and Feasibility Study

Dear Ed,

Based upon our discussion, Schaefer Architecture is pleased to provide a proposal for the above-referenced project. When signed by you, this letter constitutes our Agreement for the project.

The project consists of the following two parts:

Part One – Conditional Assessment

- A condition assessment and report on the existing approximately 32 foot by 10 foot, two-story press box above the band shell area of the Fischer Field Stadium.
- The press box is constructed on a portion of the concrete framed bleacher seating. The condition assessment would summarize observed deterioration and provide isolated member review of the press box floor and roof framing but would not involve a comprehensive load analysis of the overall structure.
- The assessment is limited to a visual observation of accessible portions of the structure.
- The scope of work does not include any sampling or testing of material properties.
- Scan the set of original drawings and provide pdfs to the Owner.
- Hire a structural engineer to perform structural engineering analysis.
- Assessment Report:
  - o Perform one site visit for observation and documentation of the existing structural framing relevant to the scope of work. Prior to the site visit, selective demolition may be required by the owner, to access the floor and roof framing.
  - o Perform limited checks for load capacity of typical members in the press box floor and structure.
  - o Perform a visual analysis of the conditions of the doors, frames, hardware, windows, counters, stair, roofing, exterior façade, drainage, ceiling, flooring, elevated platform and interior finishes such as paint.



257 N Broadway

Wichita, KS 67202

316.684.0171

[schaefer-arch.com](http://schaefer-arch.com)

- Prepare a report discussing our observations and recommendations to address possible areas of distress or concern.

Part Two – Feasibility Study

- Perform a feasibility study to either renovate and repair the existing press box or to remove and rebuild a new one. As we understand it, four design options are currently being considered:
  - One: Renovate the existing press box and make repairs without changing its current size. This option would include reviewing the existing structure, recommended repairs, suggested renovations of the interior and exterior. The structural analysis would include any supplemental framing to comply with the current building codes.
  - Two: Replace the existing press box with a new approximately 500 SF one-story structure supported entirely on the top level of the existing concrete bleacher stadium.
  - Three: Replace the existing press box with a new approximately 500 SF one-story structure partially supported on the top level of the existing concrete bleacher stadium and partially supported at the ground level.
  - Four: Replace the existing press box with a standalone structure adjacent to the stadium. The elevated press box would have a floor area of about 500 SF with an open area below.
- Preliminary floor plans will be provided for each option that is deemed structurally feasible.

Our fees to provide the above-described Scope of Services is as follows:

- To perform Part One - Assessment Report services within the defined terms and conditions, we are submitting a lump sum fee of \$6,000.00.
- To perform Part Two – Feasibility Study services within the defined terms and conditions, we are submitting a lump sum fee of \$18,000.00.
- To provide 3D color renderings of the press box showing the context of the stadium and band shell area, we request a fee of \$2,500 per rendering. These could be used for public and/or commission meetings and would include printing/mounting costs.

We are available to begin once the scope of work is agreed upon. Completion of Part One is anticipated to be within 2-4 weeks from commencement. Please let me know if you have any questions.

Sincerely,



Gary Holler, AIA, NCARB  
Vice President | Architect





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**TO:** Public Building Commission  
**FROM:** Ed Bonham  
**DATE:** June 30, 2026  
**SUBJECT:** Memorandum of Understanding for Interlocal Agreement funding maintenance of Fischer Field

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**PURPOSE:**

This Memorandum of Understanding between the City of Newton (City), Public Building Commission (PBC), Unified School District 373 (USD), and Newton Recreation Commission (NRC) concerns the City's annual funding contributions to the NRC. The parties entered into an interlocal agreement in 2004 that delegated certain funding responsibilities for the newly envisioned expansion of Fischer Field at Athletic Park in addition to the annual funding contributions. There have been four addenda clarifying and expanding the roles of each party. As stipulated in paragraph 12 of the 2004 interlocal agreement, the City and USD are obligated to periodically increase their funding contributions to the NRC to help defray operating costs. The last such increase took place in 2006, which pushed the original \$15,000 to \$19,000. Upon request of the NRC, and within the constraints of the interlocal agreement and its amendments, the attached MOU authorizes an increase to \$21,000. Though this does not directly effect the PBC's contributions, the agreement requires each party's approval for amendments like these. All other parties have considered and approved the agreement.

**FINANCIAL IMPLICATIONS:**

None for PBC.

**RECOMMENDATION:**

Approve the MOU

**MEMORANDUM OF UNDERSTANDING**  
**(Newton Athletic and Recreational Facilities Improvement Projects)**

**THIS MEMORANDUM** is entered into by and between the City of Newton, Kansas (the “City”), Unified School District No. 373 (the “District”), the Newton Recreation Commission (the “NRC”), and the City of Newton Public Building Commission (the “PBC”), effective as of the date last written below.

**WHEREAS**, the City, the District, the PBC and the NRC are currently parties to a certain Interlocal Agreement which was entered into in 2004 (EXHIBIT “A”), amended in 2004 (EXHIBIT “B”), 2006 (EXHIBIT “C”), a 2018 amendment incorporated into an approved 2020 amendment (EXHIBIT “D” and “E”), which said Interlocal Agreement and amendments are together hereinafter referred to as the “2004 Interlocal Agreement;” and

**WHEREAS**, Paragraph 12 of the 2004 Interlocal Agreement provides that the City and the District make a \$15,000 annual contribution to the NRC toward their operating costs to be adjusted as necessary commensurate with the Consumer Price Index (CPI); and

**WHEREAS**, the last increase to the City and District’s contributions was in 2006, to \$19,000 per year for both the City and District; and

**WHEREAS**, the NRC has stated that operating costs have increased and has requested the City and District increase their contributions pursuant to paragraph 12 of the 2004 Interlocal Agreement; and

**WHEREAS**, the Parties have previously agreed to the increase through the CPI provision and now seek to memorialize the increase in this Memorandum of Understanding; and

**WHEREAS**, as previously agreed to, the increase sought is within the scope and capacity of the 2004 Interlocal Agreement and the current CPI.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and commitments hereinafter set forth, and subject to the various contingencies hereinafter set forth, it is agreed by and between the Parties as follows:


1. The City and District shall increase their annual contribution to \$21,000 for NRC’s operating costs pursuant to their commitments in the 2004 Interlocal Agreement and its amendments.
2. All other provisions and amendments to the 2004 Interlocal Agreement and amendments endure.
3. This increased funding shall commence in the 2025 Budget Year and continue until this Agreement is dissolved or amended by the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding on the dates below shown.

Approved by the governing body of the City of Newton, Kansas, this 23<sup>rd</sup> day of September, 2025.

  
\_\_\_\_\_  
Rich Stinnett, Mayor

ATTEST:

  
\_\_\_\_\_  
Denise R. Duerksen, City Clerk

*[REMAINING PAGE INTENTIONALLY BLANK. DISTRICT SIGNATURES TO FOLLOW]*

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**UNIFIED SCHOOL DISTRICT No. 373:**

Approved by the Board of Education for Unified School District No. 373, this 13th  
day of April, 2026.

  
\_\_\_\_\_  
Ian Long, President

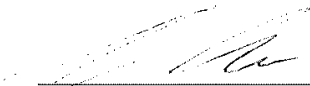
ATTEST:

  
\_\_\_\_\_  
Joni Jantz, Clerk of the Board

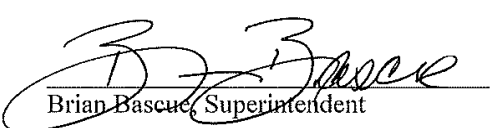
*[REMAINING PAGE INTENTIONALLY BLANK. NRC SIGNATURES TO FOLLOW]*

**NEWTON RECREATION COMMISSION:**

Approved by the governing body of the Newton Recreation Commission this 20 day of March, 2026.

  
\_\_\_\_\_  
Mallorie Coffman, Chair

ATTEST:

  
\_\_\_\_\_  
Brian Bascue, Superintendent

*[REMAINING PAGE INTENTIONALLY BLANK. PBC SIGNATURES TO FOLLOW]*

**PUBLIC BUILDING COMMISSION:**

Approved by the governing body of the City of Newton, Kansas, Public Building Commission this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Tom Adrian, Chair

ATTEST:

\_\_\_\_\_  
Denise R. Duerksen,  
Recording Secretary

BOOK 387  
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FEB 17 2004  
RON THORNBURGH  
SECRETARY OF STATE

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**INTERLOCAL AGREEMENT**  
**(Newton Athletic Facilities Renovation Project)**

**THIS AGREEMENT** is entered into by and between the City of Newton, Kansas (the "City"), Unified School District No. 373 (the "District"), the Newton Recreation Commission (the "NRC") and the City of Newton, Kansas, Public Building Commission (the "PBC"), to be effective upon the date of its approval by the Attorney General of the State of Kansas.

**WHEREAS**, the City, the District and the NRC have informally agreed upon and accepted the basic recommendations of a certain Athletic Fields Task Force for the renovation and improvement, and for the operation, maintenance and future repair and replacement, of various recreational, sports and community facilities in the City of Newton which are utilized by the City, the District and the NRC; and

**WHEREAS**, the City, the District and the NRC have informally agreed that the initial facilities improvement and renovation costs are to be financed by the issuance of revenue bonds by the PBC in an amount not to exceed \$2,732,000 with the funds needed for the bond debt service to be provided by the City, the District and the NRC through agreements with the PBC; and

**WHEREAS**, the City, the District and the NRC have each adopted Resolutions declaring their approval of the Project, their request that the PBC commence the process by which such revenue bonds would be issued, and declaring their intent to enter into agreements to accomplish these purposes; and

**WHEREAS**, in response to such Resolutions, the PBC has adopted a Resolution declaring its intent to issue revenue bonds for the facilities improvement and renovation costs of the Project and has begun the process required by law to issue the revenue bonds; and

**WHEREAS**, the City, the District and the NRC have each informally agreed as to the manner in which the facilities will henceforth be operated, including the funding of the day-to-day maintenance thereof, and including the funding of long-term capital improvements to such facilities; and

**WHEREAS**, the parties now desire to set forth in detail these agreements and to contractually commit themselves, each to the other, to those agreements;

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and commitments hereinafter set forth, and subject to the various contingencies hereinafter set forth, it is agreed by and between the parties as follows:

1. **Authorization of Project.** The parties agree to make or cause and authorize to be made the improvements and renovations as itemized on the attached Exhibit A to various athletic and recreational facilities located in the City of Newton and serving the citizens of the jurisdictions of the City, the District and the NRC (the "Project") in the manner set forth herein.

**EXHIBIT**  
**A**

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2. **Conveyance of facilities to PBC.** The City shall convey to the PBC, subject to any and all deed restrictions and any easements of record, the City's title to the real estate upon which all of the subject facilities are located, and their reasonable environs, although not including the following:

- (a) The open public park and playground areas adjacent to the north of the Fischer Field stadium beyond any portions thereof which are to be improved as part of the Project (although the currently unpaved parking areas adjacent to Fischer Field shall be included);
- (b) The City property in Athletic Park which is outside of the paved roadway which circles Fischer Field and Kelsch Field;
- (c) The playground area on the City property in Washington Park which is south of the ballfield; and
- (d) The internal roadways of Centennial Park and the picnic and playground area on the east end of Centennial Park.

In addition to any dedicated public utility easements, the City shall retain a general easement over, under and across all conveyed property for public utility purposes.

3. **Issuance of Revenue Bonds.** Subject to compliance with authorizing law, the PBC shall issue revenue bonds in an amount not to exceed \$2,732,000 to finance the Project improvement and renovation costs (the "PBC Bonds"). The actual costs of such improvements and renovations to be so financed shall not exceed \$2,200,000 with the balance of the amount of the PBC Bonds to include the costs of issuance, the costs of such architectural services as are reasonably necessary in relation to the Project, and any temporary financing costs.

4. **Payments to PBC.** The funds to pay the debt service for the PBC Bonds, and to pay for the future capital improvements as to the facilities under paragraph 14 of this Agreement shall be provided as follows:

- (a) In each year beginning with the fiscal year beginning January 1, 2005, and for a term of 20 years, the City shall dedicate revenues to the Project equivalent to what is realized from .6 of a mill from the City's taxable assessed valuation in each such year. From such revenues the City shall pay to the PBC, pursuant to a lease of the Project, an amount equal to one-third of such year's debt service requirement on the PBC Bonds; provided, however, that if in any year the City's revenues from .6 of a mill are not adequate to pay one-third of such year's debt service requirements on the PBC Bonds, the City shall pay such additional amount to the PBC as necessary to cover such one-third of the debt service requirements. In addition, the City shall pay to the PBC any amount by which the revenues of .6 of a mill exceed one-third of the debt service requirements for such year for deposit into the PBC Capital Improvements Fund as established under paragraph 14 below. Distribution of such funds to the PBC shall be made at such

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time or times each year as the parties shall determine and as shall be necessary in relation to the structuring of the PBC Bonds and the debt-service requirements in relation thereto.

- (b) Subject to the provisions in subsection (d) below, in each year beginning with the fiscal year beginning July 1, 2004, and for a term of 20 years, the District shall dedicate revenues to the Project equivalent to what is realized from .6 of a mill from the District's taxable assessed valuation for its non-general funds in each such year. From such revenues the District shall pay to the PBC, pursuant to a lease of the Project, an amount equal to one-third of such year's debt service requirement on the PBC Bonds; provided, however, that if in any year the District's revenues from .6 of a mill are not adequate to pay one-third of such year's debt service requirements on the PBC Bonds, the District shall pay such additional amount to the PBC as necessary to cover such one-third of the debt service requirements. In addition, the District shall pay to the PBC any amount by which the revenues of .6 of a mill exceed one-third of the debt service requirements for such year for deposit into the PBC Capital Improvements Fund as established under paragraph 14 below. Distribution of such funds to the PBC shall be made at such time or times each year as the parties shall determine and as shall be necessary in relation to the structuring of the PBC Bonds and the debt-service requirements in relation thereto.
- (c) Subject to the provisions in subsection (d) below, in each year beginning with the fiscal year beginning July 1, 2004, and for a term of 20 years, the NRC shall dedicate revenues to the Project equivalent to what is realized from .6 of a mill from the NRC's taxable assessed valuation in each such year. From such revenues the NRC shall pay to the PBC an amount equal to one-third of such year's debt service requirement on the PBC Bonds; provided, however, that if in any year the NRC's revenues from .6 of a mill are not adequate to pay one-third of such year's debt service requirements on the PBC Bonds, the NRC shall pay such additional amount to the PBC as necessary to cover such one-third of the debt service requirements. In addition, the NRC shall pay to the PBC any amount by which the revenues of .6 of a mill exceed one-third of the debt service requirements for such year for deposit into the PBC Capital Improvements Fund as established under paragraph 14 below. Distribution of such funds to the PBC shall be made at such time or times each year as the parties shall determine and as shall be necessary in relation to the structuring of the PBC Bonds and the debt-service requirements in relation thereto.
- (d) In any year throughout such 20-year term as the District shall have approved and maintained mill levy authority for the NRC of at least 6.25 mills, the NRC shall dedicate the revenue raised by 1.2 mills to the Project and therefrom shall make the District's payments to the PBC on the District's behalf pursuant to subsection (b) above in addition to the NRC's payments to the PBC under subsection (c) above.

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- (e) The City shall guarantee to the PBC the payment of the entire debt service requirements for the PBC Bonds in the event of any default of either or both of the District and the NRC as to their payment obligations above. Such guarantee and any payment by the City thereon shall not serve to relieve either the District or the NRC of their obligations or their liability therefor or of any consequences resulting from any such default.
- (f) The revenue dedications by the City, the District and the NRC under the provisions of subsections (a), (b) and (c) above shall be accomplished through the establishment of an Athletic Facilities Fund by each as part of each parties' mill levy filing with the County Treasurer's office. The payments to be made by each under the terms of this Agreement shall be equal to the revenues distributed by the County Treasurer into each such Fund. If any entity is not legally able to establish such a Fund as part of their mill levy filing, then at the time of each distribution of mill levy revenues by the County Treasurer such entity shall convey to the PBC the same percentage thereof as their mill levy dedication hereunder represents as to such entity's total mills levied for the fiscal year or years for which the distribution is made.

5. **Project Timetable.** The parties declare it to be their intent that the Project improvements and renovations will be conducted according to the following general timetable, subject to adjustment and modification as construction plans and specifications are developed:

- (a) Phase One: beginning after the Kansas Sampler Festival is conducted on May 1 and 2, 2004, the Fischer Field playing surface, lights and bleacher improvements shall be constructed or installed.
- (b) Phase Two: beginning after the 2004 high school football season, the Fischer Field stadium improvements shall be constructed and all improvements and renovations to the facilities in Washington Park, Kelsch Field and Centennial Park shall be constructed or installed.
- (c) Phase Three: beginning after the Kansas Sampler Festival is conducted on May 7 and 8, 2005, the Fischer Field parking lot improvements and entrance landscaping improvements shall be constructed or installed.

6. **Delegation of Project Administrator/Engineer Functions.** In relation to the construction and installation of the Project improvements and renovations, the PBC hereby delegates to the City Engineer, with such assistance from other City staff as may be necessary, the role as the Project Administrator and Engineer, to perform the following functions and to exercise the following discretion and authority:

- (a) To design the various Project improvements and renovations, to prepare the construction plans and specifications, and to provide construction oversight as to those portions of the Project for which architectural services are not retained.

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- (b) To coordinate the design of the various Project improvements and renovations, to coordinate the preparation of construction plans and specifications, to provide design and plan review, and to assist the architect with construction oversight as to those portions of the Project for which architectural services are retained.
- (c) To prepare the engineer's estimate of the costs of the Project improvements and renovations.
- (d) To prepare or cause the preparation of all construction contracts for the Project.
- (e) To provide overall construction administration services.
- (f) To provide overall construction engineering services.
- (g) To obtain historic plan review and approval from appropriate State agencies or officials as to portions of the Project which affect or impact structures or property which are on the State or national historic registries.
- (h) To obtain all other necessary permit approvals associated with the Project.
- (i) To administer all competitive bid-lettings as to the Project, to review all bid documents and determine their adequacy and compliance, and to recommend to the Technical Committee which bidder or bidders should be awarded all or portions of the Project.
- (j) To review and have approval authority as to all contractor pay requests and to transmit the same for payment.
- (k) To negotiate and approve any construction change orders which will not cause the Project costs to exceed the original engineer's estimate and which are not over \$10,000 in amount; provided, however, that any such change orders shall be reported to the Technical Committee.
- (l) To negotiate and recommend to the Technical Committee any construction change orders which will not cause the Project costs to exceed the original engineer's estimate and which are over \$10,000 in amount.
- (m) To determine when the Project or any defined portions thereof have achieved substantial completion and authorize final payment to the contractor or contractors.

7. **Technical Committee.** The City Manager, the District Superintendent and the NRC Superintendent shall comprise a Technical Committee to advise and direct the Project Administrator and Engineer in the course of those delegated responsibilities hereunder. The PBC hereby delegates to the Technical Committee in relation to the Project improvements and

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renovations the following functions and the authority to exercise the following discretion and authority:

- (a) To make an initial selection (subject to the approval of the PBC) of a bond underwriter, bond counsel and an architect or architectural firm for those portions of the Project as to which architectural services are reasonably necessary or advisable; to negotiate contracts for such services; and to submit such selections and negotiated contracts for consideration and final approval by the PBC.
- (b) To review the construction plans and specifications and to prepare recommendations regarding their approval by the City, the District, the NRC and the PBC.
- (c) To receive the report and recommendations of the Project Administrator and Engineer as to all competitive bidding procedures and to award all construction contract or contracts on behalf of the PBC.
- (d) To consider any recommendations of the Project Administrator and Engineer as to any change orders which are in excess of \$10,000 and to approve, modify or disapprove any such change orders; provided, however that the Technical Committee shall report all change orders approved hereunder or under paragraph 6(k) above to the governing bodies of the City, the District, the NRC and the PBC.
- (e) To provide such other advice and assistance as the Project Administrator and Engineer may request from time to time in the exercise of the Project Administrator and Engineer's delegated authority.

8. **Construction Plans and Specifications.** Prior to any competitive bid-letting or to the execution of any construction contracts as to the Project improvements and renovations, the final construction plans and specifications must be reviewed and approved by each of the governing bodies of the City, the District, the NRC and the PBC. The PBC shall adopt and authorize any construction plans and specifications which have been approved by each of the governing bodies of the City, the District and the NRC. In the absence of such an agreement, the PBC shall determine the final construction plans and specification after considering the recommendations of the other governing bodies.

9. **Operations, Upkeep and Maintenance of Facilities.** The NRC shall be responsible for all of the day-to-day operations, upkeep and maintenance of all of the athletic facilities under this Agreement, and shall be responsible for all of the scheduling of the use of those facilities, including the payment of all costs associated therewith from its budget as supplemented for these purposes by the financial contributions thereto of other parties pursuant to paragraph 12 of this Agreement. In scheduling the use of the facilities the NRC shall give preference to the District's varsity athletic events (guaranteeing use of Fischer Field for home varsity football and soccer games as per the approved League schedule) and shall give preference

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to festival and other general community or public events which have been approved by the City. Day-to-day upkeep and maintenance activities shall include (but not be limited to) the following:

- (a) Acquisition and care of all necessary maintenance equipment and maintenance supplies.
- (b) Hiring, training and supervision of all necessary maintenance staff.
- (c) Payment of all utility costs associated with the maintenance and operation of the athletic facilities.
- (d) Maintenance in good condition and repair of all of the grounds and all structures, appurtenances and improvements associated with the athletic facilities, including all playing surfaces, irrigation equipment, fencing, lights, drinking fountains and hydrants, bleachers, backstops, press boxes, scoreboards, flagpoles, restroom and concession facilities, trash receptacles, and including all mowing, weed control, litter control and safety inspections.
- (e) Preparation of facilities for games and other use.

10. **Facility User Fees and Insurance.** The NRC shall be entitled to establish and collect reasonable fees for the use of the facilities, the proceeds of which shall be retained by the NRC; provided, however, that no such fees shall be charged to the City or the District, with the consideration provided by each under the terms of this Agreement comprising payment by each for the right of the use thereof. In relation to the allowance of the use of such facilities by other individuals and organizations for the purpose of conducting festivals or other public events, the NRC shall establish and implement a policy by which any such individuals or organizations may be required to acquire public liability event insurance coverage which also names the City, the District, the NRC and the PBC as additional parties insured.

11. **Insurance.** Insurance coverages in relation to the facilities shall be acquired and maintained throughout the term of this Agreement in the following manner:

- (a) The City shall be responsible for providing hazard insurance coverage on the facilities to the extent of their reasonable replacement value.
- (b) The NRC shall be responsible for providing public liability insurance coverage on all of the facilities with a combined single limit of \$500,000. The City, the District and the PBC shall be named as additional parties insured on such coverage.
- (c) All such policies shall include subrogation provisions as between the City, the District, the NRC and the PBC.
- (d) Each of the parties shall be responsible for any additional insurance coverage each may desire to protect their further interests at their own cost.

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**12. Contributions to NRC Operating Costs.** The City and the District shall each contribute \$15,000 annually to the NRC's budget to be used toward the NRC's costs in performing its responsibilities under this Agreement. These contributions shall be paid to the NRC in quarterly installments with the first such installment being due on or by July 1, 2004, and on or by the first day of each third calendar month thereafter. The NRC shall provide all additional needed funds out of its mill levy and budget. The total amount of the annual fund contributions from the City and the District shall be adjusted annually according to the change over that period in the Consumer Price Index.

**13. Annual Operational Report.** The NRC shall annually, within 90 days of the close of its fiscal year, submit to the City, District and PBC a report summarizing its operational and maintenance activities and expenses, and including a facilities usage report.

**14. Capital Improvements Fund.** The PBC shall establish a Capital Improvements Fund from which costs of necessary future capital improvements to the athletic facilities shall be paid over the term of this Agreement after the construction and installation of the facilities renovations and improvements as financed by the PBC Bonds. No capital improvements shall be paid for out of the Capital Improvements Fund which are not provided for in the Capital Improvements Master Plan developed pursuant to the provisions of paragraph 15 below. The types of capital improvements to be paid from the Capital Improvements Fund shall be the upgrading or replacement of structural facilities as they near or exceed their useful life and function, and shall include (but not be limited to) the following:

- (a) Replacement of the artificial turf at Fischer Field.
- (b) Replacement of lighting systems.
- (c) Structural repairs to and repainting of the Fischer Field stadium and to the various press boxes, scoreboards, restrooms and concession facilities.
- (d) Any major modifications to any structures.
- (e) Overlays of paved parking facilities.
- (f) Landscape plantings and replacement.

**15. Capital Improvements Master Plan.** The NRC shall have principal responsibility for the development and maintenance of a Capital Improvements Master Plan for the future capital improvements to the athletic facilities. An initial Capital Improvements Master Plan shall be prepared and submitted to the governing bodies of the City, the District and the NRC on or by January 1, 2005, who shall then attempt in good faith to reach agreement thereon. The Capital Improvements Master Plan and the recommendations of the City, District and NRC governing bodies shall then be submitted to the PBC for approval. The PBC shall adopt any Capital Improvements Master Plan to which the City, District and NRC governing bodies have agreed and approved. If the Capital Improvements Master Plan does not have the approval of

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each of the City, District and NRC governing bodies, then the PBC shall adopt a Capital Improvements Master Plan as it deems appropriate after considering the various recommendations. An update and modification of the Capital Improvements Master Plan shall be considered annually thereafter following the same process as the development of the original Master Plan.

**16. Delegation of Capital Improvements Implementation.** The City shall have the responsibility for making the repairs, replacements and improvements as designed in the Capital Improvements Master Plan to the extent of available funds in the Capital Improvement Fund. The City shall be under no obligation to make any capital improvements other than those funded by the Capital Improvement Fund. The PBC hereby delegates to the City Engineer, with such assistance from other City staff as may be necessary, the role as the Project Administrator and Engineer for the purpose of performing the work necessary to implement the Capital Improvements Master Plan from time to time and at such times as prescribed therein. The performance of those functions shall be subject to the same provisions set forth in paragraphs 6, 7 and 8 above, including the functions and responsibilities of the Technical Review Committee, and including the process for the approval and adoption of any construction plans and specifications.

**17. Structural Removals, Additions or Alterations.** Except for structural removals, additions or alterations which are included within the scope of the renovations and improvements funded by the PBC Bonds, or which are included within the scope of day-to-day upkeep and maintenance, or which are included within the scope of the adopted Capital Improvements Master Plan, no other structural removals, additions or alterations shall be made by any party to any of the facilities except in the following manner:

- (a) The members of the Technical Committee, by unanimous agreement, may authorize structural removals, additions or alterations which they deem to be either minor in nature or which are necessitated due to some emergency.
- (b) The PBC shall approve and authorize any structural removals, additions or alterations which have the consent of each of the governing bodies of the City, the District and the NRC.
- (c) The PBC shall have the discretion and authority to approve any other structural removals, additions or renovations which do not have the consent of each of the governing bodies of the City, the District and the NRC, but shall not exercise this discretion and authority until after giving due consideration to the recommendations of each of those governing bodies.

**18. Addition to or Substitution of Facilities.** The City, the District and the NRC may, by consent of each of the governing bodies thereof, add and include additional facilities to be included within the scope of this Agreement.

**19. Default.** The right of each of the City, the District and the NRC to make use of any of the facilities under this Agreement shall be contingent upon each such party's full

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compliance with the terms, conditions, requirements and responsibilities under this Agreement. Suspension, loss, forfeiture or surrender of the right of use of the facilities shall not, however, constitute the sole remedy or consequence for such default, and each of the other parties hereto shall, in addition to termination or suspension of such right of use by the defaulting party, be entitled to pursue any other legal or equitable remedies as may be available by law. Any declaration of a party being in default hereunder by any other party must be preceded by the issuance of a written notice specifying the events of default and by the expiration of a 30-day period thereafter during which time the defaulting party shall have the right and opportunity to cure any such events of default.

**20. Performance Disputes.** If the governing body of the City, the District or the NRC has any dispute with the performance of any discretionary functions granted or delegated to any of the either said parties under the terms of this Agreement, and if such dispute cannot be resolved between the parties, the matter shall then be referred to the PBC who shall consider the matter and whose decision in relation thereto shall be binding upon the parties.

**21. Term of Agreement.** This Agreement shall be for a term equivalent to the term of the PBC Bonds issued hereunder. The terms of the PBC Bonds shall not be in excess of twenty (20) years. The term of this Agreement may be extended by the written consent and agreement of the governing bodies of the City, the District and the NRC, with or without the continued participation herein by the PBC following the repayment and redemption of the PBC Bonds. Not later than two years prior to the expiration of this Agreement the City, the District and the NRC shall commence discussions and negotiations regarding the possible extension in some manner or terms of this Agreement.

**22. Option to Purchase Upon Termination.** Upon the termination of this Agreement, and in the absence of a subsequent agreement between the City and the District otherwise providing:

- (a) The District shall have the right and option to purchase from the PBC an undivided one-half interest in and to the Fischer Field facility (all areas within the fencing surrounding the stadium and the football/soccer field), for the sum of One Dollar (\$1.00).
- (b) The City shall have the right and option to purchase from the PBC all of the facilities conveyed by the City to the PBC under the terms of this Agreement for the sum of One Dollar (\$1.00); subject to and reduced by, however, the District's right and option as to an undivided one-half interest in the Fischer Field facility under the provisions of subsection (a) above.
- (c) If the District or the NRC conveys any facilities or property to the PBC during the term of this Agreement, such party shall have the right and option to purchase from the PBC any such facilities or property upon the termination of this Agreement for the sum of One Dollar (\$1.00).

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23. **Overriding Nature of Agreement; Non-Assignability.** The terms and provisions of any leases or agreements subsequently entered into between the PBC with the City, the District or the NRC shall be consistent with the provisions of this Agreement, and the provisions of this Agreement shall supercede and govern in the event of any disparity therein. The rights, duties and obligations of the parties hereto shall not be assignable by any party without the prior written consent of the other parties to this Agreement.

24. **Amendment of Existing Agreements.** The existing agreements between the City and the NRC are hereby amended so as to remove from the property conveyed to the PBC hereunder from their provisions. Such agreements shall otherwise continue to be in full force and effect as to all other properties covered thereby.

25. **Police Powers.** Nothing in this Agreement shall serve to limit or restrict the authority of the City under its police powers to protect the health, safety and welfare of citizens, residents and users of the facilities.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below shown.

Approved by the governing body of the City of Newton, Kansas, this 27th day of January, 2004.

Willis Heck  
Mayor

ATTEST:

[Signature]  
City Clerk

Approved by the Board of Education for Unified School District No. 373, this 20th day of January, 2004.

[Signature]  
President

ATTEST:

[Signature]  
Clerk

667

BOOK 387 PAGE 706

Approved by the governing body of the Newton Recreation Commission this 21st day of January, 2004.

[Signature]  
President

ATTEST:

Susan M. Jones  
Secretary

Approved by the governing body of the City of Newton, Kansas, Public Building Commission this 27th day of January, 2004.

[Signature]  
President

ATTEST:

[Signature]  
Secretary

Approved by the Attorney General of the State of Kansas this 4<sup>th</sup> day of FEBRUARY 2004.

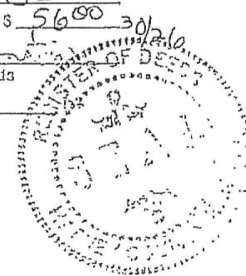
[Signature]  
Asst  
Att Gen  
M. Feilberg

ORIGINAL COPY  
095771

HARVEY COUNTY, STATE OF KANSAS  
This instrument was filed for record on  
the 11 day of Feb AD, 2004  
at 1:30 o'clock P M and duly recorded  
in book 387 of MISC  
on Page 695-707 Fee \$ 56.00

Mansuet A. Wilson  
Register of Deeds

By \_\_\_\_\_



387

707

EXHIBIT A  
To  
INTERLOCAL AGREEMENT  
(ATHLETIC FIELDS RENOVATION PROJECT)

Itemization of improvements and renovations to various athletic and recreational facilities in the City of Newton as per the recommendations of the Athletic Fields Task Force

- (a) At Washington Park:
  - (i) Installation of new fencing around the ball field;
  - (ii) Installation of an irrigation system to water the ball diamond and outfield; and
  - (iii) Renovations to and upgrading of the existing restroom facilities.
- (b) At Centennial Park:
  - (i) Installation of new fencing around each of the existing baseball and softball fields;
  - (ii) Installation of irrigation systems to water the ball diamonds and outfields of the existing baseball and softball fields other than Klein-Scott field;
  - (iii) Expansion of or addition to the existing irrigation system at Klein-Scott field in order to water the outfield thereof;
  - (iv) Installation of new ballfield lights at Klein-Scott field; and
  - (v) Renovations to and upgrading of the existing restroom facilities.
- (c) At Kelsch Field in Athletic Park:
  - (i) Installation of new ballfield lights.
- (d) At Fischer Field in Athletic Park:
  - (i) Renovation of the existing stadium structure, to include new ADA access, new railings, public restrooms facilities, officials dressing facilities, athletic locker room facilities, maintenance storage facilities, a new sound system, addition of new concession stand facilities, renovation of the bandshell structure and lights, and expansion of the bandshell paved area;
  - (ii) Paved entrance plazas on each side of the stadium with new ticket booth facilities and security fencing;
  - (iii) Provisions for a memorial plaza (with any actual memorials to be paid for by donations or otherwise outside of the financing of the subject project);
  - (iv) New signage and a train logo on the playing field surface;
  - (v) New visitor bleachers (app. 1,400 seat capacity);
  - (vi) Additional bleachers on the east side of the stadium (app. 476 seat capacity);
  - (vii) Renovations to and upgrading of the existing restroom and concession facilities southwest of the playing surface;
  - (viii) New synthetic turf playing field large enough to accommodate both football and high school soccer;
  - (ix) New ballfield lights and poles;
  - (x) Paving and lighting of parking areas adjacent to the stadium and ballfield facilities; and
  - (xi) Landscaping at entrances to the stadium and the bandshell area.

THE CITY OF NEWTON  
OFFICE OF THE CITY CLERK  
100 STATE STREET, SUITE 200  
NEWTON, MASSACHUSETTS 02459

BOND 388

624

ADDENDUM TO  
INTERLOCAL AGREEMENT  
(Newton Athletic Facilities Renovation Project)

THIS ADDENDUM to the Interlocal Agreement previously entered into by and between the City of Newton, Kansas (the "City"), Unified School District No. 373 (the "District"), the Newton Recreation Commission (the "NRC") and the City of Newton, Kansas, Public Building Commission (the "PBC"), is as follows:

WHEREAS, through the said Interlocal Agreement the parties have agreed to undertake certain designated renovations and improvements to various recreational, sports and community facilities in the City of Newton; and

WHEREAS, the parties have agreed that to finance the costs of such renovations and improvements the PBC shall issue revenue bonds in an amount not to exceed \$2,732,000; and

WHEREAS, through Section 3 of the Interlocal Agreement it was agreed that the actual costs of such renovations and improvements to be so financed shall not exceed \$2,200,000 with the balance of the amount of the PBC Bonds to include the costs of issuance, the costs of such architectural services as are reasonably necessary in relation to the Project, and any temporary financing costs, it being the assumption of the parties that this would be the extent of the construction costs which could be financed through the financial contributions of the City, the District and the NCR as designated in the Interlocal Agreement; and

WHEREAS, the parties were aware that the estimated costs of the designated renovations and improvements were in excess of \$2,200,000, it being the intent of the parties that the balance of such costs would be paid for through contributions and fund-raising efforts; and

WHEREAS, the parties have subsequently determined that it may be possible for the parties' designated financial contributions to permit the financing of some construction costs in excess of the \$2,200,000 amount previously designated, although with the total of the revenue bonds to be issued to remain within the designated not-to-exceed amount of \$2,732,000; and

WHEREAS, the parties desire to amend the provisions of Section 3 of the Interlocal Agreement to permit the financing of the amount of the construction costs which can be covered by the previously designated financial contributions of the parties;

NOW, THEREFORE, it is agreed by and between the parties that Section 3 of the Interlocal Agreement should be and is hereby amended to read as follows:

3. **Issuance of Revenue Bonds.** Subject to compliance with authorizing law, the PBC shall issue revenue bonds in an amount not to exceed \$2,732,000 to finance the Project improvement and renovation costs (the "PBC Bonds"). The actual costs of such improvements and renovations to be so financed shall be in an amount which, together with the costs of issuance, the costs of such architectural services as are reasonably necessary in relation to the Project, and any temporary financing costs, can be serviced

EXHIBIT  
B

BOOK 388

PAGE 625

through the financial contributions being made by the parties pursuant to Section 4 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below shown.

Approved by the governing body of the City of Newton, Kansas, this 9<sup>th</sup> day of March, 2004.

Willis Heck  
Mayor

ATTEST:

[Signature]  
City Clerk

Approved by the Board of Education for Unified School District No. 373, this 15<sup>th</sup> day of March, 2004.

[Signature]  
President

ATTEST:

[Signature]  
Clerk

Approved by the governing body of the Newton Recreation Commission this 15<sup>th</sup> day of ~~March~~, 2004.  
April

[Signature]  
President

ATTEST:

[Signature]  
Secretary

671

388 626

Approved by the governing body of the City of Newton, Kansas, Public Building Commission this 7<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2004.

[Signature]  
President

ATTEST:

[Signature]  
Secretary

Approved by the Attorney General of the State of Kansas this 15<sup>th</sup> day of April, 2004.

[Signature] by Asst. Atty Gen. M. Farley

ORIGINAL COMPARED WITH RECORD

097130



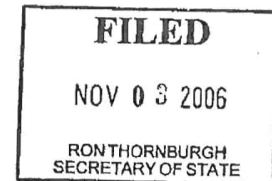
✓ N  
to  
- K

HARVEY COUNTY, STATE OF KANSAS  
This instrument was filed for record on the 19 day of April AD, 2004 at 10:00 o'clock A M and duly recorded in book 388 of (misc) on Page 624-626 Fee \$ 16.00

[Signature]  
Register of Deeds

By \_\_\_\_\_ Deputy

**SECOND ADDENDUM TO  
INTERLOCAL AGREEMENT  
(Newton Athletic Facilities Renovation Project)**



**THIS ADDENDUM** to the Interlocal Agreement previously entered into by and between the City of Newton, Kansas (the "City"), Unified School District No. 373 (the "District"), the Newton Recreation Commission (the "NRC") and the City of Newton, Kansas, Public Building Commission (the "PBC"), is as follows:

**WHEREAS**, through the said Interlocal Agreement the parties agreed to and have undertaken certain designated renovations and improvements to various recreational, sports and community facilities in the City of Newton; and

**WHEREAS**, through Section 12 of the Interlocal Agreement it was agreed that the City and the District would each make annual contributions to the NRC's budget to be used toward the NRC's costs in performing its ongoing maintenance and operational responsibilities under the Interlocal Agreement; and

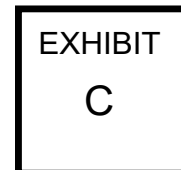
**WHEREAS**, through initial operations of the renovated and improved facilities the parties have now been able to better determine the extent of the actual costs of such maintenance and operational functions in order to that the facilities be properly maintained for the benefit of the citizens of the parties' respective jurisdictions, and in order that those facilities may be fully utilized for the public and community benefit; and

**WHEREAS**, the City and the District have agreed to modify the amount of their annual contributions accordingly;

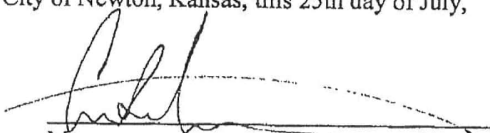
**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. As to the provisions of Section 12 of the Interlocal Agreement, and beginning with the calendar year of 2007, the annual contributions by the City and the District to the NRC operating cost budget for the said recreational, sports and community facilities shall be increased to \$19,000 each.
2. All other provisions of the said Section 12, and all other provisions of the Interlocal Agreement (as previously amended) shall be and remain in full force and effect.
3. This Amendment shall be effective and go into effect at such time as it has been approved and executed by each of the parties identified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below shown.



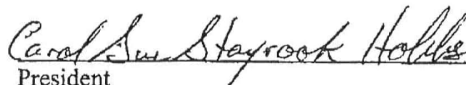
Approved by the governing body of the City of Newton, Kansas, this 25th day of July, 2006.

  
Mayor

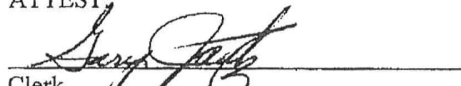
ATTEST:

  
City Clerk

Approved by the Board of Education for Unified School District No. 373, this 7<sup>th</sup> day of August, 2006.

  
President

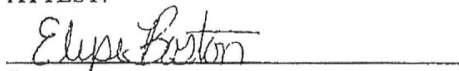
ATTEST:

  
Clerk

Approved by the governing body of the Newton Recreation Commission this 23<sup>rd</sup> day of August, 2006.

  
President

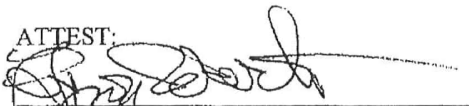
ATTEST:

  
Secretary

Approved by the governing body of the City of Newton, Kansas, Public Building Commission this 8<sup>th</sup> day of Sept., 2006.

  
President

ATTEST:

  
Secretary

674

Approved by the Attorney General of the State of Kansas this 18<sup>th</sup> day of September,  
2006.

Phill Kline, by Asst. Atty-  
Gen  
M. Feighny

THIS DOCUMENT IS UNCLASSIFIED  
DATE 08-14-2013 BY 60322 UCBAW/STP

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675

I hereby certify this to be a true and  
correct copy of the original on file.  
Certified on this date: 11-3-06  
Ron Thornburgh, Secretary of State

**INTERLOCAL AGREEMENT**  
**(Newton Athletic and Recreational Facilities Improvement Projects)**

**THIS AGREEMENT** is entered into by and between the City of Newton, Kansas (the "City"), Unified School District No. 373 (the "District"), the Newton Recreation Commission (the "NRC") and the City of Newton, Kansas, Public Building Commission (the "PBC"), to be effective upon the date of its approval by the Attorney General of the State of Kansas.

**WHEREAS**, the City, the District and the NRC are currently parties to a certain Interlocal Agreement (Newton Athletic Facilities Renovation Project) which was entered into in 2004, and was subsequently amended in 2004, 2006 and 2011, which said Interlocal Agreement and amendments are together hereinafter referred to as the "2004 Interlocal Agreement;" and

**WHEREAS**, by virtue of the 2004 Interlocal Agreement, the parties are each currently annually contributing to the PBC the revenues each such party derives from .8 of a mill of ad valorem taxes, which said revenues are currently being applied, first, to make the debt service payments on certain "PBC Bonds" as described in the 2004 Interlocal Agreement, and with any excess funds being deposited into a certain "PBC Capital Improvement Fund" as described in the 2004 Interlocal Agreement; and

**WHEREAS**, the parties have subsequently established that the first priority as to the use of the PBC Capital Improvement Fund shall be to accumulate funds sufficient to pay for the periodic replacement of the artificial turf at the Fischer Field sports facility as the same nears or exceeds its useful life, and for any additional funds to be used for such other athletic facility capital improvement projects as may be determined through the processes associated with the Capital Improvements Master Plan as set forth in the 2004 Interlocal Agreement; and

**WHEREAS**, the term of the 2004 Interlocal Agreement was established therein as being equivalent to the term of the PBC Bonds, with the term of said PBC Bonds expiring on February 1, 2024; and

**WHEREAS**, Section 21 of the 2004 Interlocal Agreement provides that the term of said Agreement "may be extended by the written consent and agreement of the governing bodies of the City, the District and the NRC, with or without the continued participation herein by the PBC following the repayment and redemption of the PBC Bonds" as set forth in Section 21 of the 2004 Interlocal Agreement; and

**WHEREAS**, through the further provisions of Section 21 of the 2004 Interlocal Agreement the parties committed that not later than two years prior to the expiration of the said Agreement the City, the District and the NRC shall commence discussions and negotiations regarding the possible extension of the term of the said Agreement in such manner as may then be determined; and

**WHEREAS**, the parties have engaged in such discussions and negotiations and, as a result thereof, are desirous of extending the term of the 2004 Interlocal Agreement in the manner and under the terms and conditions as set forth below;

EXHIBIT E
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**NOW, THEREFORE**, in consideration of the mutual promises, agreements and commitments hereinafter set forth, and subject to the various contingencies hereinafter set forth, it is agreed by and between the parties as follows:

**1. Extension of Term of 2004 Interlocal Agreement.** The term of the 2004 Interlocal Agreement is hereby extended for an additional twenty (20) years from its currently scheduled termination date, said extension being to February 1, 2044, subject to such changes and additions to the provisions thereof as are set forth herein and as may be hereafter developed and agreed.

**2. Continuation of Commitments Related to Outstanding PBC Bonds.** Each of the commitments of the parties contained in the 2004 Interlocal Agreement related to the issuance, maintenance and payment of the PBC Bonds issued thereunder for the payment of the various athletic facility improvements originally undertaken thereunder shall remain fully in effect until such time as the PBC Bonds are paid in full.

**3. Priorities and Future Projects.**

(a) The parties hereby agree that the first priority as to use of the dedicated mill levy revenues shall continue to be the payment of the debt service on the PBC Bonds, and on any additional bonded indebtedness which may hereafter be undertaken by the PBC with the consent of the City, the District and the NRC, to finance any future athletic and recreational facilities improvements undertaken hereunder, with any excess revenues continuing to be deposited into the PBC Capital Improvement Fund.

(b) The parties further agree that the first priority as to the use of the PBC Capital Improvement Fund shall continue to be to accumulate funds sufficient to pay for the periodic replacement of the artificial turf at the Fischer Field sports facility as the same nears or exceeds its useful life, with any additional funds to be used for such other athletic and recreational facility capital improvement projects as may be determined through the processes associated with the Capital Improvements Master Plan.

(c) At the time of the execution of this Interlocal Agreement, discussions are underway between the parties for possible improvements to the Newton municipal swimming pool in Athletic Park, and for possible additions and improvements to the ballfields in Centennial Park, with it being contemplated that such improvements may be paid for from the dedicated mill levy revenues under the 2004 Interlocal Agreement, as extended and amended hereby, and as the same may be hereafter amended. In relation thereto, the City, the District and the NRC each hereby express to each of the other said parties their good faith (although non-binding) willingness to consider undertaking such projects, and their good faith (although non-binding) willingness, in relation thereto, to consider an increase in their dedicated mill levy contributions from .8 mills to 1.0 mills at some time in the future in relation to the approval of such projects. Any binding commitments as to such matters shall be dependent upon the parties coming to a future agreement on the terms and specifications for such projects. However, this expression of good faith interest and willingness is given so that those of the parties charged with the

development of plans, specifications and financing details for such projects may with some confidence proceed with the considerable dedication of the time, resources and expense to develop those plans, specifications and financing details.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the dates below shown.

Approved by the governing body of the City of Newton, Kansas, this 28 day of August, 2018.

Kathy Valentis  
Mayor

ATTEST:

Heidi R. Querkse  
City Clerk

Approved by the Board of Education for Unified School District No. 373, this 10th day of September, 2018.

[Signature]  
President  
Matt Treaster

ATTEST:

Joni Jantz  
Clerk  
Joni Jantz

Approved by the governing body of the Newton Recreation Commission this 31<sup>st</sup> day of August, 2018.

[Signature]  
President

ATTEST:

Willis Heck  
Secretary

679

Approved by the governing body of the City of Newton, Kansas, Public Building Commission this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Approved by the Attorney General of the State of Kansas this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_



Raquel R Langley-Register of Deeds  
Harvey County, Kansas

Book: Z473 Page: 651

Receipt #: 151765

Pages Recorded: 31

Cashier Initials: RaquelL

Recording Fee: \$531.00

651

Date Recorded: 4/5/2021 10:25:00 AM

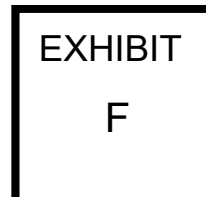
RECORDED AT FILERS REQUEST

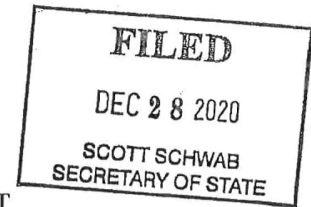
Cover Page – Do not remove

Grantor: City of Newton, Kansas; et al

Grantee: City of Newton, et al

Return Address: City of Newton  
PO BOX 42A  
Newton KS 67114





**THIRD ADDENDUM TO INTERLOCAL AGREEMENT  
(Newton Athletic and Recreational Facilities Improvement Projects)**

**THIS AGREEMENT** is entered into by and between the City of Newton, Kansas (the "City"), Unified School District No. 373 (the "District"), the Newton Recreation Commission (the "NRC") and the City of Newton, Kansas, Public Building Commission (the "PBC"), to be effective upon the date of its approval by the Attorney General of the State of Kansas.

**WHEREAS**, the City, the District, the PBC and the NRC are currently parties to a certain Interlocal Agreement (Newton Athletic Facilities Renovation Project) which was entered into in 2004 ("EXHIBIT 1"), and was subsequently amended in 2004 ("EXHIBIT 2") and 2006 ("EXHIBIT 3") which said Interlocal Agreement and amendments are together hereinafter referred to as the "2004 Interlocal Agreement;"

**WHEREAS**, by virtue of the 2004 Interlocal Agreement, the Parties are each currently annually contributing to the PBC the revenues each such party derives from .8 of a mill of ad valorem taxes, which said revenues are currently being applied, first, to make the debt service payments on certain "PBC Bonds" as described in the 2004 Interlocal Agreement, and with any excess funds being deposited into a certain "PBC Capital Improvement Fund" as described in the 2004 Interlocal Agreement;

**WHEREAS**, the Parties have subsequently established that the first priority as to the use of the PBC Capital Improvement Fund shall be to accumulate funds sufficient to pay for the periodic replacement of the artificial turf at the Fischer Field sports facility as the same nears or exceeds its useful life, and for any additional funds to be used for such other athletic facility capital improvement projects as may be determined through the processes associated with the Capital Improvements Master Plan as set forth in the 2004 Interlocal Agreement;

**WHEREAS**, the term of the 2004 Interlocal Agreement was established therein as being equivalent to the term of the PBC Bonds, with the term of said PBC Bonds expiring on February 1, 2024;

**WHEREAS**, Section 21 of the 2004 Interlocal Agreement provides that the term of said Agreement "may be extended by the written consent and agreement of the governing bodies of the City, the District and the NRC, with or without the continued participation herein by the PBC following the repayment and redemption of the PBC Bonds;"

**WHEREAS**, through the further provisions of Section 21 of the 2004 Interlocal Agreement the Parties committed that not later than two years prior to the expiration of the said Agreement the City, the District and the NRC shall commence discussions and negotiations regarding the possible extension of the term of the said Agreement in such manner as may then be determined;

**WHEREAS**, the Parties have engaged in such discussions and negotiations and, as a result thereof, are desirous of extending the term of the 2004 Interlocal Agreement in the manner and under the terms and conditions as set forth below;

**WHEREAS**, in 2018 the District, NRC and PBC each approved a draft Interlocal Agreement (the "2018 Agreement") ("EXHIBIT 4") expressing their good-faith intention to move forward with certain projects and a good-faith intention to provide an increased mill levy dedication; and

**WHEREAS**, although the 2018 Agreement was not approved by the PBC or the Attorney General to provide a binding effect, the Parties desire to move forward upon their good-faith intentions to facilitate the completion of certain improvements as contemplated herein.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and commitments hereinafter set forth, and subject to the various contingencies hereinafter set forth, it is agreed by and between the Parties as follows:

**1. Extension of Term of 2004 Interlocal Agreement.** The term of the 2004 Interlocal Agreement is hereby extended for an additional twenty (20) years from its currently scheduled termination date, said extension being to February 1, 2044, subject to such changes and additions to the provisions thereof as are set forth herein and as may be hereafter developed and agreed.

**2. Continuation of Commitments Related to Outstanding PBC Bonds.** Each of the commitments of the Parties contained in the 2004 Interlocal Agreement related to the issuance, maintenance and payment of the PBC Bonds issued thereunder for the payment of the various athletic facility improvements originally undertaken shall remain fully in effect until such time as the PBC Bonds are paid in full.

**3. Priorities and Future Projects.**

(a) The Parties hereby agree that the first priority as to use of the dedicated mill levy revenues shall continue to be the payment of the debt service on the PBC Bonds, and on any additional bonded indebtedness which may hereafter be undertaken by the PBC with the consent of the City, the District and the NRC, to finance any future athletic and recreational facilities improvements undertaken hereunder, with any excess revenues continuing to be deposited into the PBC Capital Improvement Fund.

(b) The Parties further agree that the first priority as to the use of the PBC Capital Improvement Fund shall continue to be to accumulate funds sufficient to pay for the periodic replacement of the artificial turf at the Fischer Field sports facility as the same nears or exceeds its useful life, with any additional funds to be used for such other athletic and recreational facility capital improvement projects as may be determined through the processes associated with the Capital Improvements Master Plan.

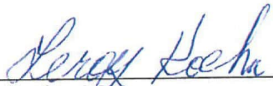
(c) Prior to entering into this Interlocal Agreement, the Parties have conducted discussions surrounding certain improvements to the Newton municipal swimming pool in Athletic Park, and for the expansion of and improvements to the ballfields in Centennial Park, with it being contemplated that such improvements may be paid for from the dedicated mill levy

revenues under the 2004 Interlocal Agreement, as extended and amended hereby, and as the same may be hereafter amended. In relation thereto, the City, the District and the NRC each hereby express their willingness to undertake such projects, and to increase their dedicated mill levy contributions from .8 mills to 1.0 mills, commencing with the fiscal year beginning July 1, 2021, and continuing throughout the term of this Agreement. Notwithstanding, the City has already committed to this increased mill levy dedication as of the 2020 budget year without obligation in support of these projects.


**4. Annual Budget and Appropriations.** By virtue of the provisions of the Kansas Budget Law (K.S.A. 79-2935) and the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), the obligation and liability of the District, the NRC and City as to each of the financial commitments contained within this Agreement, including the obligation to contribute funding in the years subsequent to each Agency's current budget year, shall be subject to their governing body taking action to include such obligations in each of those subsequent budget years and to appropriate the funds to pay such obligations.

**IN WITNESS WHEREOF**, the Parties have executed this Interlocal Agreement on the dates below shown.

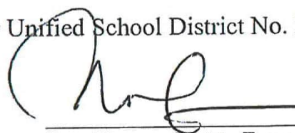
Approved by the governing body of the City of Newton, Kansas, this 13<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
Leroy Koehn, Mayor

ATTEST:

  
\_\_\_\_\_  
Denise R. Duerksen, City Clerk

Approved by the Board of Education for Unified School District No. 373, this 26<sup>th</sup> day of October 2020.

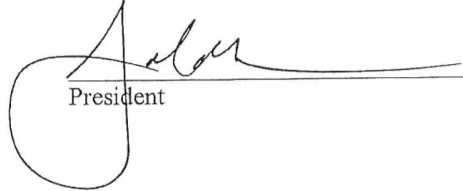
  
\_\_\_\_\_  
President Matt Treaster

ATTEST:

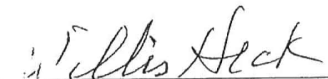
  
\_\_\_\_\_  
Clerk Joni Vantz

655

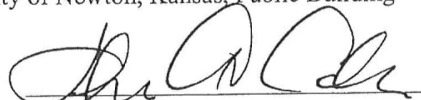
Approved by the governing body of the Newton Recreation Commission this 8<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
President

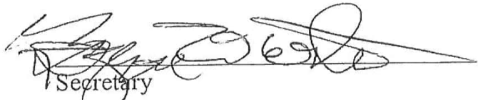
ATTEST:

  
\_\_\_\_\_  
Secretary


Approved by the governing body of the City of Newton, Kansas, Public Building Commission this 14<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

Approved by the Attorney General of the State of Kansas this 8<sup>th</sup> day of December 2020.

  
\_\_\_\_\_  
Richard D. Smith, AAG