

for which it applies.

RULES OF ORDER. Roberts Rules of Order, Revised shall govern wherever a procedure is not specified in these rules. The foregoing rules may be suspended for a certain meeting or a certain purpose only by the unanimous vote of the board members present.

MOTIONS. No motion or resolution shall be put to vote until it has been seconded. When seconded, the motion shall be stated by the chair before debate. Upon request of the chair or any member, the motion shall be reduced to writing. All resolutions shall be presented in writing.

WITHDRAWAL OF MOTIONS. After a motion, resolution, or ordinance is stated by the chair, it shall be deemed in the possession of the board, but it may be withdrawn at any time before decision or amendment by the person making the original motion.

VOTING. Voting on all actions shall be by "aye" or "nay" and shall be recorded by roll call vote. Whenever a member abstains, his vote shall be recorded as an abstention. No member shall vote on any questions in which he has a conflict of interest, as defined in the city code.

AMENDMENTS OF RESOLUTIONS AND ORDINANCES. All proposed

resolutions and ordinances may be amended after introduction and voting thereon. Any proposed resolution which has been seconded and not voted on for passage must be tabled, postponed, or referred to a committee. When a questions is postponed indefinitely, it shall not be again introduced or acted upon by the council for the ensuing two (2) months.

MOTION TO RECONSIDER. A motion may be reconsidered at any time during the same meeting or at the first meeting held thereafter. A motion or a reconsideration being made once and decided in the negative shall not be renewed. A motion to reconsider must be made and seconded by members who voted in the majority, by those on the prevailing side, or by those who were absent and did not vote upon the question to be considered.

COMMITTEES. The mayor shall appoint the standing committees with approval of the council and any special committees. The standing committee shall consist of two members, the first named shall be chairman. The mayor shall name the chairman of special committees and such the number of members and he deems appropriate. The mayor shall be ex-officio member of each committee. If a vacancy occurs on a committee, the mayor shall make appointments in the same manner as provided above. The standing committees shall be:

1. Law Enforcement and Public Safety
2. Fire Protection
3. Library

CITY POLICY OF MARBLE ROCK, IOWA

4. Solid Waste
5. Parks and Recreation
6. Streets and Alleys
7. Finance
8. Personnel
9. Ordinance
10. NIACOG
11. North Iowa Area Community Action
12. Public Utilities (water, sewer, gas, elec., tele-
phone)
13. Public Activities (represent at public functions)
14. Planning and Zoning
15. Weed Commissioner
16. Civil Defense Director

The mayor shall appoint the standing committees of the council at the first meeting in January following each municipal election. The mayor may name special committees with some or all members being citizens or other appropriate representatives thereon with the approval of the council whenever it is deemed useful to the city. Special reports of committees shall be in writing and shall give a statement of facts found, the opinions and recommendations thereon which recommendation should be summed up in the form of a proposed ordinance, resolution or motion.

(Resolution 82-7 refers to 1-3.0300 of the code)

CITY POLICY OF MARBLE ROCK, IOWA

TITLE 1 - POLICY AND ADMINISTRATION

CHAPTER 2 - ADMINISTRATION

ARTICLE 1

SALARY OF CITY ATTORNEY

APPOINTMENT. The city council hereby appoints M.D. Allison of Rockford, Iowa to be attorney for the City of Marble Rock.

FEES. The city attorney's fees shall be set at \$35.00 an hour for services rendered.

COPY. The clerk is hereby directed to send a copy of this resolution to the city attorney.

(Resolution 81-1 refers to 1-4.0201 of the code)

ARTICLE 2

COMPENSATION FOR CITY HEALTH OFFICER

COMPENSATION. The compensation for the city health officer shall be \$60.00 per hour.

(Resolution 82-1 refers to 1-4.0302 of the code)

TITLE II - COMMUNITY PROTECTION

DIVISION 1 - LAW ENFORCEMENT

CHAPTER 1 - PUBLIC OFFENSES

ARTICLE 1

FLOYD COUNTY COMMUNICATION COMMISSION AGREEMENT

AGREEMENT. The city council of the city of Marble Rock authorizes and directs the execution of the 28E agreement on behalf of Marble Rock and authorizes the Floyd County Communications Commission to act on its behalf on requesting and receiving funds for communication equipment.

(Resolution 86.10)

TITLE II - COMMUNITY PROTECTION

DIVISION 1 - LAW ENFORCEMENT

CHAPTER 2 - TRAFFIC REGULATIONS

ARTICLE 2

CROSSWALKS

MARKINGS ESTABLISHED. The city council directs that the following crosswalk markings be established.

1. Four-way intersection of Bradford Street and Main Street.

(Resolution 80-11 refers to 2.1-2.0202 of the code)

ARTICLE 2

HANDICAPPED PARKING

AREAS. Designated handicapped parking areas are to be created as follows:

1. The most northern parking space on the west side of Main Street at Bradford Street.

MARKED. It shall be the duty of the city to have the designated parking areas adequately marked.

(Resolution 82-2 refers to 2.1-2.01212 of the code)

CITY POLICY OF MARBLE ROCK, IOWA

TITLE II - COMMUNITY PROTECTION

DIVISION 2 - FIRE PROTECTION

CHAPTER 1 - FIRE DEPARTMENT

ARTICLE 1

FIRE PROTECTION AGREEMENT

AGREEMENT. The mayor and the city clerk are hereby directed to sign agreement for fire protection with the Marble Rock Community Fire Company, Inc.

(Resolution 81-4 refers to 2.2-1.0100 of the code)

TITLE II - COMMUNITY PROTECTION

DIVISION 2 - LAW ENFORCEMENT

CHAPTER 6 - SNOWMOBILES

ARTICLE 1

SNOWMOBILE ROUTES

ROUTES ESTABLISHED. It shall be lawful to operate snowmo-
biles on the following designated snowmobile routes:

Main Street North at corp. limits to River Street

River Street at Main Street to Bradford Street

River Street at Bradford Street to Wilson Street

Bradford Street at River Street to west corp. limits

Main Street at Wilson Street to south corp. limits

Bradford Street East at corp. limits to East Street

East Street at Bradford Street to College Street

College Street at East Street to Shepardson Street

Shepardson Street at College Street to South Street

South Street at Shepardson Street to Main Street

ROUTES MARKED. It shall be the duty of the city to have the
designated snowmobile routes adequately marked.

MAP. A map describing the designated snowmobile routes
shall be posted at the post office, the library, and bank. Ad-
ditional copies shall be available at the office of the city
clerk.

(Refers to 2.1-5.0103(2) of the code)

TITLE III - MENTAL AND PHYSICAL HEALTH

CHAPTER 3 - LIQUID WASTES

ARTICLE 1

SEWER RENTAL

MINIMUM RENTAL. There shall be a minimum monthly sewer rental paid by the operator of each separate business and by the occupant of each separate dwelling unit in the same building having a single water meter under the following conditions:

1. Where there is a multi family occupancy of separate dwelling units each having separate toilet facilities.
2. Where there are separately operated businesses each having separate toilet facilities.
3. Where there is a business being operated and there is an occupied dwelling unit with separate toilet facilities.

EXCEPTION. Upon advance notice to the city clerk and upon the approval of the council, there will be no second minimum monthly sewer rental charged where, in any of the foregoing situations, the separate dwelling unit is vacant for at least a period of one total calendar month or where the separately operated business is discontinued for at least a period of one total calendar month. The second minimum monthly sewer rental charge will be reinstated at such time as the dwelling unit is

reoccupied or a separate business commenced.

CREDIT. In those cases where more than one minimum monthly sewer rental is charged to the occupants of the building having a single water meter, the monthly sewer rental charged upon the volume of water passing through said water meter shall be adjusted so as to provide a credit for the payment of the second 3,000 gallons of water used per month.

(Resolution 82-10 refers to 3-3.0500 of the code)

TITLE VI - COMMUNITY DEVELOPMENT AND ENVIRONMENT

CHAPTER 1 - WATER SERVICE

ARTICLE 3

WATER SHUT-OFF POLICY

PURPOSE. The purpose of this resolution is to establish policy concerning delinquent water accounts, the collection of such accounts, and to provide for shut-off of service.

DELINQUENT ACCOUNTS. Water bills become delinquent on the twenty-first (21st) of each month, at which time a 5% penalty is added. On the twenty-fifth (25th) of each month, a delinquent letter sent to each delinquent account. The delinquent letter will state that the total amount is due no later than the day of the next regularly scheduled council meeting.

PARTIAL PAYMENT OF DELINQUENT ACCOUNTS. Any person(s) making partial payments on delinquent accounts must appear at the next council meeting to explain why partial payment was made.

FINANCIAL DIFFICULTY. In cases of financial difficulty, the council will allow persons with delinquent accounts to appear at a council meeting to make special arrangements. An individual must appear in person before the council, as a letter will only be accepted in cases of illness or extreme hardship.

SERVICE SHUT-OFF. Service shall be shut off under the following

conditions:

1. If a delinquent bill is not paid by the next regularly scheduled council meeting following receipt of a delinquent letter, service shall be shut off on the day immediately following said council meeting.

2. If a person(s) making partial payment on a delinquent account does not appear at the next regularly scheduled council meeting, the account shall be deemed delinquent, and water shall be shut off on the day immediately following said council meeting.

(Resolutions 83-38, 85-1 refer to 6-1.0100 of code)

TITLE III - MENTAL AND PHYSICAL HEALTH

CHAPTER 4 - SOLID WASTE

ARTICLE 1

RESIDENTIAL SOLID WASTE COLLECTION AGREEMENT

AGREEMENT MADE. This agreement was made and entered into this first day of October, 1988 by and between Floyd-Mitchell Solid Waste Management Agency, organized under the laws of the State of Iowa (hereinafter referred to as the agency), the City of Marble Rock (hereinafter referred to as the city), and Dennis Jendro, d/b/a Jendro Sanitation Services Inc., a proprietorship having its principal place of business at Charles City, Iowa (hereinafter referred to as the contractor).

WITNESS. Whereas the contractor is qualified to provide solid waste collection services and the agency desires the contractor to collect residential solid wastes as defined in this document within the incorporated limits of the city. In consideration of the mutual covenants, agreements, and considerations contained herein, the agency, the cities, and the contractor hereby agree to the following.

DEFINITIONS.

1. Residential solid waste: garbage, rubbish, trash, etc. resulting from the normal activities of households.
2. Food Wastes. Animal, vegetable, or mineral matter de-

rived from the preparation or packaging of foodstuffs.

3. Rubbish and trash. Combustibles such as paper, wood, yard trimmings, etc., and noncombustibles such as metal, glass, stone, dirt, etc.

4. Residence. A dwelling unit such as a home, trailer, or multifamily dwelling of four or less units, not including hotels or motels. Each unit of a multifamily dwelling shall be considered a separate dwelling unit for purposes of billing.

5. Special material. These are bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle.

6. Hazardous Wastes. Wastes that are hazardous by reason of their pathological, explosive, radiological, or toxic characteristics.

EXCLUSIVE RIGHT. The contractor shall be the only person allowed to provide residential solid waste collection services within the corporate limits of the cities or within the boundaries prescribed by the limitations of this contract.

SERVICE. All persons occupying or maintaining a place of residence in single family dwelling units or in multi family dwellings of four or less units within this city shall be provided regular collection service under the contract. The number of units to be served in each city will be set by the city clerk

CITY POLICY OF MARBLE ROCK, IOWA

by July 1, 1978. The number of units (for basis of payment) are to be set each six months beginning January 1, 1979 by the city clerk. These units figures will provide the basis of payment to the contractor for the succeeding six-month period.

TERM. The term of this agreement shall be for the five (5) year period beginning October 1, 1988. The parties hereto may extend this agreement for five year terms by mutual consent in writing at least 120 days prior to the expiration of the then current term.

MINIMUM SERVICE. The contractor shall make at least two weekly collections at all places of residence on a schedule approved by the agency.

HOLIDAYS. If the regular scheduled collection for a residential area falls on a legal holiday (schedule of holidays to be approved by the agency), the collection for that area shall be made on the next regularly scheduled collection date.

RESIDENTIAL COLLECTION LIMITATIONS. The contractor shall not collect vehicle tires during the regular scheduled collection. Regularly scheduled residential collection shall not consist of more than the equivalent of five bags per unit. Additional bags may be collected by the contractor at additional payment by the householder collected by the contractor.

SPECIAL CLEANUP TIMES. The contractor shall, upon request by the individual city, conduct a special collection (twice yearly) for such purposes as a city-wide cleanup, etc. Details and limitations are to be agreed upon by the city and the contractor.

HOURS. Collections shall be made during the hours set forth in the approved schedule, subject to such reasonable modifications as the agency may grant. All collections shall be made as quietly as possible. No collection shall be commenced earlier than 8:30 a.m. in any residential area of the city under the terms of this contract.

LITTER. The contractor shall not litter premises in the process of making collections, but he shall not be required to collect material that has not been placed in approved containers or in a manner herein provided.

APPROVED CONTAINERS. Amounts and types of solid waste placed in containers for collection shall be stored in approved containers, as described by an accompanying section.

BUNDLES. Material containing only yard trimmings and rubbish may be placed for collection in a securely tied bundle, as described in an accompanying section.

UNAPPROVED CONTAINERS. The contractor shall not be required

to collect solid waste unless it is in approved containers or bundles, except as provided for in special haul services.

SPECIAL AND HAZARDOUS MATERIALS. The contractor shall provide haul service for materials not routinely generated in residential areas. Said materials shall be stored and placed in a manner approved by the agency and the contractor. No hazardous wastes will be collected by the contractor unless specifically requested by the generator, approved by the agency, and agreed to by the contractor.

COLLECTION EQUIPMENT. The contractor shall provide an adequate number of vehicles approved by the agency for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the contractor.

OFFICE. The contractor shall establish and maintain a local office or such other facilities through which he can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during collection hours.

HAULING. All solid waste hauled by the contractor shall be

so contained, tied, or enclosed that leaking, spilling, or blowing are prevented. In the even event of any spillage, the contractor shall immediately clean up the litter.

TITLE TO WASTE. Title to all waste shall be vested in the contractor upon being placed in his vehicle.

DISPOSAL. All solid waste for disposal shall be hauled to the Floyd-Mitchell Solid Waste Management Agency Sanitary Landfill site for disposal.

Description of Site

The north one-half (N1/2) of the northeast quarter (NE1/4) northeast quarter (NE1/4) of Section Twelve (12), Township Ninety-seven (97) north, Range Fifteen (15) west of the 5th P.M., Mitchell County, Iowa.

Method of Disposal

Sanitary Landfill method by approval with the agency. Cost for disposal at the sanitary landfill shall be based on a unit price established by the Agency. Cost for disposal shall be paid to the agency by the collection contractor.

CHARGES AND RATES. For any services required to be performed under this contract, the charges shall not exceed the rates as fixed by the agency from time to time. For solid waste

CITY POLICY OF MARBLE ROCK, IOWA

collected in the manner herein provided, the rates during the first year of the agreement shall not exceed the following:

1. Residential: single and multi family regular service (twice weekly) at curb or alley. Materials stored in approved containers or manner. The residential rate shall be \$6.35 per month per dwelling unit.

2. Special haul service: collections requested by occupants or owners of bulky material, large items requiring special handling, and pickup at times other than normally schedules. For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between the contractor and generator prior to collection. If agreement cannot be reached, the matter may be submitted to the agency, and its decision shall be binding.

3. Note: charges for disposal at the sanitary landfill for compacted solid waste will be based on a unit price per cubic yard.

LOCATION. All solid waste shall be placed at a location that is readily accessible to the contractor's personnel, as described by an accompanying ordinance.

CHANGE IS COST OF DOING BUSINESS. The fees or compensation payable to the contractor for the second and subsequent years of the term thereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluc-

tuations in the Consumer Price Index (CPI) published by the U.S. Department Of Labor, Bureau of Labor Statistics, for the Floyd-Mitchell County area. At the start of the second year and year thereafter, the fees of compensation shall be increased or decreased in a percentage amount equal to fifty (50) percent of the net percentage change in the said CPI computed as follows:

The CPI Indexes used for the change in compensation shall be from July 1 to July 1 preceding the year which will reflect the change. Compensation changes will take place on the anniversary date of the starting date of the agreement.

UNUSUAL CHARGES OR COSTS. The contractor may petition the agency for rate adjustment at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges, etc. The agency shall have the right to request the contractor to furnish an audit at the contractor's cost to substantiate the basis for a change in rate as provided for in this section.

COMPENSATION. The contractor shall be paid by the agency for services rendered to the city within 45 days of the end of the month. Said billing and payment shall be based on the price rates and schedules set forth in this resolution, multiplied by the number of dwelling units.

DISCONTINUED SERVICE. The contractor shall discontinue collection service at any location as set forth in a written notice sent to him by the agency. Upon further notification by the agency, the contractor shall resume collection on the next regularly scheduled collection day.

ROUTES AND SCHEDULES. The contractor shall provide the agency with maps and schedules of residential collection routes and keep such information current at all times. It shall be the customer's responsibility to place his solid waste at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the contractor shall so notify each customer by newspaper or radio not less than two weeks before the change.

COMPLAINTS. All complaints shall be resolved within 24 hours. The contractor shall supply the agency with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for agency inspection at all times during business hours. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

NOTIFICATION. The contractor shall notify all customers of the schedules for collection. The city shall notify all custom-

ers about complaint procedures, rates, and regulations.

CONTRACTOR'S PERSONNEL.

1. The contractor shall assign a qualified person or persons to be in charge of his operations for the agency and shall give the name or names to the agency; information regarding experience shall also be furnished.
2. The agency has the right to require that the contractor's collection employees wear a clean uniform bearing the company's name.
3. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he is driving.
4. The agency may request the dismissal of any employee of the contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
5. The contractor shall provide operating and safety training for all personnel. At least one employee of each collection crew shall be trained in first aid, and each vehicle shall be equipped with a first aid kit.
6. Wages of all employees of the contractor shall equal or exceed the minimum hourly wages established by local, state, or federal governments (the maximum rate shall apply). The wages for each employee classification shall be provided to the cities in an attachment to the agreement.
7. No person shall be denied employment by the contractor for reasons of race, creed, or religion.

8. Employees of the contractor shall have the right to organize and affiliate with recognized labor unions and to engage in collective bargaining negotiations.

COMPLIANCE WITH LAWS. The contractor shall conduct operations under this agreement in compliance with all applicable laws.

PERFORMANCE BOND. The contractor shall furnish to the agency a performance bond for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the state and be in the penal sum of 25 percent of the first year's billing under this contract. Said bond shall indemnify the agency against any loss resulting from any failure of performance by the contractor, not exceeding, however, the penal sum of the bond.

IDEMNITY. The contractor hereby binds itself to indemnify and hold harmless the agency and the cities from all claims, demands, and/or actions, legal and/or equitable, arising from the contractor's operation of all disposal sites herein above described. Proof of such insurance shall be furnished by the contractor to the agency and the city by certificates of insurance, with a minimum cancellation time of thirty days, said time to commence after delivery of said notice to the directory of the agency and the city at the Floyd County Courthouse. The certificate shall specifically evidence the following forms of in-

urance protection:

Public liability insurance covering all operations performed by persons employed directly by the contractor, persons employed by a subcontractor or his employees, or by an independent contractor.

Motor vehicle bodily injury liability insurance and property damage liability insurance on all motor vehicles employed on the work, whether owned by the contractor or by other persons, firms, or corporations.

The minimum protection shall be as follows:

Public Liability Insurance	\$100,000/person
	\$300,000/accident
Motor Vehicle Bodily Injury Liability	\$100,000/person
	\$300,000/accident
Property Damage	\$ 50,000/accident

WORKMEN'S COMPENSATION. The contractor shall carry, with an insurance company authorized to transact business in the State of Iowa, a policy that fulfills all the requirements of the Workmen's Compensation Act of said State, including all legal requirements for occupational diseases,

ASSIGNMENT. No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the contractor without the express written consent of the agency;

in the event of any assignment, the assignee shall assume the liability of the contractor.

BANKRUPTCY. It is agreed that if the contractor is adjudged bankrupt, either voluntarily, then this agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

PERMITS AND LICENSES. The contractor shall obtain at his own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

ARBITRATION. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association.

STANDARD OF PERFORMANCE. If the contractor fails to collect materials herein specified for a period in excess of five (5) consecutive, scheduled, working days or fails to operate the system in a satisfactory manner, as described by the attached ordinances, for a similar period, the agency may move as follows (provided such failure is not due to war, insurrection, riot, Act

of God, or any other cause beyond the contractor's control):

1. at its option, after written notice to the contractor as provided hereinafter, take over and operate any or all of the contractor's equipment used in the performance of this agreement.

2. use and operate same itself until such matter is resolved and the contractor is again able to carry out his operation under this agreement. Any and all operating expenses incurred by the agency in so doing may be deducted by it from compensation to the contractor hereunder.

During such period, the liability of the agency to the contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed solely to the agency.

Provided, however, if the contractor is unable for any cause to resume performance at the end of 30 calendar days, all liability of the agency under this agreement to the contractor shall cease and the agency shall be free to negotiate with other contractors for the operation of said collection service. Such operation with another contract shall not release the contractor herein of his liability to the agency for such breach of this agreement. In the event that this contract is so negotiated with a new contractor or other contractors, third party liability of

the contractor herein shall terminate insofar as same arises from tortious conduct in operation of the collection service.

NUMBER OF COPIES. This agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

LAW TO GOVERN. This agreement shall be governed by the laws of the State of Iowa both as to interpretation and performance.

MODIFICATION. This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

RIGHT TO REQUIRE PERFORMANCE. The failure of the agency at any time to require performance by the contractor of any provisions hereof shall in no way affect the right of the agency thereafter to enforce same. Nor shall waiver by the agency of any breach of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

POINT OF CONTACT. All dealings, contact, etc. between the contractor and the agency shall be directed by the contractor to the director of the Floyd-Mitchell Solid Waste Management Agency.

ILLEGAL PROVISIONS. If any provision of the agreement shall

be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

NOTICE. A letter addressed and sent to certified United States mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this agreement.

EFFECTIVE. This agreement shall become effective, and the contractor shall begin collection of the solid wastes as covered herein on October 1, 1978.

(This agreement refers to 3-4.00 of the Code)

CITY POLICY OF MARBLE ROCK, IOWA

TITLE III - MENTAL AND PHYSICAL HEALTH

CHAPTER 4 - SOLID WASTES

ARTICLE 2

RATES

RATES. Solid waste pick up rates shall be charged at a monthly rate of \$6.50 per unit.

(This resolution refers to 3-3.00 of the code)

TITLE III - MENTAL AND PHYSICAL HEALTH

CHAPTER 5 - CIVIL DEFENSE

ARTICLE 1

DISASTER PLAN

DISASTER PLANNING. The city council shall adopt a comprehensive disaster plan every four (4) years in order to provide a guideline for emergency operation in the event of a disaster.

OFFICIAL GUIDELINE. The comprehensive disaster plan shall be the official guideline for emergency operations for the City of Marble Rock.

ADOPTION. The Marble Rock Comprehensive Plan is hereby adopted and shall be in full force and effect upon passage of this resolution.

COPIES ON FILE. Copies shall be on file in safe keeping in the offices of the city clerk, county civil defense office, county sheriff's office, and the public library. Copies shall be on file with the fire department.

SUPPLEMENT. The Marble Rock Comprehensive Disaster Plan shall be considered as a supplement to city policy and shall be used accordingly.

CITY POLICY OF MARBLE ROCK, IOWA

(Resolution 87-7 refers to 3-6.000 of the code

TITLE IV - EDUCATION AND CULTURE

CHAPTER 1 - LIBRARY

ARTICLE 1

LIBRARY TRUST FUND

ESTABLISHED. Upon the request of the Marble Rock Public Library Board, the city clerk is directed by this resolution to establish upon the books of accounts a Library General Trust Fund. The council may also, when the Marble Rock Public Library Board of Trustees in its annual budget requests, allow a sum to be transferred from the library services activity account of the general fund to the General Trust Fund towards building up of a reserve for maintaining of and books for the library. No money shall expended from this trust fund except upon an appropriation of the council to the library. The appropriations shall be expended only under authorizations of the Library Board of Trustees and only for the purposes set forth in this resolution for the library.

TRANSFER. The city clerk is hereby directed to place (\$350.00) in the Library General Trust Fund, resulting from income not expected in FY 1977-1978.

(Resolution 78-13 refers to 4-1.000 in the code)

TITLE VI - COMMUNITY DEVELOPMENT AND ENVIRONMENT

ARTICLE 1

DECLARING A NEED FOR A HOUSING AUTHORITY

NEED. The city council hereby determines, finds, and declares that:

1. Unsanitary and/or unsafe dwelling accommodations exist in the city.
2. There is a shortage of safe and/or sanitary dwelling accommodations in the city available to elderly persons and families of low income at rentals they can afford.
3. There is a need for a housing authority to function in the city.
4. The city does therefore find a definite need to join with other cities pursuant to Chapter 28E of the 1977 Code of Iowa as amended in North Iowa for the purpose of creating a multi-county housing authority that can command the resources necessary to develop housing in the city.
5. The city council does hereby approve of the city joining together with other cities and counties in the North Iowa area to create the North Iowa Regional Housing Authority which may exercise any power, privilege, or authority authorized by the Iowa Constitution or statute or charter which a housing authority duly designated solely as the Housing authority of Marble Rock or a community might enjoy, but never beyond the limitation of such. Powers, privileges, or au-

thority for the purpose of the development and management of housing in the city.

6. the shortage of safe and sanitary dwelling accommodations in the city compels that this resolution become effective without delay, and therefore the same shall take effect and be in force immediately upon its adoption.

APPOINTMENT. The city council appoints one (1) person hereinafter named to serve as commissioner of the North Iowa Regional Housing Authority representing the city and to serve for the number of years appearing after his name, respectively, from the first day of July, 1978.

AUTHORITY. The city council delegates all powers, privileges, and authority authorized by the Iowa Constitution or Statute for housing authority to the North Iowa Regional Housing Authority with the exception of any contract that it may presently have with the federal government. The city specifically retains the liabilities and obligations of any existing or executory contract, if any, and further states that this resolution shall not abrogate any such existing and executory contract.

(Resolutions 78-19A and 78-19B refer to Title VI of the code)

CITY POLICY OF MARBLE ROCK, IOWA

TITLE VI - COMMUNITY DEVELOPMENT AND ENVIRONMENT

CHAPTER 1 - WATER SERVICE

ARTICLE 1

EXCAVATION AND INSTALLATION REQUIREMENTS

SAFETY. Adequate barricades and warning lights shall be so placed as to protect the public from hazard by the property owner or plumber.

PASSAGE. Streets and alleys shall be opened in the manner which will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter on the street.

TRENCHES. Trenches shall be sufficient width to permit proper installation of pipe. Where trenches are excavated to a depth such that the bottom of the trench does not form the bed for the pipe, the trench shall be backfilled to grade with sand or fine gravel placed in layers of six-inch maximum depth and compacted after each placement. The pipe shall not be supported on blocks to grade. Care shall be exercised to see that the pipe does not rest on rock at any point. Until the crown of the pipe is covered by at least two feet of sand, considerable care shall be exercised in backfilling trenches. Sand shall be carefully placed in the trench in six inch layers and stamped in place.

RESTORED. Street, sidewalks, parkways, and other city property disturbed in the course of the work shall be restored in a manner satisfactory to the city, at the expense of the property owner.

UNFINISHED. Should any excavation in any street or alley be left open or unfinished for a period of twenty-four hours or should the work be improperly done, the superintendent shall have the right to finish or correct such work and the expense shall be charged to the property owner.

(Resolution 80-4 refers to 6-1.0109 of the code)

ARTICLE 2

SPECIFICATIONS FOR MATERIAL USED

SPECIFICATIONS. The city council directs that the following specifications for materials used in the water system be adopted:

Water Service Lines

Copper Pipe	Type K Copper
Cast Iron Pipe	Class 200 200 P.S.I. 462 Ft. Hd. Class 250 250 P.S.I. 577 Ft. Hd. A.W.W.A. 1908 Standard 173 P.S.I.
Plastic Pipe	Polyethylene Type I.P.E. 385 P.S.I.

Water Mains

Cast Iron Pipe	Class 250 250 P.S.I. 577 Ft. Hd.
Plastic Pipe	Polyethylene Type I.P.E. 385 P.S.I. Polyethylene Type III High Density (P.E.) 600 P.S.I.

Pipe must be laid sufficiently waving and to such depth as to prevent rupture from settline or freezing.

(Resolution 80-8 refers to 6-1.0121 of the code)

TITLE VI - COMMUNITY DEVELOPMENT AND ENVIRONMENT

CHAPTER 1 - WATER SERVICE

ARTICLE 3

WATER SHUT-OFF POLICY

PURPOSE. The purpose of this resolution is to establish policy concerning delinquent water accounts, the collection of such accounts, and to provide for shut-off of service.

DELINQUENT ACCOUNTS. Water bills become delinquent on the twenty-first (21st) of each month, at which time a 5% penalty is added. On the twenty-fifth (25th) of each month, a delinquent letter sent to each delinquent account. The delinquent letter will state that the total amount is due no later than the day of the next regularly scheduled council meeting.

PARTIAL PAYMENT OF DELINQUENT ACCOUNTS. Any person(s) making partial payments on delinquent accounts must appear at the next council meeting to explain why partial payment was made.

FINANCIAL DIFFICULTY. In cases of financial difficulty, the council will allow persons with delinquent accounts to appear at a council meeting to make special arrangements. An individual must appear in person before the council, as a letter will only be accepted in cases of illness or extreme hardship.

SERVICE SHUT-OFF. Service shall be shut off under the following conditions:

1. If a delinquent bill is not paid by the next regularly scheduled council meeting following receipt of a delinquent letter, service shall be shut off on the day immediately following said council meeting.

2. If a person(s) making partial payment on a delinquent account does not appear at the next regularly scheduled council meeting, the account shall be deemed delinquent, and water shall be shut off on the day immediately following said council meeting.

(Resolutions 83-38, 85-1 refer to 6-1.0100 of code)

CITY POLICY OF MARBLE ROCK, IOWA

TITLE VI - COMMUNITY DEVELOPMENT AND ENVIRONMENT

CHAPTER 7 - CEMETERIES

ARTICLE 1

AGREEMENT

FUNDS. The City of Marble Rock and the Hillside Cemetery Association shall enter into agreement. Therefore, the city will annually appropriate and pay the sum of \$350.00 to the association, said funds to be used by the association for the care and maintenance of the Hillside Cemetery grounds and for no other purpose.

MAINTENANCE. The association agrees to properly maintain the Hillside Cemetery grounds, said care and maintenance to include seasonably and as often as necessary each year keeping grass properly cut and trees and shrubbery trimmed and preserving in good order the surface of the ground, roadway, walks, and terraces in and around the Hillside Cemetery.

CANCELLATION. This agreement may be cancelled by either party upon thirty (30) days written notice mailed to the other party at its last known address.

(Resolution 82-24 refers to 6-8.0100 of the code)