Agenda: Newton City Council

City Council Meeting	**Council Chambers, 101 W 4^{th} St S. or via Zoom (https://us02web.zoom.us/j/83564044015), Join zoom via phone: (call 312-626-6799 & enter ID # 83564044015), Mediacom Channels: 12/85/121.12, Website Streaming: Newtongov.org / I want to "view" Livestream of City Council Meetings**.
May 17, 2021 6:00 p.m. **Newton, Iowa 50208**	

You can participate in the meeting or you can comment on an agenda item by joining the Zoom meeting and raising your hand to be recognized (must remain on mute until recognized/via phone dial *9 (star 9), this will notify City staff that you have "raised your hand" for public comment), submitting via email to cityofnewton@newtongov.org before 5:00 PM the day of the meeting or, during the meeting, you can call 641-792-2787, extension 2007.

Pledge		Pledge of Allegiance
Call to Order	1.	Roll Call
Presentation	2.	JEDCO Update – Jeff Davidson, Executive Director
Citizen Participation	3.	This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City polices or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda.
Consent Agenda	4.	May 3, 2021 Regular City Council Meeting Minutes
	5.	May 11, 2021 Special City Council Meeting Minutes
	6.	Approve Liquor Licenses for the following: Git-n-Go #14, Renewal, BC0023153, 801 1st Ave W, Class C Beer Permit, Sunday Sales; Gezellig Brewing Co., Renewal, BB0038303, 403 W 4th St N, Building 17, Class C Beer Permit, Sunday Sales, Outdoor Sales; Cobblestone, Renwal, BW0094189, 4222 S 22nd Ave E, Special Class C Liquor License, Class B Wine Permit, Sunday Sales; Casey's #2417, Renewal, LE0002740, 1200 W 18th St S, Class E Liquor License, Class C Beer Permit, Class B Native Wine Permit, Sunday Sales; Casey's #1911, Renewal, LE0003308, 1018 1st Ave E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales; Walgreens, Renewal, LE0002171, 1204 1st Ave E, Class C Beer Permit, Class B Wine Permit, Sunday Sales.

7. Resolution adopting 2021 S14 Supplement To The "Code Of Ordinances of The City of Newton, Iowa, 2016", and approving distribution of the same to code subscribers. (No Council Report)

8. Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2021-2022. (Council Report 21-128)

9. Resolution awarding contract for the City of Newton 2021 Fence Repairs Project. (Council Report 21-129)

10. Resolution approving the purchase of equipment for the Community Services Department. (Council Report 21-130)

11. Resolution Approving a Contract for Professional Community and Economic Development Services with the Newton Development Corporation for Fiscal Year 2021-22. (Council Report 21-131)

12. Resolution authorizing purchase of pre-season salt for snow and ice control. (Council Report 21-132)

13. Resolution authorizing a 3-year agreement with Forte Payment Services to provide credit-debit card services for the Newton Sanitary Landfill. (Council Report 21-133)

14. Resolution authorizing the City of Newton to enter into an Ambulance Restocking Agreement for storage and restocking of patient administered medications. (Council Report 21-134)

15. Approve Bills

Public Hearing

16. Public Hearing on a Resolution Approving the Second Budget Amendment for Fiscal Year 20-21. (Council Report 21-135)

    - At the May 3, 2021 Council meeting, Council designated May 17, 2021 as the public hearing date to consider the second budget amendment for fiscal year 2021. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to May 31st each year to accommodate this requirement.
    - The proposed budget amendment adjusts the current year revenues and expenditures to reflect changes that have occurred since the first amendment approved in November of 2020. The second amendment includes increased Public Safety Vehicle repairs & insurance costs, the August 10, 2020 Derecho storm expenses, the 2019 Airport Expansion Project, Debt Service Bonding expenses, and an increased transfer from the Landfill to the Landfill Post Closure fund to fully fund the Closure account. The amendments do not impact the current property tax levy.

17. Resolution Approving the Second Budget Amendment for Fiscal Year 20-21. (Council Report 21-135)

18. Public Hearing approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Taxiway Relocation Project, and awarding a contract for said project

contingent upon the receipt of said funding assistance grant. (Council Report 21-136)

- The taxiway relocation project at the Newton Airport was identified in the Airport Improvement Plan as a project needing to be completed; as the old, deteriorating taxiway at the north end of the airfield does not meet current FAA geometry requirements.
- Construction plans and specifications for the Newton Airport Taxiway Relocation Project were prepared by Clappsaddle-Garber Associates (CGA), and bids were received on May 11, 2021.
- Staff recommends that the City award a contract to Con-Struct, Inc. of Marshalltown, Iowa for the base bid plus Alt. No. 2, contingent upon the receipt and approval of a Federal Aviation Administration funding assistance grant for said project.

19. Resolution approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Taxiway Relocation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant. (Council Report 21-136)

Ordinances

20. First consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VIII, Chapter 72, Section 99, “Penalty”, to clarify language regarding parking fees. (Council Report 21-137)

- The City Council has adopted parking penalty fees via resolution. The proposed ordinance would remove an obsolete reference in the City Code to parking penalties being adopted by ordinance.
- Staff asks that Council waive the 2nd and 3rd readings of the ordinance since the action has no effect on the substance of the ordinance.

Staff Report

21. Summer Reading Program - Rebecca Klein, Public Services Librarian and Phyllis Peter, Youth Services Librarian

Mayor/Council Comments

22.

Adjourn

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

SPECIAL CITY COUNCIL MEETING MINUTES
MAY 11, 2021, 12:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Mullan. Absent: Trotter.

Moved by Stonner, seconded by Mullan to approve liquor license for the following: Hy-Vee, Inc., 5-day, Special Event, license number TBD, pending Director Approval, Class C liquor license, Wedding reception on 5-15-21, 600 N 2nd Ave W, DMACC. AYES: Five. NAYS: None. Motion carried.

Moved by Hallam, seconded by George to adjourn the meeting at 12:01 P.M. Motion unanimously carried by voice vote.

____
Michael L. Hansen, Mayor

____
Katrina Davis, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
MAY 03, 2021, 6:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Trotter, Mullan. Absent: Ervin.

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

Mayor Hansen proclaimed Building Safety Month — May, 2021; Historic Preservation Month — May, 2021; National Public Works Week — May 16 – 23, 2021; Emergency Medical Services (EMS) Week — May 16 – 22, 2021**;** National Police Week (May 9 – 15, 2021); and National Peace Officer Memorial Day (May 15, 2021).

Tom Messinger, Superintendent, Newton Community School District provided council with a comprehensive update.

During citizen participation John Longdin, 917 E 8th St S asked that the council consider meeting with the drivers prior to making a decision regarding tractor parking on residential properties. Fred Rhodes, 1099 S 52nd Ave E, spoke regarding the rental inspection program and the current cost of inflated building materials. He asked that the council delay implementation of the program to allow the economy to heal and for prices to return to normal levels in order to avoid passing on the costs to his renters.

Moved by Trotter, seconded by Mullan to approve consent agenda items 9-19.

9. April 19, 2021 Regular City Council Meeting Minutes
10. Designate May 17, 2021 as a public hearing for the 2nd Budget Amendment for Fiscal year 2020-21
11. Resolution Approving a Property Tax Rebate for the Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area. Resolution 2021-114 adopted.
12. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-03). Resolution 2021-115 adopted.
13. Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest activities. Resolution 2021-116 adopted.
14. Resolution accepting completion of the Iowa Speedway Drive Restoration Project (400-1400 Blocks). Resolution 2021-117 adopted.
15. Resolution awarding contract for 2021 Parks Mowing Contract No. 2. Resolution 2021-118 adopted.
16. Resolution awarding contract for 2021 Parks Mowing Contract No. 3. Resolution 2021-119 adopted.
17. Resolution approving the purchase of three (3) ¾-ton pickups and one (1) small SUV for the Public Works, Community Services, and Community Development Departments. Resolution 2021-120 adopted.
18. Resolution approving the purchase of a replacement tarp deployment system for the Newton Sanitary Landfill. (Resolution 2021-121 adopted.
19. Approve Bills

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

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution accepting purchase and redevelopment proposal for property at 920 and 922 East 9th Street North in Newton. There were no written comments. Moved by Trotter, seconded by George, to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed. Moved by Mullan, seconded by Stonner to adopt a Resolution. AYES: Five. NAYS: None. Resolution 2021-122 adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution accepting purchase and redevelopment proposal for property at 520 North 3rd Avenue East in Newton. There were no written comments. Moved by Mullan, seconded by Trotter, to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed. Moved by Stonner, seconded by Hallam to adopt a Resolution. AYES: Five. NAYS: None. Resolution 2021-123 adopted.

Moved by George, seconded by Trotter to approve the Third consideration of the Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial. AYES: Five. NAYS: None. Third consideration was approved. Moved by Stonner, seconded by Mullan to adopt the above ordinance. AYES: Five. NAYS: None. Ordinance 2395 adopted.

Moved by George, seconded by Mullan to approve the Third consideration of the Ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa. AYES: Five. NAYS: None. Third Consideration was approved. Moved by Mullan, seconded by Stonner to adopt the above ordinance. AYES: Five. NAYS: None. Ordinance 2396 adopted.

Moved by Trotter, seconded by Stonner to adopt a Resolution approving the granting of Downtown Improvement Grant Funds for 109 1st Avenue West. AYES: Five. NAYS: None. Resolution 2021-124 adopted.

During staff reports, Brian Laube, Community Services Director & Chadd Kahlsdorff, Bolton & Menk presented on the role of the City Engineer and shared the status on many of the projects that have been completed and ones to come.

Craig Armstrong, Community Development Specialist, presented on the rural housing readiness.

Councilmen Ervin jointed the meeting at 7:52 p.m.

Council discussion ensued regarding the Chapter 94 Nuisance Ordinance. There was consensus regarding referring the issue to the Boards and Commissions to review options.

Erin Chambers updated council on the status of the Mobile Food Vendor Policy. The recommendation from the Planning and Zoning board is to delay implementation until 01/01/2022. Council agreed.

During Mayor/Council comments Mullan requested a report on recycling in order to educate citizens.

Moved by Trotter, seconded by Hallam to adjourn the meeting at 8:27 P.M. Motion unanimously carried by voice vote.

____
Michael L. Hansen, Mayor

____
Katrina Davis, City Clerk

RESOLUTION NO. 2021-______

RESOLUTION ADOPTING 2021 S14 SUPPLEMENT TO THE "CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2016", AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS

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

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

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

WHEREAS, the 2021 S14 Supplement has been prepared and published online for 2016 CITY CODE subscribers; and

WHEREAS, pursuant to the provisions of §380.8, Code of Iowa (2021), ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as supplements to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2021 S14 Supplement bearing the notation "2021 S14", to be substituted for pre-existing pages of the 2016 CITY CODE, is hereby approved and adopted as part of the 2016 CITY CODE:

Ordinance No.	Code Title	New Pages
	Table of Contents	1-2
2386	Title V Public Works-Stormwater Utility	1-2; 71-82
2388, 2391, 2392, 2393, 2394	Title VII Traffic Code	11-14B; 31-32
2387	Title IX General Regulations	41-42; 55-56
2391	Title XIII General Offenses	3-6
2387, 2389, 2390	Title XV Land Usage	1-6; 11-18; 35-36B
	Table of Special Ordinances	7-8
	Parallel References	7-10; 19-20; 39-44
	Index	6A-8; 10A-12; 31-32; 35-38; 45-46; 49-50

PASSED this _______ day of May, 2021

APPROVED this _______ day of May, 2021

(SEAL)

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina A. Davis CMC, City Clerk

City of Newton Council Report

Item: **Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2021-2022**

Summary: This Resolution formally allocates the Local Option tax revenues per the adopted 2021-22 budget.

Financial Impact:
Appropriates approximately $1,850,000 per the adopted 2021-22 budget

Report Number: 21-128
Date: May 17, 2021

Lead Department:
Administration

Recommendation:
Approval

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

The City has satisfied the property tax relief requirement by transferring 35% of the sales tax revenues directly to the City's Employee Benefits fund. For the 2021-22 fiscal year, $647,500 of the budgeted $1,850,000 in local option sales tax has been applied to the employee benefits fund. This "buys down" the City's tax levy by over $1.36 per $1,000 of taxable valuation.

In addition to property tax relief, when the Local Option Sales and Service Tax was originally passed, it was made clear that an acceptable use of those funds would be to assist local community organizations. Through its budgeting process for the 2021-22 fiscal year, the City Council received requests from several community agencies for funding. The following amounts were approved in the adopted budget:

Heart of Iowa Regional Transit Agency	$ 34,232
Newton YMCA	$ 20,000
Retired Senior Volunteer Program	$ 15,000
United Way of Jasper County	$ 17,500

The remainder of the Local Option Sales and Services Tax revenues would go to the City's General Fund. In order to satisfy the requirements of the City's auditors, these funds are to be specified for a particular use, not just remain as general revenues. To that end, the City's adopted 2021-22 budget splits these funds between salaries for the Police, Fire, and Parks departments.

The attached Resolution officially appropriates the Local Option Sales and Service Tax funding for the 2021-2022 fiscal year.

Recommendation:

Staff recommends approval of the attached Resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _______

RESOLUTION APPROVING ALLOCATION OF LOCAL OPTION SALES AND SERVICE TAXES FOR FISCAL YEAR 2021-22

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

WHEREAS, the City Council has budgeted for fiscal year 2021-22 certain allocations of anticipated Local Option Sales and Service Tax revenues; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Local Option Sales and Service Taxes be allocated as follows and paid in half-year installments during fiscal year 2021-22:

Entity	Allocation
City of Newton Employee Benefits Fund	35% of all Local Option Tax revenues
Heart of Iowa Regional Transit Agency	$ 34,232
Newton YMCA	$ 20,000
Retired Senior Volunteer Program	$ 15,000
United Way of Jasper County	$ 17,500
City of Newton General Fund towards Salaries of Police, Fire, and Parks employees	Remainder of all Local Option Sales and Service Tax revenues after above distributions

; and

BE IT FURTHER RESOLVED the above allocation shall remain in effect for City of Newton's fiscal year 2021-22 unless subsequently modified by City Council.

PASSED this 17th day of May, 2021

APPROVED this _________ day of May, 2021

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

Item:
Resolution awarding contract for the City of Newton 2021 Fence Repairs Project

Report Number: 21-129

Date:
May 17, 2021

Summary:
Award contract to repair fences in 4 City of Newton properties

Lead Department:
Community Services

Recommendation:
Approve

Financial Impact:
$8,300.00 to be paid using insurance payments.

Background:
On August 10, 2020 the derecho storm caused substantial damage to numerous parks and facilities owned by the City. Fence damage included broken and bent top rails, posts, and fabric.

The following quotes were received on April 27, 2021:

Rick Lyman – Newton, IA	$8,300.00
Century Fence Co. – Pewaukee, WI	$12,311.00

Since the lowest bid was above the initial estimate from the ICAP adjustor, the adjuster has since reviewed the scope of work and ICAP has approved the fence repairs totaling $8,300.00.

The apparent low bidder is Rick Lyman of Newton, Iowa. The project completion date is September 30, 2021. Project costs are to be paid by insurance payments.

Recommendation:
City Staff recommends that Council award the project to Rick Lyman of Newton, Iowa in the amount of $8,300.00.

Matt Muckler
City Administrator

RESOLUTION 2021- ______

RESOLUTION AWARDING CONTRACT
FOR THE CITY OF NEWTON 2021
FENCE REPAIRS PROJECT

WHEREAS, the Derecho Storm on Monday, August 10, 2020 damaged chain link fences by falling trees, branches and debris in multiple City of Newton properties; and

WHEREAS, the damage included bent and broken top rails, line posts, corner posts, and fence fabric; and

WHEREAS, because City staff is unable to complete these repairs in-house, the repairs were identified and quotes for the repairs were requested; and

WHEREAS, quotes were received and opened on April 27, 2021**;**

WHEREAS, City staff recommends that the City of Newton award a contract to Rick Lyman of Newton, Iowa for the City of Newton 2021 Fence Repairs Project based on the low responsive, responsible bid received in the amount of $8,300.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid in the amount of Eight Thousand, Three Hundred Dollars and Zero Cents ($8,300.00) for the City of Newton 2021 Fence Repairs Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Rick Lyman of Newton, Iowa for the City of Newton 2021 Fence Repairs Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _______ day of May 2021.

APPROVED this _______ day of May 2021.

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving the purchase of equipment for the Community Services Department.

Summary: Purchasing a Parks tractor, Parks 6-foot mower, Parks 6-foot zero-turn mower, and a Cemetery 48-inch zero-turn mower for maintenance in the Community Services Department.

Financial Impact: $53,468.18 paid from 2021 General Fund Bonds; and $22,092.48 paid from the FY-22 General Fund Budget.

Report Number: 21-130

Date: May 17, 2021

Lead Department:
Community Services

Recommendation:
Approve

Background:
The Community Services Department is charged with the maintenance of athletic fields, parks, cemeteries, golf course, and various city owned properties. Numerous mowers and tractors are required to successfully complete these tasks.

The purchase of these four pieces of equipment was analyzed during the planning process of the recently-approved Capital Improvement Plan (CIP). This purchase of this equipment will allow staff to replace current equipment that has reached the end of its useful life.

Staff utilized state bid pricing for all four pieces of equipment.

Equipment	Company	State Bid Price
Parks Tractor (JD 5052R)	Van-Wall Equipment - Madrid, Iowa	$30,640.86
Parks 72" Mower (JD 1550)	Van Wall Equipment - Madrid, Iowa	$22,827.32
	Total of Equipment (2021 General Fund Bonds)	$53,468.18

($70,000 in General Fund Bonds was included in FY-22 of the CIP for the purchase of the above two pieces of equipment.)

Equipment	Company	State Bid Price
Parks 72" Zero-turn (Toro 72274)	Farver True Value - Newton	$14,759.00
Cemetery 48" Mower (JD Z915E)	Van Wall Equip. - Madrid, Iowa	$7,333.48
	Total of Equipment (FY-22 General Fund Budget)	$22,092.48

($23,000 from the General Fund Budget was included in FY-22 of the CIP for the purchase of the above two pieces of equipment.)

With approval of this resolution, the four pieces of equipment will be ordered with payments to be made after July 1, 2021.

Recommendations:
City Staff recommends authorizing the Community Services Director to purchase these four pieces of equipment for the state bid amounts listed above utilizing $53,468.18 from 2021 General Fund Bonds and $22,092.48 from the FY-22 General Fund Budget.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-______

RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FOR THE COMMUNITY SERVICES DEPARTMENT

WHEREAS, the Community Services Department is charged with the maintenance of athletic fields, parks, cemeteries, golf course, and various city owned properties; and

WHEREAS, numerous mowers and tractors are required to successfully complete these tasks; and

WHEREAS, the purchase of the four pieces of equipment noted below was analyzed during the planning process of the recently-approved Capital Improvement Plan (CIP); and

WHEREAS, this purchase of this equipment will allow staff to replace current equipment that has reached the end of its useful life; and

WHEREAS, Staff, utilizing state bid pricing for all four pieces of equipment, proposes the purchase of the following equipment:

Equipment	Company	State Bid Price
Parks Tractor (JD 5052R)	Van-Wall Equipment - Madrid, Iowa	$30,640.86
Parks 72" Mower (JD 1550)	Van Wall Equipment - Madrid, Iowa	$22,827.32
	Total of Equipment (2021 General Fund Bonds)	$53,468.18

Equipment	Company	State Bid Price
Parks 72" Zero-turn (Toro 72274)	Farver True Value – Newton	$14,759.00
Cemetery 48" Mower (JD Z915E)	Van Wall Equip. - Madrid, Iowa	$7,333.48
	Total of Equipment (FY-22 General Fund Budget)	$22,092.48

; and

WHEREAS, $70,000 in General Fund Bonds was included in FY-22 of the CIP for the purchase of the first two pieces of equipment noted above; and

WHEREAS, $23,000 from the General Fund Budget was included in FY-22 of the CIP for the purchase of the last two pieces of equipment noted above; and

WHEREAS, with approval of this resolution, the four pieces of equipment will be ordered with payments to be made after July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to purchase the Parks Tractor (JD 5052R) and the Parks 72" Mower (JD 1550) from Van Wall Equipment of Madrid, Iowa for the state bid price totaling $53,468.18 utilizing 2021 General Fund Bonds.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to purchase the Parks 72" Zero-turn (Toro 72274) from Farver True Value of Newton, and the Cemetery 48" Mower (JD Z915E) from Van Wall Equip. of Madrid, Iowa for the state bid price totaling $22,092.48 utilizing the FY-22 General Fund Budget.

PASSED this _____ day of May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Approving a Contract for Professional Community and Economic Development Services with the Newton Development Corporation for Fiscal Year 2021-22

Summary: Per City Code, outside agencies that receive Hotel/Motel Tax are to be under contract with the City. This action would approve a contract with the Newton Development Corporation for assistance with economic development activities.

Financial Impact:
The approved 2021-22 budget contains a $76,000 allocation to the Newton Development Corporation.

Report Number: 21-131

Date: May 17, 2021

Lead Department:
Community Development

Recommendation:
Approval

Background:

A Hotel/Motel Tax is charged to all lodging stays in Newton at a rate of 7%. The City has traditionally utilized the tax to fund local organizations and support City operations and projects. The Newton City Code contains language in Section 35.26.E.1 stating: **". . . Any outside agency receiving hotel/motel tax revenue shall contract with the City and specify in the contract the services to be provided by the outside agency to the City."**

The approved City budget for Fiscal Year 2021-22 contains a $76,000 allocation to the Newton Development Corporation (NDC), a portion of which is slated to come from the Hotel/Motel Tax. In order to meet the City Code requirements, a contract has been drafted to spell out the scope of services that NDC will provide to the City. It is substantially the same as the contract that was in place for the 2020-21 fiscal year and also the fiscal years before that.

The proposed contract scope has flexibility built into it, since the economic development activities that NDC does are variable and dependent on outside factors. The contract delineates expected activities regarding industrial growth, responsiveness to prospects, and proactive strategies for boosting the local economy. The NDC has been a valuable partner in Newton's growth for over 50 years. In general, the contract is intended to capture the scope of services that the NDC has long provided and give clarity and detail to the City's expectations.

Recommendation: Staff recommends approval of the attached Resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _______

RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES WITH THE NEWTON DEVELOPMENT CORPORATION FOR FISCAL YEAR 2021-2022

WHEREAS, the City has instituted a 7% Hotel/Motel Tax and receives quarterly payments of the collected taxes from the State of Iowa; and

WHEREAS, Section 35.26.E.1 of the Newton City Code requires that the City have a contract with outside agencies that receive Hotel/Motel Tax revenues from the City; and

WHEREAS, the City Council's approved budget for fiscal year 2021-2022 contains an allocation of $76,000 to the Newton Development Corporation, a portion of which is slated to come from the Hotel/Motel Tax; and

WHEREAS, the City has prepared a contract that delineates the scope of community and economic development services to be provided by the Newton Development Corporation and Newton Development Corporation has signed said contract; and

WHEREAS, the contract is consistent with the positive collaborative working arrangement that exists between the City and the Newton Development Corporation;

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached contract for community and economic development services with the Newton Development Corporation for Fiscal Year 2021-2022 is hereby approved.

PASSED this ____ day of May 2021.

APPROVED this _______ day of May 2021.

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

CONTRACT FOR PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES BY AND BETWEEN THE CITY OF NEWTON, IOWA AND THE NEWTON DEVELOPMENT CORPORATION

THIS CONTRACT, entered into as of this 1st day of July, 2021 by and between the City of Newton, Iowa, ('City'), and the Newton Development Corporation, (hereinafter referred to as "NDC").

WHEREAS, the City has a need for professional consultant services to perform community and economic development activities; and

WHEREAS, the City desires to engage in certain activities necessary for development of the community and economic base of the Newton area; and

WHEREAS, the City desires to engage NDC to render such professional consultant services utilizing Hotel/Motel Tax receipts, which by City ordinance requires a written contract;

NOW, THEREFORE the parties hereto do mutually agree as follows:

A. **Scope of Services.**

NDC shall assist and advise the City in economic development activities as needed and shall collaborate with City and other stakeholders to increase investment in Newton by *retaining, growing,* and *attracting* business. The economic development activities shall include the following:

1. NDC shall serve as the lead agency on behalf of the Newton community on industrial and commercial business recruitment and expansion. These activities shall include actively assisting local industry and business to expand within Newton and actively seeking new industry and business to locate in Newton.

The primary objective of this activity is:
(a) to help retain the jobs currently located in Newton;
(b) provide expansion opportunities to local industry and business located in Newton;
(c) help recruit new industry and business to locate in Newton resulting in an expanded City tax base and increase in job opportunities for residents;
(d) assist City Staff in residential development in Newton.

2. Respond to every prospect in a professional, accurate, and timely manner.

a) Send out timely, customized information packets to prospects
b) Organize and coordinate all arrangements for prospect visits to Newton
c) Prepare responses to RFP's for prospects
d) Maintain the most current information for Newton/Jasper County on LOIS web site and add enhancements (photos, brochures) as much as possible
e) Develop and maintain an inventory listing of land suitable for various types of development in and near Newton
f) Be prepared with a ready-to-go discussion panel of manufacturers willing to meet with prospects on short notice
g) Track and follow-up with prospects after initial responses are sent

3. Actively and aggressively pursue strategies that grow business and increase economic activity in Newton

a) Market the Newton community to prospects through electronic media, printed materials, and other means
b) Specifically recruit targeted businesses or types of business
c) Cultivate a close, professional and cooperative working relationship with the Iowa Economic Development Authority staff members in order to keep Newton high on their list of communities which can bring projects to completion
d) Cultivate the on-going community membership relationship with the Greater Des Moines Partnership
e) Provide specific guidance on State and Federal programs (such as USDA and SBA) to local businesses
f) Identify opportunities for and help prepare grant applications
g) Facilitate programs to promote and strengthen entrepreneurism in Newton
h) Serve as a liaison between local businesses and Newton's development partners and work cooperatively to improve all aspects of economic vitality in Newton
i) Identify the needs of existing Newton businesses and serve as a resource to help meet those needs
j) Serve as a sounding board for economic ideas and strategies, be advisors and provide the City with a business reality-check viewpoint
k) Secure private investment from local businesses to leverage City investment in economic development
l) Develop and coordinate an effective base of volunteers from the Newton businesses community to support economic development
m) Work to inform everyone in our community of economic development efforts and successes, recognizing all parties involved in the achievement.
n) Offer program/workshops that meet the needs of the Newton business community
o) Serve as a leader and mentor for economic development colleagues in Newton.

B. **Time of Performance.** The services of the Corporation are to commence on July 1, 2021 and shall be completed in a timely manner as required by the City. The term of this agreement runs through June 30, 2022.

C. **Compensation.** This is a fee for services contract. As compensation for the services rendered, the City shall pay the Corporation a flat rate of $76,000.00 in quarterly installments.

This is a reduction in compensation from previous contract years, due to COVID-19. In the instance that funding sources return, the City and NDC may revisit this contract and compensation fee during the contract year.

D. **Personnel.** All services required hereunder will be performed by NDC through its employees and other agents. All staffing decisions shall be made by NDC's Executive Committee.

E. **Corporation Records Maintenance.** NDC shall maintain accounts and records, including personnel, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assist proper accounting. These records will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted.

F. **Findings Confidential.** City may choose to designate certain information as confidential. Any reports, information, data, work product, or any other material prepared or assembled by NDC pursuant to this Contract, if designated as confidential by City, shall remain strictly confidential, and shall not be made available to any individual or organization without prior written approval of City.

G **Compliance with Local Law.** NDC shall comply with all applicable laws, ordinances and codes of the state and local governments in carrying out the services to be provided pursuant to this Contract.

IN WITNESS WHEREOF, the City of Newton and the Newton Development Corporation have executed this Contract as of the date first written above.

____

Michael L. Hansen, Mayor
City of Newton

ATTEST:

____

Katrina Davis, City Clerk

____

Adam Otto, Chairperson
Newton Development Corporation

City of Newton Council Report

Item: Resolution authorizing purchase of pre-season salt for snow and ice control.

Summary: Purchase 800 tons of salt at pre-season price.

Financial Impact: $55,104.00 from the Road Use Tax Fund.

Report Number: 21-132

Date: May 17, 2021

Lead Department: Public Works

Recommendation: Approve

Background:
Every year monies are allocated in the Snow & Ice Operating budget for the purchase of salt, sand and other winter maintenance materials. The Public Works salt storage building allows for adequate storage, so we may buy salt at pre-season prices, which are typically about $25/ton less than the in-season prices. The City of Newton has a need to purchase 800 tons of salt to replenish the salt stock used from the past winter, in preparation for the 2021-2022 winter season.

The City of Newton is in a Central Iowa Salt Group that consists of most of the cities and counties in the Des Moines metropolitan area. By bidding together for a large amount of salt, the group is able to obtain very competitive bids. The City of West Des Moines is the administrator for the group.

Bids were received and Central Salt Company of Lyons, Kansas was the low bidder. Central Salt Company bid price delivered to City of Newton is $68.88 per ton. This is a $.87 increase per ton from the price paid in the 2020-2021 budget year. The salt will be delivered after July 1, 2021, but prior to the winter season.

Recommendation:
City staff recommends approval of the resolution authorizing the Public Works Director to purchase 800 tons of the pre-season salt from Central Salt Company of Lyons, Kansas for bid amount of $55,104.00 paid from the City Road Use Tax Fund.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_______

RESOLUTION AUTHORIZING PURCHASE OF PRE-SEASON SALT FOR SNOW AND ICE CONTROL

WHEREAS, money is budgeted annually within the Snow and Ice Control budget for the purchase of salt, sand and other winter maintenance materials; and

WHEREAS, staff has estimated that 800 tons of salt is needed to replenish the salt supply from the previous winter, in preparation for the upcoming winter season; and

WHEREAS, the City of Newton is part of the Central Iowa Salt Group that pools together their salt needs to obtain competitive bids; and

WHEREAS, bids for the pre-season salt were received by the City of West Des Moines, the administrator for the Central Iowa Salt Group, and the successful low bidder is Central Salt Company of Lyons, Kansas for a bid price $68.88 per ton; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase 800 tons of salt for a total cost of $55,104.00 from Central Salt Company of Lyons, Kansas. The salt will be purchased utilizing funds in the City Road Use Tax fund.

PASSED this ______ day of ________________, 2021.

APPROVED this ______ day of ________________, 2021.

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing a 3-year agreement with Forte Payment Services to provide credit-debit card services for the Newton Sanitary Landfill.

Summary: Approve credit-debit card services agreement at the Newton Sanitary Landfill.

Financial Impact: $325.00 for purchase of equipment.

Report Number: 21-133

Date: May 17, 2021

Lead Department: Public Works Department

Recommendation: Approve

Background:
In approximately 2014 the Newton Sanitary Landfill began accepting credit/debit cards. Customers have greatly appreciated this convenience, but it does slow down the transaction process, this is especially true when the cards magnetic strip becomes inactive over time and the scale attendant must call in the credit card to complete the transaction manually.

City staff has been researching a means to create efficiencies and reduce customer transaction times at the scale window. This is important as to not back vehicles up onto State Highway #14. City staff is proposing changing from Paygov to Forte Card Services.

The benefits of Forte over Paygov include a seamless alignment with the current Waste Works scale software that reads the chip instead of the magnetic strip, and provides a credit card receipt directly from the card reader. This reduces the scale clerk from changing the paper in the printer and printing an extra piece of paper for a credit/debit card receipt, thus utilizing one less step in the payment process and reducing the amount of paper used per transaction.

Ultimately, the chip reader process quickens the transaction and reduces the bottleneck that often occurs at the scale window. Other benefits include the ability to maintain reports on the software utilizing an e-file system for tracking credit/debit card payments versus paper.

The credit/debit card convenience fee to the customer is a minimum fee is $1.95 per transaction, or 2.5% over $60.00, no costs to the city. Current Paygov convenience fee is $1.50 per transaction, or 3% over $50.00.

Recommendation:
City staff recommends approval of the 3-year contract with Forte Card Services of Allen, Texas to provide credit/debit card payment services for the Newton Sanitary Landfill.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _______

RESOLUTION AUTHORIZING A 3-YEAR AGREEMENT WITH FORTE PAYMENT SERVICES TO PROVIDE CREDIT-DEBIT CARD SERVICES FOR THE NEWTON SANITARY LANDFILL

WHEREAS, Staff researching a means to create efficiencies and to complete customer transactions faster at the Newton Sanitary Landfill, is proposing an agreement with Forte Payment Services; and

WHEREAS, switching to Forte credit/debit card services helps to accomplish this goal, by reducing the number of steps the scale attendant must go through to complete a credit/debit card transaction; and

WHEREAS, the cost of the payment amount with a minimum fee is $1.95 per transaction. Amounts charges over $60.00 will be charged at 2.5% with no costs to the city.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Public Works Director to execute said agreement with Forte Card Services of Allen, Texas 75013 to provide credit/debit card payment services for the Newton Sanitary Landfill.

PASSED this _______ day of ___________, 2021.

APPROVED this _______ day of ___________, 2021.

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the City of Newton to enter into an Ambulance Restocking Agreement for storage and restocking of patient administered medications.

Summary: Current procedures for restocking medications for the ambulance will change to restocking from Mercy One - Newton.

Financial Impact: Minimal Impact to be paid from Fire Department budget.

GET TO KNOW Newton

Report Number: 21-134

Date: May 17, 2021

Lead Department:
Fire

Recommendation:
Approve

BACKGROUND

The storage and restocking of medications for use in the ambulance service will shift from the Newton Fire Station to Mercy One - Newton. Ownership and usage of the medications used by ambulance services are under the direct control of the Iowa Board of Pharmacy. Regulations require for strict accounting of storage and usage of these medications. In addition, ownership of the medications must be clearly defined. While the Newton Fire Department and their medical director, Orville Bunker, M.D. have never experienced any issues with storage and usage of medications, it was recommended to enter into an agreement with Mercy One - Newton pharmacy to storage and distribute these medications. Through this agreement some of the more commonly used medications that sometimes expire and are destroyed by the Fire Department can be restocked and used by Mercy One - Newton prior to their expiration. Other agencies around Jasper County will also be entering into the same agreement with Mercy One - Newton. These agreements will allow for consistent accountability for medications used by services across Jasper County.

This agreement will remain in effect for one year and will automatically renew for successive one year terms unless terminated in accordance with the terms of the agreement. The agreement can be cancelled by providing a thirty day notice by either party.

RECOMMENDATION

Staff recommends approval of Resolution authorizing the Ambulance Restocking Agreement.

Matt Muckler
City Administrator

Attachment

RESOLUTION NO. 2021 – _______

RESOLUTION APPROVING AMBULANCE RESTOCKING AGREEMENT BETWEEN MERCYONE MEDICAL CENTER-NEWTON AND THE CITY OF NEWTON

WHEREAS, the City of Newton owns and operates an ambulance service that provides advanced life support service to the citizens of Newton; and

WHEREAS, MercyOne Medical Center-Newton owns and operates an acute care general hospital that has, as a component of its services, a pharmacy; and

WHEREAS, patients experiencing medical emergencies may require medications and certain other supplies to be furnished to the City of Newton in accordance with applicable laws for the purpose of improving access to and quality of emergency. The restocking of City of Newton Emergency Medical Service units contributes to the quality of emergency care in the community by enabling the medical units to proceed immediately to the next call without making additional restocking stops and ensuring that proper medications and supplies are available for the next patient; and

WHEREAS, the City of Newton wishes to develop an arrangement whereby MercyOne Medical Center-Newton and the City of Newton's Medical Director may furnish certain services and supplies, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable federal and state statutes and regulations; and

WHEREAS, this Agreement will remain in effect for one year and will automatically renew for successive one year terms unless terminated in accordance with the terms of the agreement. The agreement can be cancelled by providing a thirty day notice by either party.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, the City approves the Ambulance Restocking Agreement and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.
.

PASSED this _______ day of May, 2021.

APPROVED this _______ day of May, 2021.

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

AMBULANCE RESTOCKING AGREEMENT

This Ambulance Restocking Agreement ("Agreement") is made and entered into effective as of ______________, 20___ ("Effective Date") between MercyOne Medical Center-Newton d/b/a MercyOne Newton Medical Center, an Iowa nonprofit corporation ("Hospital"), and the City of ______________, Iowa, through its ambulance unit(s) ("Squad").

RECITALS

A. Hospital owns and operates an acute care general hospital that has, as a component of its services, a pharmacy.

B. Squad provides emergency services throughout the community. Patients experiencing medical emergencies may require medications to be furnished by Squad in accordance with applicable laws for the purpose of improving access to and quality of emergency services. Hospital's restocking of Squad's ambulances contributes to the quality of emergency care in the community by enabling Squads to proceed immediately to another call without making additional restocking stops and by ensuring that Squads have adequate medication supplies available for their next patient.

C. Squad wishes to develop an arrangement whereby Hospital restocks Squad's ambulances with medications, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable federal and state statutes and regulations.

NOW, THEREFORE, the parties agree as follows:

1. Restocking of Medications ("Drugs"). Hospital shall restock Squad's ambulance(s) with Drugs as requested from time to time by Squad. As used herein, Drugs include, but are not limited to, medications (including narcotics) listed on the formulary attached hereto as Exhibit 1, as the same may be amended from time to time by the parties. Hospital does not restock IV fluids or supplies for Squads.

2. Pharmacy-Based; Responsibility for and Ownership of Drugs. The parties agree that Squad shall function as a pharmacy-based service program with respect to Drugs, and that in accordance with the provisions of Iowa law, the Squad will operate as an extension of the Hospital pharmacy with respect to Drugs. Ownership of the Drugs remains with Hospital throughout the term of the Agreement.

3. Policies and Procedures. The parties will develop procedures for ambulance squads to request that Drugs be restocked and for documenting the Drugs furnished by Hospital pursuant to such request. With respect to Drugs, the parties agree to adhere to the policy attached hereto as Exhibit 2, as the same may be amended from time to time by the parties. Squad agrees to use Drugs only as a part of its emergency medical response at the scene of an emergency or in transport to a hospital and will not resell them to any third party or use them for any other purpose. As part of the restocking process, Squad uses Hospital's Omni-Cell machine and agrees to pay a rental fee for use of the Omni-Cell.

4. Type and Quantity of Restocked Drugs. Hospital's obligation to restock Squad's ambulance(s) with Drugs shall be subject to Hospital having a sufficient quantity of such Drugs on hand and available to provide to Squad. Hospital reserves the right to provide Drugs of a

type and quantity normally maintained by Hospital, but not necessarily of the same brand provided by Squad to its transported patients.

5. Billing of Patients for Drugs. Squad shall have the sole right to bill patients and third party payors for any Drugs furnished by Squad during or incidental to transport and that are restocked by Hospital pursuant to this Agreement. Hospital agrees not to bill or collect from any patient or third party payor for any such Drugs. In the event that Hospital receives any payment for Drugs provided to patients during or incidental to transport to Hospital or otherwise, and that have been restocked by Hospital pursuant to this Agreement, Hospital shall promptly return such payment to the payor.

6. Payment for Drugs. Within thirty (30) days after the end of each month, Hospital shall provide Squad with a detailed invoice for all Drugs furnished by Hospital during the prior month. Squad shall pay Hospital within fifteen (15) days of the receipt of such bill.

a. Pricing for Drugs. Pricing for medications (including narcotics) shall be based on average wholesale price (AWP) for each medication.

b. Payment for Omni-Cell. Squad has agreed to pay a $50.00 per month fee for use of Hospital's Omni-Cell machine in connection with this Agreement.

7. No Obligation to Refer. Nothing herein shall in any way be construed to require or induce either party to admit, refer or transfer patients to the other.

8. Insurance. Each party agrees to be self-insured or provide professional liability and general liability insurance for itself, its agents and employees. Each party shall be self-insured or maintain professional liability insurance in the minimum amount of one million USD ($1,000,000) per occurrence and three million USD ($3,000,000) aggregate. Each party shall also be self-insured or maintain comprehensive general liability insurance in the minimum amount of one million UDS ($1,000,000) per occurrence and three million USD ($3,000,000) aggregate. Each party shall also be self-insured or maintain commercial workers' compensation insurance in the state of Iowa, with statutory limits.

Both parties agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days' advance written notice to the other party.

Upon request, the parties agree to furnish the other with appropriate certificates of insurance or financial documentation evidencing sufficient and adequate self-insurance, subject to the other party's review and approval in its sole discretion.

9. Term of the Agreement. The term of this Agreement shall be for three (3) years commencing on the Effective Date.

10. Termination of the Agreement.

a. Termination without Cause. Either party may terminate this Agreement without cause upon not less than thirty (30) days' written notice to the other party. The parties may mutually agree to terminate the Agreement in writing at any time.

b. Termination for Cause. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that: (1) either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party; (2) the business of either party is terminated or suspended; (3) a petition for bankruptcy is filed by or against either party; (4) a receiver is appointed on account of either party's insolvency; or (5) if any assignment is made of either party's business for the benefit of its creditors. Additionally, this Agreement will terminate automatically upon the occurrence of the conditions described in the Excluded Provider section set forth in this Agreement. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

c. Inventory and Return of Drugs. In the event of termination, the parties shall conduct a joint inventory of all Drugs (including controlled substances), and the Drugs shall be returned to Hospital. A record of the inventory shall be maintained by Hospital as required by law.

11. Compliance with the MercyOne *Code of Conduct*. Squad recognizes that it is essential to the core values of Hospital that all persons and entities employed by or otherwise contracting with Hospital at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne *Code of Conduct*, as amended from time to time. As of the effective date of this Agreement, the MercyOne *Code of Conduct* is available at the following website: http://www.mercyone.org/integrity-compliance. Squad acknowledges that it has electronically accessed, obtained, or otherwise received a copy of the *Code of Conduct* and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, Squad shall act in a manner consistent with, and shall at all times abide by, such *Code of Conduct*, to the extent it is applicable to Squad in the performance of the Agreement. In the event that Hospital determines in good faith that Squad has breached its obligations under this section, Hospital may, upon notice to Squad, immediately terminate the Agreement.

12. *Ethical and Religious Directives*. Hospital's conduct and dealings are subject to, and are to be performed in accordance with, the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop ("*Directives*"). The *Directives* are available at the following website: http://www.usccb.org/. To the extent applicable to the duties and obligations set forth in the Agreement, Squad agrees to take no action that will interfere with Hospital's obligation to conduct its activities in accordance with the *Directives* and, in the event that such obligation is placed at risk, Hospital may, at its option, terminate the Agreement immediately or work with Squad to eliminate the risk.

13. Compliance with Laws. Each of the parties represents that its performance under this Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by a party if it shall fail to comply with this representation. If such a breach is not cured in accordance with the Agreement, the non-breaching party may immediately terminate the Agreement without penalty and without limiting any other rights or remedies set forth in the Agreement. Specifically, but not by way of limitation, each of the parties represents that its performance under the Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards, and other applicable

standards of The Iowa Board of Pharmacy and the Iowa Department of Public Health, Bureau of Emergency Medical Services regulations concerning drugs used in emergency medical service programs; Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder; the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder, and updates to incorporate any changes to such statutes, rules, regulations, and applicable standards.

14. Confidentiality. The parties shall maintain the confidentiality of patient medical records and treatment in accordance with state and federal laws.

15. Nondiscrimination. In the performance of the Agreement, the parties will not discriminate against anyone with respect to race, color, creed, sex, age, national origin, ancestry, religion, marital status, handicap, disability, veteran status or any other legally-protected category of persons

16. Notice. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance with the provisions of this section:

If to Hospital:	MercyOne Newton Medical Center Attn: President 204 N. 4th Avenue E. Newton, Iowa 50208
If to Squad:	City of _____________ Attn: Mayor Address

17. Excluded Provider. Squad hereby represents and warrants that it, its principals and/or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded health care program, including Medicare and Medicaid. Squad hereby agrees to immediately notify Hospital of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Squad is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Squad is in breach of this section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Squad shall indemnify, hold harmless and defend Hospital against all actions, claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this section by Squad, or due to the exclusion of Squad from a federally funded health care program, including Medicare or Medicaid.

18. Jeopardy. Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either party of any term, covenant, condition, or provision jeopardizes the licensure of Hospital or any if its affiliated entities', its participation in, or payment or reimbursement from, Medicare, Medicaid, or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital, any of Hospital's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Hospital or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital may at its option: (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, Hospital may, at its option, terminate the Agreement immediately.

19. Independent Contractor Relationship. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Squad agrees to comply with and assist Hospital in observing federal and state accreditation standards, including, if applicable, standards of The Joint Commission, the Iowa Board of Pharmacy, the Iowa Department of Health, The Iowa Department of Human Services, and/or Iowa Department of Inspection and Appeals.

20. Access to Records. If required by 42 U.S.C. §1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Squad shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Squad under this Agreement. If Squad carries out any of the duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

21. Governing Law. This Agreement shall be subject to, construed under, and governed by the laws of the State of Iowa and, to the extent applicable, the Internal Revenue Code and its regulations, and governmental reimbursement statutes and regulations. However, if applicable, Squad does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

22. Assignment. Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

23. Amendment. This Agreement may be amended at any time by mutual agreement of both parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties, and placed in an addendum to this Agreement.

24. Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Iowa legislature, or by any regulation duly promulgated by officers of the United States or the State of Iowa acting in accordance with law, or is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.

26. Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

27. Entire Agreement. This Agreement and any addendums hereto constitute the entire written agreement of the parties regarding the subject matter of this Agreement and supersedes any prior agreements of the parties, whether written or oral, regarding the subject matter of this Agreement.

28. Authority. By executing this Agreement, the undersigned individuals represent that they are duly authorized to make and enter into this Agreement and that this Agreement constitutes the valid and binding obligations of the parties and is enforceable in accordance with its terms.

MERCY MEDICAL CENTER-NEWTON, d/b/a MercyOne Newton Medical Center	**CITY OF** ____________________
By:______________________________ Laurie Conner, President	By:______________________________ Name/Title:______________________

EXHIBIT 1

EMS Service (circle): Colfax, Kellogg, Monroe, Newton

Month:________________

ITEM	Strength		ABC#	Cost/Unit	Amount	Total Cost
Adenosine (Adenocard)	6mg/2ml	Pre-filled Syr.	324772			
Adenosine (Adenocard)	12mg/4ml	Pre-filled Syr.	285833			
Albuterol	2.5mg/3ml	Vial	326020			
Amiodarone	150mg/3ml	Vial	633375			
Aspirin	81mg/tab	Bottle (36)	394387			
Atropine Sulfate	1mg/10ml	Pre-filled Syr.	190381			
Dextrose 50%	25gm/50ml	Pre-filled Syr.	774604			
Diazepam	10mg/2ml	Pre-filled Syr.	535916			
Diphenhydramine (Benadryl)	50mg/1ml	Vial	248714			
Epi 1:10,000	1mg/10ml	Pre-filled Syr.	194220			
Epinephrine 1:1000	1mg/1ml	Vial	237578			
Etomidate	20mg/10ml	Vial	405629			
Fentanyl	100mcg/2ml	Vial	843065			
Glucagon	1mg (1 unit)	Pre-filled Syr.	393525			
Glucose Gel Tube	15 grams	Tube	173179			
Haldoperidol	5mg/1ml	Vial	406769			
Ipratropium	0.5mg/2.5ml	Vial	326013			
Ketamine	50mg/ml 10ml	Vial	050533			
Lidocaine 2%	100mg/5ml	Pre-filled Syr.	947358			
Lorazepam	1mg/ml 2ml	Vial	171126			
Midazolam	10mg/10ml	Vial	157863			
Midazolam	10mg/2ml(Intranasal)	Vial	157859			
Morphine	10mg/1ml	Pre-filled Syr.	185918			
Narcan (Naloxone)	2mg/2ml	Pre-filled Syr.	171761			
Nitro (Tabs)	0.4mg,	Tabs	546155			
Ondansetron (Zofran)	2mg/1ml	Pre-filled Syr.	248724			
Succinycholine	20mg/ml	Vial	158576			
Omni-Cell Service Fee				$50.00	1	50.00

EXHIBIT 2

Policy and Procedure for Squad Drug Restocking

Attach the policy relating to Squad Drug Restocking.

City of Newton Disbursements 5-18-21

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	$ 3,607.95
Airgas USA LLC	Fire	Supplies	$ 188.40
Alliant Energy/IPL	Parks	Utilities	$ 715.07
Amazon Capital Services	All	Supplies	$ 1,718.98
American Legal Publishing Corporation	Administration	Service	$ 52.85
Andax	Fire	Supplies	$ 44.10
Arrowhead Forensics	Police	Supplies	$ 240.70
Bituminous Materials & Supply	Street	Supplies	$ 657.49
Bound Tree Medical LLC	Fire	Supplies	$ 1,333.97
Brick Gentry P.C.	Legal Services/WPC/Housing Demo	Service	$ 10,530.00
Callaway Golf	Golf	Merchandise	$ 232.98
Capitol II Theatre	North Central TIF	Service	$ 350.00
Cappy's Tire & Auto Service	Airport	Service	$ 18.01
Card Services	All	Supplies	$ 1,226.19
Cardinal Tracking Inc	Police	Service	$ 169.95
CCL Supply LLC	Water Pollution Control	Supplies	$ 197.99
Certified Laboratories	Street	Supplies	$ 211.35
Chamber of Commerce	Executive	Service	$ 300.00
Cintas	All	Service	$ 508.37
Clapsaddle-Garber Assoc	Airport	Service	$ 29,611.40
Continental Research	Water Pollution Control	Supplies	$ 201.73
D & K Products	Golf/Parks	Supplies	$ 3,961.80
D A Davidson & Co	Finance	Service	$ 1,000.00
Dannen, Shannon	D&D Program	Service	$ 582.50
Davis Equipment Corp	Golf	Supplies	$ 102.54
Diamond Products Co	Parks	Supplies	$ 55.97
DMF Gardens	Parks	Supplies	$ 310.00
Dodd Trash Hauling & Recycling	Solid Waste	Service	$ 2,056.46
Dr Anthony Tatman	Police	Service	$ 50.00
Earl May Nursery & Garden	Parks	Supplies	$ 1,050.00
EZ Lease	Water Pollution Control	Service	$ 102.00
Financial Forms & Supplies	Fire	Supplies	$ 152.42
Fire Service Training Bureau	Fire/Police	Training	$ 1,225.00
Forbes Office Solutions	All	Service	$ 840.92
Forterra	Street	Supplies	$ 506.40
Fox Engineering	Water Pollution Control	Service	$ 15,410.00
Gralnek-Dunitz	Golf/Street	Supplies	$ 54.50
Gregg Young Auto Center	Fire/Police	Service	$ 704.29
Grinnell Safe & Lock	Landfill	Supplies	$ 21.00
Hamilton Glass	City Center	Supplies	$ 118.10
Hanson, Lance	Water Pollution Control	Reimbursement	$ 60.00
Hawkins Water Treatment	Water Pollution Control	Supplies	$ 1,488.00
Hewitt Service Center	Landfill	Supplies	$ 2,010.00
HLW Engineering Group	Landfill	Service	$ 2,499.50
Hornung's	Golf	Merchandise	$ 380.49

Hoya Vision - Dept 2454	Administration	Supplies	$ 148.00
Hy-Vee Inc	Police	Service	$ 100.98
Interstate All Battery Center	Fire	Supplies	$ 62.00
Iowa Communities Assurance Pool	Landfill/Tort Liability	Service	$ 97.00
Iowa Department of Transportation	Traffic Control	Supplies	$ 4,249.05
Iowa Dept of Agriculture & Land Steward	Airport	License	$ 9.00
Iowa Dept of Natural Resources	Landfill/WPC	Service	$ 15,584.45
Iowa Inspections	Fire	Service	$ 3,650.00
Iowa Law Enforcement Academy	Police	Training	$ 32.00
Iowa Plains Signing Inc	Traffic Control	Supplies	$ 1,900.00
Iowa Police Chiefs Association	Police	Training	$ 270.00
Iowa Pump Works	Maytag Pool	Service	$ 862.12
Iowa Total Care	Fire	Reimbursement	$ 1,183.97
Jasper County Recorder	North Central TIF	Service	$ 97.00
Jasper County Treasurer	Economic Development	Service	$ 41.00
Johnson Aviation	Airport	Reimbursement	$ 48.14
Joni's Creations	Fire	Service	$ 20.00
Key Cooperative	All	Supplies	$ 4,916.38
Kiesler's Police Supply	Police	Supplies	$ 465.00
Kingdom Hall of Jehovah's Witnesses	Water Pollution Control	Reimbursement	$ 824.67
Lauterbach Buick GMC	Parks	Supplies	$ 68.46
Logan Contractors Supply	Street	Supplies	$ 1,463.37
Lyman, Rick	Parks	Service	$ 143.85
Magnum Automotive	Police	Service	$ 524.27
Mahaska Bottling Co	Golf	Concessions	$ 1,586.15
Manatts - D.M.	Street	Supplies	$ 2,296.33
Marsden Bldg Maintenance	City Center	Service/Supplies	$ 2,746.31
McCall Monument	Cemetery	Service	$ 50.00
McNichols, Kyle & Brenda	Private Incentives	Incentive	$ 10,000.00
Mediacom	Golf	Utilities	$ 109.95
Menards-Altoona	Street	Supplies	$ 279.99
Metro Waste Authority	Landfill	Service	$ 8,507.26
MG Laundry Corporation	City Center	Service	$ 81.40
MTI Distributing Inc	Golf	Supplies	$ 377.08
Municipal Pipe Tool Co	Water Pollution Control	Supplies	$ 520.49
Murphy Tractor & Equipment	Street	Supplies	$ 17.14
NAPA Auto Parts	All	Supplies	$ 1,413.27
Newman Signs	Traffic Control	Supplies	$ 130.19
News Printing Company	All	Service	$ 4,627.33
O'Reilly Auto Parts	Golf/Parks	Supplies	$ 193.32
Partsmaster	City Garage	Supplies	$ 164.20
Polk County Treasurer	Police	Service	$ 150.00
Portner, Brad	D&D Program	Service	$ 190.00
POS Paper	Police	Supplies	$ 51.90
Premier Office Equipment	Executive/Police	Service	$ 331.10
Priority Sanitation	Golf/Parks	Service	$ 400.00
Quill Corporation	All	Supplies	$ 104.26
R J Thomas Mfg Co Inc	Parks	Supplies	$ 715.00
Reinheimer, Rita	Planning & Zoning	Reimbursement	$ 25.00

Rotech	Police	Supplies	$ 295.00
Rozendaal Services LLC	Parks	Service	$ 480.00
Sandry Fire Supply LLC	Fire	Supplies	$ 297.50
Spahn & Rose Lumber Co	Street	Supplies	$ 1,696.46
Springer Professional Home Services	Golf	Service	$ 83.00
Stacy's Sweetstuff	Fire	Supplies	$ 82.00
State Hygienic Laboratories	Water Pollution Control	Service	$ 100.50
State Steel of Des Moines	Water Pollution Control	Supplies	$ 231.00
Teleflex LLC	Fire	Supplies	$ 1,778.00
Thatcher Auto Center	Cemetery/Golf/Parks	Supplies	$ 1,400.00
The Lifeguard Store Inc	Maytag Pool	Supplies	$ 77.50
The Police and Sheriffs Press	Police	Supplies	$ 47.92
Theisen's	All	Supplies	$ 1,052.65
Theisen's Marshalltown	Street	Supplies	$ 64.77
Tompkins Industries Inc	Landfill	Supplies	$ 955.81
Town & Country Wholesale Co	Golf	Concessions	$ 819.51
True Value Hardware	All	Supplies	$ 502.86
Turfwerks	Golf	Supplies	$ 77.76
Two Rivers Cooperative	All	Supplies	$ 9,507.36
ULINE	Fire	Supplies	$ 299.47
United States Cellular	All	Utilities	$ 925.24
Van Wall Equipment	Parks	Supplies	$ 188.98
Warnick & Reeves Mechanical	All	Service	$ 1,477.83
Water Department	All	Utilities	$ 11,165.34
Windstream	Fire	Service	$ 319.71
YourMembership.com Inc	Fire	Service	$ 100.00
Zoll	Fire	Supplies	$ 988.10
Zonar Systems	Snow Removal/Street Cleaning	Service	$ 1,368.00
Total:			$ 195,070.02

Pre-Authorized Payments

Alliant Energy/IPL	All	Utilities	$ 9,201.27
Black Hills Energy	All	Utilities	$ 2,226.87
Caldwell Brierly & Chalupa Trust	Commercial D & D - Reso 2020-218	Service	$ 83,483.40
D&W Tree Service	Parks - Reso 2021-077	Service	$ 6,049.50
DISH Network	Airport	Utilities	$ 137.05
Hy-Vee	Golf	Concessions	$ 283.90
Koenen, Jay	North Central TIF - Reso 2020-286	Grant	$ 1,370.00
Lion Development Group	North Central TIF - Reso 2021-114	Rebate	$ 55,082.81
Verizon Wireless	Police	Utilities	$ 15.02
Total:			$ 157,849.82

City of Newton Council Report

Item: Resolution Approving the Second Budget Amendment for Fiscal Year 20-21

Summary:
Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs, so adjustments are made to reflect changes that have occurred throughout the fiscal year.

Financial Impact:
No new financial impact as proposed amendments reflect City Council actions during past fiscal year and actual expenditures to date.

Report Number: 21- 135

Date: May 17, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

At the May 3, 2021 City Council meeting, the Council designated May 17, 2021 as the public hearing date to consider the second 2020-21 budget amendment for the City of Newton. Notice of the hearing was published in the *Newton Daily News*, in compliance with State requirements on Friday, May 7, 2021. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to May 31st each year to accommodate this requirement.

The attached budget amendment adjusts the current year 2020-21 revenues and expenditures to reflect the changes that have occurred since the first amendment in November of 2020. A summary of the amendments are below:

- Increased Transfer from Landfill to Landfill Post Closure to fulfill requirements for closure
- Vehicle repair and Berry Dunn Consultation Services in Police Dept
- Vehicle repair / Covid 19 expenses / Health Insurance expense in Fire Dept
- New home buyer grants in Economic Development
- Tort Liability Expenses due to the Derecho
- Debt Service Bonding Expenses above budget
- Capital Project for the 2019 Airport Expansion Project
- Water Department expenses for capital items

The detailed account numbers for the amendments for each program are found in the pages following the attached Resolution. The amendments do not impact the current property tax levy.

Recommendation:

It is recommended the City Council adopt the attached Resolution approving the second 2020-21 budget amendment for the City of Newton.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _______

RESOLUTION APPROVING THE SECOND BUDGET AMENDMENT FOR FISCAL YEAR 2020-21

WHEREAS, Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs and allows cites to amend local budgets to accommodate this requirement; and

WHEREAS, the City Council has approved the 1st budget amendment for FY21 in November of 2020; and

WHEREAS, a second budget amendment for FY21 has been prepared to conform to the Iowa Code requirement to not exceed a budgeted amount in each of the State's nine programs and was published in the Newton Daily News on May 7, 2021 in accordance with State requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the second amendment to the City of Newton's 2020-21 Budget is hereby approved.

PASSED this 17th day of May, 2021

APPROVED this _________ day of May, 2021

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

2020-21 City of Newton 2nd Budget Amendment May 17, 2021
Revenues

Other Financing Sources

Debt Service Fund 200		Budget	Amendment	Adjusted Budget
671-8044-4-48303	Transfer Landfill	$ 200,000	$ 3,450,000	$ 3,650,000
	TOTALS		**$ 3,450,000**	

Grand Total all Revenue Amendments May 17, 2021 $ 3,450,000

2020-21 City of Newton 2nd Budget Amendment May 17, 2021
Expenditures

Program 1 Public Safety Budget Amendments

Police		Budget	Amendment	Adjusted Budget
001-1010-63320	Vehicle Repair	$ 22,500	$ 20,000	$ 42,500
001-1010-64990	Contractual Services	$ 8,000	$ 15,000	$ 23,000
	Total Police Amendments:		**$ 35,000**	
Fire		**Budget**	**Amendment**	**Adjusted Budget**
001-1050-63320	Vehicle Repair	$ 34,000	$ 20,000	$ 54,000
001-1050-67951	Covid - 19 Expenditures	$ -	$ 30,000	$ 30,000
112-1050-61500	Group Insurance	$ 509,832	$ 50,000	$ 559,832
	Total Fire Amendments:		**$ 100,000**	
	TOTAL Program 1:		**$ 135,000**	

Program 5 Economic Develoment Budget Amendments

Tort Liability		Budget	Amendment	Adjusted Budget
161-5037-64411	New Home Buyer Grants	$ 100,000	$ 100,000	$ 200,000
	TOTAL Program 5:		**$ 100,000**	

Program 6 General Government Budget Amendments

Tort Liability		Budget	Amendment	Adjusted Budget
012-6060-64060	Damages/Tort Claims	$ 20,000	$ 250,000	$ 270,000
	TOTAL Program 6:		**$ 250,000**	

Program 7 Debt Service Expenditures Budget Amendments

Debt Service Fund		Budget	Amendment	Adjusted Budget
200-7010-64390	Bonding & Refinancing Expenses	$ 6,800,000	$ 650,000	$ 7,450,000
	TOTAL Program 7:		**$ 650,000**	

Program 8 Capital Projects

Airport Capital Projects		Budget	Amendment	Adjusted Budget
305-2080-67904	Airport Expansion 2019	$ -	$ 350,000	$ 350,000
	TOTAL Program 8:		**$ 350,000**	

Program 9 Business Type Activies

Water Department		Budget	Amendment	Adjusted Budget
	Water Department	$ 3,317,279	$ 50,000	$ 3,367,279
	TOTAL Program 9:		**$ 50,000**	

Transfers

		Budget	Amendment	Adjusted Budget
670-8040-69080	Transfer to Landfill Post Clos	$ 200,000	$ 3,450,000	$ 3,650,000
	TOTAL Transfers:		**$ 3,450,000**	

Grand Total all Expenditure Amendments $ 4,985,000

RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT
NEWTON

Fiscal Year July 1, 2020 - June 30, 2021

NEWTON conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2021

Meeting Date:	Meeting Time:	Meeting Location:
5/17/2021	06:00 PM	Council Chambers, 101 W 4th St S. or via Zoom (https://us02web.zoom.us/j/83564044015)

The governing body of the NEWTON met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	8,101,958	0	8,101,958
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	8,101,958	0	8,101,958
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,204,178	0	2,204,178
Other City Taxes	6	2,141,480	0	2,141,480
Licenses & Permits	7	308,125	0	308,125
Use of Money & Property	8	290,370	0	290,370
Intergovernmental	9	5,806,673	0	5,806,673
Charges for Service	10	10,988,520	0	10,988,520
Special Assessments	11	21,500	0	21,500
Miscellaneous	12	504,654	0	504,654
Other Financing Sources	13	11,179,400	0	11,179,400
Transfers In	14	4,379,758	3,450,000	7,829,758
Total Revenues & Other Sources	15	45,926,616	3,450,000	49,376,616
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	7,621,698	135,000	7,756,698
Public Works	17	3,915,529	0	3,915,529
Health and Social Services	18	0	0	0
Culture and Recreation	19	2,713,814	0	2,713,814
Community and Economic Development	20	1,142,026	100,000	1,242,026
General Government	21	1,408,638	250,000	1,658,638
Debt Service	22	10,696,340	650,000	11,346,340
Capital Projects	23	6,890,500	350,000	7,240,500
Total Government Activities Expenditures	24	34,388,545	1,485,000	35,873,545
Business Type/Enterprise	25	7,612,985	50,000	7,662,985
Total Gov Activities & Business Expenditures	26	42,001,530	1,535,000	43,536,530
Tranfers Out	27	4,379,758	3,450,000	7,829,758
Total Expenditures/Transfers Out	28	46,381,288	4,985,000	51,366,288
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-454,672	-1,535,000	-1,989,672
Beginning Fund Balance July 1, 2020	30	53,099,205	-33,631,573	19,467,632
Ending Fund Balance June 30, 2021	31	52,644,533	-35,166,573	17,477,960

Explanation of Changes: Increased Public Safety Expenditures due to increase in vehicle repairs and health insurance costs/ Community Development increase for Housing Incentives/General Government increase is for Tort Liability expenses due to the August 2020 Derecho Storm/Debt Service expenses due to bonding in 2021 and refinancing/Capital Projects is for the 2019 Airport Expansion Project/Beginning Fund Balance July 1, 2020 is a correction from the 1st budget amendment in November of 2020

05/17/2021

City Clerk/Administrator Signature of Certification | **Adopted On** | **Mayor Signature of Certification**

City of Newton Council Report

Item:
Resolution approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Taxiway Relocation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant.

Summary:
Award of contract to reconstruct the deteriorated, non-complying north taxiway at the Newton Airport, contingent upon the submittal and receipt of an FAA grant for said work.

Financial Impact:
$325,865.00 in local matching funds for all project costs paid from the proposed FY-23 General Fund Bonds and remaining 2019-A bond funds.

Report Number: 21-136

Date:
May 17, 2021

Lead Department:
Community Services

Recommendation:
Approve

Background:
Included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport is a taxiway relocation project. This project (Newton Airport Taxiway Relocation Project) reconstructs the old taxiway at the north end of the airfield at a location meeting FAA geometry requirements.

On May 18, 2020 City Council approved Resolution 2020-111 to enter into an engineering services agreement with Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa. Construction plans and specifications for the Newton Airport Taxiway Relocation Project were prepared by CGA, and the following bids received on May 11, 2021:

Contractor	Base Bid	Alt. No. 1	Alt. No. 2	Total w/Alternates
Con-Struct – Marshalltown	$2,676,169.00	$327,083.00	$17,164.00	$3,020,416.00
Manatts - Brooklyn, Iowa	$3,157,400.00	$363,515.00	$16,283.50	$3,537,198.50

The apparent low bidder is Con-Struct of Marshalltown, Iowa. The engineer's estimate of construction costs was $2,590,000 for the base bid; $314,150 for Alt. No. 1 (additional taxiway connector); and $17,225.00 for Alt. No. 2 (windcone)

City staff, the project engineer, and the airport manager have reviewed the bids and recommend award of contract to Con-Struct for the Base Bid plus Alt. No. 2 only at a total of $2,693,333.00.

Due to the bid results received a request was submitted to the FAA for concurrence to award to the lowest bidder, and they have determined that the project costs would be eligible for reimbursement should the FAA award a grant for the project. This resolution approves the City's application for said funding assistance, and also awards a contract to Con-Struct of Marshalltown, Iowa contingent upon the receipt and approval of a grant agreement with the FAA.

With the $654,848.00 engineering contract already approved, $2,693,333.00 added for construction costs (base bid plus Alt. No. 2), and anticipated additional FAA required fees (localizer flight check, FAA field observation, & misc. utility adjustments); the City's 10% local match on the entire project (including all engineering expenses previously approved) is $325,865.00. This out-of-pocket cost will be paid from the proposed FY-23 General Fund Bonds as shown in the recently approved Capital Improvement Plan (CIP), along with approximately $23,378 in remaining 2019-A bond funds. Due to a partial 100% funding grant received from the FAA on a portion of the engineering portion of the project, the City's estimated out-of-pocket expense for the entire project is $16,000 lower than budget numbers prepared this past winter.

Construction work is planned in a couple phases beginning in the summer of 2022, with substantial completion occurring late fall of 2022.

Recommendation:
City Staff recommends that Council approve the submission of an FAA grant application to fund the Newton Airport Taxiway Relocation Project; and award the project to Con-Struct of Marshalltown, Iowa in the amount of $2,693,333.00 contingent upon the receipt and approval of said FAA grant.

Matt Muckler
City Administrator

RESOLUTION 2021- ______

RESOLUTION APPROVING AN APPLICATION FOR FEDERAL AVIATION ADMINISTRATION (FAA) FUNDING ASSISTANCE FOR THE NEWTON AIRPORT TAXIWAY RELOCATION PROJECT, AND AWARDING A CONTRACT FOR SAID PROJECT CONTINGENT UPON THE RECEIPT OF SAID FUNDING ASSISTANCE GRANT.

WHEREAS, the taxiway relocation project at the Newton Airport was identified in the Airport Improvement Plan as a project needing to be completed; as the old, deteriorating taxiway at the north end of the airfield does not meet current FAA geometry requirements; and

WHEREAS, construction plans and specifications for the Newton Airport Taxiway Relocation Project were prepared by Clappsaddle-Garber Associates (CGA), and bids were received on May 11, 2021; and

WHEREAS, City staff, the project engineer, and the airport manager have reviewed the bids and recommend award of contract for the Base Bid plus Alt. No. 2; and

WHEREAS, the $2,693,333.00 base bid plus Alt. No. 2 received from Con-Struct, Inc. of Marshalltown, Iowa is determined to be the lowest responsive and responsible bid for the Newton Airport Taxiway Relocation Project; and

WHEREAS, staff recommends that the City award a contract to Con-Struct, Inc. of Marshalltown, Iowa for the base bid plus Alt. No. 2, contingent upon the receipt and approval of a Federal Aviation Administration funding assistance grant for said project; and

WHEREAS, it is now necessary to submit an application for said funding assistance from the Federal Aviation Administration for the construction costs of said improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from Con-Struct, Inc. of Marshalltown, Iowa is hereby accepted for the base bid plus Alt. No. 2 to construct the Newton Airport Taxiway Relocation Project as described in the plans and specifications, as previously ordered by the Council, and that the contract for the construction is now awarded subject to receipt and execution of a grant agreement with the Federal Aviation Administration, to Con-Struct, Inc. of Marshalltown, Iowa in the amount of Two Million, Six Hundred Ninety-Three Thousand, Three Hundred Thirty-Three dollars and zero cents ($2,693,333.00).

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the contract with the contractor for the Newton Airport Taxiway Relocation Project; subject to concurrence from Federal Aviation Administration, and receipt and execution of a grant agreement with the Federal Aviation Administration.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to sign and submit to the Federal Aviation Administration said application for funding for construction costs of the Newton Airport Taxiway Relocation Project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the City's 10% local match on all project costs (design, engineering, construction, and anticipated additional FAA fees including localizer flight check, FAA field observation, & misc. utility adjustments) will be $325,865.00; and said out-of-pocket cost will be paid from the proposed FY-23 General Fund Bonds as shown in the recently approved Capital Improvement Plan (CIP), along with $23,378 in remaining 2019-A bond funds.

PASSED this ________ day of May, 2021.

APPROVED this ________ day of May, 2021.

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

City of Newton Council Report

Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VIII, Chapter 72, Section 99, “Penalty”, to clarify language regarding parking fees.

Summary: Update language to correspond with current operations

Financial Impact: None

Report Number: 21-137

Date: May 17, 2021

Lead Department: Police Department

Recommendation: Approve

Background:
City Council currently adopts fines and fees via resolution. The proposed ordinance change removes reference to specific parking fine amounts within City code and reflects the current procedure of adopting fines through resolution, thus eliminating the need to amend the ordinance anytime a fine or fee changes.

Recommendation:
Staff recommends approval of the ordinance.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _______

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 72, SECTION 99, “PENALTY”, TO CLARIFY LANGUAGE REGARDING PARKING FEES

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

SECTION 1. The Code of Ordinances City of Newton, Iowa, Adopted by City Council, 2016, Title VII, Chapter 72, Section 99,”Penalty”, is hereby amended by adding or ~~deleting~~ the following:

§ 72.99 PENALTY.

(A) *Arrest or citation.* Whenever a police officer has reasonable cause to believe that a person has violated any provision of this chapter such officer may:

(1) *Immediate arrest.* Immediately arrest such person and take the violator before a local magistrate; or

(2) *Issue citation.* Without arresting the person, prepare in quintuplicate a combined traffic citation and complaint as adopted by the State Commissioner of Public Safety and deliver the original and a copy to the court where the defendant is to appear, two copies to the defendant and retain the fifth copy for the records of the city.

(2011 Code, § 11.1043)

(B) *Parking restrictions violations; alternate.*

(1) Admitted violations of any parking restrictions imposed by this chapter may be charged upon a simple notice of a fine, ~~pursuant to the schedule below~~ pursuant to a sum established by resolution of the City Council, payable at the Police Department or by deposit in authorized collection boxes.

(2) If such fine is not paid within 30 days, the fine shall be increased as set by City Council resolution and a complaint may be filed as provided by Iowa Code Ch. 804.

(2011 Code, § 11.1044)

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

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

SECTION 4: Effective Date. Immediately after the final passage, approval and publication as provided by law.

APPROVED this _____ day of ___________________, 2021.

PASSED this _____ day of ______________________, 2021.

(SEAL)

____
Michael L. Hansen, Mayor

ATTEST:

____
Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa, on the _____ day of __________________, 2021, and was published in the *Newton Daily News*, a newspaper of general circulation in the said City of Newton on the _____ day of __________________, 2021.

Signed: ___________________________
Katrina Davis, City Clerk