

Public Notice

The City Council of Strawberry Point Will Meet Wednesday, January 5, 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)
- 4) Oath of Office to Police Officer Trumblee
- 5) Citizen's Award

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.

- 6) Minutes from December 15th and 22nd
- 7) Claims

Unfinished Business

- 8) Vision 2020

Information

New Business

- 9) Discuss Lease Agreement Terms for Moser School of Dance for 2011-2012
- 10) Discuss Increasing Garbage Rates
- 11) Review Housing Incentives Offered by the City
- 12) Police Academy
- 13) Motion to Reappoint Jeff Robinson as Fire Chief

Other Business

- 14) Adjournment

Posted: January 3, 2011

Deanna Dement, City Clerk

Mayor, Dale Fox

OATH OF OFFICE

I, DAVID TRUMBLEE, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of POLICE OFFICER, in the City of Strawberry Point in Clayton County, Iowa, as now or hereafter required by law.

Signed by me this 5th day of January 2011.

Signature

SUBSCRIBED AND SWORN to before me this 5th day of January 2011.

ATTEST:

SEAL

Strawberry Point City Council
Regular Meeting December 15, 2010

The Strawberry Point City Council met for a regular meeting on Wednesday, December 15, 2010 at 6:00 p.m. at the Council Chambers of City Hall. Mayor or Fox presided and led the Pledge of Allegiance. Council members answering roll call were Rich Newman, Jacci Meyers, Troy Stover and Jackie Opperman. Jan Parkin was absent.

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

CONSENT AGENDA

4) Minutes from December 1st

5) Claims

Meyers moved to approve the consent agenda with additional claims to Alpine, Black Hills and Iowa Narcotics Officers Association. Stover seconded the motion. A roll call vote was taken.

Ayes: Meyers, Newman, Opperman and Stover. Nays: None. Consent agenda passes.

UNFINISHED BUSINESS

The progress on the Vision 2020 Plan was briefly discussed. The Mayor and Jacci Meyers presented information about the goal they were working on regarding a summer recreation program. Some ideas included having an Easter egg hunt and games, such as kick ball, for kids to play during the summer for kids 1st through 6th grade. Another suggestion was to have a pool party. Troy and Jan are working on signage at the Industrial Park. There are some funds available in the Industrial Park Fund for this.

Discussion continued on constructing an ice rink. A fireman who remembered doing this said that they plowed the snow off the infield at the ball diamond and then used the snow as the border. The fire department then filled it in with water. Another citizen who remembers the ice rink from years ago said it was wonderful, but once it starts to melt and then refreezes there are ripples in the rink so it can't be used. Newman moved that we try this for this winter. Opperman seconded the motion. A roll call vote was taken. Ayes: Newman, Opperman. Nays: Stover and Meyers. Motion fails. This will be addressed again next year.

INFORMATION

The City Council received November month-end financial reports, Tree Board Minutes from November 6th and Strawberry Point Library Board Minutes from October 26th. They also received a Christmas card from Clayton County Development Group and Upper Explorerland. The Mayor also provided information from the Clayton County Hazard Mitigation meeting.

NEW BUSINESS

Ryan Wicks, engineer from Tekippe Engineering was present to discuss some items concerning the Elkader Street construction. Additional storm sewers will installed during construction. Temporary/Utility easements were mailed and very few have been returned. If 100% of the utility easements from the property owners on the west side are not returned the electric poles will remain in the right-of-way between the sidewalks and curb and all the trees will be removed. If 100% of the easements are received the electric poles may be relocated behind the curb on the property lines. Trees that are older than 3years old would not survive a transplant. The DOT is allowing the 6ft clear zone. Reminders will be sent to property owners and they will need to be returned prior to the end of the year or the City will assume they will not be returning them. Temporary easements are necessary to change the grade of driveways past the right of way. If temporary easements are not received nothing can be done past the sidewalk. Bid

letting is still planned for fall of 2011. Traffic control will be done to allow access as much as possible. There will be flaggers and one lane traffic during the utility replacement. There will be times when access will be limited though. Assessments were also discussed. Commercial Street was considered rehabilitation whereas; Elkader Street is reconstruction so the DOT will pay for different items than Commercial Street. Service lines and sidewalks and driveways will be assessed, but if things were done due to the construction the DOT will pay.

The council discussed the Police Chief returning to salary from hourly since we have hired reserves. Opperman moved to have the police chief return to salary. Meyers seconded the motion. A roll call vote was taken. Ayes: Stover, Meyers, Newman and Opperman. Nays: None. Motion passes.

The City Superintendent would like to purchase 6 transformers from Solomon for Elkader Street for a cost of \$4500. Opperman moved to approve the purchase of 6 transformers for \$4500. Stover seconded the motion. A roll call vote was taken. Ayes: Meyers, Newman, Opperman and Stover. Nays: None. Motion passes.

Tree complaints concerning trees that were planted in the right-of-way were discussed. Nothing will be done before spring. If the trees are less than 3 years old they will be transplanted. The DNR said that if a tree is more than 3 years old a tree will not tolerate a removal and transplant. The trees are planted too close to power lines, utility services and curb and sidewalks. Opperman moved that we tell the Tree Board not to worry about the tree complaints. Stover seconded the motion. After some discussion, Opperman and Stover withdrew their motion. No action was taken at this time.

OTHER BUSINESS

The Cass Cemetery board extended their thanks for getting trees removed and trimmed at the Cemetery. First interviews were held for the police officer position today and we have narrowed it down to 2 candidates. It was discussed just utilizing the reserve program instead of hiring an additional officer. We will hold 2nd interviews with these 2 candidates on December 22 beginning at 6:00pm. Derik Chambers just started as a reserve officer.

With no further business, Opperman moved to adjourn at 7:22 p.m. Newman seconded the motion. Motion passed.

Deanna Dement, City Clerk

Dale Fox, Mayor

Strawberry Point City Council
Special Meeting December 22, 2010

The Strawberry Point City Council met for a special meeting on Wednesday, December 22, 2010 at 6:00 p.m. Mayor Fox presided. Council members answering roll call were Jan Parkin, Rich Newman, Troy Stover and Jackie Opperman. Jaci Meyers was absent. Also, present was Police Chief Pope and the City Administrator.

The main purpose of this special meeting was to hold 2nd interviews for the top 2 candidates for the vacant police officer position. Both candidates have passed their physical agility test and are qualified for the position. Following the interviews the council discussed each candidate and what they can bring to the City. After a lengthy discussion, Parkin moved to offer the police officer position to David Trumblee with a starting wage of \$13.00 per hour, with a \$1 per hour increase following Police Academy graduation, then a \$.50 per hour increase after 6 months and an additional \$.50 per hour increase after another 6 months. Newman seconded the motion. All voted in favor and motion passes.

Chief Pope called David Trumblee to offer him the position and he gladly accepted. Trumblee will start yet in December with a starting wage of \$13.00 per hour.

OTHER BUSINESS

With no further business, Opperman moved to adjourn at 7:24 p.m. Parkin seconded the motion. All voted in favor and motion passes.

Deanna Dement, City Clerk

Dale Fox, Mayor

STRAWBERRY POINT, IA

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*Claim Register©

010511claims

January 10-11

Claim Type	Direct				
Claim#	1882	AIRGAS NORTH CENTRAL			
Cash Payment	E 001-1600-6518	MEDICAL SUPPLIES	ambulance oxygen tanks		\$46.29
	Invoice	105592357			
Transaction Date	12/30/2010	CASH	1010	Total	\$46.29
Claim#	1883	ALLIANT ENERGY			
Cash Payment	E 610-8150-6371	UTILITIES	sewer lagoon utilities		\$1,991.00
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$1,991.00
Claim#	1884	ALLIANT ENERGY			
Cash Payment	E 600-8100-6371	UTILITIES	water ind park utilities		\$34.47
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$34.47
Claim#	1885	ALLIANT ENERGY			
Cash Payment	E 600-8100-6371	UTILITIES	water s well utilities		\$172.56
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$172.56
Claim#	1886	BARCO MUNICIPAL PRODUCTS			
Cash Payment	E 110-2100-6181	CLOTHING ALLOWANCE	RUT reflective shirts, jackets		\$163.04
	Invoice	in-193943			
Transaction Date	12/30/2010	CASH	1010	Total	\$163.04
Claim#	1887	BLACK HILLS ENERGY			
Cash Payment	E 001-4700-6371	UTILITIES	civic center utilities		\$1,051.73
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$1,051.73
Claim#	1888	BLACK HILLS ENERGY			
Cash Payment	E 001-4200-6371	UTILITIES	museum utilities		\$225.89
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$225.89
Claim#	1889	BLACK HILLS ENERGY			
Cash Payment	E 001-4600-6371	UTILITIES	pool utilities		\$59.16
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$59.16
Claim#	1890	BLACK HILLS ENERGY			
Cash Payment	E 110-2100-6371	UTILITIES	RUT utilities		\$196.48
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$196.48
Claim#	1891	BLACK HILLS ENERGY			
Cash Payment	E 001-1500-6371	UTILITIES	fire utilities		\$231.02
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$231.02
Claim#	1892	BLACK HILLS ENERGY			
Cash Payment	E 001-6500-6371	UTILITIES	city hall utilities		\$120.38
	Invoice	jan 2011			
Transaction Date	12/30/2010	CASH	1010	Total	\$120.38

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*Claim Register©

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January 10-11

Claim# 1893 CITY OF STRAWBERRY POINT					
Cash Payment	E 630-8250-6422 ENERGY EFFICIENCY	electric energy rebate			\$50.00
	Invoice carnicle maile				
Transaction Date	12/30/2010	CASH	1010	Total	\$50.00
Claim# 1894 HAWKINS WATER TREATMENT					
Cash Payment	E 600-8100-6501 CHEMICALS	water sodium hypochloride			\$43.94
	Invoice 3183540				
Transaction Date	12/30/2010	CASH	1010	Total	\$43.94
Claim# 1895 HEIMAN FIRE EQUIPMENT					
Cash Payment	E 001-1500-6181 CLOTHING ALLOWANCE	fire name panel			\$49.35
	Invoice 0778379				
Transaction Date	12/30/2010	CASH	1010	Total	\$49.35
Claim# 1896 IOWA POLICE CHIEFS ASSOCIATI					
Cash Payment	E 001-1100-6220 DUES/MEMBERSHIPS/S	police iowa chiefs membership			\$75.00
	Invoice 2011				
Transaction Date	12/30/2010	CASH	1010	Total	\$75.00
Claim# 1897 J & R SUPPLY INC					
Cash Payment	E 600-8100-6507 OPERATING SUPPLIES	water main clamps			\$60.00
	Invoice 9012095				
Transaction Date	12/30/2010	CASH	1010	Total	\$60.00
Claim# 1898 DUANE JOHNSON					
Cash Payment	E 001-1600-6230 TRAINING	ambulance reimburse for training			\$110.00
	Invoice dec 2010				
Transaction Date	12/30/2010	CASH	1010	Total	\$110.00
Claim# 1899 POPE, ROBERT					
Cash Payment	E 001-1600-6230 TRAINING	ambulance tb test reimbursement			\$12.50
	Invoice dec 2010				
Transaction Date	12/30/2010	CASH	1010	Total	\$12.50
Claim# 1900 REGIONAL MEDICAL CENTER					
Cash Payment	E 001-1600-6022 ADMINISTRATION	amb tier1010pg			\$100.00
	Invoice dec tiering				
Cash Payment	E 001-1600-6022 ADMINISTRATION	amb tier 1110lc			\$100.00
	Invoice dec tiering				
Cash Payment	E 001-1600-6022 ADMINISTRATION	amb tier 1112jh			\$100.00
	Invoice dec tiering				
Cash Payment	E 001-1600-6022 ADMINISTRATION	amb tier 1115dd			\$100.00
	Invoice dec tiering				
Transaction Date	12/30/2010	CASH	1010	Total	\$400.00
Claim# 1901 USA BLUE BOOK					
Cash Payment	E 600-8100-6412 TESTING/HYGENIC LAB	water nitrate test strips			\$28.30
	Invoice 290095				
Transaction Date	12/30/2010	CASH	1010	Total	\$28.30
Claim# 1902 WESSELS ELECTRICAL SERVICE					
Cash Payment	E 630-8210-6507 OPERATING SUPPLIES	electric 250v 2pole 3 wire cord connector			\$18.15
	Invoice 4831				
Transaction Date	12/30/2010	CASH	1010	Total	\$18.15

STRAWBERRY POINT, IA

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***Claim Register©**

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January 10-11

Claim# 1903 WESSELS ELECTRICAL SERVICE					
Cash Payment	E 630-8210-6494 CONTRACTS	electric utility labor bard, swales			\$206.25
	Invoice 4852				
Transaction Date	12/30/2010	CASH	1010	Total	\$206.25
Claim# 1904 WINDSTREAM					
Cash Payment	E 630-8210-6373 TELEPHONE & COMMUN	electric phone			\$129.21
	Invoice 49672309				
Cash Payment	E 001-1100-6373 TELEPHONE & COMMUN	police phone			\$23.49
	Invoice 49672309				
Cash Payment	E 001-1500-6373 TELEPHONE & COMMUN	fire phone			\$23.49
	Invoice 49672309				
Cash Payment	E 001-1600-6373 TELEPHONE & COMMUN	ambulance phone			\$23.48
	Invoice 49672309				
Cash Payment	E 001-4600-6373 TELEPHONE & COMMUN	pool phone			\$5.99
	Invoice 49672309				
Transaction Date	12/30/2010	CASH	1010	Total	\$205.66
Claim# 1905 WINDSTREAM					
Cash Payment	E 001-1100-6373 TELEPHONE & COMMUN	police phone			\$17.28
	Invoice 49675845				
Cash Payment	E 001-1600-6373 TELEPHONE & COMMUN	ems phone			\$17.28
	Invoice 49675845				
Cash Payment	E 001-1500-6373 TELEPHONE & COMMUN	fire phone			\$17.27
	Invoice 49675845				
Transaction Date	12/30/2010	CASH	1010	Total	\$51.83
Claim# 1906 RODAS CHEVROLET INC					
Cash Payment	E 110-2100-6332 VEHICLE MAINTENANCE	various plow flasher, pump, fuse, fuel pump			\$626.90
	Invoice dec 2010				
Cash Payment	E 600-8100-6332 VEHICLE MAINTENANCE	various plow flasher, pump, fuse, fuel pump			\$490.52
	Invoice dec 2010				
Transaction Date	12/30/2010	CASH	1010	Total	\$1,117.42
Claim# 1907 GRAYBILL COMMUNICATIONS					
Cash Payment	E 001-1500-6727 CAPITAL EQUIPMENT	fire pagers			\$4,022.93
	Invoice 15597				
Transaction Date	12/30/2010	CASH	1010	Total	\$4,022.93
				Total	\$10,743.35

Pre-Written Check	\$0.00
Checks to be Generated by the Compute	\$10,743.35
Total	\$10,743.35

(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. **ADDITIONAL PROVISIONS.**

LANDLORD

Dale H. Fox, Mayor

TENANT

[Signature]

City of Strawberry Point, Iowa, a municipal corporation

Moser School of Dance

