

Public Notice

The City Council of Strawberry Point Will Meet Wednesday, April 20, 2011 Council Chambers,
City Hall 6:00 P.M. Strawberry Point, Iowa Tentative Agenda,
(at discretion of the chair)

- 1) Mayor call meeting to order
 - a) Pledge of Allegiance
 - b) Welcome Visitors
- 2) Roll call of members present
- 3) Motion to approve the agenda as (presented) (amended)

Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests an item to be removed to be considered separately.

- 4) Minutes from April 6th
- 5) Claims
- 6) Motion to Approve Liquor License Renewal for Nading's Service
- 7) Motion to Approve Liquor License Renewal for St. Foods & Deli

Unfinished Business

- 8) Motion to Approve Second Reading of Ordinance No. 11-03 – Floodplain Management Ordinance for the City of Strawberry Point, Iowa
- 9) Vision 2020

Information

- 10) Strawberry's View Point April Newsletter
- 11) First Edition of Development Digest
- 12) Tree Board Minutes from March 14th

New Business

- 13) Review Cost Proposal from Prairie Road Builders to Seal Coat Streets \$12,085.45
- 14) Motion to Approve Lease Agreement Between City of Strawberry Point and Denise's Dance Studio
- 15) Discuss Closing Part of East Mission to Hold Classic Car Show from Noon – 4 PM on Saturday, June 11th
- 16) Discuss Charging a Small Fee for the Summer Recreation Program
- 17) Discuss Seal Coating Hill Street
- 18) Set Public Hearing Date for Budget Amendment
- 19) Motion to Approve Public Service Recognition Week May 1st – 7th
- 20) Motion to Approve Iowa School Board Recognition Week 2011 the week of May 8-13
- 21) Motion to Approve Day Care to use Strawberry Point Pool

Other Business

- 22) Adjournment

Posted: April 18, 2011

Deanna Dement, City Clerk

Mayor, Dale Fox

Strawberry Point City Council
Regular Meeting April 6, 2011

The Strawberry Point City Council met for a regular meeting on Wednesday, April 6, 2011 at 6:00 p.m. at the Council Chambers of City Hall. Mayor Fox presided and led the Pledge of Allegiance. Council members answering roll call were Jacci Meyers, Jan Parkin, and Jackie Opperman. Troy Stover and Rich Newman were absent.

Opperman moved to approve the agenda. Parkin seconded the motion. A roll call vote was taken. Ayes: Meyers, Opperman and Parkin. Nays: None. Motion passes.

COENT AGENDA

4) Minutes from March 16th (change E&O coverage to Section III of the policy, in the first paragraph under New Business)

5) Claims

Parkin moved to approve the consent agenda with additional claims to Wellmark BC/BS \$7,339.77, Fliehler-Zwanziger \$59,646.00, RPGI \$39,021.46, Windstream \$50.98 and Deanna Dement \$98.56 and the change to the minutes. Meyers seconded the motion. A roll call vote was taken. Ayes: Opperman, Parkin and Meyers. Nays: None. Consent agenda passes.

UNFINISHED BUSINESS

Council discussed the three companies that had given presentations on new pools. The three companies were Larkin, Pool Tech and Burbach Aquatics. The three company's costs for design and engineering are as follows: Larkin \$195,000, Pool Tech \$60,000 and Burbach Aquatics \$195,145. After some brief discussion, Opperman moved that we proceed with Pool Tech to design and engineer our new pool. Parkin seconded the motion. A roll call vote was taken. Ayes: Parkin, Meyers and Opperman. Nays: None. Motion passes.

Progress on the Vision 2020 Plan will continue to be discussed at the next meeting. We need summaries so we know where we are with goals.

Sam Rolfes, Mitch Burington and Hallie Bushaw have applied for lifeguard positions since we need additional lifeguards. Opperman moved to approve hiring each of them. Meyers seconded the motion. A roll call vote was taken. Ayes: Meyers, Opperman and Parkin. Nays: None. Motion passes.

INFORMATION

Council received a newsletter from Black Hills Energy and a conditional award letter from CDBG. Council discussed dates to install playground equipment and a location for storing the equipment was discussed. Playground equipment is being delivered Thursday, April 7th and can be stored at the police bay at the city shop. It can be installed the first and second weekend of May.

NEW BUSINESS

The fire department requested permission to close down part of East Mission Street to hold their annual Fireman's street dance on Friday, June 10th. Opperman moved to approve closing East Mission off to hold the annual street dance. Parkin seconded the motion. A roll call vote was taken. Aye: Opperman, Parkin and Meyers. Nays: None. Motion passes.

The City must adopt a floodplain management ordinance to remain on the national flood insurance program. Council reviewed the first reading of Ordinance No. 11-03 – Floodplain Management Ordinance for the City of Strawberry Point, Iowa. Parkin moved to approve the first reading of Ordinance No. 11-03. Meyers seconded the motion. A roll call vote

was taken. Ayes: Parkin, Meyers and Opperman. Nays: None. First reading of Ordinance No. 11-03 passes.

The council had budgeted paying an additional \$5000 principal payment on a bond for the pool and civic center. Opperman moved to approve making an additional \$5000 principal payment. Meyers seconded the motion. A roll call vote was taken. Ayes: Meyers, Opperman and Parkin. Nays: None. Motion passes.

Council reviewed a proclamation declaring April 29, 2011 as National Arbor Day. Parkin moved to approve proclamation. Meyers seconded the motion. A roll call vote was taken. Aye: Opperman, Parkin and Meyers. Nays: None. Motion passes.

Swimming lessons for this summer will be held June 20-July 1 and July 18-July 29 for levels 1-6 and then August 1-5 for preschool level. Opperman moved to approve the dates for swimming lessons. Meyers seconded the motion. A roll call vote was taken. Ayes: Parkin, Meyers and Opperman. Nays: None. Motion passes.

At this time council entered into executive session to discuss strategy involving litigation pursuant to Iowa Code Section 21.5(1)(c). Meyers moved to enter into closed session at 6:03PM. Parkin seconded the motion. A roll call vote was taken. Ayes: Meyers, Opperman and Parkin. Nays: None. Motion passes. At 7:20pm we entered back into open session. Meyers moved to instruct the attorney to continue settlement negotiations. Parkin seconded the motion. A roll call vote was taken. Ayes: Parkin, Meyers and Opperman. Nays: None. Motion passes.

OTHER BUSINESS

The summer recreation program will begin this summer. Charging a fee and then providing the kids with a t-shirt will be discussed at the next meeting. The City Superintendent has been in contact with 5 companies to do the line work on Elkader Street. Once cost estimates have been received this will be on a council meeting for approval.

With no further business, Opperman moved to adjourn at 7:41: p.m. Meyers seconded the motion. Motion passed.

Deanna Dement, City Clerk

Dale Fox, Mayor

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***Claim Register©**

042011claims

April 10-11

Claim Type	Direct				
Claim#	2324	<i>AIRGAS NORTH CENTRAL</i>			
Cash Payment	E 001-1600-6518	MEDICAL SUPPLIES	Ambulance Oxygen		\$71.78
	Invoice	105018120			
Transaction Date	4/13/2011	CASH	1010	Total	\$71.78
Claim#	2325	<i>AIRGAS NORTH CENTRAL</i>			
Cash Payment	E 110-2100-6507	OPERATING SUPPLIES	RUT Acetylene, Oxygen		\$72.88
	Invoice	105018149			
Transaction Date	4/13/2011	CASH	1010	Total	\$72.88
Claim#	2326	<i>ALPINE COMMUNICATIONS</i>			
Cash Payment	E 001-1100-6373	TELEPHONE & COMMUN	Police Phone		\$55.28
	Invoice	11060411			
Cash Payment	E 001-1600-6373	TELEPHONE & COMMUN	EMS Phone		\$55.27
	Invoice	11060411			
Cash Payment	E 001-1500-6373	TELEPHONE & COMMUN	Fire Phone		\$55.27
	Invoice	11060411			
Transaction Date	4/13/2011	CASH	1010	Total	\$165.82
Claim#	2327	<i>ANFINSON & LUCE PLC</i>			
Cash Payment	E 001-6500-6411	LEGAL EXPENSE	City Hall Boundary Lawsuit		\$174.28
	Invoice	52557			
Transaction Date	4/13/2011	CASH	1010	Total	\$174.28
Claim#	2328	<i>AUTOMATIC SYSTEMS COMPANY</i>			
Cash Payment	E 610-8150-6350	EQUIPMENT MAINT & RE	Sewer Repair Lift Station		\$1,544.50
	Invoice	26456			
Transaction Date	4/13/2011	CASH	1010	Total	\$1,544.50
Claim#	2329	<i>AVALON TIRE & SERVICE</i>			
Cash Payment	E 001-1100-6332	VEHICLE MAINTENANCE	Police 4 Tires Blazer		\$507.56
	Invoice	56151			
Transaction Date	4/13/2011	CASH	1010	Total	\$507.56
Claim#	2330	<i>BANCARD CENTER</i>			
Cash Payment	E 001-1100-6331	VEHICLE OPERATIONS	Police Gas		\$20.00
	Invoice	apr 2011			
Cash Payment	E 001-1600-6230	TRAINING	Ambulance EMT Testing		\$70.00
	Invoice	apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$90.00
Claim#	2331	<i>BANCARD CENTER</i>			
Cash Payment	E 630-8210-6508	POSTAGE/SHIPPING	Electric Postage		\$8.36
	Invoice	apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$8.36
Claim#	2332	<i>BANCARD CENTER</i>			
Cash Payment	E 600-8100-6508	POSTAGE/SHIPPING	Water Postage		\$7.72
	Invoice	apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$7.72
Claim#	2333	<i>BI-COUNTY DISPOSAL INCE</i>			
Cash Payment	E 001-8400-6494	CONTRACTS	Garbage Residential Pickup		\$5,369.95
	Invoice	262106			

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April 10-11

Transaction Date	4/13/2011	CASH	1010	Total	\$5,369.95
Claim# 2334 CITY OF STRAWBERRY POINT					
Cash Payment	E 630-8250-6422 ENERGY EFFICIENCY	Electric Energy Rebate			\$50.00
	Invoice green				
Transaction Date	4/13/2011	CASH	1010	Total	\$50.00
Claim# 2335 CITY OF STRAWBERRY POINT					
Cash Payment	E 114-8200-6930 REFUNDS	D Kasad Meter Deposit			\$75.00
	Invoice kasad				
Cash Payment	E 115-8100-6930 REFUNDS	D Kasad Meter Deposit			\$25.00
	Invoice kasad				
Transaction Date	4/13/2011	CASH	1010	Total	\$100.00
Claim# 2336 FARMERS CULLIGAN					
Cash Payment	E 600-8100-6507 OPERATING SUPPLIES	Water Salt			\$45.00
	Invoice 17				
Transaction Date	4/13/2011	CASH	1010	Total	\$45.00
Claim# 2337 DEL CO MEM HOSP DBA REG ME					
Cash Payment	E 001-1600-6494 CONTRACTS	Ambulance Garage Rent			\$416.77
	Invoice APR 11				
Transaction Date	4/13/2011	CASH	1010	Total	\$416.77
Claim# 2338 ELECTRIC FUND					
Cash Payment	E 001-4100-6371 UTILITIES	Library Utilities			\$408.60
	Invoice apr 11				
Cash Payment	E 001-4300-6371 UTILITIES	Parks Utilities			\$6.00
	Invoice apr 11				
Cash Payment	E 110-2100-6371 UTILITIES	Street Lights Utilities			\$842.98
	Invoice apr 11				
Cash Payment	E 001-4600-6371 UTILITIES	City Pool Utilities			\$26.05
	Invoice apr 11				
Cash Payment	E 001-4200-6371 UTILITIES	Museum Utilities			\$120.82
	Invoice apr 11				
Cash Payment	E 001-4350-6371 UTILITIES	Ath Fields Utilities			\$19.80
	Invoice apr 11				
Cash Payment	E 001-6500-6371 UTILITIES	City Hall Utilities			\$1,139.73
	Invoice apr 11				
Cash Payment	E 001-1500-6371 UTILITIES	Fire Utilities			\$91.02
	Invoice apr 11				
Cash Payment	E 001-4700-6371 UTILITIES	Civic Ctr Utilities			\$786.33
	Invoice apr 11				
Cash Payment	E 001-1900-6371 UTILITIES	Animal Control Utilities			\$7.90
	Invoice apr 11				
Cash Payment	E 110-2100-6371 UTILITIES	Garage Utilities			\$126.38
	Invoice apr 11				
Cash Payment	E 600-8100-6371 UTILITIES	Water Utilities			\$1,185.02
	Invoice apr 11				
Cash Payment	E 610-8150-6371 UTILITIES	S Lagoon Utilities			\$381.07
	Invoice apr 11				
Cash Payment	E 610-8150-6371 UTILITIES	N Lagoon Utilities			\$100.90
	Invoice apr 11				

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April 10-11

Cash Payment	E 630-8210-6371 UTILITIES	City Plant Utilities		\$19.50
	Invoice apr 11			
Transaction Date	4/13/2011	CASH	1010	Total \$5,262.10
Claim#	2339 DAKOTA SUPPLY GROUP			
Cash Payment	E 600-8100-6727 CAPITAL EQUIPMENT	Water Handheld, Charger		\$2,619.00
	Invoice 6831555			
Cash Payment	E 610-8150-6727 CAPITAL EQUIPMENT	Sewer Handheld, Charger		\$2,621.00
	Invoice 6831555			
Cash Payment	E 630-8210-6710 CAPITAL EQUIPMENT - V	Electric Handheld, Charger		\$2,619.00
	Invoice 6831555			
Transaction Date	4/13/2011	CASH	1010	Total \$7,859.00
Claim#	2340 ELIZABETH JASTER			
Cash Payment	E 001-6220-6240 MILEAGE AND TRAVEL	E Clerk Conference Mileage		\$125.12
	Invoice apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total \$125.12
Claim#	2341 EMERGENCY MEDICAL PRODUCT			
Cash Payment	E 001-1600-6518 MEDICAL SUPPLIES	Ambulance Disaster Pouch		\$201.27
	Invoice 1363337			
Transaction Date	4/13/2011	CASH	1010	Total \$201.27
Claim#	2342 HYGIENIC LABORATORY			
Cash Payment	E 600-8100-6412 TESTING/HYGENIC LAB	Water Testing		\$306.00
	Invoice 524606			
Transaction Date	4/13/2011	CASH	1010	Total \$306.00
Claim#	2343 HYGIENIC LABORATORY			
Cash Payment	E 600-8100-6412 TESTING/HYGENIC LAB	Water Testing		\$18.00
	Invoice 525388			
Transaction Date	4/13/2011	CASH	1010	Total \$18.00
Claim#	2344 IAMU			
Cash Payment	E 630-8250-6220 DUES/MEMBERSHIPS/S	Electric 2nd qtr NISA		\$45.73
	Invoice 3881			
Transaction Date	4/13/2011	CASH	1010	Total \$45.73
Claim#	2345 J.P. KELLOGG			
Cash Payment	E 001-4100-6415 CLEANING CONTRACT	Library Cleaning		\$133.34
	Invoice apr 2011			
Cash Payment	E 001-4700-6415 CLEANING CONTRACT	Civ Ctr Cleaning		\$266.66
	Invoice apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total \$400.00
Claim#	2346 MAR-HAN, INC			
Cash Payment	E 001-6500-6507 OPERATING SUPPLIES	City Hall Toilet Paper		\$47.20
	Invoice 20742			
Transaction Date	4/13/2011	CASH	1010	Total \$47.20
Claim#	2347 MEDIACOM			
Cash Payment	E 110-2100-6373 TELEPHONE & COMMUN	RUT Final Phone Bill		\$33.64
	Invoice apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total \$33.64
Claim#	2348 MEDIACOM			

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Cash Payment	E 001-6220-6373 TELEPHONE & COMMUN	City Hall Phone, Internet			\$113.19
	Invoice	apr 2011			
Cash Payment	E 001-1500-6373 TELEPHONE & COMMUN	Fire Phone, Internet			\$113.20
	Invoice	apr 2011			
Cash Payment	E 001-1100-6373 TELEPHONE & COMMUN	Police Phone, Internet			\$44.28
	Invoice	apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$270.67
Claim# 2349 NAPA					
Cash Payment	E 600-8100-6507 OPERATING SUPPLIES	Water Towels			\$2.59
	Invoice	apr 2011			
Cash Payment	E 001-1500-6332 VEHICLE MAINTENANCE	Fire Switch, Belt			\$42.98
	Invoice	apr 2011			
Cash Payment	E 001-1100-6332 VEHICLE MAINTENANCE	Police Brake Pads			\$109.98
	Invoice	apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$155.55
Claim# 2350 NORTHEAST IOWA TELEPHONE					
Cash Payment	E 001-6220-6373 TELEPHONE & COMMUN	City Hall Web Hosting			\$14.99
	Invoice	apr 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$14.99
Claim# 2351 OMB EXPRESS POLICE SUPPLY					
Cash Payment	E 001-1100-6507 OPERATING SUPPLIES	Police Magnum			\$80.99
	Invoice	P018932401025			
Transaction Date	4/13/2011	CASH	1010	Total	\$80.99
Claim# 2352 OMB EXPRESS POLICE SUPPLY					
Cash Payment	E 001-1100-6181 CLOTHING ALLOWANCE	Police Name Plate			\$26.98
	Invoice	P018932401017			
Transaction Date	4/13/2011	CASH	1010	Total	\$26.98
Claim# 2353 OMB EXPRESS POLICE SUPPLY					
Cash Payment	E 001-1100-6181 CLOTHING ALLOWANCE	Police Hidden Snaps			\$32.00
	Invoice	P018932401041			
Transaction Date	4/13/2011	CASH	1010	Total	\$32.00
Claim# 2354 PHYSICIANS CLAIMS COMPANY					
Cash Payment	E 001-1600-6022 ADMINISTRATION	Ambulance Billing Administration			\$787.75
	Invoice	14729			
Transaction Date	4/13/2011	CASH	1010	Total	\$787.75
Claim# 2355 QWEST					
Cash Payment	E 001-1100-6373 TELEPHONE & COMMUN	Police Phone			\$2.46
	Invoice	APR 2011			
Cash Payment	E 001-1600-6373 TELEPHONE & COMMUN	EMS Phone			\$2.46
	Invoice	APR 2011			
Cash Payment	E 001-1500-6373 TELEPHONE & COMMUN	Fire Phone			\$2.46
	Invoice	APR 2011			
Transaction Date	4/13/2011	CASH	1010	Total	\$7.38
Claim# 2356 RECKER REPAIR					
Cash Payment	E 001-1500-6332 VEHICLE MAINTENANCE	Fire Fuel Filter Plugs			\$62.14
	Invoice	2366			
Transaction Date	4/13/2011	CASH	1010	Total	\$62.14

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Claim# 2357 RECKER REPAIR					
Cash Payment	E 001-1100-6332 VEHICLE MAINTENANCE	Police Batzer Tire Service			\$86.50
	Invoice 2315				
Transaction Date	4/13/2011	CASH	1010	Total	\$86.50
Claim# 2358 RESCO					
Cash Payment	E 630-8210-6507 OPERATING SUPPLIES	Electric Shrink Cable			\$1,149.18
	Invoice 469391-00				
Transaction Date	4/13/2011	CASH	1010	Total	\$1,149.18
Claim# 2359 RITE PRICE					
Cash Payment	E 001-6500-6506 OFFICE SUPPLIES	City Hall Office Supplies			\$28.36
	Invoice apr 2011				
Cash Payment	E 001-6220-6506 OFFICE SUPPLIES	Clerk Office Supplies			\$371.00
	Invoice apr 2011				
Transaction Date	4/13/2011	CASH	1010	Total	\$399.36
Claim# 2360 POPE, ROBERT					
Cash Payment	E 001-1100-6240 MILEAGE AND TRAVEL E	Police Meals			\$13.04
	Invoice apr 2011				
Transaction Date	4/13/2011	CASH	1010	Total	\$13.04
Claim# 2361 SANDOL LABORATORY					
Cash Payment	E 610-8150-6412 TESTING/HYGENIC LAB	Sewer Testing			\$255.00
	Invoice apr 2011				
Transaction Date	4/13/2011	CASH	1010	Total	\$255.00
Claim# 2362 SIMPLEXGRINNELL					
Cash Payment	E 001-4100-6320 BLDG & GROUNDS MAIN	Library Fire Alarm Inspection, testing			\$668.05
	Invoice 74267707				
Cash Payment	E 001-4700-6320 BLDG & GROUNDS MAIN	Civic Center Fire Alarm Inspection, testing			\$1,336.11
	Invoice 74267707				
Transaction Date	4/13/2011	CASH	1010	Total	\$2,004.16
Claim# 2363 STRAWBERRY FOODS & DELI					
Cash Payment	E 001-6500-6507 OPERATING SUPPLIES	City Hall Coffee, Water, Kleenex			\$26.54
	Invoice apr 2011				
Cash Payment	E 001-1100-6507 OPERATING SUPPLIES	Police Clorox wipes			\$6.74
	Invoice apr 2011				
Transaction Date	4/13/2011	CASH	1010	Total	\$33.28
Claim# 2364 TERRY DURIN COMPANY					
Cash Payment	E 630-8210-6507 OPERATING SUPPLIES	Electric CSB500			\$147.00
	Invoice 259477				
Transaction Date	4/13/2011	CASH	1010	Total	\$147.00
Claim# 2365 TRUENORTH COMPANIES					
Cash Payment	G 001-2160 DEDUCTIONS PAYABLE	Emp Benefits by Pysl			\$304.96
	Invoice 0511strw				
Cash Payment	E 112-4100-6150 GROUP INSURANCE	Library Benefits			\$61.94
	Invoice 0511strw				
Cash Payment	E 112-2100-6150 GROUP INSURANCE	RUT Benefits			\$30.95
	Invoice 0511strw				
Cash Payment	E 630-8210-6150 GROUP INSURANCE	Electric Benefits			\$93.65
	Invoice 0511strw				

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April 10-11

Cash Payment	E 630-8250-6150 GROUP INSURANCE	Electric Benefits		\$18.97
	Invoice 0511strw			
Cash Payment	E 600-8100-6150 GROUP INSURANCE	Water Benefits		\$35.57
	Invoice 0511strw			
Cash Payment	E 610-8150-6150 GROUP INSURANCE	Sewer Benefits		\$46.31
	Invoice 0511strw			
Cash Payment	E 112-6220-6150 GROUP INSURANCE	Clerk Benefits		\$24.17
	Invoice 0511strw			
Cash Payment	E 112-1100-6150 GROUP INSURANCE	Police Benefits		\$162.39
	Invoice 0511strw			
Transaction Date	4/13/2011	CASH	1010	Total \$778.91
Claim# 2366 US CELLULAR				
Cash Payment	E 001-1600-6373 TELEPHONE & COMMUN	Ambulance Cell Phones		\$70.54
	Invoice 496809482-034			
Transaction Date	4/13/2011	CASH	1010	Total \$70.54
Claim# 2367 US CELLULAR				
Cash Payment	E 001-1100-6373 TELEPHONE & COMMUN	Police Cell Phones		\$150.10
	Invoice 490085600-059			
Transaction Date	4/13/2011	CASH	1010	Total \$150.10
Claim# 2368 US CELLULAR				
Cash Payment	E 600-8100-6373 TELEPHONE & COMMUN	Water Cell Phone		\$38.54
	Invoice 490085553-059			
Cash Payment	E 610-8150-6373 TELEPHONE & COMMUN	Sewer Cell Phone		\$38.53
	Invoice 490085553-059			
Cash Payment	E 630-8210-6373 TELEPHONE & COMMUN	Electric Cell Phone		\$38.54
	Invoice 490085553-059			
Transaction Date	4/13/2011	CASH	1010	Total \$115.61
Claim# 2369 WEBERS PLUMBING & HEATING				
Cash Payment	E 610-8150-6507 OPERATING SUPPLIES	Sewer Adapters		\$6.89
	Invoice 26873			
Transaction Date	4/13/2011	CASH	1010	Total \$6.89
Claim# 2370 MUNTERS TRUE VALUE				
Cash Payment	E 001-4700-6320 BLDG & GROUNDS MAIN	Civic Ctr Twist Pin		\$5.02
	Invoice may 2011			
Cash Payment	E 110-2100-6320 BLDG & GROUNDS MAIN	RUT Supplies		\$51.48
	Invoice may 2011			
Cash Payment	E 600-8100-6507 OPERATING SUPPLIES	Water Operating Supplies		\$54.02
	Invoice may 2011			
Cash Payment	E 610-8150-6507 OPERATING SUPPLIES	Sewer Supplies		\$29.17
	Invoice may 2011			
Cash Payment	E 001-1500-6320 BLDG & GROUNDS MAIN	Fire Boiler Materials		\$24.54
	Invoice may 2011			
Cash Payment	E 001-1100-6507 OPERATING SUPPLIES	Police Bulb, Ballast		\$35.98
	Invoice may 2011			
Cash Payment	E 001-6500-6320 BLDG & GROUNDS MAIN	City Hall Water Heater Materials		\$26.40
	Invoice may 2011			
Cash Payment	E 630-8210-6507 OPERATING SUPPLIES	Electric Materials		\$7.75
	Invoice may 2011			

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April 10-11

Cash Payment E 001-6450-6599 MISCELLANEOUS Zoning Battery \$5.39
 Invoice may 2011

Transaction Date 4/13/2011 CASH 1010 Total \$239.75

Claim# 2371 NADINGS SERVICE

Cash Payment E 001-1100-6331 VEHICLE OPERATIONS Police Fuel \$898.45
 Invoice apr 2011

Cash Payment E 001-1100-6332 VEHICLE MAINTENANCE Police Oil Wipes \$10.69
 Invoice apr 2011

Cash Payment E 001-1500-6331 VEHICLE OPERATIONS Fire Fuel \$231.04
 Invoice apr 2011

Cash Payment E 001-1600-6331 VEHICLE OPERATIONS Ambulance Fuel \$257.89
 Invoice apr 2011

Cash Payment E 110-2100-6331 VEHICLE OPERATIONS RUT Fuel \$357.43
 Invoice apr 2011

Cash Payment E 600-8100-6331 VEHICLE OPERATIONS Water Fuel \$92.68
 Invoice apr 2011

Cash Payment E 610-8150-6331 VEHICLE OPERATIONS Sewer Fuel \$241.45
 Invoice apr 2011

Cash Payment E 630-8210-6331 VEHICLE OPERATIONS Electric Fuel \$107.70
 Invoice apr 2011

Transaction Date 4/13/2011 CASH 1010 Total \$2,197.33

Claim# 2373 STRAWBERRY POINT DEVELOPM

Cash Payment E 124-6220-6413 PAYMENTS TO OTHER A L.O.S.T. funds \$2,225.78
 Invoice April 2011

Transaction Date 4/15/2011 CASH 1010 Total \$2,225.78

Claim Type Direct Tota \$34,233.56

Pre-Written Check	\$0.00
Checks to be Generated by the Compute	\$34,233.56
Total	\$34,233.56

License Application (BC0004970)

Applicant

Name of Applicant:	<u>Nading, David R.</u>		
Name of Business (DBA):	<u>Nading's Service & Sporting Goods</u>		
Address of Premises:	<u>201 Commercial Street</u>		
City: <u>Strawberry Point</u>	County: <u>Clayton</u>	Zip: <u>52076026</u>	
Business Phone:	<u>(563) 933-6195</u>		
Mailing Address:	<u>211 East Mission</u>		
City: <u>Strawberry Point</u>	State: <u>IA</u>	Zip: <u>520760267</u>	

Contact Person

Name:	<u>David Nading</u>		
Phone:	<u>(563) 933-6195</u>	Email Address:	<u>daver@lowatelecom.net</u>

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 04/12/2011

Expiration Date: 04/11/2012

Privileges:

Class C Beer Permit (BC)
Sunday Sales

Status of Business

BusinessType:	<u>Sole Proprietorship</u>		
Corporate ID Number:	<u>Federal Employer ID # 37-0958458</u>		

Ownership

Beth Nading

First Name: Beth

Last Name: Nading

City: Strawberry Point

State: Iowa

Zip: 520760267

Position Spouse

% of Ownership 0.00 %

U.S. Citizen

David Nading

First Name: David

Last Name: Nading

City: Strawberry Point

State: Iowa

Zip: 52076

Position Owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: First Western Insurance

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

License Application (BC0029345)

Applicant

Name of Applicant:	<u>MAC I INC</u>		
Name of Business (DBA):	<u>Strawberry Foods & Deli</u>		
Address of Premises:	<u>128 W Mission</u>		
City: <u>Strawberry Point</u>	County: <u>Clayton</u>	Zip: <u>52076</u>	
Business Phone:	<u>(563) 933-4367</u>		
Mailing Address:	<u>Box 276</u>		
City: <u>Winthrop</u>	State: <u>IA</u>	Zip: <u>50682</u>	

Contact Person

Name:	<u>Garv McElroy</u>		
Phone:	<u>(319) 935-3517</u>	Email Address:	<u>mac2@netins.net</u>

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 05/04/2011

Expiration Date: 05/03/2012

Privileges:

Class B Native Wine Permit
Class C Beer Permit (BC)
Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>230810</u>	Federal Employer ID #	<u>42-1491660</u>

Ownership

Deanna McElroy

First Name: Deanna

Last Name: McElroy

City: Winthrop

State: Iowa

Zip: 50682

Position Secretary

% of Ownership 50.00 %

U.S. Citizen

Gary McElroy

First Name: Gary

Last Name: McElroy

City: Winthrop

State: Iowa

Zip: 50682

Position President

% of Ownership 50.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

License Application (LE0001199)

Applicant

Name of Applicant:	<u>Mac I. Inc.</u>		
Name of Business (DBA):	<u>Strawberry Foods & Deli</u>		
Address of Premises:	<u>128 W Mission</u>		
City:	<u>Strawberry Point</u>	County:	<u>Clayton</u> Zip: <u>52076</u>
Business Phone:	<u>(563) 933-4367</u>		
Mailing Address:	<u>Mac I Inc. DBA Strawberry Foods & Deli</u>		
City:	<u>Strawberry Point</u>	State:	<u>IA</u> Zip: <u>52076</u>

Contact Person

Name:	<u>Gary</u>		
Phone:	<u>(563) 933-4367</u>	Email Address:	

Classification: Class E Liquor License (LE)

Term: 12 months

Effective Date: 05/04/2011

Expiration Date: 05/03/2012

Privileges:

Class B Wine Permit (Carryout Wine)
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>230810</u>	Federal Employer ID #	<u>42-1491660</u>

Ownership

Deanna McElroy

First Name: Deanna

Last Name: McElroy

City: Winthrop

State: Iowa

Zip: 50682

Position Secretary

% of Ownership 50.00 %

U.S. Citizen

Gary McElroy

First Name: Gary

Last Name: McElroy

City: Winthrop

State: Iowa

Zip: 50682

Position President

% of Ownership 50.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:	<u>State Farm Fire & Casualty Company</u>		
Policy Effective Date:	<u>05/04/2011</u>	Policy Expiration Date:	<u>01/01/1900</u>
Bond Effective Continuously:	2	Dram Cancel Date:	
Outdoor Service Effective Date:		Outdoor Service Expiration Date:	
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

FLOODPLAIN MANAGEMENT ORDINANCE
FOR CITY OF STRAWBERRY POINT, IOWA

Ordinance No. 11-03

Statutory Authority, Findings of Fact and Purpose

A. The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

B. Findings of Fact

1. The flood hazard areas of the City of Strawberry Point are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.
2. These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.

92.01 Statement of Purpose

It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of the City of Strawberry Point and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in Findings of Fact of this Ordinance with provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
2. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
3. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
4. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

92.02 General Provisions

A. Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City of Strawberry Point which are located within the boundaries of the Floodplain (Overlay) District as established in SECTION 92.03.

B. Rules for Interpretation of Floodplain (Overlay) District

The boundaries of the Floodplain (Overlay) District areas shall be determined by scaling distances on the official Flood Insurance Rate Map. When an interpretation is needed as to the exact location of a boundary, the Zoning Administrator shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Zoning Administrator in the enforcement or administration of this Ordinance.

C. Compliance

No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

D. Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

E. Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

F. Warning and Disclaimer of Liability

The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Strawberry Point or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

G. Severability

If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

92.03 Establishment of Floodplain (Overlay) District

The areas within the jurisdiction of the City of Strawberry Point having special flood hazards are hereby designated as a Floodplain (Overlay) District and shall be subject to the standards of the Floodplain (Overlay) District (as well as those for the underlying zoning district). The Floodplain (Overlay) District boundaries shall be as shown on the Flood Insurance Rate Map (FIRM) for Clayton County and Incorporated Areas, City of Strawberry Point, Panel 19043C0375E, dated June 2, 2011.

92.04 Standards for Floodplain (Overlay) District

All uses must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where 100-year flood data has not been provided on the Flood Insurance Rate Map, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

A. All development within the Floodplain (Overlay) District shall:

1. Be consistent with the need to minimize flood damage.
2. Use construction methods and practices that will minimize flood damage.
3. Use construction materials and utility equipment that are resistant to flood damage.
4. Obtain all other necessary permits from federal, state and local governmental agencies including approval when required from the Iowa Department of Natural Resources.

B. Residential buildings - All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the 100-year flood level. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the 100-year flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers) may be allowed subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

All new residential structures shall be provided with a means of access which will be passable by wheeled vehicles during the 100-year flood.

C. Non-residential buildings - All new or substantially improved non-residential buildings shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the 100-year flood level, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year flood; and that the structure, below the 100-year flood level is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator.

D. All new and substantially improved structures:

1. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

2. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

E. Factory-built homes:

1. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.

2. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

F. Utility and Sanitary Systems:

1. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
2. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the 100-year flood elevation.
3. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the 100-year flood elevation.
4. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the 100-year flood level. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.

H. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from a 100-year flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the Department of Natural Resources.

I. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.

J. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the 100-year flood.

Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include 100-year flood elevation data for those areas located within the Floodplain (Overlay) District.

K. Accessory Structures

1. Detached garages, sheds, and similar structures accessory to a residential use are exempt from the 100-year flood elevation requirements where the following criteria are satisfied.
 - a. The structure shall not be used for human habitation.
 - b. The structure shall be designed to have low flood damage potential.
 - c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
 - d. The structure shall be firmly anchored to prevent flotation which may result in damage to other structures.
 - e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the 100-year flood level.
2. Exemption from the 100-year flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

L. Recreational Vehicles

1. Recreational vehicles are exempt from the requirements of 92.04(E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.
 - a. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
 - b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
2. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of 92.04(E) of this Ordinance regarding anchoring and elevation of factory-built homes.

M. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

92.05 Administration

A. Appointment, Duties and Responsibilities of Zoning Administrator

1. The Zoning Administrator is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
2. Duties of the Administrator shall include, but not necessarily be limited to the following:
 - a. Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
 - b. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
 - c. Record and maintain a record of the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures in the Floodplain (Overlay) District.
 - d. Record and maintain a record of the elevation (in relation to North American Vertical Datum 1988) to which all new or substantially improved structures have been floodproofed.
 - e. Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
 - f. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.

B. Floodplain Development Permit

1. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations), including the placement of factory-built homes.
2. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:
 - a. Description of the work to be covered by the permit for which application is to be made.

- b. Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
 - c. Indication of the use or occupancy for which the proposed work is intended.
 - d. Elevation of the 100-year flood.
 - e. Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of buildings or of the level to which a building is to be floodproofed.
 - f. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
 - g. Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.
3. Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the City Board of Adjustment.
 4. Construction and Use to be as Provided in Application and Plans - Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

C. Variance

1. The City's Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards.
 - a. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship

to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.

- b. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - c. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
2. Factors Upon Which the Decision of the Board of Adjustment Shall be Based - In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
- a. The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - b. The danger that materials may be swept on to other land or downstream to the injury of others.
 - c. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - d. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - e. The importance of the services provided by the proposed facility to the City.
 - f. The requirements of the facility for a floodplain location.
 - g. The availability of alternative locations not subject to flooding for the proposed use.
 - h. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - i. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - j. The safety of access to the property in times of flood for ordinary and emergency vehicles.

- k. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
 - l. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
 - m. Such other factors which are relevant to the purpose of this Ordinance.
3. Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
- a. Modification of waste disposal and water supply facilities.
 - b. Limitation of periods of use and operation.
 - c. Imposition of operational controls, sureties, and deed restrictions.
 - d. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
 - e. Floodproofing measures.

92.06 Nonconforming Uses

- A. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
 - 1. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
 - 2. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- B. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

92.07 Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 (ONE HUNDRED) or imprisoned for not more than 30 (THIRTY) days. Nothing herein contained prevent the City of Strawberry Point from taking such other lawful action as is necessary to prevent or remedy violation.

92.08 Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

92.09 Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

BASE FLOOD - The flood having one (1) percent chance of being equaled or exceeded in any given year. (See 100-year flood).

BASEMENT - Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

DEVELOPMENT - Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling, grading.

EXISTING CONSTRUCTION - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FACTORY-BUILT HOME - Any structure, designed for residential use, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

FACTORY-BUILT HOME PARK - A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

FLOOD - A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

FLOOD ELEVATION - The elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, the 100-year flood elevation is the elevation of flood waters related to the occurrence of the 100-year flood.

FLOOD INSURANCE RATE MAP (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

FLOODPLAIN - Any land area susceptible to being inundated by water as a result of a flood.

FLOODPLAIN MANAGEMENT - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

FLOODPROOFING - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

FLOODWAY - The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

FLOODWAY FRINGE - Those portions of the floodplain, other than the floodway, which can be filled, leveed, or otherwise obstructed without causing substantially higher flood levels or flow velocities.

HISTORIC STRUCTURE - Any structure that is:

- a. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either (i) an approved state program as determined by the Secretary of the Interior or (ii) directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR - The floor of the lowest enclosed area in a building including a basement except when all the following criteria are met:

- a. The enclosed area is designed to flood to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of 92.04(D)1 of this Ordinance and
- b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the 100-year flood level, and
- d. The enclosed area is not a "basement" as defined in this section.

In cases where the lowest enclosed area satisfies criteria a, b, c, and d above, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.

MINOR PROJECTS - Small development activities (except for filling, grading and excavating) valued at less than \$500.

NEW CONSTRUCTION - (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

NEW FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-

built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the community.

ONE HUNDRED (100) YEAR FLOOD - A flood, the magnitude of which has a one (1) percent chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded a least once every one hundred (100) years.

RECREATIONAL VEHICLE - A vehicle which is:

- a. Built on a single chassis;
- b. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES – Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- a) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- b) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- c) Basement sealing;
- d) Repairing or replacing damaged or broken window panes;
- e) Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

SPECIAL FLOOD HAZARD AREA - The land within a community subject to the "100-year flood". This land is identified as Zone A on the community's Flood Insurance Rate Map.

START OF CONSTRUCTION - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing,

grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factor-built homes, storage tanks, and other similar uses.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - Any improvement to a structure which satisfies either of the following criteria:

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the improvement, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".

2. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

VARIANCE - A grant of relief by a community from the terms of the floodplain management regulations.

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

ADOPTED AND PASSED by the City Council of the City of _____ this
_____ day of _____, 20__.

Mayor

Seal of City

Attest:

City Clerk

Publication Date: _____

Effective Date: _____

Note: All Ordinances must be properly certified.

STRAWBERRY POINT CHAMBER OF COMMERCE

April 2011 Newsletter

Strawberry Point

Point The Way

Chamber Board Meeting 7 a.m. Franklin Hotel	4/4
Chamber Board Meeting 7a.m.-Franklin Hotel	4/18
Easter Sunday	4/24
Regional Chamber Board Conference 5-8 p.m. West Union	4/29
May 6&7 City-Wide Garage Sales	

If you have any events that you want the Chamber to include for the month of December, please call 933-4417 or email: chamber@strawberrypoint.com.

City-Wide Garage Sales: May 6th and 7th



SAVE THE DATE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12						
19	20				24	25
26		28	29	30		

Strawberry Days June 10-11

Regional Chamber Conference Planned

The Strawberry Point Chamber of Commerce will help sponsor a Regional Chamber Board Conference on Friday, April 29th in West Union. Chamber Board

members from Northeast Iowa will get together and discover tools to best serve their members. Attendees will also hear from an Iowa Department of

Economic Development representative who will give information on chamber best practices and how to best help businesses in their communities.


Strawberry Point Chamber of Commerce

P.O. Box 404

Strawberry Point, LA 52076

Phone: (563) 933-4417

Email: chamber@strawberrypt.com

Find Strawberry Point on Facebook!

Strawberry Days is Right Around the Corner

The Chamber of Commerce is in the final two months of planning for Strawberry Days. There are a couple of new changes that are planned for this year. Strawberry Days is usually a three-day event. The chamber has decided to only have Strawberry Days for two days on Friday and Saturday, June 10 and 11th. However, events at the Industrial Park on Sunday will still be going on. The chamber has also booked Candyland Amusements from Cleveland, Texas to provide us with a carnival! We have also invited Lee Cole, a magician and comedian, to perform Saturday afternoon in Inger Park. Lee will also do a program for a Strawberry Point class reunion that evening. Strawberry Days always has a theme every year, but the chamber decided why not celebrate what Strawberry Days

stands for. The theme is "Everything Strawberry" and we encourage everyone to place an emphasis on strawberries in their floats and elsewhere during the festival. After all, it is called Strawberry Days! Besides the new activities, we will also bring back the old favorites, including free strawberries and ice-cream.

Friday

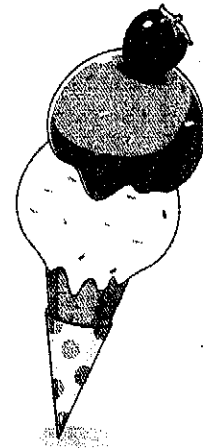
All Day	Carnival
1:30	Registration for Pet Show
2:00	Pet Show
4:00-7:00	Lion's Club Dinner
5:00	Registration for Kiddie Parade
8:00	Fireman's Street Dance
9:00	Entertainment at Chaser's and Rod & Cal's

Saturday

All Day	Carnival
8:30-10:00	VFW Pancake Breakfast
7:00-Noon	Mud Run Registration @ Industrial Park
8:00	Mini Tri - starting at Campbell Park
9:00	BBQ Cook Off Registration - Judging at 3:00
11:00-12:00	Crowning of Little Miss & Mr. Strawberry
Noon	Parade line Up on Westwood
Noon	4th Annual Volleyball Tournament
Noon-4:00	Classic Car Display followed by Cruise

1:00	Parade
2:00-6:00	Mud Run in Industrial Park
2:30-7:00	Entertainment in Inger Park
	2:45 - Moser School of Dance
	3:30 - Lee Cole
	4:15 - POMS
	5:00-3 rd Offense
3:00-4:00	BBQ Judging
4:30-6:30	Drunk Driving Simulator
5:00-7:00	Free Strawberries and Ice-cream
7:00-11:00	S.A.F.E. Teen Dance & Pool Party with Drunk Driving Simulator
9:00	Entertainment at Chaser's and Rod and Cal's

All times are approximate and subject to change.



Chamber Presents Businesses with Awards

During the month of March, the chamber presented two business awards. Hillary Recker of R Images was awarded a Progress Award for moving her business to downtown. R Images is located at 110 West Mission Street and is open by appointment. Katie Bockenstendt of FamTastic Boutique was awarded a New Business Award. Katie opened her new

business in February. FamTastic Boutique is also located at 110 West Mission Street. FamTastic sells "Fight Like A Girl" merchandise, purses, unique gifts, along with children's toys and accessories. If you know of a business you would like to see given a progress award, please contact the chamber at 933-4417.

Congrats!

Strawberry Point
Development Fund
115 W. Mission
P.O. Box 85
Strawberry Point, IA 52076
(563) 933-4417
econdev@strawberrypt.com

Development Digest

Area Calendar:

- April 8-10: "Death by Chocolate" -Elkader Opera House
- April 9: Rock the River Road Show- Gutenberg Lakeside Ballroom
- April 12: SBDC Consulting and Smart Start class-Elkader Keystone AEA
- April 14: Clayton County Foundation for the Future Grant Presentations- Franklin Hotel
- April 14-16: "Death by Chocolate"- Elkader Opera House
- April 16-17: The Iowa Wine Trail- Marquette
- April 22: Good Friday
- April 24: Easter Sunday
- April 29: NIFF Local Food Producer Grant Applications due

Volume 1, Issue 1

April 2011

Welcome to the First Development Digest Issue!

Welcome to the very first issue of Development Digest for Strawberry Point! I hope that you will enjoy each monthly issue. This newsletter will be filled with tips, tools, and resources to help you and your business. Some future topics may include social marketing, business secession, federal and state resources, useful business websites, financial assistance, business spotlights and more! I will also let you know when grants are due, plus list area programs and classes

that will be available to you each month. Classes often are sponsored by the Clayton County Development Group, Small Business Development Centers, S.C.O.R.E, Northeast Iowa Business Network, and Northeast Iowa Community College. I know we all get so many emails that come though our desks each day, and I hope this will be a new and better way to receive information instead of sending multiple forwards each month. If you have any suggestions, please contact

me at 563-933-4417 or email econdev@strawberrypt.com. For the latest on area events and happenings in Strawberry Point, be sure to check-out Strawberry Point's website: www.strawberrypt.com and check us out on Facebook at www.facebook.com/pages/Strawberry-Point-Iowa/61561895348. Thanks for Reading!

-Amanda Whittle
Strawberry Point Economic
Development Director



NIFF Local Food Producer Grants Due April 29th



The Northeast Iowa Food & Farm Coalition is pleased to offer mini-grants to local food producers and food entrepreneurs in Allamakee, Clay-

ton, Chickasaw, Fayette, Howard or Winneshiek counties. Local farmers interested in starting or expanding local food production, processing, marketing or distribution in northeast Iowa are eligible to apply. Only one project per farm/business/family will be funded. Farmers should contact their local economic development office for an application. The grant funds may be used for start-up or expan-

sion costs related to growing or marketing local food. Funds must be used on projects that will build the capacity of the farm to produce food long-term. If you are interested in applying, please stop by the Economic Development Office at 105 West Mission for an application. You can also email econdev@strawberrypt.com for an application.

Google

Docs



With Google Docs, you can create documents, spreadsheets, presentations, forms, and more!

Google Docs...Free Programs for Your Business!

Many of us have used and are familiar with Microsoft Word and Excel. The only problem with these programs is the cost. Google has come up with free programs that allow you to make spreadsheets and documents, much like Excel and Word. All you need to do is go to www.google.com and click "sign in." You will then be directed to sign-in or create a new account. Once you have a Google account, you can go to the Google homepage and click on the arrow by the "more" tab at the top of the page. You will get a list of several options. Just click on "Documents." You will be taken to the Google Documents page. In the upper-left hand corner, you will be given the option to either upload a document or create a new document. You can upload right from Word and Excel. You can

also create a document, spreadsheet, or presentation using Google's free programs! Once you upload or create a new document, it will stay in your account until you remove it. One of the advantages of Google Docs is that you don't have to worry about backing up your files because it is on the internet. Another advantage is that you can get to your documents from any computer and at anytime. Just sign into your Google account from any computer and you have all your documents in one spot. Another advantage of Google Docs is the ability to share your documents with others who have a Google account. Once your document is created or uploaded, it will be located in your documents section of your account. Move your mouse over your document name. It will then be high-

lighted in blue and an "Actions" tab with an arrow will appear to the right side of the document name. Click on the arrow and go down to "share." You can now share your document by emailing it as an attachment to others who have a Google account. You can also click the "share" arrow and go to "share settings." You can add emails of other Google users and they can either "view" the document only, or they can "edit" the document. Google Docs is just one feature of Google that can aid you or your business. I will feature more Google programs in upcoming issues, but if you are interested in learning more about Google Docs, please contact me at 933-4417 or econdev@strawberryp.com. I can also help you set up an account and get started.

CCDG Hosts SBDC Business Consulting and Smart Start Class

The Clayton County Development Group is hosting a consultant from the Small Business Development Center on April 12, from 10:00 a.m.-3:00 p.m. at the Keystone Area Education Agency in Elkader. There will be a Smart Start class the same day and location from 4:00-8:00 p.m. This is

open for anyone who may be thinking about opening up a new business. The class discusses the proper progression toward opening a business, and focuses on the feasibility of the venture through the development of a business plan and cash flow, the best tools for evaluating the

business idea. If you would like to have a one hour business consulting session or sign up for the Smart Start class, please contact the Clayton County Development Group at 563-245-2201. Registration is required for this session.



Strawberry Point Tree Board Meeting
City Hall Meeting Room
March 14, 2011 Minutes

The meeting was called to order at 7:00pm with the following members in attendance: Don McCullough, Aaron Opperman, Mike Tucker, Jon Schack, and Kari Long.

Minutes from February 15, 2011 were approved with a motion by Aaron, second by Mike. Motion carried.

Kari reported there is \$2,500 available to spend on trees this spring.

Information/Communications:

Don reported that the City Council approved the removal of 15 trees along the west side of Elkader St. due to utility poles/lines. The Power of Trees Program grant check in the amount of \$1,250 was received. Don was asked to do a presentation on the Tree Board at the March 15, 2011 P.E.O. meeting. Don talked to Verle Pugh (tree removal request at 314 E. Mission) to update him on the Tree Board's decision to wait to make a decision until the tree is leafed out. There will not be anyone attending the 2010 Tree City USA banquet on April 5 in Des Moines.

Old Business:

There is a continuing need for new Tree Board members to fill 2 vacant seats. The possibility of reducing the board from 7 to 5 members was also discussed.

Aaron presented price lists for bare root trees from both Keppler Landscaping, of Elkader, and Breitsprecher Landscaping, of Arlington. It was decided to order 45 trees, 5 of each variety, from Keppler for an approximate cost of \$2,180:

Small-medium sized trees (25):
Autumn Brilliance Serviceberry
Prairie Radiance (Burning Bush)
Korean Maple
Lilac, Ivory Silk
Lilac, Dwarf Korean

Large sized trees (20):
Maple, Deborah
Maple, Royal Red
Oak, Red
Quaking Aspen

Mike researched Tree Board codes from various cities. He recommends keeping the ordinance brief, with a separate manual addressing more specifics, such as species, distances, diagrams, etc. Mike will continue to collect information, and the Tree Board will address possible code revisions in August/September.

New Business:

Don will take care of newspaper publications regarding both the Trees Forever grant and the Tree City USA award.

A motion was made by Kari, second by Mike to set the Strawberry Point Arbor Day Celebration and Tree Planting for Saturday, April 30, 2011. Motion carried. Tree Board members will meet at Campbell Park at 8am, other volunteers at 8:45am, with a group photo at 9am. The Starmont FFA will be invited to participate again this year.

There was a tree trimming and removal request by Nancy Ann Swanson for 304 W. Spring. The owner is concerned about branches being in utility lines, as well as roots growing into the gas line.

Following discussion, a motion was made by Aaron, second by Jon, to approve trimming branches around the utility lines, but deny removal of the tree, motion carried.

The next regular Tree Board meeting will be Monday, April 11, 7pm at City Hall.

The meeting adjourned at 8:14pm.

Respectfully submitted by Jon Schack,
Tree Board Secretary

Project Notes:

Strawberry Point, Iowa
2011



1. If the price of diesel fuel goes over \$4.25/gallon, there will be a fuel surcharge added to the project.
2. You will be charged for the actual amount of patch used.
3. If you have any questions, call me at 319-240-1595.

Don

PROJECT WORKSHEET
Prairie Road Builders, Inc.

City Of: Strawberry Point, Iowa 2011

Approved By: _____

CODE: PR-Prime, SS-Single Seal, DS-Double Seal, P-Patch, BP-Base Preparation

Identification	From	To	Measurement	Sq. Yd.	Rec. Imp.	Cost
1. Forrestville			20 x 26 100 x 24 340 x 24	58 267 907	SS SS Patch - 1.5 ton Base recon- struction. Add 2" base. Heavy seal.	6,065.45
2. 111 East Elm			16 x 18	32	Spot seal Raise manhole Patch - 1.5 ton	770.00
3. Alley north of City Hall			195 x 28 395 x 24	607 1053	SS SS Patch - 4 ton	4,040.00
4. West Spring by Catholic Church			25 x 12	33	Spot seal Patch - 1.0 ton	330.00
5. 212 East Mission			12 x 18	24	Spot seal Patch - 1.0 ton	240.00
6. East Mission & Forrestville			12 x 18	24	Spot seal Patch - 1.0 ton	240.00
7. Forrestville & Elm			20 x 18	40	Spot seal Patch 1.0 ton	400.00
					Total	12,085.45

(b) Landlord shall keep the following in good repair: (strike inapplicable words)(roof) (exterior walls) (foundation) (sewer) (plumbing) (heating) (wiring)(~~air conditioning~~)(~~plate glass~~)(windows and window glass) (parking area) (driveways) (sidewalks) (exterior decorating) (interior decorating)

Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANTS USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises included the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord:
all utilities to be furnished by Landlord

Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$ 3,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant. Tenant will procure and maintain liability insurance in amounts not less than \$ 1,000,000.00 for any person injured, \$ 3,000,000.00 for any one accident, and with the limits of \$ 10,000.00 for property damage, which names Landlord as an insured.

12. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty _____ days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) **Termination.** Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) **Forfeiture.** If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS.** Landlord, during the last ninety _____ days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

19. **ADDITIONAL PROVISIONS.**

LANDLORD Dale H. Foy
Mayor

TENANT Denise Jones

City of Strawberry Point, Iowa, a municipal corporation

Denise's Dance Studio

PROCLAMATION

PUBLIC SERVICE RECOGNITION WEEK

May 1st – 7th, 2011

WHEREAS, public service is among the most noble and demanding of professions, and

WHEREAS, Public Service Recognition Week is observed annually to celebrate and recognize the valuable services that millions of public servants provide to the nation, and

WHEREAS, Public employees serve citizens as officials of city government, police officers, firefighters, emergency service workers, public works employees, librarians, administration and clerical, planners, and many more, as they provide the services the City of Strawberry Point require of them, and

WHEREAS, the City of Strawberry Point employees over 70 public employees in both full-time and part-time positions, and

WHEREAS, the work of these individuals enhances the quality of life of citizens throughout our City, and

WHEREAS, the Mayor and Strawberry Point City Council wish to recognize the many important contributions of City employees,

NOW, THEREFORE THE MAYOR AND STRAWBERRY POINT CITY COUNCIL OF THE CITY OF STRAWBERRY POINT, IOWA do hereby proclaim the week of May 1 – 7, 2011 as Public Service Recognition Week and express our appreciation not only to Strawberry Point employees, but to all public employees at all levels of government. Together we call on all citizens throughout the City to recognize the contributions of Strawberry Point employees and to take pride in their accomplishments.

Dated this 20th day of April, 2011

Dale Fox, Mayor

Deanna Dement, City Clerk

~ PROCLAMATION ~

IOWA SCHOOL BOARD RECOGNITION WEEK 2011

- WHEREAS Iowa school boards create a vision for what students should know and be able to do;
- WHEREAS Iowa school boards establish clear standards for student performance;
- WHEREAS Iowa school boards ensure that student assessments are tied to established standards;
- WHEREAS Iowa school boards are accountable to the community for operating schools that support student achievement;
- WHEREAS Iowa school boards align school district resources to ensure that students meet standards;
- WHEREAS Iowa school boards create a climate that supports the philosophy that all children can learn at high levels;
- WHEREAS Iowa school boards build collaborative relationships based on trust, teamwork and shared accountability; and
- WHEREAS Iowa school boards are committed to continuous education and training on issues related to student achievement.

NOW, THEREFORE, The Strawberry Point City Council, hereby declare our Appreciation to the members of the Starmont School Board and proclaim May 8-13, 2011, to be Iowa School Board Recognition Week.

I urge all citizens to join us in recognizing the dedication and hard work of local school board members in recognizing that school board members are local leaders working to help students succeed.

Dale Fox, Mayor