



COMMITTEE OF THE WHOLE AGENDA
CITY HALL, COUNCIL CHAMBERS, 24 N CENTER STREET
APRIL 5, 2010, 5:30 p.m.

NOTICE TO PUBLIC: As a reminder, the items presented on this COMMITTEE OF THE WHOLE AGENDA are for review and discussion purposes only. No formal action will be taken, although Staff may be given direction. Items requiring Council action will be presented at a future Council meeting.

The Mayor and City Council welcome comment from the public during discussion. The public is reminded to turn off cell phones. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor Gene Beach

PLEDGE OF ALLEGIANCE

ROLL CALL: William Backoff, Marla Grabenbauer, Al Hoop, Andrea Maxwell, Robert Schubert, Bob Wenner, and Bethany Wirin.

CONSENT ITEMS: Items on the consent agenda will not be discussed unless a request is made.

- 1 March 15 and March 22 Council Minutes
- 2 Receipt of February, 2010, Building Report
- 3 Receipt of Senior Citizen Treasurer Report of 3/11/2010 and Minutes of 2/11/2010
- 4 Reappoint Steven Klobberdanz to the Civil Service Commission, term expires 4/2/2014; Brian Maxwell and Jay Carollo to Plan & Zoning Commission terms expire 4/1/2015. Appointed Heather Korte to the Human Rights Commission, term expires April 1, 2013.
- 5 February 2010 Financial Report
- 6 New Liquor Licenses:
 - a) Abarrotes Villachuato, LLC, 31 N 1st Avenue – changing from LC to BC
 - b) Homerun Concessions: Class C Beer, Softball Complex
 - c) Blessing of the Bikes/Brick's Outdoor Service, April 24 9:00 am through 2:00 am April 25.
- 7 Renewal Liquor Licenses: Headliner Salon Spa Gifts; Grocery Y Tortilleria Gaytan, The Spot, JB Bar

DISCUSSION ITEMS:

- 8 Child Abuse Prevention Report, Jana Enfield
- 9 Sewer Rehabilitation Project Manager
- 10 Recommendations for Contract City Attorney Services
 - a) 28E Agreement with County for traffic and simple misdemeanor prosecution
 - b) Curt Ward proposal for other attorney services
- 11 28E / Memorandum of Understanding with U.S. Dept of Veterans Affairs for Emergency Police Response for the Community Based Outpatient Clinic.
- 12 Investment Policy Revisions
- 13 Metal roof fasteners Ordinance amendment
- 14 Street light add Greenfield Drive cul-de-sac
- 15 Decorative lighting quotes for Center Street sewer improvement project
- 16 Purchase of DuraPatch 6000 gallon Oil Tank for \$46,600.00
- 17 Approving Engineer's Statement of Completion – West Merle Hibbs Blvd Division 1 and 2A Project
- 18 Change order 3 for library reuse



- 19 Resolution Ordering Construction of the Marshalltown Municipal Airport Hangar Apron Rehabilitation, Setting Public Hearing on Proposed Plans, specifications, form of contract and estimated cost and directing publication of notice to bidders, Project No. 77009014
- 20 Resolution Adopting the Disadvantaged Business Enterprise Program for the Hangar Access Taxiway Improvements, Marshalltown Airport, Project Number 77009014
- 21 Approving fees charged by the Zoning Department of City of Marshalltown
- 22 PUBLIC COMMENT

ADJOURNMENT

SPECIAL COUNCIL MEETING – CLOSED SESSION

Council Proceedings
Special Council Meeting
March 15, 2010

A Special meeting of the Marshalltown City Council was convened on March 15, 2010, following the Committee of the Whole Meeting in the Council Chambers at City Hall. Mayor Beach called the meeting to order at 6:40 PM. ROLL CALL: Present – Backoff, Grabenbauer, Hoop, Maxwell, Schubert, Wenner, Wirin.

Schubert moved to enter into CLOSED SESSION Pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property; and pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Wenner. Motion carried 7-0.

Wenner moved to adjourn closed session and enter into open session, second by Backoff. Motion carried 7-0. The meeting promptly adjourned at 7:48 PM without further discussion.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Council Proceedings
March 22, 2010

The Marshalltown City Council met in regular session on March 22, 2010, at 5:30 PM in the Council Chambers at City Hall. Mayor Beach called the meeting to order and led the Pledge of Allegiance. ROLL CALL: Present – Backoff, Grabenbauer, Hoop, Maxwell, Schubert, Wenner and Wirin.

Schubert moved to approve the agenda, second by Maxwell. Motion approved 7-0.

Wenner moved to approve the consent agenda items: Approve Council Minutes of March 8, 2010; Approve Bill List in the amount of \$915,050.37; Resolution 2010-034 Approving Contract and Bond for Construction of the 2010 Water Pollution Control Plant Painting Project with Mongan Painting Co., Inc., of \$73,969.00; Resolution 2010-035 Approving Change Orders totaling \$8,943.00 for Carnegie Building Rehabilitation project 22007001A: Garling Construction CP-01.1 and CP-01.2 \$5326.00; Artisan Ceiling Systems CP-04.1 \$1570.00; Wes Jarnagin, Inc., CP-06.1 \$731.00; Nikkel & Associates, Inc., CP-08.2 \$1316.00; Resolution 2010-036 Accepting Quit Claim Deed Regarding South Pointe 2nd Addition Streets, Jackie Terrace and Carson Drive; Street Light Resolutions 2010-037A and 2010-037B approving elimination of illuminations at the SW corner of 9th Avenue and Woodbury Street; 10 block N Center Street, 10 block of S Center Street and 100 block of S Center Street; Liquor Licenses: New: Kruse Motor Sports, Central Iowa Fairgrounds; Renewals: Fareway; Vaughn's Pub; Jiffy; Elmwood Country Club; Brewster's; Tremont; second by Wirin. Motion approved 7-0.

REPORTS:

An Appliance and Scrap Metal Cleanup is scheduled for April 3 at the Compost Facility.

Hoop directed staff to draft an ordinance to amend the provision prohibiting exposed fasteners on metal roofs, second by Schubert. City Planner Troskey presented language on the overhead revising the prohibition and the council will discuss the proposed ordinance at the next Committee of the Whole meeting. Jon Boston, member of the Plan Zoning commission and Housing and Community Development Director Michelle Spohnheimer reviewed the history behind the metal roof issue when first allowed in commercial districts in 2003. Boston suggested metal roofs with exposed metal fasteners fail earlier due to the shrink and expansion of metal in Iowa's climate. Wirin agreed with the recommendation made by Plan Zoning regarding aesthetics and possible property maintenance issues. Schubert and Maxwell disagreed with Wirin. Hoop and Wenner encouraged the change to improve the perception that it is difficult to do business in Marshalltown. The council agreed that corrugated galvanized "agricultural style" roofing products are not acceptable roof coverings in residential areas. Spohnheimer explained the Site Plan Review Board reviews exceptions. The motion was approved 6-1, with Wirin dissenting.

Backoff moved to approve the Class C Liquor License for Rushton & Sons, LLC, pending dram certification, second by Schubert. Merrill Swartz, attorney representing Ricky Rushton, was present to answer questions regarding a new liquor license for Memories, 1010 W Lincoln Way, and the applicant being Rushton & Sons LLC. Swartz explained he assisted Rushton with the on-line State Alcohol application and due to failure to proofread the application, the application mistakenly noted he had not been convicted of a felony, although the criminal history was complete and included the 1991 felony conviction and the 2001 failure to register as a sex offender conviction. Felons are barred from having an interest in a state liquor license. The application included a copy of Governor Vilsack's Executive Order restoring the citizenship and voting rights of the applicant, as the applicant was discharged from probation on the felony charge; however, the Executive Order is not a pardon or forgiveness of guilt. As the convictions are nearing 20 and 10 years old, the council discussed the propensity of the applicant, Ricky Rushton, to follow rules and regulations should a liquor license be issued, referred to as "good moral character" in Chapter 123 of the State of Iowa Code. The letter from Rushton, dated March 17, 2010, and made a part of the application for the council to consider, included the following statement "I understand that a good faith mistake of fact as to the victim's age is not a defense to the crime nor should it be." Chief of Police Jack McAllister noted that statement conflicted with facts of the officers' report from

Council Proceedings
March 22, 2010

1991, as the perpetrator did know the victim's age and the Police Chief stated concern with the applicant's ability to follow rules. City Attorney Nowadzky instructed the council to consider only whether the applicant will comply with the law in the future. Motion carried 5-2, with Grabenbauer and Wirin dissenting.

RESOLUTIONS:

PUBLIC HEARING

Mayor Beach declared the public hearing open for the Budget and Tax Levy Amendment for FYE 6/30/2010. City Finance Director Stansberry informed the council the amendment was due to the Lead Abatement program. There were no questions, or any written comments either for or against the budget amendment. Mayor Beach declared the public hearing closed. Wenner moved to adopt Resolution 2010-038 adopting the Amendment for the FY 2009-2010 Budget and Tax Levy, second by Backoff. Resolution adopted 7-0.

ORDINANCES:

Wenner moved to adopt the second reading of Ordinance 14871 Creating the Zoning Ordinance of 2010 and Repealing the Zoning Ordinance of 1998, second by Wirin. Second reading adopted 7-0.

Maxwell moved to adopt the first reading of Ordinance 14872 Relating to Dogs in a City Dog Park, second by Wenner. First reading adopted 7-0.

PUBLIC COMMENTS:

An unidentified citizen had several questions of Public Works Director Lynn Couch regarding street maintenance, with the median along South Center Street being State of Iowa responsibility, and street sweeping activities will begin as pothole filling subsidies. Several streets are deteriorated and will result in a diminished overlay project.

ADJOURNMENT:

The council promptly adjourned at 6:26 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Gene L. Beach, Mayor

Shari L. Coughenour, CMC, City Clerk

**MINUTES OF THE BOARD OF DIRECTORS
SENIOR CITIZENS CENTER
February 11, 2010**

CALL TO ORDER: President Hornberg

ABSENT: Auringer

MINUTES: Of the February meeting were presented by the Secretary. Motion to Accept by Arney, Seconded by Gile.

TREASURER'S REPORT: John Fink presented his report as of this date showing Total Expenses Up 61% and Cash On Hand up 4% from the same month the previous year. Discussion was held about moving the CD's for more interest. Motion for Approval by Miller, seconded by Arney.

BILLS PRESENTED FOR PAYMENT: Totaled \$1809.76

City of M'town	\$ 501.95	Director's Salary	\$1230.00
Pest Control	27.82		
Broadband Internet	49.99		

Motion by Arney, seconded by Haney to pay the bills as listed.
Motion carried.

COMMITTEE REPORTS:

Card List/Kathy—Thank You's sent for donations in January —
Martin & Cheryl Harris, Frances Hildebrand, Mary Elsberry,
Ben & Pat Hornberg, Don Searle, Vern Middleton, Edith Pothast,
Bob & Joan Stevens, Lorraine Pille, Thursday Birthday Club for
Mildred Heckert
Memorials for Toni Kelly, Eleanor Buck , Dr. David Collison

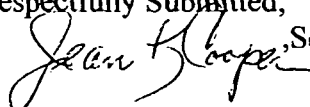
Bldg/Gile—Furnace pipes defrosted..

Director (Kathy)—We need to create an HF2027 report for Bingo to give to Senator Smith.
I have a pamphlet on information about a Cookbook Kit for ideas.
We will be receiving \$6000 for the year 2010 from United Way.
We received our Annual Inspection from the City this week—
Comments included placing an OCCUPANCY SIGN on our
Door and installing fire extinguishers for a safe kitchen.
We will be receiving more computers from Emerson.

NEW BUSINESS—Contracts need to be signed for the United Way funds.

OLD BUSINESS--None

ADJOURN—Motion by Gile, seconded by Haney. Carried.

Respectfully Submitted,
 Sec.

SENIOR CITIZENS CENTER, INC.
20 EAST STATE STREET
MARSHALLTOWN, IOWA 50158

TREASURER'S REPORT AS OF MARCH 11, 2010

CHECKING ACCOUNT #2985377437 LAST REPORT 02-11-2010 \$4,893.59

DEPOSITS:

02-04-10 BRIDGE	\$40.00	
02-04-10 DONATION	\$50.00	
02-04-10 CRAFTS	\$30.00	
02-17-10 CRAFTS	\$20.00	
02-17-10 DONATION	\$140.00	
02-24-10 DONATION	\$25.00	
02-24-10 BINGO	<u>\$400.00</u>	
		\$705.00

CHECKS WRITTEN:

02-12-10 CK. #2312	KATHY WALTERMIRE	\$1,230.00	
02-16-10 CK. #2313	PREFERRED PEST MGMT	\$27.82	
02-17-10 CK. #2314	CITY OF MARSHALLTOWN	\$501.95	
02-17-10 CK. #2315	DYNAMIC BROADBAND	<u>\$49.99</u>	
			\$1,809.76

BALANCE CHECKING ACCOUNT: \$3,788.83



JOHN FINK, TREASURER

SENIOR CITIZENS CENTER, INC.
20 EAST STATE STREET
MARSHALLTOWN, IOWA 50158

TREASURER'S REPORT AS OF MARCH 11, 2010

US BANK		
CHECKING ACCOUNT (Activity Fund) Acct 0 029 8412 7643 February 8, 2010:		\$153.25
Monthly Deposits - Activities	\$641.15	
Transfer from Savings	\$0.00	
Print Calendars	\$0.00	
Monthly Checks - Supplies	<u>(\$589.80)</u>	
Net Change in Account		<u>\$51.35</u>
Account Balance March 4, 2010		\$204.60
US BANK		
CHECKING ACCOUNT (Tax/Bingo Fund) Acct 0 029 8537 7411 February 4, 2010:		\$322.14
Monthly Deposits - Bingo Cards	\$531.25	
Monthly Checks- Bingo prizes/taxes	(\$44.96)	
Transfer to General Checking Acct	<u>(\$400.00)</u>	
Net Change in Account		<u>\$86.29</u>
Account Balance March 3, 2010		\$408.43

SENIOR CITIZENS CENTER, INC.
20 EAST STATE STREET
MARSHALLTOWN, IOWA 50158
MARCH 11, 2010

SAVINGS ACCOUNT: US BANK #2988330482:

BALANCE 02-11-10	\$11,251.63
TRANSFER TO CHECKING	\$0.00
INTEREST	<u>\$0.08</u>
BALANCE 03-11-10	\$11,251.71

SAVINGS ACCT: HOME FEDERAL

BALANCE 02-11-10	\$20,387.45
TRANSFER TO CHECKING ACCOUNT	\$0.00
FRIENDS OF SENIOR CITIZENS	\$1,685.00
INTEREST	\$261.20
PRINTING OF 2009 CALENDARS	\$0.00
CALENDAR SALES	<u>\$156.00</u>
BALANCE 03-11-10	\$22,489.65

	<u>% RATE</u>	<u>MATURITY</u>	<u>AMOUNT</u>
CERTIFICATES OF DEPOSIT:			
HOME FEDERAL SAVINGS BANK #09-61048567	0.40	04-06-10	\$11,213.84
HOME FEDERAL SAVINGS BANK #09-01050400	1.50	07-18-11	\$30,000.00
HOME FEDERAL SAVINGS BANK #09-00022336	0.40	03-09-10	<u>\$10,650.50</u>
TOTAL CD'S			<u>\$51,864.34</u>
TOTAL CASH ON HAND 03-11-10			\$90,007.56

SENIOR CITIZENS CENTER, INC.
 20 EAST STATE STREET
 MARSHALLTOWN, IOWA 50158

TREASURER'S REPORT AS OF MARCH 11, 2010

COMPARATIVE INCOME STATEMENT

	<u>2009 - 2010</u>	<u>2008 - 2009</u>
CASH ON HAND 07-09-09	\$82,642.18	\$82,853.00
INCOME:		
BINGO	\$6,284.29	\$3,225.00
SPECIAL EVENTS	\$1,773.95	\$3,570.50
DONATIONS	\$10,237.24	\$7,240.76
CALENDAR SALES	\$2,644.00	\$2,628.36
CALENDAR ADVERTISING	\$0.00	\$300.00
ACTIVITIES	\$8,492.29	\$0.00
MODERN WOODSMAN	\$0.00	\$0.00
POOL FUND TRANSFER	\$0.00	\$0.00
WALMART	\$0.00	\$0.00
UNITED WAY	\$4,365.00	\$3,000.00
UNITED WAY STORY CO.	\$0.00	\$0.00
WELLS FARGO	\$0.00	\$0.00
FRIENDS OF SENIOR CITIZENS	\$1,785.00	\$2,560.00
INTEREST	<u>\$812.64</u>	<u>\$758.51</u>
TOTAL INCOME	\$36,394.41	\$23,283.13
EXPENSES:		
CITY - TELEPHONE	\$225.23	\$302.57
- SANITATION	\$518.00	\$666.00
- RENT	\$3,200.00	\$3,200.00
- OTHER	\$0.00	\$0.00
SALARY - DIRECTOR	\$9,440.00	\$9,090.00
CABLE / INTERNET	\$399.92	\$0.00
REPAIRS & SUPPLIES	\$8,944.95	\$335.43
BINGO PRIZES/TAXES	\$2,075.86	\$0.00
AUDIT EXPENSE	\$1,985.00	\$0.00
JANITORIAL	\$0.00	\$468.63
CALENDAR EXPENSE	\$2,161.65	\$1,810.00
INSURANCE	(\$198.00)	\$2,372.00
MISCELLANEOUS	<u>\$276.42</u>	<u>\$221.00</u>
TOTAL EXPENSES	\$29,029.03	\$18,465.63
NET INCOME (LOSS)	\$7,365.38	\$4,817.50
CASH ON HAND 03-11-10	\$90,007.56	\$87,670.50

RESOLUTION APPROVING EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN, IOWA
AND MICHAEL FIELDS FOR THE POSITION OF
SANITARY SEWER OVERFLOW PROJECT MANAGER

WHEREAS the City of Marshalltown, Iowa has negotiated an Employment Agreement with Michael Fields, for the position of Sanitary Sewer Overflow (SSO) Project Manager; and

WHEREAS said Employment Agreement is in the best interest of the City and should be approved by the Council of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The attached proposed Employment Agreement between the City of Marshalltown, Iowa and Michael Fields, for the position of Sanitary Sewer Overflow (SSO) Project Manager is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said Employment Agreement on behalf of the City of Marshalltown, Iowa.

Section 3. This Employment Agreement shall be in full force and effect from and after its execution by all parties, as required by law.

Passed this 12th day of April 2010, and signed this 14th day of April 2010.

CITY OF MARSHALLTOWN

BY: _____
Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 14th day of April, 2010, by and between the CITY OF MARSHALLTOWN, IOWA, a municipal corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as "Employer" and Michael Fields, hereinafter referred to as "Employee," and both hereinafter referred as a "Party" or "Parties" as follows:

1. Employer agrees to hire Employee as the Sanitary Sewer Overflow (SSO) Project Manager for the City of Marshalltown, Iowa, and Employee agrees to become so employed upon the terms and conditions set forth herein.

2. Employee will perform the functions and duties of Sanitary Sewer Overflow (SSO) Project Manager as set forth in the City of Marshalltown's Project Manager job description and its applicable ordinances, which Employer has seen and reviewed, and to perform other legally permissible and proper duties and functions as the City Administrator may from time to time assign.

3. **BASE RATE OF PAY.** Employee's hourly rate of pay shall be \$46.75 per hour and will be paid on the same periodic basis as used to compensate other employees generally.

4. PERFORMANCE.

A. Employee agrees that during the term of his employment that he will faithfully, diligently and to the utmost of his ability; performs his duties and responsibilities as required by Employer.

B. The Public Works Director shall review and evaluate the performance of the Employee at the end of each calendar year.

C. Periodically, the Public Works Director shall define goals and performance objectives, which he/she determine necessary for the proper operation of the SSO Rehabilitation Program and Council's policy objectives, and shall establish a relative priority among those various goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

5. TERM OF EMPLOYMENT.

A. The Employee shall not serve a probationary period since he has dedicated 35 years of service to the City prior to retiring in 2010.

B. Employer shall employ Employee for a period of one year – seven months which period shall commence June 1, 2010 and end December 31, 2011. The Employee shall work between 1000 and 1200 hours a year, unless mutually agreed upon by both parties.

C. The Employee agrees to remain in the exclusive employment of Employer and to neither accept other employment nor become employed by any other employer.

D. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off.

E. Negotiations to renew this Agreement shall commence 6 months prior to its expiration. Whether to renew represents a discretionary function of the City. If the Agreement is not renewed and is allowed to expire, no severance pay will be due the Employee.

6. TERMINATIONS AND SEVERANCE PAY.

A. Employer may only terminate Employee based upon good cause. In the event Employee is terminated by the Council during employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee a maximum payment equal to 1000 work hours, as severance pay, payable on regular salary payment dates, and to continue regular benefits during this period; provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, for gross misconduct, serious violations of instructions by Employee, or for gross or intentional failure of Employee to perform the terms of this Agreement, then, in any of these events, Employer shall have no obligation to pay the severance sum designated in this paragraph.

B. If Employer at any time during the employment term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice to comply with any other provisions of this Agreement benefiting Employee, or Employee resigns following a suggestion, either formal or informal by the City Council that he resign, then in that event, Employee may, at his option, be deemed to be terminated as of the date of such reduction or such refusal to comply, and the Employee shall be entitled to receive termination benefits set forth above.

C. If Employee voluntarily resigns his position with Employer during the term of his employment, then Employee shall give Employer 2 months' written notice in advance, unless the Parties otherwise agree. No severance pay will be due Employee.

D. Notice of termination of employment of Employee by Employer shall be in writing at least 30 days prior to the effective date of said termination. In the event of termination for cause as set out in paragraph 6A above, written notice shall be sent 7 days prior to the effective date of termination.

E. Upon termination of this Agreement for any reason, Employee shall deliver to Employer all documents, papers, letters, contracts, agreements, computer files, computers, cell phones, credit cards, or other things relating to his employment, as a prerequisite to a final settlement between the Parties hereto.

7. VEHICLE. The Employee shall furnish his own vehicle and be reimbursed for miles driven in performing his job for the Employer. The Employee is responsible for purchase, operation, maintenance, repair, insurance, and replacement costs of said vehicle. The Employee will be reimbursed for mileage at the rate set forth by the State of Iowa.

8. HOLIDAY PAY.

Employee shall be entitled to 4 Employer recognized 8 hour-paid holidays; Fourth of July, Labor Day, Thanksgiving and Christmas Day.

9. HEALTH INSURANCE.

A. Employer shall provide the same group health, medical, and dental insurance coverage as other general employees of Employer for Employee and his eligible dependents on a cost share 50%- 50% as afforded him as a retiree.

B. Upon Termination, the Employer will continue the Employee's coverage as a retired City Employee as covered prior to re-employment with the City, with the City paying 50 % of the Cost of Insurance.

C. The Employer will provide payroll deduction of the Employee's 50% health insurance premium.

10. RETIREMENT.

Employee shall be a participant in the Iowa Public Employees Retirement System (IPERS). The Employer and Employee shall contribute to the fund in the same manner as required by law for all other similarly situated municipal employees and employers participating in IPERS.

11. DUES AND SUBSCRIPTIONS. Employer shall budget and pay the professional dues and subscriptions for Employee, which are necessary for Employee's continued participation in national, regional, state, and local associations, and desirable for his continued professional participation, growth, and advancement and for the good of the Employer. Such payments shall be approved by the City Council as part of the annual budget process.

12. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort or demand as provided in section 670.8, Code of Iowa.

13. BONDING. Employer shall bear the full costs of any fidelity or other bonds required of the Employee under any law, if any.

14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Administrator in consultation with the SSO Project Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law.

15. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

A. Employer: City Administrator, City of Marshalltown, City Hall,
24 North Center Street, Marshalltown, IA 50158

B. Employee: Michael Fields, 509 Craig Cir.,
Marshalltown, IA 50158

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

16. GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. This Agreement shall become effective April 14, 2010.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. In the event Employee ceases being employed by Employer it is understood that employees and officers of Employer may answer and respond to inquiries about Employee. However, it is understood between Employer and Employee that any such other communications or contracts are beyond the scope of the service or employment of such officers or employees and they shall be individually liable for any claim for damages resulting there from.

IN WITNESS WHEREOF, the City of Marshalltown, Iowa, has caused this Agreement to be signed by its Mayor and attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employer:

Employee:

BY: _____
GENE L. BEACH, MAYOR

MICHAEL FIELDS

DATE: _____

DATE: _____

ATTEST:

Shari L. Coughenour, City Clerk

MEMO

Memo To: Mayor and City Council
Memo From: Dick Hierstein, City Administrator
Subject: Attorney Recommendations
Date: March 31, 2010

Andrea Maxwell and I have reviewed the statements of interest and qualifications from attorneys to undertake the legal services for the City. We agree that the services should be split between prosecution of offenses and general representation of the City.

A proposal from the County Attorney's Office for prosecution services is recommended. The cost of the services will be \$10,000 per year. At the end of the initial two-year period, a review can be conducted to determine if adjustment to the contract amount is needed. The County Attorney's Office is very well experienced in prosecution and is well accepted by our police officers.

A proposal for general City Attorney service was received from Ward and Robertson. Curt Ward has represented the cities of State Center, LeGrand and Liscomb for the past ten years. He also represents the Waste Management Commission of Marshall County. We believe that Curt Ward is a very capable attorney for providing the general City Attorney services needed by the city. His hourly rate for services is \$175.

Since there is no action taken at Committee of the Whole meetings, there is no need to have an attorney present. Any legal questions that might arise at Committee meetings can be answered prior to or at the Council meeting. We will therefore eliminate the presence of the City Attorney at such sessions to help us assure that we optimize savings to the City through the changes from a fulltime City Attorney.

I recommend that the attached agreement for prosecution services with the County Attorney's office and the designation of Curt Ward as contract City Attorney be approved.

RESOLUTION APPROVING A 28E AGREEMENT, BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND MARSHALL COUNTY, IOWA, REGARDING ATTORNEY SERVICES FOR PROSECUTION OF TRAFFIC AND SIMPLE MISDEMEANOR OFFENSES BROUGHT UNDER MARSHALLTOWN CITY CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a 28E Agreement, with Marshall County, Iowa, regarding Attorney Services for prosecution of traffic or other misdemeanor provisions of the City Code; and

WHEREAS the City Council of Marshalltown finds that this Agreement, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the attached 28E Agreement, with Marshall County, Iowa, regarding Attorney Services for prosecution of traffic or other misdemeanor provisions of the City Code is hereby approved in all respects and particulars.

Section 2. The Agreement shall remain in effect until participation in this Agreement is terminated by either party by written notice.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Agreement with the Secretary of State.

Passed this 12th day of April, 2010, and signed this __ day of April, 2010.

CITY OF MARSHALLTOWN, IOWA

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**28E AGREEMENT BETWEEN MARSHALLTOWN, IOWA AND
MARSHALL COUNTY, IOWA, FOR PROSECUTION OF
TRAFFIC AND SIMPLE MISDEMEANOR OFFENSES
BROUGHT UNDER MARSHALLTOWN CITY CODE**

This Agreement is made and entered into as of the dates of signature of the respective parties which appear at the end of this document between the City of Marshalltown, Iowa (“City”) and Marshall County, Iowa (“County”).

WITNESSETH:

ARTICLE I

SCOPE OF AGREEMENT

Pursuant to the provisions of Chapter 28E of the Code of Iowa the City hereby vests the County with De Jure authority to prosecute persons charged with violating traffic or other simple misdemeanor provisions of the City Code and the County agrees to prosecute such offenses according to the terms of this agreement. This agreement shall not pertain to any civil infractions or other cases which do not allow for imposition of a criminal sanction upon conviction.

ARTICLE II

DURATION

This agreement shall become effective on the date it is accepted and executed by both the City of Marshalltown and Marshall County, filed with the Marshall County Recorder and filed with the Iowa Secretary of State. The duration of this Agreement shall be perpetual, unless terminated or dissolved by either party effective upon ninety days advanced written notice delivered to the other party.

ARTICLE III

PURPOSE

The purpose of the Agreement is to avoid the duplication of time and effort of having representatives of both the City Attorney’s Office and the County Attorney’s Office present in criminal court proceedings.

ARTICLE IV

POWERS AND DUTIES

Section 1. Powers. The County shall have the power to prosecute, settle by plea agreement or dismiss such charges brought in the name of the City, and to enforce the terms of agreement or terms of judgment entry, including issuance of subpoenas and bringing contempt of court actions on behalf of the City.

Section 2. Duties. The County shall account to the City for the disposition of such charges upon request by the City, but not less than quarterly.

Section 3. Waiver of Objections Based on Conflict Of Interest. The City of Marshalltown has been fully informed of the potential conflict of interest which may arise from the Marshall County Attorney's involvement in prosecution of charges brought under both city and state laws and hereby waives any objection to this agreement which might arise by virtue of any conflict of interest. The City Attorney shall have the right to appear in any case in which it believes Marshall County has a conflict of interest, in which case Marshall County shall withdraw from that case.

Section 4. Marshall County's Right To Withdraw. If at any point, on any case and for any reason, the County Attorney concludes there is a conflict of interest, the County Attorney shall promptly notify the City Attorney of its intent to withdraw from the case and the City Attorney shall appear in that case.

Section 5. Confidential Information. Nothing in this agreement shall be construed to obligate either Marshalltown or Marshall County to provide to the other party any information it deems confidential. However, refusal by the City of Marshalltown to provide information requested by Marshall County on the basis of confidentiality shall justify Marshall County's immediate decision to withdraw from further prosecution in that case.

Section 6. Sole Discretion of County Attorney. The Marshall County Attorney shall exercise their sole discretion in the determination of how to dispose of cases under this agreement in the interests of justice, following standardized practices with respect to amending charges, dismissing charges, or making sentencing or plea recommendations except under extraordinary circumstance. Identical state charges will not be substituted for pending city charges unless the jurisdictional facts are an issue in the case.

Section 7. County Attorney Not Legal Advisor to City. Nothing in this agreement shall be construed as requiring the Marshall County Attorney to act as advisor to the City, any of its departments, employees or agents.

ARTICLE V

FINANCING

Section 1. Annual Fee. The City shall compensate the County the sum of \$10,000.00 per year for the provision of the foregoing services, to be paid not less than quarterly. In the event of termination of the agreement, then a pro rata portion of the annual amount shall be due for the period ending upon termination.

Section 2. Additional Costs. The City shall promptly reimburse Marshall County for serving documents, issuing subpoenas, paying court costs, witness fees or other expenses directly related to prosecution of cases under this agreement. Marshalltown Police Officers shall be used whenever practical to serve subpoenas or other processes in cases under this agreement. The City shall provide any forms, City letterhead or other documents necessitated by this agreement.

ARTICLE IX

AMENDMENT OF AGREEMENT

Amendment of the Agreement shall be by the same procedures by which the Agreement was approved and executed; provided, however, that this Agreement shall never be amended in any way so as to adversely affect the interests of any defendant in any such charge.

ARTICLE X

INTEGRATION CLAUSE

This Agreement constitutes the entire agreement of the parties as to the subjects described herein and supercedes all prior agreements, whether written or oral, pertaining thereto.

IN WITNESS WHEREOF, the City of Marshalltown, Iowa, and Marshall County have caused this Agreement to be executed on their behalf by their duly authorized officers, and the same to be attested by their respective Clerks or Auditor, and the corporate seal of each said municipality, if any, to be affixed hereto all as of the last day and year shown below.

IT IS AGREED this ___ day of _____, 20__.

City of Marshalltown, Iowa

By: _____
Gene L. Beach, Mayor

Attest:

Shari L. Coughenour, CMC, City Clerk

Marshall County

By: _____
Ronald D. Goecke, Chairperson
Marshall County Board of Supervisors

Attest:

Marshall County Auditor Acting
as Clerk to the Board of Supervisors

**RESOLUTION APPROVING PROPOSAL
OF CURT WARD FOR ATTORNEY SERVICES**

WHEREAS the City of Marshalltown, Iowa has requested and solicited proposals for Attorney Services other than prosecutions for traffic and simple misdemeanor violations; and

WHEREAS the Proposal from Curt Ward is in the best interest of the City and should be approved by the Council of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The attached Proposal of Curt Ward, for Attorney Services at \$175.00 per hour plus expenses for copying, express mail and travel is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown, Iowa.

Section 3. This resolution shall be in full force and effect from and after its passage and signature as by law provided.

Passed this 12th day of April 2010, and signed this __ day of April 2010.

CITY OF MARSHALLTOWN, IOWA

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CURTIS A. WARD

JAMES D. ROBERTSON,
SOLE PRACTITIONERS

WARD & ROBERTSON
ATTORNEYS AT LAW
11 E. Church Street
P.O. Box 908
MARSHALLTOWN, IA 50158

TELEPHONE
(641) 752-6413
FAX
(641) 752-8959
EMAIL
CWARD1@ATTGLOBAL.NET

December 21, 2009

Dick Hierstein
City Administrator
City Hall
Marshalltown, IA 50158

Re: contract services as City Attorney

Dear Mr. Hierstein:

I am interested in being considered for the position of City Attorney on a contracted, part-time basis. I would retain my own office space, library, equipment and furnishings; I would require the assistance of the City Clerk and various other city officials from time to time.

Among the duties listed in your Request, I am least interested in prosecuting misdemeanors and traffic cases. I believe my experience lends itself to performing all other duties you have listed, with the most experience in all aspects of real estate and contract law, and the least experience with personnel issues and civil service law. My civil trial experience is mostly in contract rather than tort, and commercial collections. I presume that tort claims would be handled primarily by insurance defense counsel. I have represented the Marshall County Board of Adjustment concerning the granting of variances. I have conducted condemnations and appeals for both the City of Marshalltown and Marshall County, as well as representing private condemnees.

My background is as follows: high school graduation from Independence, Iowa, in 1968. Bachelor of Science from Iowa State University in 1972. University of Iowa College of Law with Distinction in 1975. My spouse of 39 years is also a graduate of Iowa State (BS, Elementary Education) and the University of Iowa (ME, Educational Psychology) and retired from teaching in 2008. General practice of law in Marshalltown since 1975.

My early practice was in criminal law, landlord tenant disputes and family law. Most of my practice the past twenty years has been devoted to real estate acquisition and development, probate and commercial collections. I have represented F & M Bank since the mid-1980's and serve on its Iowa Board of Directors and formerly on its audit and trust committees. I have represented the cities of State Center, LeGrand and Liscomb for roughly the past ten years. That municipal work has involved nuisance code enforcement, removal of dangerous buildings, special assessments and contracting for public works. None of those communities is large enough to have a civil service commission. Each of those communities has outside bonding counsel. I have handled administrative matters, including appeals. I also represent the Waste Management Commission of Marshall County. I represent a private land owner, Ken Bennett, in a matter which is expected to come before the City for subdivision approval early next year.

Richard Hierstein
December 21, 2009
Page Two

My hourly rate is \$175.00 per hour, plus expenses for copying, express mail and travel. I have meetings on the third Tuesday and Wednesday of each month. Besides the Bennett matter, I would have a potential conflict of interest which would require mutual consent of the City and Con-Struct concerning the pending Gethmann litigation. I spend some time visiting my daughter and grandchildren in Arizona, which I believe can be scheduled to the City's satisfaction.

Thank you for the opportunity. Please let me know what other information I can provide to you, and when you may wish to meet in person.

Very truly yours,

A handwritten signature in cursive script that reads "Curtis A. Ward". The signature is written in black ink and is positioned above the printed name.

Curtis A. Ward

RESOLUTION APPROVING A 28E AGREEMENT, BEING A MEMORANDUM OF UNDERSTANDING, WITH THE U.S. DEPARTMENT OF VETERANS AFFAIRS FOR EMERGENCY POLICE RESPONSE FOR THE COMMUNITY BASED OUTPATIENT CLINIC

WHEREAS the City of Marshalltown, Iowa, through its Police Department, has negotiated a 28E Agreement, being a Memorandum of Understanding, with the U.S. Department of Veterans Affairs for emergency police response for the Community Based Outpatient Clinic; and

WHEREAS the City Council of Marshalltown finds that this Agreement, being a Memorandum of Understanding, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the attached 28E Agreement, being a Memorandum of Understanding, with the U.S. Department of Veterans Affairs for emergency police response for the Community Based Outpatient Clinic is hereby approved in all respects and particulars.

Section 2. The Agreement shall remain in effect until participation in this Agreement is terminated by either party by written notice.

Section 3. That the Police Chief and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Agreement with the Secretary of State.

Passed this 12th day of April, 2010, and signed this __ day of April, 2010.

CITY OF MARSHALLTOWN, IOWA

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



DEPARTMENT OF VETERANS AFFAIRS
Central Iowa Health Care System
3600 30th Street
Des Moines IA 50310-5885

March 11, 2010

In Reply Refer To: 636A6/07B

- Jack McAllister, Chief of Police
22 North Center Street
Marshalltown, IA 50158

Knoxville Division:
1515 West Pleasant Street
Knoxville IA 50138-3399

Dear Chief McAllister:

VA Clinic-Mason City
520 S. Pierce, Suite 150
Mason City IA 50401-1525

I am writing in the hope of establishing a Memorandum of Understanding (MOU) between the U.S. Department of Veterans Affairs (VA) and the Marshalltown Police Department. My intention is to establish and maintain a good working relationship between our two (2) agencies.

VA Clinic-Ft. Dodge
2419 Second Ave N
Ft. Dodge IA 50501-5742

VA has leased and established a Community Based Outpatient Clinic (CBOC) at:

Marshalltown VA Clinic
101 Iowa Avenue West
Marshalltown, IA 50158

While VA does have its own Federal police force, there are no police assets currently available to provide emergency police services to this facility. Therefore, VA must rely upon the State, County, and/or Municipal Law enforcement organizations for emergency police response.

Title 38 U.S.C. section 902 confers enforcement and arrest authority upon VA Police Officers for violations of Federal laws occurring upon VA grounds. This statutory authority is implemented by agency regulations found in Title 38 C.F.R. section 1.218. VA Police Officers do have arrest authority at the location above, but only in those areas physically occupied and/or controlled by VA. As this property is leased, our officers are limited to the enforcement of Federal laws and VA rules and regulations. State, County, and Municipal law enforcement agencies retain sole enforcement authority for violations of all local laws.

Therefore, in accordance with the establishment of proprietorial jurisdiction at the Marshalltown CBOC, it is mutually agreed as follows:

- Marshalltown City Police Department will provide police assistance to the CBOC equivalent to that provided to non-Federal facilities located in the jurisdiction serviced by the Marshalltown City Police Department.

2.

Jack McAllister

- VA Police and the Marshalltown City Police Department mutually agree, to the extent allowable in accordance with applicable laws and departmental policies, to collaborate and share relevant information on incidents occurring in our jurisdictions that may impact the other's operations and/or community.
- In instances where VA Police Officers are at the Marshalltown CBOC and are engaged in an enforcement action, the Marshalltown City Police Department will render assistance to VA Police Officers if requested.
- In the event that it is necessary to search for missing patients who by virtue of their physical or mental condition are dangerous to themselves or others, the Marshalltown City Police Department will assist VA personnel in attempting to locate and return the missing patient to the extent permitted by departmental policy. VA will provide information to aid in the search in accordance with the provisions of Federal Release of Information laws. If the patient is not recovered, VA Police will be responsible for entering the subject into CCIC/ NCIC.
- In the event the Marshalltown City Police Department has warrants to be executed on the VA premises, the Marshalltown City Police will notify VA Police prior to entering Federal property. VA employees, including VA Police Officers, may not detain a person until the arrival of the Marshalltown City Police Department to make an arrest or otherwise serve a warrant.

Any liability of VA for actions of its employees will be governed by the provisions of the Federal Tort Claims Act.

This Agreement shall become effective when approved and executed through concurrence below by the Marshalltown City Police Department. The Agreement shall remain in effect until participation in this Agreement is terminated by either party. Participation in this Agreement may be terminated upon thirty (30) days written notice addressed to the designated law enforcement official of the other signatory, which is a party to this Agreement.

If you concur with the above statements and there is no need for further discussion, please indicate your acknowledgement of the contents of this MOU by signing below and returning an original to me, reserving an original for yourself. If you have any questions and/or would like to adjust

3.

Jack McAllister

any part of this Agreement, please feel free to contact me at (515) 699-5793.
Thank you for your interest and support.

Sincerely,


TAMMY A. BRENT
Acting Chief, Police Service
VA Central Iowa Health Care System

CONCUR:

JACK MCALLISTER
Chief of Police
Marshalltown, Iowa

2010-

RESOLUTION APPROVING AMENDMENT
TO THE INVESTMENT POLICY

WHEREAS, the City Council for the City of Marshalltown, Iowa has previously approved a policy concerning the investment and safety of City funds; and

WHEREAS, the Council desires to update this policy.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the Investment Policy be amended in accordance with the above listed provisions.

Passed this 12th day of April, 2010, and signed this __ day of April, 2010.

CITY OF MARSHALLTOWN, IOWA

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

INVESTMENT POLICY

OF

THE CITY OF MARSHALLTOWN

PURPOSE

It is the purpose of this investment policy to not only make a clear and unequivocal statement concerning policies and procedures relative to Marshalltown investments, but to be in compliance with the Code of Iowa for investment of public funds. ~~Code 452.10B (1992).~~

SECTION 1 - SCOPE OF INVESTMENT POLICY

The Investment Policy of Marshalltown shall apply to all checking and savings accounts, operating funds, bond proceeds and other funds accounted for in the financial statements of Marshalltown. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution and bond covenants.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body (Council and Mayor), City Treasurer and City Administrator of Marshalltown to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of Marshalltown.
3. The auditor engaged to audit any fund of Marshalltown.
4. Investment Committee - Marshalltown.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of Marshalltown.

SECTION 2 - DELEGATION OF AUTHORITY

In accordance with Section ~~452.10(1) 2B.10-(1)~~ the responsibility for conducting investment transactions resides with the City Treasurer and City Administrator of Marshalltown. Only the City Treasurer and City Administrator and others authorized by ordinance or resolution may invest public funds. ~~A~~ and a copy of any empowering ordinance or resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for Marshalltown, shall require the outside person to notify Marshalltown in writing ~~Marshalltown~~ within thirty days of receipt of any communication from the ~~the~~ Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal

control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to Marshalltown by the outside person.

The records of investment transactions made by or on behalf of Marshalltown are public records and are the property of Marshalltown, whether in the custody of Marshalltown or in the custody of a fiduciary or other third party.

The City Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of Marshalltown responsible for elements of the investment process, and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body.

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for this public body.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The City Treasurer and City Administrator of Marshalltown and all employees authorized to place investments shall be bonded in the amount of \$1,000,000.00.

SECTION 3 - OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of Marshalltown shall be the following:

1. *Safety* - Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. *Liquidity* - Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. *Return* - Obtaining a reasonable return is the third investment objective.

SECTION 4 - PRUDENCE

The City Treasurer and City Administrator of Marshalltown, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 2-3 investment objectives. This standard requires that when making investment decisions, the City Treasurer and City Administrator shall consider the role that the investment or

deposit plays within the portfolio of assets of Marshalltown and the investment objectives stated in Section ~~23~~.

When investing operating and reserve funds, the City Treasurer and City Administrator shall request competitive bids (~~pursuant to I.C. 453.4~~) for specified period(s) and amount(s).

Operating and reserve funds do not include checking or savings funds.

SECTION 5 - INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of Marshalltown may be invested in the following:

1. Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa, or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of Marshalltown. ~~Deposits in any financial institution shall not exceed 10 million as approved by the governing body of Marshalltown.~~
2. Obligations of the United States Government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured ~~Iowa~~ depository institutions approved ~~and secured~~ pursuant to Chapter ~~453.12C~~.
4. Iowa Public Agency Investment Trust (IPAIT) or Iowa Schools Joint -Investment Trust (SJIT) as appropriate.
5. Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
6. Commercial paper or other short-term corporate debt that matures within 270 days ~~of purchase of purchase and that~~ is rated within the two highest classifications, as established by at least one of the standard rating services approved by the superintendent of banking.
7. ~~Perfected~~ Repurchase agreements, ~~whose provided that the~~ underlying collateral consists of obligations of the United States Government, its agencies and instrumentalities and Marshalltown takes delivery of the collateral either directly or through an authorized custodian.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section ~~§7~~- Investment Maturity Limitations and Section ~~98~~ - Diversification Requirements.

Upon the departure of the City Treasurer or City Administrator from office, only the following instruments authorized as eligible for investment in Section 5 shall be authorized for investment until further action is taken by the governing body of Marshalltown.

1. Interest bearing savings accounts, interest bearing money market accounts and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa, or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of Marshalltown. Deposits in an approved financial institution shall not exceed that amount allowed by Council resolution.
2. Obligations of the United States Government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Chapter ~~453~~ 200.

Upon departure of the City Treasurer, an acting City Treasurer or replacement shall be appointed immediately. The City Administrator may be appointed acting City Treasurer or another person.

SECTION 6 - PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of Marshalltown shall not be invested in the following, according to Code of Iowa ~~(21A.10)~~ 21A.10 and ~~(21B.10)~~ 21B.10:

1. Reverse repurchase agreements.
2. Futures and options contracts.

~~3. All assets, of every kind and character, owned by the City of Marshalltown shall be owned or registered in the name of the City of Marshalltown as owner and not a third party, including an investment adviser or custodian. (This paragraph added 11-23-92)~~

Assets of Marshalltown shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of Marshalltown fails to produce requested records when requested by this public body within a reasonable time, Marshalltown shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.
4. Contrary to existing bond covenants or investment resolutions and policy statements.

SECTION 7 MASTER REPURCHASE AGREEMENTS

A repurchase agreement is a contractual transaction agreement between an investor and an issuing financial institution. The investor exchanges cash for temporary ownership or control of collateral securities with an agreement between the parties that on a future date, the financial institution will repurchase the securities. A signed master repurchase agreement shall be on file with the financial institution with which repurchase transactions are made.

1. The underlying collateral shall be limited to the United States Government, agency and instrumentalities.
2. Collateral shall be marked to market daily by the custodian and shall be maintained at a value equal to or greater than the cash investment.
3. At the time of purchase, the market value of the collateral shall represent 102% of the cash investment.
4. An authorized third party custodian or safekeeping agent shall hold all securities purchased under a repurchase agreement.

SECTION 7-8 - INVESTMENT MATURITY LIMITATIONS

Operating ~~F~~Funds must be identified and distinguished from all other funds available for investment. Operating ~~F~~Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating ~~F~~Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The City Treasurer and City Administrator may invest funds of Marshalltown that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of Marshalltown shall have maturities that are consistent with the needs and use of Marshalltown.

SECTION 8-9 - DIVERSIFICATION

Investments of Marshalltown are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of Marshalltown shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of Marshalltown shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of Marshalltown shall be in commercial paper or other short-term corporate debt.
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of Marshalltown shall be invested in the securities of a single issuer, and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of Marshalltown to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issue, or a specific class of securities. In establishing specific diversification strategies, the following general policies and contracts shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 109 - COLLATERALIZATION OF CERTAIN OF MONIES

- A. ~~BANKS~~ Banks or Savings and Loan - Collateralization of deposits in banks or savings and loans, which deposits are in excess of the insurance of a federal agency or instrumentality, shall be collateralized pursuant to the provisions of Section 12C, Subsection 22 of the Iowa Code of Iowa 453.24, related sections, and any future amendments thereto.
- B. ~~SAVINGS AND LOAN OR Credit Union~~ Credit Union - Collateralization of deposits in a savings and loan or credit union, which deposits are in excess of the insurance of a federal agency or instrumentality, shall be collateralized pursuant to the provisions of Iowa Code Section 12C.16453.15, related sections, and any future amendments thereto.

SECTION 110 - SAFEKEEPING AND CUSTODY

All invested assets of Marshalltown involving the use of a public funds custodial agreement as defined in Iowa Code Section 12C.452.10, shall comply with all rules adopted pursuant to Iowa Code Section 452.4120C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

All invested assets of Marshalltown eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written third party custodial agreement requiring delivery versus payment and compliance with all rules set out elsewhere in Section 10 of this Investment Policy. All items of value representing collateral required by Section ~~9~~10(A) herein shall be physically held by Marshalltown or a third party custodian.

SECTION 124 - INVESTMENT COMMITTEE

There has been established an investment committee composed of three persons, who are not City officers or employees, to be appointed by the Mayor, with Council approval, and possessing financial and investment backgrounds. The committee shall meet on a timely basis, not less than quarterly, to review the City investments and their compliance with this policy.

Appointments to the committee shall be for one year and the appointees shall serve without pay.

SECTION 132 - REPORTING

The City Treasurer shall submit monthly an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

SECTION 134 - INVESTMENT POLICY REVIEW AND AMENDMENT

The Investment Policy shall be reviewed every three years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

SECTION 145 - AUDIT AND REPORTING

There shall be an annual audit performed by an independent public accounting firm or auditors of the State of Iowa. Auditing services shall include unannounced investment verifications at least once annually as established by the City Council and the auditors.

SECTION 165 - DEFERRED COMPENSATION

The Marshalltown Investment Policy shall not apply to deferred compensation held by the City of Marshalltown for individual employees. ~~(Section added 11/23/92)~~



Gene L. Beach, Mayor
Dick Hierstein, City Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

Housing & Community Development

TO: Mayor & City Council
FROM: Stephen Troskey, City Planner
DATE: April 1, 2010
RE: **Metal Roof Amendment**

After discussion on metal roofs, I was directed to create language that the Council could vote to add to the 2010 Zoning Ordinance update. Councilman Wenner asked me to require that all screws/bolts on exposed fastener metal roof systems are on the side of a ridge so it would remain residential in nature. I have included that requirement in the proposed language.

Neither I nor Michelle Spohnheimer will be at the April 5th COW meeting so I have included this language which can be amended further at the next Council meeting on April 12th if changes need to be made. I would ask that you please look over these changes and then vote to include them in the 2010 Zoning Ordinance Update.

The following is the proposed change regarding metal roof systems in the City of Marshalltown:

CHAPTER 4 DISTRICTS AND GENERAL REGULATIONS

Section 3. General Regulations and Provisions.

1. Single-family dwellings.
 - c) The building shall have for the exterior wall covering either:
 - i) Wood or masonry finish, or its appearance, and/or
 - ii) Vertical or horizontal grooved siding or lap siding, or its appearance.
 - d) Metal roofs shall be allowed if the following conditions are met or otherwise approved by the Site Plan review Board:
 - i) Openings shall not be seen on the fascia and shall be completely covered with material designed and built for metal roofing systems.
 - ii) Fasteners on exposed-fastener metal roofs shall not be located on the top of any ridge as to reduce incidents of leakage and to preserve a residential appearance.

If you have questions or comments, I can be reached at 641-754-5756 or stroskey@ci.marshalltown.ia.us

City Council
William Backoff, Marla Grabenbauer, Al Hoop, Andrea Maxwell
Robert Schubert, Robert Wenner, Bethany Winn

To: Committee of the Whole
From: John Phillips, City Electrician
Re: Streetlight Request
Date: April 5, 2010

Please approve the following streetlight per our streetlight policy.

On a new wood pole located on the cul-de-sac between 1520 and 1602 Greenfield Drive.

Installation costs: City \$0, Developer: \$637.67

This streetlight meets the requirements of our "Street Lighting Policy" paragraph (2) and the Developer will be responsible for the installation costs of \$637.67.

The wiring shall be installed underground.

The fixture shall be a 100 watt, high pressure sodium, roadway luminaire.

The ongoing electrical cost will be approximately \$12 per month.

To: Committee of the Whole

From: John Phillips, Public Facilities Superintendent

Regarding: Decorative roadway lighting quotes

Date: April 5, 2010

The City of Marshalltown received the following quotes for decorative roadway lighting poles, to light South Center Street, in Marshalltown's Central Business District.

Crescent Electric	\$38,340
Electric Supply of Marshalltown	\$39,681

I recommend we accept the low quote from Crescent Electric for \$38,340.

We expect this project to commence as the weather warms.



PUBLIC WORKS DEPARTMENT

The City of Marshalltown, Iowa
Gene L. Beach, Mayor
Dick Hierstein, City Administrator
Lynn E. Couch, Public Works Director
24 N. Center Street
Marshalltown IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793
EMail - lcouch@ci.marshalltown.ia.us

MEMORANDUM

March 29, 2010

To: Honorable Mayor and City Council

From: Lynn E. Couch, P.E., Director of Public Works/City Engineer

Subject: : Sole Source Purchase
Oil Tank

The Public Works Department requests your authorization to purchase a DuraPatch 6000 Gallon Oil Tank unit in the amount of \$46,600. The DuraPatcher tanks are produced by only one manufacturer and are handled by only one distributor in Iowa.

The tank will allow us to purchase oil for our Durapatcher by the tanker load using the Iowa Department of Transportation contract which will lower our oil costs. It will also relieve street crews from having to take the unit to Tama to fill with oil. This should allow us to use two tanks of oil each day doubling our output of pothole patching.

I will be happy to answer any questions regarding this matter.

RESOLUTION APPROVING STREET EQUIPMENT PURCHASE ORDER CONTRACT
BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, MUNICIPAL STREET
DEPARTMENT, AND MID COUNTRY MACHINERY, INC. OF FORT DODGE , IOWA
FOR A DURAPATCH 6000 GALLON OIL TANK, IN THE AMOUNT OF \$46,600.00

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Street Department equipment purchase order contract by and between the City of Marshalltown, Iowa, and Mid Country Machinery, Inc., of Fort Dodge, Iowa for a DuraPatch 6000 gallon oil tank.

WHEREAS the Mid Country Machinery, Inc. bid consists of a DuraPatch 6000 gallon tank.

WHEREAS the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN,
IOWA:

Section 1. That the purchase order agreement by and between the City of Marshalltown, Mid Country Machinery, Inc., of Fort Dodge, Iowa, for a DuraPatch 6000 gallon oil tank in the amount of \$46,600.00 is hereby fully approved in all respects and particulars.

Passed this 12th day of April, 2010, and signed this _____ day of April, 2010.

CITY OF MARSHALLTOWN

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



MID COUNTRY MACHINERY, INC.

3478 5th Avenue South
Fort Dodge, IA 50501

www.midcountry.com

515-574-2302

CITY OF MARSHALLTOWN
PUBLIC WORKS
ATTN: LYNN COUCH

FAX: 515-574-2305

1 - NEW DURA PATCH
6000 GALLON TANK
with Agitator and Manway

TOTAL: \$46,600.00

FOB: MARSHALLTOWN, IA

x 
CUSTOMER SIGNATURE

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE WEST MERLE HIBBS BOULEVARD DIVISION 1 & 2A
PROJECT

WHEREAS A contract dated December 10, 2007, was entered into for construction of the West Merle Hibbs Boulevard Division 1 & 2A (Village Coop) Project with street, water line and sewer to be dedicated to the City; and

WHEREAS said project has been completed by S.L. Baumeier Company of Gladbrook, Iowa, pursuant to the terms, conditions, and stipulations as set forth in said contract and as set out in the Engineer's Statement of Completion covering said project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA;

Section 1. That the labor and material for the West Merle Hibbs Boulevard Division 1 & 2A (Village Coop) Project, is hereby accepted pursuant to the Engineer's Statement of Completion for that portion of the project which is related to and will become city street, water line and sewer.

Passed this ____ day of _____, 2010 and signed this ____ day of _____, 2010.

CITY OF MARSHALLTOWN

Gene L. Beach, Mayor

ATTEST:

Shari Coughenour, City Clerk

MEMO

Memo To: Mayor and City Council
Memo From: Dick Hierstein, City Administrator
Subject: Change Order
Date: March 30, 2010

We have two change orders on the Carnegie Renovation project ready for approval.

The first deals with aspects of wall and ceiling changes in the Engineering area and the basement meeting room. It is for \$1,830 with Hilsabeck Schacht.

The second is with Triplett Office for carpeting in the basement meeting room and the hallways leading to the room in the amount of \$3,211.

CONTRACT CHANGE ORDER

PROJECT: Marshalltown Library Reuse
36 North Center Street
Marshalltown, IA 50258

CHANGE ORDER NO: CP-05.1

OWNER: City of Marshalltown
24 North Center Street
Marshalltown, IA 50258

DATE ISSUED: 9 March 2010

CONTRACT NO.: CP-05

CONTRACTOR: Triplett Office Essentials Corp.
3553 109th St.
Des Moines, IA 50322

CONTRACT TITLE: FLOORING

CONTRACT DATE: 23 November 2009

**CONSTRUCTION
MANAGER:** CPMI, Inc.
300 E. Locust, Suite 300
Des Moines, IA 50309

The Contract completion time
will be changed by 0 calendar
days. The Contract Completion date
is _____.

A fully executed copy of the Contract Change Order amends the above Contract as follows:

- 1. Provide and install new carpet (Broadloom Corporate values Too) in Meeting Room 14 & Hallway 11 and carpet tile in Hallway 20. \$3,211.00
- 2.

Net Change to Contract Sum	ADD	\$ 3,211.00
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All conditions of the Contract shall apply to this Contract Change Order unless specifically stated otherwise.

Original Contract Amount:	\$ 76,160.00	
CCO. No. CP-01.1	\$ 3,211.00	

CONSTRUCTION MANAGER:

Prepared By:	<u>David Deamen</u>
Title:	<u>Project Manager</u>
Date:	<u>9-March 2010</u>

Subtotal	\$ 3,211.00	
Net Amount of Contract Including this CCO:	\$ 79,371.00	

CONTRACTOR:

Accepted By:	<u>TRIPLETT OFFICE ESSENTIALS</u>
Title:	<u>Richard M Reynolds, President</u>
Date:	<u>3.15.10</u>

Architect:

Accepted By:	<u>[Signature]</u>
Title:	<u>Principal</u>
Date:	<u>3.22.10</u>

OWNER:

Approved By:	<u>[Signature]</u>
Title:	<u>City Administrator</u>
Effective Date:	<u>3-29-10</u>

CC: Owner
Architect
Contractor
09021-4036

CONTRACT CHANGE ORDER

PROJECT: Marshalltown Library Reuse
36 North Center Street
Marshalltown, IA 50258

CHANGE ORDER NO: CP-03.1

OWNER: City of Marshalltown
24 North Center Street
Marshalltown, IA 50258

DATE ISSUED: 4 March 2010

CONTRACT NO.: CP-03

CONTRACTOR: Hilsabeck Schacht, Inc.
617 S. 19th S.
West Des Moines, IA 50265

CONTRACT TITLE: GWB System & EIFS

CONTRACT DATE: 23 November 2009

CONSTRUCTION

MANAGER: CPMI, Inc.
300 E. Locust, Suite 300
Des Moines, IA 50309

The Contract completion time
will be changed by 0 calendar
days. The Contract Completion date
is _____

A fully executed copy of the Contract Change Order amends the above Contract as follows:

- | | |
|--|------------|
| 1. Repair at removed triangle chase in Hallway 205, Item #1 on PR-002 | \$370.00 |
| 2. Patch walls at removed GWB ceiling in Open Office 200, Item #4 on PR-002 | \$220.00 |
| 3. Add bulkhead and furred wall type 3 in Meeting Room 14, Item #5 on PR-002 | \$1,240.00 |

Net Change to Contract Sum	ADD	\$ 1,830.00
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All conditions of the Contract shall apply to this Contract Change Order unless specifically stated otherwise.

Original Contract Amount:	\$ 90,880.00
CCO. No.CP-01.1	\$ 1,830.00

CONSTRUCTION MANAGER:

Prepared By: David Deamer
 Title: Project Manager
 Date: 3-9-10

CONTRACTOR:

Accepted By: Jeff Atkinson
 Title: Project Manager
 Date: 3/9/10

Subtotal	\$ 1,830.00
Net Amount of Contract Including this CCO:	\$ 92,710.00

Architect:

Accepted By: [Signature]
 Title: Principal
 Date: 3-22-10

OWNER:

Approved By: [Signature]
 Title: City Administrator
 Effective Date: 3-29-10

CC: Owner
Architect
Contractor
09021-403.6

RESOLUTION ORDERING CONSTRUCTION OF THE AIRPORT HANGAR APRON
REHABILITATION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING
PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE
TO BIDDERS, BEING PROJECT NUMBER 77009014

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the Airport Hangar Apron Rehabilitation Project, Project No. 77009014, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 77009014, and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the Airport Hangar Apron Rehabilitation Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 77009014, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed and materials on hand as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of working days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a Airport Hangar Apron Rehabilitation Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund,

and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, City Hall at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 10th day of May, 2010, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 11:00 a.m., local time, on the 29th day of April, 2010. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, City Hall, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 10th day of May, 2010, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 12th day of April, 2010 and signed this _____ day of April, 2010.

CITY OF MARSHALLTOWN, IOWA

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

NOTICE OF HEARING AND LETTING

Notice is Hereby Given:

A hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the project described as *Taxilane Pavement Improvements, Marshalltown Municipal Airport*, will be held at City Hall at 24 North Center Street in Marshalltown, Iowa, at 5:30 p.m. local time on May 10, 2010. At said time and place, any interested person may appear and file objections thereto.

Sealed proposals will be received by the City Clerk of the City of Marshalltown, Iowa, at her office in the City Hall at 24 North Center Street, Marshalltown, Iowa 50158, until 11:00 a.m. local time on April 29, 2010, for the project described as *Taxilane Pavement Improvements, Marshalltown Municipal Airport*, as hereinafter described in general and as described in detail in the Plans and Specifications for said improvements now on file in the office of the City Clerk. Proposals will be opened and read aloud at that time.

Proposals will be acted on by the City Council at a meeting to be held at City Hall at 24 North Center Street, Marshalltown, Iowa, at 5:30 p.m. local time on May 10, 2010, or at such later time and place as may then be fixed.

The extent of the work involved is as follows: reconstruction of the Taxilane at the Marshalltown Municipal Airport.

Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) of the proposal drawn on an Iowa bank or a bank chartered under the laws of the United States, a bid bond, or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States, and filed in an envelope separate from the one containing the proposal, made payable to: Treasurer, City of Marshalltown, Iowa. Said check or draft may be cashed or the bid bond declared forfeited by the Treasurer as liquidated damages in the event the successful bidder fails to enter into a Contract within ten (10) days and post bond satisfactory to the Owner insuring the faithful fulfillment of the Contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from cash on hand in any fund of said City which may be legally used for such purposes and a Federal grant-in-aid from the Federal Aviation Administration.

The work under the proposed contract shall actively commence within ten (10) days of the Notice to Proceed and be completed within thirty-five (35) working days thereafter.

The City reserves the right to award the Contract at the time of said meeting or at such later time may then be fixed and to reject any or all bids and to waive technicalities and irregularities and to enter into such Contract as it shall deem to be for the best interests of said Owner.

Bidders shall not be permitted to withdraw their bids for a period of sixty (60) days after the date set for opening bids. Award will be subject to concurrence in award from the Federal Aviation Administration and upon the Owner receiving Federal funding assistance under the Airport Improvement Program.

This project is subject to the requirements of the Davis-Bacon Act, as amended. The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Marshalltown, Iowa to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a Disadvantaged Business Enterprise.

The Owner has established a DBE contract goal of 2.3 percent for this contract. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the established goal.

All bidders shall submit the following information with their proposal on the forms provided:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Evidence of good faith efforts undertaken by the bidder, as described in appendix A to 49 CFR Part 26.

The apparent successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. This written confirmation shall be submitted prior to execution of the contract.

Award of contract is also subject to the following Federal provisions:

- Executive Order 11246 and DOL Regulation 41 CFR Part 60 – Affirmative Action to Ensure Equal Employment Opportunity
- DOL Regulation 29 CFR Part 5 – Davis Bacon Act
- DOT Regulation 49 CFR Part 29 – Government-wide Debarment and Suspension and Government-wide Requirements for Drug-free Workplace
- DOT Regulation 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contract to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (Foreign Trade Restriction)
- TITLE 49 United States Code, Chapter 501 – Buy American Preference

Copies of Plans and Specifications and Wage Rate Decision are on file and may be inspected at the office of the City Clerk, 24 North Center Street, Marshalltown, Iowa 50158, and at Clapsaddle-Garber Associates, 16 East Main Street, Suite 400, Marshalltown, Iowa 50158

Proposal forms, Plans and Specifications, and Wage Rate Decisions may be obtained from Clapsaddle-Garber Associates, 16 E Main Street, Suite 400, Marshalltown, Iowa – 50158, upon receipt of \$40 per set of plans and specifications, none of which will be refunded. This notice is give by order by the City of Marshalltown, Iowa.

By: _____
City Clerk

RESOLUTION ADOPTING THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
FOR THE HANGAR ACCESS TAXIWAY IMPROVEMENTS, MARSHALLTOWN
MUNICIPAL AIRPORT PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING
PROJECT NUMBER 77009014

WHEREAS, there is now on file in the office of the City Clerk the proposed
Disadvantaged Business Enterprise Program for the HANGAR ACCESS TAXIWAY
IMPROVEMENTS, MARSHALLTOWN MUNICIPAL AIRPORT Project No. 77009014, and

WHEREAS, the Disadvantaged Business Enterprise Program is required by law, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MARSHALLTOWN, IOWA:

Section 1. This Council does hereby Adopt the Disadvantaged Business Enterprise
Program for the HANGAR ACCESS TAXIWAY IMPROVEMENTS, MARSHALLTOWN
MUNICIPAL AIRPORT Project No. 77009014.

Passed this 12th day of April, 2010 and signed this ____ day of April, 2010.

CITY OF MARSHALLTOWN

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

RESOLUTION APPROVING FEES CHARGED BY THE
ZONING DEPARTMENT OF THE CITY OF MARSHALLTOWN, IOWA

WHEREAS the Zoning Department of the City of Marshalltown, Iowa, is authorized to charge fees for the issuance of various permits as described in the City of Marshalltown Zoning Ordinance of 2010; and

WHEREAS the City Council has fully examined this proposed fee structure, and has found it to be in the best interest of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the proposed application and permit fees charged by the Zoning Department of the City of Marshalltown, Iowa, shall be as detailed on the attached page.

Passed this ___ day of _____, 2010, and signed this ___ day of _____, 2010.

CITY OF MARSHALLTOWN:

Gene Beach, Mayor

ATTEST:

Shari Coughenour, City Clerk



*Please check with the
Housing & Community Development
Dept. for the most current fee schedule.*

**Zoning Application Fees
Current as Of April 12, 2010**

Rezoning	\$500.00
Variance:	
Owner Occupied Dwelling	\$150.00
Any Other Building	\$200.00
Special Use Permit	\$300.00
Home Occupation Special Use Permit (no change)	\$50.00
Subdivision:	
Preliminary Plat	\$ 250.00 + \$50.00/acre
Final Plat	\$ 100.00 + \$50.00 acre
Planned Unit Development	\$ 300.00 + \$50.00/acre
PUD Amendment	\$ 100.00

Sign Permit (no change)	Larger of \$25.00 or \$1.00/square foot
Sidewalk Deferment (no change)	\$250.00
Voluntary Annexation of non-taxable property (no change)	\$250.00
Proposed Ordinance Change	\$500.00