

Public Notice

The City Council of Strawberry Point Will Meet Wednesday, April 17, 2019 Council Chambers,
City Hall 7:00 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 3, 2019
- 5) Liquor License Renewal – Strawberry Foods & Deli
- 6) Claims

Unfinished Business

Information

- 7) Audit Report FY 17-18

New Business

- 8) Discussion & Possible Action – Comelec Internet
- 9) Discussion & Possible Action – Paying 1/3 of City Wide Garage Sales Ad
- 10) Ordinance 19-07 – An Ordinance Amending The Code of Ordinances of the City of Strawberry Point, Iowa, By Amending Provisions Pertaining to Permitting All-Terrain Vehicles to be Operated on City Streets.
- 11) Motion to Approve Pool Employees for 2019 season

Other Business

- 12) Adjournment

Posted: April 15, 2019

Alison Osweller City Clerk/Administrator

Jeff Bente, Mayor

Strawberry Point City Council
Regular Meeting April 3, 2019

The Strawberry Point City Council met for a regular meeting on Wednesday, April 3, 2019 at 7:00 p.m. inside the Council Chambers of City Hall. Mayor Bente presided and led the Pledge of Allegiance. Council members answering roll call were Rowcliffe, Chapman, Johnson, Evans, Hansel.

Chapman made a motion to approve the agenda as presented. Johnson seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes.

CONSENT AGENDA

Minutes from March 20, 2019
Release of Mortgage – 104 Franklin St.
City Financials – February 2019
Claims

Evans moved to approve the consent agenda. Hansel seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes.

UNFINISHED BUSINESS

INFORMATION

Council had no questions regarding the Strawberry Point Library Board Minutes from February 19, 2019.

NEW BUSINESS

Mike & Mandy Knox addressed Council regarding purchasing an acre of land from the city. After some discussion, Rowcliffe made a motion to move forward with the lawful process of selling city owned property. Johnson seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes. Osweiler will follow up on details of the public hearing and bid process.

Council discussed the introduction of a city-wide composting program. Topic was tabled.

Council reviewed the request from the Strawberry Point Fire Department to apply for the Upper Mississippi Gaming grant. The department is requesting \$50,000 in funding for the building of the new fire station. Rowcliffe moved to approve the request for the Strawberry Point Fire Department to apply for the Upper Mississippi Gaming grant. Chapman seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes.

Council reviewed Resolution 19-10 – A resolution approving and confirming plans, specification, form of contract and estimate of cost for the new fire station project. Rowcliffe moved to approve Resolution 19-10. Chapman seconded the motion. After brief discussion which included Osweiler noting there were errors in how the resolution was drafted. Rowcliffe rescinded his motion. Resolution tabled.

Council reviewed Resolution 19-11 – a resolution to provide for notice of the taking of bids for the new fire station project. Rowcliffe moved to approve Resolution 19-11. Chapman seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes.

Council reviewed Resolution 19-12 – a resolution to provide for notice of public hearing on proposed plans, specifications, form of contract and estimate of cost for the new first station project. After brief discussion, Rowcliffe moved to approve Resolution 19-12. Chapman seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes.

Council discussed with employees of the Public Works Department the quote from Lemna Environmental Technologies regarding sewer lagoon repairs. After brief discussion Hansel made a motion to approve the quote from Lemna Environmental Technologies for up to \$21,691.00. Johnson seconded the motion. A roll call vote was taken. Ayes: Rowcliffe, Chapman, Johnson, Evans, Hansel. Nays: None. Motion passes.

OTHER BUSINESS

Mayor Bente asked Osweiler to look into the possible grant funding available as a result of a recent disaster proclamation for our county to update the city's emergency sirens.

Johnson requested the ATV/UTV ordinance which failed at the last meeting be put back on the agenda for the next meeting.

Evans requested the city look into addressing a nuisance location in town.

With no further business, Evans moved to adjourn at 7:55 p.m. Hansel seconded the motion. Motion passes.

Alison Osweiler, City Clerk/Administrator

Jeff Bente, Mayor

dpclerk strawberrypt.com

From: Licensing@IowaABD.com
Sent: Wednesday, April 3, 2019 2:34 AM
To: dpclerk strawberrypt.com
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
BC0029345	Submitted to Local Authority	Strawberry Foods & Deli (128 W Mission Strawberry Point Iowa, 52076)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

ACCOUNTS PAYABLE REPORT

VENDOR NAME	DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
AIRGAS USA, LLC					
AMBULANCE	OPERATING SUPPLIES		9960754206	OXYGEN CYLINDER RENTAL	232.85
ROADS, BRIDGES, SIDEWALKS	OPERATING SUPPLIES		9960700526	OXYGEN CYLINDER RENTAL	168.63
**** VENDOR TOTAL ****					401.48
ALLAMAKEE-CLAYTON ELECTRIC COO					
ELECTRIC	EQUIPMENT MAINT & REPAIR		7856	REPLACED BAD CROSSARM 4-3-19	267.62
ELECTRIC	POWER FOR RESALE		04252019	03/01/2019-04/01/2019	32,610.61
**** VENDOR TOTAL ****					32,878.23
BI-COUNTY DISPOSAL INC					
GARBAGE	CONTRACTUAL SERVICES		389565	MONTHLY GARBAGE BILL	6,800.64
**** VENDOR TOTAL ****					6,800.64
BRUENING ROCCK PRODUCTS INC					
SNOW REMOVAL	STREET MAINT EXP		118710	3/4" CLASS A ROAD ROCK	398.52
**** VENDOR TOTAL ****					398.52
CHOSEN VALLEY TESTING INC					
FIRE	PROFESSIONAL SERV		25129	FD SITE DRILLING/SAMPLING	2,600.00
**** VENDOR TOTAL ****					2,600.00
CITY OF STRAWBERRY POINT					
FIRE	ELECTRIC/GAS		04202019FD	02/15/2019 - 03/15/2019	102.41
ROADS, BRIDGES, SIDEWALKS	ELECTRIC/GAS		04202019CCG	02/15/2019-03/15/2019	40.54
ROADS, BRIDGES, SIDEWALKS	ELECTRIC/GAS		04202019CG	02/15/2019 - 03/15/2019	63.23
ROADS, BRIDGES, SIDEWALKS	ELECTRIC/GAS		04202019EARL	02/15/2019 - 03/15/2019	97.98
STREET LIGHTING	ELECTRIC/GAS		04202019CSL	02/15/2019 - 03/15/2019	1,046.79
LIBRARY	ELECTRIC/GAS		04202019LB	02/15/2019 - 03/15/2019	383.74
MUSEUM/BAND/THEATRE	ELECTRIC/GAS		04202019MUS	02/19/2019 - 03/15/2019	169.61
PARKS	ELECTRIC/GAS		04202019INGER	02-15-2019 - 03/15/2019	6.00
BALL PARK	ELECTRIC/GAS		04202019	02/15/2019 - 03/15/2019	27.98
CIVIC CENTER	ELECTRIC/GAS		04202019CC	02/15/2019 - 03-15-2019	753.37
POOL	ELECTRIC/GAS		04202019POOL	02/15/2019 - 03/15/2019	27.98
CITY HALL/GENERAL BLDGS	ELECTRIC/GAS		04202019CH	02/20/2019-03/15/2019	735.72
CITY HALL/GENERAL BLDGS	ELECTRIC/GAS		04202019CPS	02/15/2019 - 03/15/2019	103.24
WATER	ELECTRIC/GAS		04202019CWP	02/15/2019 - 03/15/2019	6.00
WATER	ELECTRIC/GAS		04202019CWT	02/15/2019 - 03/15/2019	16.22
WATER	ELECTRIC/GAS		04202019EWH	02/15/2019 - 03/15/2019	937.95
WATER	ELECTRIC/GAS		04202019SWH	02/15/2019 - 03/15/2019	266.33
SEWER/SEWAGE DISPOSAL	ELECTRIC/GAS		04202019NLLS	02/15/2019 - 03/15/2019	110.83
SEWER/SEWAGE DISPOSAL	ELECTRIC/GAS		04202019SLLS	02/15/2019 - 03/15/2019	519.54
**** VENDOR TOTAL ****					5,415.46
DAIRYLAND POWER COOPERATIVE					
ELECTRIC	POWER FOR RESALE		IB-00019487	POWER FOR RESALE	9,785.77

ACCOUNTS PAYABLE REPORT

VENDOR NAME	DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
DAIRYLAND POWER COOPERATIVE					
***** VENDOR TOTAL *****					9,785.77
DEAN HENDRICKS	SEWER/SEWAGE DISPOSAL	PROFESSIONAL SERVICES	345	MONTH OF MARCH	750.00
***** VENDOR TOTAL *****					750.00
DEMME ARCHITECTURE	FIRE	PROFESSIONAL SERV	100	FIRE STATION DEVELOPMENT PLANS	23,500.00
***** VENDOR TOTAL *****					23,500.00
FEHR GRAHAM	FIRE	ENGINEERING EXPENSE	88001	CIVIL SITE DESIGN PROJ#19-233	3,863.25
WATER		ENGINEERING EXPENSE	88013	WELL HOUSE	2,100.00
SEWER/SEWAGE DISPOSAL		ENGINEERING EXPENSE	88012	WWTP DISINFECTION7AMMONIA REMO	1,800.00
***** VENDOR TOTAL *****					7,763.25
gWORKS	CITY HALL/GENERAL BLDGS	TECHNOLOGY SERVICES	75	BILLING & LICENSING	1,142.50
***** VENDOR TOTAL *****					1,142.50
HACKER, NELSON & CO. P.C.	CITY HALL/GENERAL BLDGS	AUDITING EXPENSE	152865	YEAR ENDED JUNE30TH 2018 AUDIT	4,219.00
***** VENDOR TOTAL *****					4,219.00
HAUSERS WATER SYSTEMS	CITY HALL/GENERAL BLDGS	OFFICE SUPPLIES	800133079	water	16.50
***** VENDOR TOTAL *****					16.50
HAWKINS, INC.	WATER	CHEMICALS	4473444	AZONE 15	307.00
***** VENDOR TOTAL *****					307.00
HANNAH HUTCHINSON	AMBULANCE	TRAINING	04032019	TRAINING	30.00
***** VENDOR TOTAL *****					30.00
IAMU	ELECTRIC ACCTG/COLLECTION MEMBERSHIPS/SUBSCRIPTIONS		19490	DUES APRIL -JUNE 2019	475.28
***** VENDOR TOTAL *****					475.28
METERING & TECHNOLOGY SOLUTION	WATER	TRAINING	13899	1 DAY ON-SITE TRAINING/REVIEW	400.00
WATER		CAPITAL OUTLAY - EQUIPMENT	13925	WATER METERS	2,065.93

ACCOUNTS PAYABLE REPORT

VENDOR NAME	DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
METERING & TECHNOLOGY SOLUTION					
SEWER/SEWAGE DISPOSAL	TRAINING		13899	1 DAY ON-SITE TRAINING/REVIEW	400.00
ELECTRIC ACCTG/COLLECTION	TRAINING		13899	1 DAY ON-SITE TRAINING/REVIEW	400.00
***** VENDOR TOTAL *****					3,265.93
MEYER TRUE VALUE					
ROADS, BRIDGES, SIDEWALKS	STREET MAINT EXP		149458	MARCH VARIOUS DEPT SUPPLIES	26.99
SNOW REMOVAL	STREET MAINT EXP		149458	MARCH VARIOUS DEPT SUPPLIES	52.32
GARBAGE	OPERATING SUPPLIES		149458	MARCH VARIOUS DEPT SUPPLIES	8.99
WATER	OPERATING SUPPLIES		149458	MARCH VARIOUS DEPT SUPPLIES	5.24
SEWER/SEWAGE DISPOSAL	OPERATING SUPPLIES		149458	MARCH VARIOUS DEPT SUPPLIES	1.87
ELECTRIC	OPERATING SUPPLIES		149458	MARCH VARIOUS DEPT SUPPLIES	19.86
***** VENDOR TOTAL *****					115.27
MIDWEST BREATHING					
FIRE	OPERATING SUPPLIES		22994	BLEED VALVE SCREW/SEAT	22.55
***** VENDOR TOTAL *****					22.55
NADINGS SERVICE					
POLICE	VEHICLE OPERATIONS		04122019	MARCH FUEL	330.35
FIRE	VEHICLE OPERATIONS		04122019	MARCH FUEL	82.86
AMBULANCE	VEHICLE OPERATIONS		04122019	MARCH FUEL	58.28
ROADS, BRIDGES, SIDEWALKS	VEHICLE OPERATIONS		04122019	MARCH FUEL	487.35
WATER	VEHICLE OPERATIONS		04122019	MARCH FUEL	33.00
SEWER/SEWAGE DISPOSAL	VEHICLE OPERATIONS		04122019	MARCH FUEL	33.00
ELECTRIC	VEHICLE OPERATIONS		04122019	MARCH FUEL	33.00
***** VENDOR TOTAL *****					1,057.84
NAPA					
AMBULANCE	VEHICLE MAINTENANCE & REPAIR		295416-826	PARTS	32.97
ROADS, BRIDGES, SIDEWALKS	VEHICLE MAINTENANCE & REPAIR		295416-826	PARTS	22.28
***** VENDOR TOTAL *****					55.25
OTDOERFER CONSTRUCTION					
MUSEUM/BAND/THEATRE	BUILDING REPAIR/MAINT		04082019	MUSEUM ENTRY ROOF PROJECT	5,895.00
***** VENDOR TOTAL *****					5,895.00
PCC					
AMBULANCE	CONTRACTUAL SERVICES		27153	12.1.18-12.31.18	569.00
***** VENDOR TOTAL *****					569.00
PD AIR SYSTEMS					
SEWER/SEWAGE DISPOSAL	OPERATING SUPPLIES		614	REMOVE/INSTALL ROOTS BLOWER	460.00

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
PD AIR SYSTEMS				
**** VENDOR TOTAL ****				460.00
ROYAL PRODUCTS ELECTRIC	GROUND MAINT/REPAIR - ELECTRI	107264	18" BAR AND CHAINS	88.80
**** VENDOR TOTAL ****				88.80
STATE HYGIENIC LABORATORY WATER	PROFESSIONAL SERVICES	160524	WATER TESTING	65.00
**** VENDOR TOTAL ****				65.00
STRAWBERRY FOOD & DELI PARKS	CAPITAL EQUIPMENT	00222733-540	MEAT & CHEESE TRAY	90.00
**** VENDOR TOTAL ****				90.00
TACTICAL ADVANTAGE, LLC POLICE	OPERATING SUPPLIES	2019-0044	GLOCK 19 & GLOCK 26	867.50
**** VENDOR TOTAL ****				867.50
TERRY DURIN COMPANY STREET LIGHTING	OPERATING SUPPLIES	26382-00	STREET LIGHT GLOBE	1,034.00
**** VENDOR TOTAL ****				1,034.00
THERESA CALLAHAN AMBULANCE	TRAINING	04012019	REGION 6A MEETING	12.71
**** VENDOR TOTAL ****				12.71
US CELLULAR POLICE	TELEPHONE & COMMUNICATIONS	05072019	MONTHLY CELL PHONE	213.13
**** VENDOR TOTAL ****				213.13
WESSELS ELECTRICAL SERVICE POOL ELECTRIC	EQUIPMENT MAINT & REPAIR OPERATING SUPPLIES	8002 7999	REPAIR OF POOL PUMP MOTOR MATERIAL FOR THE STPT EL UTILI	338.69 91.55
**** VENDOR TOTAL ****				430.24
WINDSTREAM ELECTRIC	TELEPHONE & COMMUNICATIONS	04112019GEN	04/01/19-04/30/2019	356.00
**** VENDOR TOTAL ****				356.00
ZIEGLER INC ELECTRIC ELECTRIC	EQUIPMENT MAINT & REPAIR EQUIPMENT MAINT & REPAIR	SW570074049 sw570074048	TROUBLESHOOT ENG COOLING SYST REPAIR TURBOCHARGER	4,802.51 16,050.57

ACCOUNTS PAYABLE REPORT

VENDOR NAME	DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
ZIEGLER INC					
***** VENDOR TOTAL *****					20,853.08
***** REPORT TOTAL *****					131,934.93

DEPARTMENT	INV	PAYMENTS
POLICE	3	1,410.98
FIRE	6	30,171.07
AMBULANCE	6	935.81
ROADS, BRIDGES, SIDEWALKS	7	907.00
STREET LIGHTING	2	2,080.79
SNOW REMOVAL	2	450.84
GARBAGE	2	6,809.63
LIBRARY	1	383.74
MUSEUM/BAND/THEATRE	2	6,064.61
PARKS	2	96.00
BALL PARK	1	27.98
CIVIC CENTER	1	753.37
POOL	2	366.67
CITY HALL/GENERAL BLDGS	5	6,216.96
WATER	11	6,202.67
SEWER/SEWAGE DISPOSAL	8	4,075.24
ELECTRIC	10	64,106.29
ELECTRIC ACCTG/COLLECTION	2	875.28
DEPARTMENT TOTALS	73	131,934.93

Alison Osweiler

From: Luke Barry <luke.barry@vocus.net>
Sent: Thursday, March 28, 2019 2:24 PM
To: Alison Osweiler
Subject: Comelec Internet Info
Attachments: Strawberry Point.pdf

Hi Alison,

Thanks for your time today. Here is the information on our fixed wireless internet service. I also attached a tower contract. If the contract is signed, then we would begin to provide service as soon as possible. Let me know if you have any questions or need anything from me.

Comelec High-Speed Residential Wireless Internet is \$45 a month. Business Internet packages range from \$80 a month to \$150 a month. These packages are determined on the size of the business, bandwidth usage, and total number of users.

The download speeds are up to 40 Mbps. The upload speeds are up to 25 Mbps. If you are interested in checking the speed of the internet at a location you can go to speedtest.net and click go. This test will show the download and upload speed of your current service.

There are no data caps, no contracts, and no hidden fees. Local technical support is provided 24/7 at (563) 557-8442.

Installation is \$99. To start the service, we mount a dish. The dish needs to see one of our towers. A cable is run from the dish to a wireless router. We always cover the installation on site before beginning.

The wireless router provided is a Netgear Nighthawk. We cover the updates and any maintenance needed remotely. The router is \$10 a month to rent or \$199 to purchase. Customers can also provide their own router.

In order to start service, an appointment is set up to check for a signal. If the signal is received at the appointment, the service will be installed the same day. If there is no signal, there is no charge.

Let me know if you have any questions.

--

Thanks,
Luke Barry
563-557-8442 ext. 230
luke.barry@vocus.net
join.comelecinternet.com
<https://comelecinternet.com/>
<https://www.facebook.com/ComelecInternet/>



Site Name: Strawberry Point

COMMUNICATIONS SITE LEASE AGREEMENT

This Communication Site Lease Agreement ("Lease") is entered into this ____ day of _____ between Comelec Internet, an Iowa business corporation ("Comelec" or "Lessee") and _____ ("Lessor").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in or at: _____ (address of tower). Comelec hereby leases from Lessor, and Lessor hereby leases to Comelec, space on the tower at top of said structure for the placement and mounting of wireless internet equipment and related support and wiring (including space inside the base of the structure to house a metal cabinet approx. 48x36x30 that contains IP switch, power supply and back up batteries), together with a non exclusive easement for access thereto. The location of Comelec's equipment, related wiring and non-exclusive access easement (including space for such equipment and related wiring and support) is hereinafter referred to as the "Site".

2. **Use of Site.** The Site is to be used for the installation, operation and maintenance of the equipment.

3. **Term and Commencement Date.** The initial term of this lease is five (5) years, with years commencing on: _____ ("Commencement Date") and automatically renewed on the 5th anniversary of the Commencement Date unless otherwise terminated as provided below. Either party may void any such automatic extension/renewal by sending to the other party a simple written notice that the extension terms are declared to be unilaterally voided effective with the expiration of the initial term, so long as such notice is sent by certified mail no later than 30 days prior to the end of the applicable initial term. Such certified mailing shall be addressed to the other party as follows, with no requirement of proof of receipt, only proof of such timely mailing required:

a. If to Lessee, Comelec :
Comelec Internet
4190 Pennsylvania Ave.
Dubuque, IA 52002

b. If to Lessor:

4. Consideration. Consideration to Lessee shall be permitted use of the Site described above. Consideration to Lessor shall be Comelec's obligation to provide Lessor with Comelec Wireless Internet access to: 3 of Lessor's "business locations" without cost to Lessor. "Business locations" as specified are:

Should those current Departments/Offices move to a new location the Comelec Internet equipment will be moved at no cost. There shall be no monthly (or other) fee(s) payable by Lessor. Lessor will need to pay for the equipment cost and installation for the business locations. If, for any reason(s), Lessor's wireless internet access is non-operational, malfunctioning or subject to material interference with Lessor's reasonable use, for a period of ten consecutive business days, or such service is so interrupted/subject to such interference for at least 24 hours on three (3) or more occasions, lessor may terminate this Lease by giving (30) day notice as described above; However, such termination based on such service interruption or interference, termination shall not be so permitted if Comelec claims, and can subsequently establish, within thirty (30) days of notice of termination being sent, that interruption/interference was caused by a 3rd party's electronic transmission equipment located at the site. Such termination shall also not be permitted if the interruption/interference was caused by acts of Lessor or its employees or officers.

5. Equipment Ownership/Access. The equipment is, and shall remain at all times, the property of Comelec. Lessor further grants Comelec and its employees, agents, subcontractors and invitees access to the Land and Site 24 hours a day, 7 days a week, at no charge, for purposes of construction, maintenance, removal, installation and repair or replacement of the equipment, except there shall be no climbing of the tower without actual notice to, and receipt of specific consent from, Lessor, with right of Lessor to schedule any such climbing to accommodate supervision by Lessor. Lessor shall provide Comelec a contact person or persons who may be reached 24 hours a day, seven days a week, in the event Comelec desires access to the Land and Site for purposes described above. Comelec and its agents, employees, subcontractors and invitees are hereby granted a nonexclusive right and easement for pedestrian and vehicular ingress and egress across that portion of Land and premises necessary to reach the Site.

If the City undertakes painting, construction, repair, or other alterations on the tower, the Lessee is responsible for taking measures at no cost to the lessor to protect its personal

property from paint and debris falling, which may occur during the painting, construction, or alteration process.

The Lessee will give at least a 60 day notice prior to any such construction, painting, repair, or alteration.

6. Taxes. If personal property taxes are assessed, Comelec shall pay any personal property taxes directly attributable to the equipment.

7. Electricity/Utilities. Comelec shall have the limited right to draw electricity from the existing utility at the tower site to operate listed equipment items without reimbursement to Lessor based on Comelec representation that cost to Lessor of such electricity will be nominal, significantly less than \$10 per month; However, if actual billings to Lessor indicate on any monthly invoice that electrical use cost attributable to Comelec is ever \$10 or more, Comelec will be required to reimburse Lessor then and thereafter for its use. No other use of Lessor's utilities at the Site shall be used by Comelec without a separate written agreement for same.

8. Substitution of Equipment. Should Comelec need to substitute equipment located at the Site, Comelec will need to obtain the Lessors consent, which shall not be unreasonably withheld.

9. Interference. Each party shall use best efforts to ensure that their respective uses of the premises will not cause interference to the other. If Lessor permits any additional electronic transmission equipment to be installed on or about the property, Lessor shall require the parties so installing and maintaining such other equipment to agree to not materially interfere with the operation of Comelec's equipment, and Comelec shall be designated a "third party beneficiary" of such agreement, with rights to seek relief directly from such 3rd parties related to such interference. Lessor shall cooperate in any such legal proceedings, but shall not be required to take direct action, or otherwise incur expenses without reimbursement from Comelec.

10. Waiver of Lessor's Lien. Lessor waives any lien rights it may have concerning equipment which are deemed to be Comelec's personal property and not fixtures, and Comelec is hereby granted the right to remove the same at any time, without lessor's consent.

11. Destruction or Condemnation. If the premises or Site are damaged, destroyed, condemned or transferred in lieu of condemnation, Comelec may elect to terminate this Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving

notice to Lessor no more than 45 days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

11. Indemnification. Each party shall defend, indemnify, hold and save the other harmless from and against any and all loss, cost, liability or damage (including reasonable attorney fees and court costs) arising by reason of the misconduct or negligence of the other party, its officers, agents or employees, in conjunction with the Land or the Site, except to the extent arising out of the willful misconduct or gross negligence of the other party, its officers, agents or employees. However, Lessor's potential liability herein shall be limited as follows; any "negligence" liability shall be limited to acts, without liability for any claims of "omission(s) to act"; "loss, cost or damage" to Comelec shall be limited herein to any damages to equipment, and shall not extend, to any extent, to any claims of loss of income (from service interruptions or otherwise).

12. Warranty to Title and Quiet Enjoyment. Lessor warrants that Lessor has full right to make and perform this Lease and Comelec may peacefully and quietly enjoy the premises and Site.

13. Repairs/Insurance. Lessor warrants that the tower is in good operating condition and shall make repairs necessary to maintain the premises in said good condition. Comelec shall be responsible for maintaining the equipment and associated antenna and transmission lines. Each party agrees to insure its respective interests in commercially reasonable amounts.

14. Either party may also unilaterally terminate this Lease, effective thirty (30) days after service of written notice (see above), if the other party materially breaches obligations of that party under this Lease.

15. Miscellaneous. This Lease will be governed by and construed in accordance with the laws of the State of Iowa. This Lease and all of the provisions hereof will be binding upon and inure to the benefits of the parties hereto and their respective successors and permitted assigns. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction will be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, it being the intent of the parties that each and every provision of this Lease will be enforceable to the fullest extent permitted by law. Nothing in the Lease will entitle any person or entity (other than a party hereto and its respective successors and assigns) to any claim, cause of action, remedy or right of any kind. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same Lease. This Lease, including the Exhibits hereto, exclusively and completely states the rights of the Lessee and the Lessor with respect to the subject matter hereof and supersedes all other agreements,

oral or written, with respect thereto. This Lease may be amended or modified by the parties hereto at any time with respect to any of the terms contained herein; provided, however, that all such amendments and modifications must be in writing, duly executed by all of the parties hereto. At Comelec's request, Lessor shall promptly cooperate in the execution and recording of a Memorandum of Lease.

Comelec Internet Services

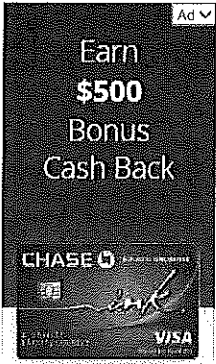
Lessor

Signature: _____

Signature: _____

Title: _____

Title: _____



SHARE

4/12/2019 10:06 AM

RESULTS SETTINGS

PING ms
18

DOWNLOAD Mbps
32.63

UPLOAD Mbps
10.72

GO

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IP Pathways, LLC
Urbandale, IA



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- Speedtest Insights
- Speedtest Servers

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- Facebook

APPS

- Android
- Apple TV
- Google Chrome
- iOS
- macOS
- Windows

ACCOUNT

We encourage you to read our updated Privacy Policy and Cookie Policy.

ORDINANCE NO. 19-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF STRAWBERRY POINT, IOWA, BY AMENDING PROVISIONS PERTAINING TO PERMITTING ALL-TERRAIN VEHICLES TO BE OPERATED ON CITY STREETS

BE IT ENACTED by the City Council of the City of Strawberry Point, Iowa:

SECTION 1. SECTIONS MODIFIED. Section 25.26 of the Code of Ordinances of the City of Strawberry Point, Iowa, shall be added to read as follows:

25.26 PERMITS. No person shall operate an ATV or UTV on any public street or alley for any purpose unless the owner of the ATV or UTV shall possess a permit from the City to operate that ATV or UTV on city streets issued by the City.

- 1) Anyone desiring such a permit may apply on forms provided by the City
- 2) The City Clerk or Deputy City Clerk shall not issue such a permit until the operator has provided evidence that the owner is at least eighteen (18) years of age, possesses a valid Iowa driver's license, and has provided proof the owner has liability insurance covering operation of the ATV/UTV on City streets.
- 3) All permits issued shall uniquely identify the name and address of the owner, and all operators of ATV/UTV on City streets shall have such permit in the operator's possession at all times during such operation. The fee for such permits shall be twenty-five (\$25.00) dollars per ATV/UTV. Permits must be renewed annually and are due to the City by May 1st of each year. Proof of current insurance covering the ATV/UTV is due with permit application.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ___ day of _____, 2019, and approved this ___ day of _____, 2019.

Jeff Bente, Mayor

ATTEST:

City Clerk/Administrator

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____, 20__.

Alison Osweiler, City Clerk/Administrator