

PUBLIC HEARING CITY OF MONONA

NOTICE OF PUBLIC HEARING
STATE OF IOWA
CITY OF MONONA

Notice is hereby given that the City Council of the City of Monona, Iowa (City), will hold a public hearing on a proposed ordinance granting a franchise to SOO Green HVDC Link Projectco, LLC (Applicant) to construct, operate and maintain a new 525 kilovolt underground high-voltage direct current electric transmission line (Project) in the City and within City-owned property. The Project will transfer energy, including renewable energy, generated in Iowa, and points west, between Mason City, Iowa, and Yorkville, Illinois. The Project route within the City will be located entirely within existing highway

right-of-way.

Prior to construction of the Project within the City, Applicant must obtain a franchise from the City of Monona authorizing Applicant to erect, maintain, and operate the Project. A public hearing concerning Applicant's application for a franchise from the City will be held as follows:

Date: March 21, 2022
Time: 6:00 p.m.
Location: Monona Community Center

Representatives of the Applicant will be available at the public hearing to discuss the Project and answer questions.

Published March 9, 2022 in The Outlook, Monona.

PUBLIC NOTICE CITY OF LUANA

LUANA CITY COUNCIL
MINUTES OF MARCH 3, 2022

Meeting at the Luana Fire Department. Location changed due to COVID19 Social Distancing requirements.

The Luana City Council held their regular monthly meeting Thursday March 3, 2022, at 7:00 pm. with Council Members Lonnie Baade, Kevin Boddicker, Todd Olson, Jackie Radloff-Schneider, Luke Steege present. Absent: None.

Mayor Jerry Schroeder called meeting to order at 7:00 pm.

Minutes of February meeting were reviewed and approved upon a motion by Radloff-Schneider, second by Steege, carried unanimously.

Olson motioned to pay all monthly claims totaling \$15,813.07, Boddicker second, carried unanimously. Receipts for the month totaled \$16,473.25. Baade motioned to pass Res. 3-2022 T.O.F, Olson second, carried unanimously.

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the FY2023 Budget Hearing at 7:05 pm. The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The Clerk advised the Mayor and the Council that no written objections had been filed. The Mayor then called for oral objections to the proposal and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed. Steege motioned to pass Res. 3.1.2022 FY2023 Budget Boddicker second, carried unanimously. Whereupon, the Mayor declared the measure duly adopted.

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the SOO Green HVDC Link Project at 7:09 pm. The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The Clerk advised the Mayor and the Council that no written objections had been filed. The Mayor then called for oral objections to the proposal and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed. Radloff-Schneider motioned first reading of Ord.2022-3.2 SOO Green HVDC Link Project. Granting to SOO GREEN HVDC LINK PROJECTCO, LLC, its successors and assigns, the right and franchise to construct, reconstruct, repair, replace, maintain and operate in the City of Luana, Iowa, the necessary conduits, and other appliances or equipment for the transmission of electric current and communication facilities (collectively, the "Facilities") and the right to construct, reconstruct, relocate, repair, replace, maintain and operate the Facilities under the streets, avenues, alleys and public places and in a certain

railroad right of way in the City of Luana, Clayton County, Iowa. This franchise shall be effective for a twenty-five (25) year period, Olson second first reading, carried. Roll call vote: AYES 5, NAYS 0. Steege motioned to waive 2nd and 3rd reading of Ord.2022-3.2. Boddicker second, carried unanimously. Vote was taken to adopt Ord. 2022-3.2, in favor 5, nays 0. Whereupon, the Mayor declared the measure duly adopted. See complete ordinance below.

Council discussed upcoming maturity of Proprietary CD. Radloff-Schneider motioned to renew said CD for an additional three months, Boddicker second, carried unanimously.

Council discussed American Rescue Funds and eligible repairs needed within the city. PWS, Kleinow, presented quote from Electric Motor Shop for liftstation controls replacement and pole removal. Tabled until next meeting. Kleinow was instructed by council to acquire bids for replacement of three hydrants within the city.

Administrator Humble was instructed to mail letter to violator Junked Vehicle and Machinery City Ordinance.

Council was informed of Firemans Appreciation Dinner that will be held March 19th at 6:30 pm.

PWS, Kleinow was instructed to locate a truck with plow to replace current city truck with a maximum purchase price of \$10,000.

Mayor Schroeder adjourned the meeting at 7:38 pm.

Tammy Humble,
City Administrator

Monthly Expenditures	Monthly Expenditures
\$15,813.07	Alliant Energy \$2,176.24; Auditor of State \$800.00(Periodic exam); Black Hills Energy \$1,039.64; Clayton County Firemans Assoc. \$50.00(Membership dues); Deposit Return \$200.00; ESET Security \$119.98; Federal Taxes \$1,008.56; IA Assoc. of Municipal Utilities \$599.00(Membership dues); IPERS \$1,025.61; Jeff Kleinow \$25.00(Meeting); Matt Baade \$353.00(Fireman pay); Mid-America Publishing \$200.27; NEIT \$118.06; Sandry Fire \$1,162.05(Fireman equipment); SBC Monona \$61.38(Fireman supplies); Three Rivers \$10.22(Fuel part); Wages \$5,435.27; Waste Management \$1,428.79.
\$16,473.25	Fire Department Expenditures \$1,665.14; General Fund Expenditures \$13,313.71; Propriety Expenditures \$824.00; Road Use Tax Expenditures \$10.22; TIF Expenditures \$0.
\$16,473.25	Franchise Tax (Black Hills) \$270.90; Interest \$125.65; Local Option \$2,632.71; Property Taxes \$160.52; RUT \$1,473.57; Utilities \$11,809.90.

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PUBLIC HEARING CITY OF MONONA

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023
City of: MONONA

The City Council will conduct a public hearing on the proposed Budget at: Monona Community Center 104 S. Egbert St. Monona, IA 52159 Meeting Date: 3/21/2022 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.			
The estimated Total tax levy rate per \$1000 valuation on regular property			14.52877
The estimated tax levy rate per \$1000 valuation on Agricultural land is			3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.			
Phone Number (563) 539-2355		City Clerk/Finance Officer's NAME Barbara Collins	
	Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources			
Taxes Levied on Property	1 689,670	669,628	655,658
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes			
Delinquent Property Taxes	3 689,670	669,628	655,658
TIF Revenues	4 0	0	0
Other City Taxes	5 145,092	159,681	150,881
Licenses & Permits	6 206,042	155,000	185,102
Use of Money and Property	7 2,200	2,125	3,308
Intergovernmental	8 16,875	20,500	27,047
Charges for Fees & Service	9 320,332	300,151	321,087
Special Assessments	10 1,277,383	1,090,537	1,164,063
Miscellaneous	11 0	0	0
Other Financing Sources	12 47,817	46,569	41,171
Transfers In	13 0	400	500
Total Revenues and Other Sources	14 513,236	521,697	561,217
Expenditures & Other Financing Uses			
Public Safety	15 3,218,647	2,966,288	3,110,034
Public Works	16 295,586	279,652	356,054
Health and Social Services	17 427,587	345,383	430,872
Culture and Recreation	18 4,883	5,081	200
Community and Economic Development	19 295,525	235,234	225,894
General Government	20 48,011	45,855	43,832
Debt Service	21 206,076	191,557	173,677
Capital Projects	22 450,017	444,797	348,939
Total Government Activities Expenditures	23 10,169	155,703	532,572
Business Type / Enterprises	24 1,737,854	1,703,262	2,112,040
Total ALL Expenditures	25 1,521,783	1,369,997	799,308
Transfers Out	26 3,259,637	3,073,259	2,911,348
Total ALL Expenditures/Transfers Out	27 513,236	521,697	561,217
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	28 3,772,873	3,594,956	3,472,565
Beginning Fund Balance July 1	29 -554,226	-628,668	-362,531
Ending Fund Balance June 30	30 1,126,058	1,754,726	2,117,257
	31 571,832	1,126,058	1,754,726

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CLAIMS CLAYTON COUNTY BOARD OF SUPERVISORS

PAYMENT DATE RANGE:			
02/01/2022 - 02/28/2022	VETERAN GRAVE CARE	LAWSON PRODUCTS	SADLER POWER TRAIN PARTS
10-33 VEHICLE SERVICES, LLC EQUIPMENT	180.00	MISC	89.98
ACCESS SYSTEMS SERVICE	3,806.09	LEONARD-MULLER FUNERAL HOME, INC. SERVICE	2,350.00
ADVANCED CORR. HEALTHCARE, INC. SERVICE	3,394.35	LIBERTY TIRE RECYCLING, LLC TIRE DISPOSAL	1,691.44
ALAN JOHNSON SERVICE	300.00	LIFTOFF, LLC SERVICE	170.96
ALLAMAKEE COUNTY SHERIFF SERVICE	60.31	LINDA ZUERCHER EMP MILEAGE/SUB	503.75
ALLAMAKEE-CLAYTON ELECTRIC ELECTRICITY	3,133.07	LODOMILLO CEMETERY ASSOC. VETERAN GRAVE CARE ...	12,327.85
ALLIANT ENERGY ELECTRICITY	1,762.77	EMERG. PLAN & CONSULTING,LLC SERVICE	6,342.00
ALPINE COMMUNICATIONS TELEPHONE	5,599.64	LUTHERAN SERVICES IN IOWA SERVICE	180.00
ANDERSON LAW OFFICE LABOR RELATIONS	337.50	MAIL SERVICES, LLC SERVICE	180.00
ASBURY CEMETERY VETERAN GRAVE CARE	100.00	MARION CEMETERY ASSOC. VETERAN GRAVE CARE	315.00
AT&T MOBILITY TELEPHONE	41.27	MARTIN EQUIP. OF IA-IL, INC. REPAIRS #114	420.00
AUTOTEK SERVICE CENTER SERVICE	278.50	MATT MOSER EMP MILEAGE/SUB	65.00
B & F FASTENER SUPPLY CO. BOLT STOCK	1,731.02	MCGREGOR MUNICIPAL UTILITIES ELECTRICITY ...	2,892.88
BARN ON THE BLUFF HOTEL/MOTEL TAX.....	2,037.50	CENTER SERVICE	378.50
BLACK HILLS ENERGY NATURAL GAS	4,484.00	MEYER MECHANICAL SERVICE	1,112.76
BODENSTEINER IMPLEMENT CO. REPAIRS	497.47	MEYER'S AUTO SERVICE SERVICE	10,000.00
BOLSINGER CEMETERY VETERAN GRAVE CARE	95.00	MID-AMERICA PUBL. CORP. PUBLICATION	131.90
BOYER TRUCKS DUMP TRUCK	105,145.00	MID-COUNTRY MACHINERY, INC SAFETY INSPECTION ...	1,019.49
BRANDI LEWIN CONT TO OTHER GOVT	4,000.00	MIDWEST CARD AND ID SOLUTIONS SERVICE	158.86
BROWN'S SALES & LEASING SERVICE	3,007.26	MIDWEST COMPUTER BROKERS SERVICE	34.02
BROWN'S SALES & LEASING SERVICE	55.96	MOLLY SCHERF SUPPLIES	745.75
BUG BUSTERS SERVICE	95.00	MULGREW OIL CO. GAS	200.00
CAMP POWERSPORTS & NAPA FITTING STOCK	3,089.66	MUSFELDT CEMETERY VETERAN GRAVE CARE ...	10.00
CAPCO TRI STATE, LLC PRESSURE WASHER	7,300.00	NAPA AUTO PARTS PARTS	146.11
CAPITAL SANITARY SUPPLY CO, INC SUPPLIES	1,379.87	NAPA AUTO PARTS FILTER	201.57
CARDMEMBER SERVICE SUPPLIES	3,169.25	NORSOLV PARTS WASHER SERVICE	168.95
CARQUEST AUTO PARTS FILTERS	775.62	NORTHEAST IOWA TELEPHONE CO. TRUNKLINE CIRCUITS	1,899.42
CDW GOVERNMENT, INC SUPPLIES	981.65	NORTHWEST IOWA TELEPHONE CO. TRUNKLINE CIRCUITS	1,899.42
CENTURYLINK TRUNKLINE CIRCUITS	419.58	OFFICE DEPOT OFFICE SUPPLIES	114.96
CINTAS SUPPLIES	185.32	ONENECK IT SOLUTIONS SERVICE	907.50
CITY LAUNDERING CO. SUPPLIES	1,538.10	ORIGIN DESIGN BRIDGE LOAD RATING	2,243.50
CITY OF ELKADER SERVICE	696.54	PEGGY LANE SERVICE	189.07
CITY OF MONONA WATER	23.59	PLEASANT GROVE CEMETERY VETERAN GRAVE CARE	2,020.00
CLAYTON CENTER CEMETERY ASSOC. VETERAN GRAVE CARE	235.00	POMP'S TIRE SERVICE, INC. PARTS	600.00
CLAYTON COUNTY DEV. GROUP, INC. MARKETING CAMPAIGN	11,500.00	PRAIRIE FARMS DAIRY, INC SUPPLIES	373.08
CLAYTON TOWNSHIP CEMETERY VETERAN GRAVE CARE	200.00	PRESS JOURNAL PUBLICATION	816.06
COMELEC SERVICES, INC. SERVICE	8,952.18	QUAD CITY TESTING LABORATORY, INC. SAFETY INSPECTIONS ...	590.00
COMMON GROUND DIST SUPPLIES	55.26	QUAD CITY TESTING LABORATORY, INC. POSTAGE	468.33
COTT SYSTEMS BOOKS	150.00	RAFE KOOPMAN GAS	79.34
COVERTRACK GROUP, INC. SUBSCRIPTION	720.00	RAY A. PETERSON EMP MILEAGE/SUB	74.25
CRAIG RADLOFF SAFETY REIMBURSEMENT	121.82	RAY MOUNT WRECKER SERVICE SERVICE	875.00
DANNY WILLIAMS SAFETY REIMBURSEMENT	224.99	REINHART FOODSERVICE, LLC SUPPLIES	1,393.65
DEBORAH SCOTT MILEAGE	25.00	RICHARD EILERS DAV VAN REIMB	160.00
DON'S TRUCK SALES PARTS	1,029.24	ROBERTSON, ANSCHUTZ, SCHNEID, CRANE AND PARTNERS SERVICE	29.75
DRIVERS LICENSE GUIDE COMPANY BOOKS	31.95	RON SMITH & ASSOCIATES, INC. TRAINING	600.00
E.B.S., ATTN: DICK ARCHER MONTHLY INS SHARE	1,788.64	RONALD JUDKINS DAV VAN REIMB	80.00
EAST CLERMONT PERP. CARE COMM. CEMETERY		ROYAL PRODUCTS, INC CHAIN	87.97
		RYAN BACON REPAIR ...	3,000.00
		SACRED HEART CEMETERY VETERAN GRAVE CARE	115.00

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PUBLIC NOTICE CITY OF LUANA

**ORDINANCE NO. 2022-3.2
ELECTRIC FRANCHISE
(TRANSMISSION SYSTEM)**

1.01 GRANT OF FRANCHISE. There is hereby granted to SOO GREEN HVDC LINK PROJECT-CO, LLC, hereinafter referred to as "SOO Green" or the "Company," its successors and assigns, the right and franchise to construct, reconstruct, repair, replace, maintain and operate in the City of Luana, Iowa ("City"), the necessary conduits, and other appliances or equipment for the transmission of electric current and communication facilities (collectively, the "Facilities") and the right to construct, reconstruct, relocate, repair, replace, maintain and operate the Facilities under the streets, avenues, alleys and public places and in a certain railroad right of way in the City of Luana, Clayton County, Iowa. This franchise shall be effective for a twenty-five (25) year period from and after the effective date defined in Section 1.015 herein ("Effective Date"). SOO Green is also granted the right of eminent domain as provided in Iowa Code Section 364.2(4) as reasonably necessary to carry out the purposes of this franchise. ("Franchise" or "Ordinance").

1.02 PLACEMENT OF FACILITIES; INDEMNIFICATION. The Facilities shall be placed and maintained so as not to unnecessarily interfere with travel on the streets, alleys, and public places in the City or unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe, and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the installation or maintenance of the Facilities.

1.03 EXCAVATIONS. In making any excavations in any street, alley, or public place, the Company shall protect the site while work is in progress, shall not unnecessarily obstruct the use of streets, and shall back-fill all openings in such manner as to prevent settling or depressions in surface, pavement, or sidewalk of such excavations with same materials, restoring the condition as nearly as practical.

1.04 RELOCATION FOR CITY PROJECT. The Company shall, at its cost and expense, locate and relocate its Facilities in, on, over or under any public street or alley or other public place in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement ("City Project") The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right-of-way that have been relocated at company expense at the direction of the City in the previous three (3) years. The City and the Company desire to minimize, to the fullest extent possible, the risk that any of the Facilities would require relocation for the purposes of a future City Project. The City has reviewed the engineering plans for the Facilities and used its best available information to identify any areas where a City Project may occur during the term of this franchise and could potentially result in a Facilities relocation. The City and the Company will work together to revise the location of the Facilities prior to construction to reduce the risk of any conflict. For future City Projects, the following will apply:

a. In developing a City Project, the City shall consider reasonable alternatives so as not arbitrarily to cause the Company unreasonable additional expense.

b. If there is a potential conflict between a City Project and the Facilities, the City and the Company will work together to identify alternatives that would avoid relocation of Facilities. When such alternative is available, SOO Green will have the option to pay the incremental cost, if any, associated with the alternative to avoid relocation and the City will implement that alternative if SOO Green so elects.

c. If a relocation of Facilities cannot be avoided, the City will provide

a reasonable alternative location for the Company's facilities within City right-of-way. The Company shall be solely responsible for any additional cost to the City as determined by the City Engineer in the City Engineer's sole discretion for providing such alternative location. If the alternative location the City can provide within the City right-of-way is not acceptable to the Company, the Company is granted the power of eminent domain to acquire the land rights necessary to relocate the Facilities to a suitable location. The Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational.

1.05 RELOCATION FOR PRIVATE PROJECT. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the City shall require advance payment to the Company for all construction and transactions costs and the provision of an alternative location for the Facilities of such relocation from such developer or other non-public entity as a precondition to relocating the Facilities. If such pre-payment is made, the Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational.

1.06 VACATION OF PUBLIC RIGHT-OF-WAY. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities within the vacated right-of-way and the City shall grant the Company a utility easement in the vacated public right-of-way until the City orders or requests the Company to relocate its Facilities. If such relocation is for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity Section 1.05 of this Franchise shall control. If the relocation is for a Public Project, Section 1.04 shall control.

1.07 VEGETATION MANAGEMENT. The Company is authorized and empowered to prune or remove at Company expense any trees, shrubs, or vegetation extending over or into any street, alley, right-of-way, or public grounds to construct and operate the transmission line and to maintain electric reliability, safety, or restore utility service. Any such pruning or removal shall be done in accordance with accepted safety and utility industry standards and federal and state laws, rules, and regulations.

1.08 PUBLIC PLACES. "Public places" means any property owned by the City.

1.09 NON-EXCLUSIVITY. The franchise granted by this Ordinance shall not be exclusive.

1.010 REPEAL OF CONFLICTING ORDINANCES. All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

1.011 ASSIGNMENTS. No sale, assignment or lease of this franchise shall be effective until it is approved by the city council and after the Company has filed in the office of the city clerk written notice of the proposed sale, transfer, disposition or assignment, such notice to clearly summarize the proposed procedure and the terms and conditions thereof. Such approval by the city council shall not be unreasonably withheld. The proposed vendor, assignee or lessee shall similarly file an instrument, duly executed, reciting such proposal, accepting the terms of this franchise and agreeing to perform all the conditions thereof. This provision shall not apply, however, to collateral assignments in connection with a project financing of the project.

1.012 CONFIDENTIAL INFORMATION. Upon reasonable request, the Company shall provide the City, on a project-specific basis, with information indicating the horizontal location relative to boundaries of the right-of-way of all equipment which the Company owns or over which it has control located within City right-of-way. The Company

and City recognize the information provided may, under current Iowa law, constitute public records, but that nonetheless, some information provided may be confidential under state or federal law, or both. Therefore, the City shall not release any information with respect to the location or type of equipment which the Company owns or controls in City right-of-way that the Company certifies may constitute a trade secret or which may otherwise be protected from public disclosure by state or federal law. The City further agrees that no documents, maps, or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under applicable state or federal law. Any documents, maps, or other information submitted to the City which the Company regards as exempt or protected from public disclosure shall be clearly marked as Confidential by the Company. Upon request of the City, the Company shall provide citation to legal authority supporting its designation. The City shall inform the Company of any request for disclosure of such confidential documents, and upon notification from the City of any request or legal action regarding such confidential information.

1.013 SEVERABILITY. If any of the provisions of this franchise are for any reason declared to be illegal or void, the lawful provisions of this franchise, which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the franchise contained no illegal or void provisions.

1.014 NOTICES: Any written notice required by this Franchise shall be sent by first class mail to the persons and addresses below.

For **SOO Green**
Raj Rajan
Vice President – Project Development
Direct Connect Development Company
1600 Utica Ave S, 9th Floor
St. Louis Park, MN 55416

For **City of Luana**
Tammy Humble
City Hall
304 Main Street
Luana, IA 52156

1.015 EFFECTIVE AND BINDING. The City shall provide the Company with an original signed and sealed copy of this Ordinance within ten (10) days of its final passage. The Effective Date of this Ordinance shall be the earlier of (a) the date the Company provides written notice to the City Manager that any mobilization, staging, or construction of the Facilities will commence within the City limits or (b) December 31, 2026. The Company shall file its written acceptance of this Ordinance with the City Council by email within sixty (60) days after its approval by the City Council.

1.016 COMPLETE AGREEMENT. This franchise ordinance sets forth and constitutes the entire agreement between the Company and the City of Luana with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company.

1.017 PUBLICATION EXPENSES. The expense of the publication of this Ordinance shall be paid by the Company.

1.018 RENEWAL. The City and the Company will meet at least 12 months prior to the expiration of this Franchise to discuss renewal of the Franchise.

1.019 ENTIRE AGREEMENT. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified, or otherwise amended without the approval and acceptance of the Company. In no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

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