LEGALS

## **ORDINANCE 2021-11** CITY OF LUANA

## THE OUTLOOK

### **ORDINANCE 2021-11** ELECTRIC FRANCHISE (TRANSMISSION SYSTEM)

6

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 cur-rent 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, Clay-ton County, Iowa. This franchise shall be effective for a twenty-five (25) year period from and after the effective date defined in Section 1.014 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 FACIL-

ITIES; INDEMNIFICATION. The Facilities shall be placed and main-tained 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 sew-ers, underground pipe, and other property of the City, and the Com-pany 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 unnecessari-ly 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 facilcost and expense, Company facil-ities 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 fran-chise 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

b. If there is a potential conflict between a City Project and the Fa-cilities, the City and the Company will work together to identify alterna tives 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.

RELOCATION FOR PRI-VATE 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 de-activate 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 ad-vance written notice to vacate a public right-of-way. Vacating a pub-lic 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 commer-cial 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 MANAGE-

MENT. 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 NON-EXCLUSIVITY. The

franchise granted by this Ordinance shall not be exclusive. 1.09 REPEAL OF CONFLICTING

ORDINANCES. All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed. 1.010 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 proce-dure 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 condi tions thereof. This provision shall not apply, however, to collateral assignments in connection with a project financing of the project. 1.011 CONFIDENTIAL INFOR-

MATION. 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 lowa law, constitute public records, but that nonetheless, some informa-tion 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 fed-eral 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 Compa-ny of any request for disclosure of such confidential documents, and upon notification from the City of any request or legal action regard-ing such confidential information. 1.012 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. 1.013 NOTICES: Any written no-

tice 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

Connect Development Direct

Company 1600 Utica Ave S, 9th Floor St. Louis Park MN 55416 For the City of Luana

1.014 EFFECTIVE AND BIND-ING. This Ordinance and the rights and privileges herein granted shall become effective and binding upon its approval, passage in accordance with Iowa law, the written acceptance by the Company, publication, and notice by the Company

as provided below. The City shall provide the Company with an original signed and sealed copy of this Ordinance within ten (10) days of its within thirty (30) days after the City Council approval of this Ordinance, file in the office of the clerk of the city, its acceptance in writing of all the terms and provisions of this Ordinance. Following City Council ap-proval and Company acceptance, this Ordinance shall be published in accordance with the Code of Iowa. The Effective Date of this Ordi-nance shall be the earlier of (a) the date the Company provides written notice to the City Manager that any mobilization, staging, or construc-tion of the Facilities will commence within the City limits or (b) December 31, 2026. In the event the Company does not file its written accep-tance of this Ordinance within thirty (30) days after its approval by the City Council this Ordinance shall be void and of no effect.

1.015 COMPLETE AGREE-MENT. This franchise ordinance sets forth and constitutes the entire MENT. 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. 1.016 PUBLICATION EXPENS-ES. The expense of the publication of this Ordinance shall be paid by the Company. 1.017 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. 1.018 ENTIRE AGREEMENT. This Ordinance sets forth and constitutes the entire agreement be-tween 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 op-erationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

## PUBLIC NOTICE CITY OF LUANA

## LUANA CITY COUNCIL MINUTES

OF NOVEMBER 4, 2021 Meeting at the Luana Fire Department. Location changed due to COVID19 Social Distancing requirements

The Luana City Council held their regular monthly meeting Thurs-day November 4, 2021, at 7:00 pm. with Council Members Bren-da Boddicker, Todd Olson, Jackie Radloff-Schneider and Luke Steege present. Absent: Lonnie Baade.

Mayor Jerry Schroeder called meeting to order at 7:00 pm. Minutes of October meeting were

reviewed and approved upon a motion by Boddicker, second by Steege, carried unanimously.

Steege motioned to pay all monthly claims totaling \$12,098.87, Radloff-Schneider second, car-ried unanimously. Receipts for the month totaled \$48,004.21. Rad-loff-Schneider motioned to pass Res. 11-2021 T.O.F, Boddicker second, carried unanimously.

SOO Green gave presentation on HVDC Link Project and answered questions on franchise agreement. onstruction will begin 2023 with projected completion date in 2026. Entire project will be underground. Environment and economic impact were discussed. Projected more than \$72,000 in total tax revenue over the first 25 years for the city. Tiling on Dolphin Avenue was dis-cussed, and SOO Green stated there would be no concerns/dis-ruption to this tiling. After all questions had been answered 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 7:47 pm. The Mayor then asked the Clerk whether any written objec-tions had been filed by any City resident or property owner to the pro-posal. 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 first reading of Ord.2021-11 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 op-erate 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 unanimously. Roll call vote AYES 4, NAYS 0. Steege motioned to waive 2nd and 3rd reading of Ord.2021-11. Radloff-Schneider second, carried unanimously. Vote was taken to adopt Ord. 2021-11, in favor 4, nays 0. Whereupon, the Mayor declared the measure duly adopted. See complete ordinance below.

Administrator Humble opened sealed bids received for the sale of the 1993 Ford Step Van. Boddicker motioned to award to highest bidder, Superior Auto in the amount of \$2,020.00, Radloff-Schneider second, carried unanimously.

Council discussed current Junked Vehicle and Machinery City Ordi-nance. Administrator Humble was instructed to mail letters to violators. Administrator Humble will provide an updated ordinance for council review

2021 discussed city events

**CITY OF MONONA** REGULAR COUNCIL MEETING MONDAY, NOVEMBER 1, 2021 The Monona, Iowa, City Coun-

cil met in regular session Monday, November 1, 2021, at 6:01 p.m. at Monona Community Center. May-or Eric Koenig presided with John Elledge, Bridget Schlein, Andrew Meyer, Tim Wright, and Preston Landt present.

Guests Present: John Jensen (Outlook), Audrey Posten (NIT), Dave Smith (Monona Fire Dept.), Jared Burkle (PeopleService), Finn Clook, (MFL MarMac School), and Chad and Andrea Davies.

1) Approve Consent Agenda Moved by Elledge, seconded by Schlein, to approve consent agenda as listed. Carried Unanimously. Agenda

 Council Minutes ~ October 18, 2021

Prepaids/Warrant Expenses

Darby Family Aquatic Center Endowment ~ September 2021 Fund Activity Statement

PREPAID

LIBRARY ALLIANT ENERGY

Public Works Report ~ October

UPS SHIPPING - RETURN AED LaCROSSE RECYCLING.. WELLMARK BL CROSS BL SHIELD PREM. JOSHUA BRINK UB Refund ...... SINDEE GOHDE UB Refund ..... ..... \$109,906.67 Total ..

BAADE, DOUGLAS S PROP TAX REBATE PER 13.87 .82.87 42 GAL DOME LID ....406.10 RECEPTACLE. BERNS, RONALD H. PROP TAX REBATE PER ANNEX .54.78

REGIONAL SURVEY FOR CDBG GRANT

USDA RURAL DEVELOPMENT

- LININ ..... WAGNER, MITCHELL W. ..585.00

.206.4

activities during the third quarter of 2021. It was a slow quarter for calls. Only eight calls with seven of them assisting the MFL Ambu-lance Service. The department did extensive training using the new drone, did shift at Clayton County Fair, helped with cutting and removal of trees after the August 27th storm, air pack training, in school to teach children during Fire Prevention week, and a walk through of M's Machine. Also took care of some maintenance issues at the station and are looking into changing some light fixtures to LED.

the east. After much discussion it the east. After much discussion it was moved by Elledge, seconded by Landt to move the "No Parking from Here to Corner" sign to the property line of 409 S. Main Street and check the rules for parking near intersections and then paint the curb yellow where they are not allowed to park. Carried Unanimously.

8) Fast Traffic in Highly Traveled Alley Between Iowa and Center Streets

A concerned resident called and asked the city to check the speed of traffic in the alley next to her house. Currently Monona's Code of Ordinances does not apply a speed limit to alleys. Our city speed limits are set by ordinance and because of this the council would have to amend the code to set a speed limit for all alleys. Af-ter some discussion it was moved by Elledge, seconded by Wright to have City Administrator Collins draft an amendment to Chapter 63.02 STATE CODE SPEED LIM-ITS and add: Alley – Fifteen (15) miles per hour. Carried Unani-

# ..3,529.49 .....7,394.43 .....47.31 .125.00

WARRANTS ALL FLAGS, LLC FLAGS: 2 IA & 2 USA + SNAPS.

PUBLIC NOTICE CITY OF MONONA

WILLIAMS CARPET CLEANING

JANITORIAL SRV/ CC/ CH/ LIB. Total ..... \$74,081.56

# 2) Hearing of Delegations

None 3) 3rd Quarter Monona Fire De-partment Report Fire Chief Smith reported on

take place during 2022. PWS, Kleinow, informed council

Council

of part time Public Works employ-ee, Randy Evanson's resignation from the city.

Next regular Council meeting will be held December 2,2021 at 7:00 pm.

Mayor Schroeder adjourned the Mayor Someour meeting at 8:15 pm. Tammy Humble,

City Administrator Monthly Expenditures Monthly Expenditures \$12,098.87: Alliant Ener-gy \$1,709.91; Black Hills En-ergy \$161.90; Com Elec \$408.50(Firetruck supplies); De-posit Returm \$107.41; D&J Feed \$525.38(Propane); Federal Tax-es \$935.78; HACH \$402.37(Wa-ter chemicals); Hall Poherte' ter chemicals); Hall Roberts' Son \$1,440.00(Ice melt); IPERS \$951.80; John Deere Financial \$38.76(Fireman supplies); Kwik Trip \$155.46 (Firetruck fuel); Mid America Publiching \$80.00 Mid-America Publishing \$80.09; NEIT \$120.83; Wages \$5,060.68. Fire Department Expenditures

\$663.69; General Fund Expendi-tures \$8960.02; Propriety Expen-ditures \$1035.16; Road Use Tax Expenditures \$1440.00; TIF Expenditures \$0.

Monthly Revenue \$48,004.21: Farm to Market \$6,502.61; Fran-chise Tax (Alliant) \$886.62 (Black Hills) \$33.14; Interest \$112.45; Local Option \$3,183.70; Property Taxes \$29,506.96; RUT \$1,487.73; Utilities \$6,291.00.

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## **PUBLIC NOTICE**

### PUBLIC NOTICE

An auction will be held at 9:30 a.m. on November 19, 2021 at 415 Stoneman St., Postville, Iowa 52162. There will be a 2006 Mustang, 2005 Toyota Camry, 1976 Dodge Monaco, and 2005 Lincoln Aviator.

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ELEC. .272.00 ALPINE COMMUNICATIONS, LC SECURITY SYSTEM MONITORING ..... ..29.95 BAKER & TAYLOR, INC. BOOKS..... BIG RIVER MAGAZINE ....833.56 UTILITY GAS SERVICE . ....118.00 CITY LAUNDERING CO. SUBSCRIPTION RENEWAL LANDT. HEIDI STAMPS, ZOOM, PERGOLA, COFFE, JANI......1,708.83 DON MARTINDALE LAWN CARE - MOWING .140.00 MicroMarketing ASSOCIATES ...36.00 AUDIO BOOK .... MID-AMERICA PUBLISHING CORP. SRP THANK YOU .. NEIT PHONE SERVICE ... ...49.85 PLASTIC RECYCLING OF IOWA FALL BENCHES - ARPA...... THE IOWAN MAGAZINE .....1,781.00 SUBSCRIPTION RENEWAL ..24.00 THE PIONEER WOMAN MAGAZIN SUBSCRIPTION......12.00 WEST UNION COMMUNITY LIBR LARGE PRINT BOOKS.....15.00 Total Total .....\$5,203.46 PREPAIDS AFLAC AFLAC-PRETAX... .161.82 ALLAMAKEE-CLAYTON ELECT COOP ELEC SERV ALLIANT ENERGY ELEC..... CITY OF MONONA ....8,537.40 HLTH INS-PRETAX. .602.72 D & A CLEARINGHOUSE/ FMCSA ANNUAL CDL QUERIES: RE/ME/ WB. .3.75 DEARBORN NATIONAL LIFE INS. CO LIFE INSURANCE......178.90 FREEDOMBANK FED/FICA TAX..... .....6,477.32 gWORKS W2/ 1099/ 1096 FORMS .. 175.09 HSA - EMPLOYEE HSA EMPLOYEE. .....100.00 HSA - EMPLOYEE HSA EMPLOYEE. ......80.00 HSA - EMPLOYEE HSA EMPLOYEE .200.00 INSURANCE MANAGEMENT AIRPORT INSURANCE. ..1,596.00 IOWA WATER ENVIRONMENT ASSOC. TRAINING FOR TWO .......70.00 IPERS IPERS ......4,777.25 MARCO dba

GREATAMERICA FINANC COPIER MAINTENANCE.262.00 MB CONSTRUCTION KWIK STAR WATER & SEWER MCED 3RD ANNUAL DINNER X ..87.00 MONONA POST OFFICE SEPT UTILITY BILLING ... 256.47 PEOPLESERVICE ..20,973.00 CONTRACT FEE. TOWN & COUNTRY .11.359.00 OCT GARBAGE TREASURER STATE OF IOWA EXCISE TAX... ....3,371.00 U.S. CELLULAR

UTILITY CROELL. INC. FEHR GRAHAM 20-929 '21 REAP MAIN ST FREEDOMBANK HSA 4TH QTR... GEE ASPHALT SYSTEMS INC GSB SEAL COAT VARIOUS gWORKS SCOTT HAGEMAN FALL TIF REBATE ..... HEINS, FREDERICK J PROP TAX REBATE PER WES HEYING FALL TIF REBATE HOME & UTILIT IOWA DEPT OF TRANSPORTATION IOWA ONE CALL LOCATES. MB CONSTRUCTION, INC. OIL CORP. MONONA COMPUTER SERVICES 3 WEBROOT ENDPT/ WEB PARTS RADLOFF, DALE K & JANE A PROP TAX REBATE PER BL EXPLOR MT/BALANCE/ RED BRICK PAVERS EN GRAVED X34 ..... FALL WEED CONTROL ... UPPER EXPLORERLAND

BIRDNOW CHEVROLET PROP TAX REBATE PER ANNEX 3RD ......1,153.98 BLACK HILLS/IOWA GAS CLEANING SUPPLIES.....165.25 BARBARA COLLINS BC 2 MFO LODGING ...... 274.00 ...7.318.75 LOCATION ......16,271.83 ANNUAL LICENSE & SUPPORT ...6,457.04 .1,211.37 NISA OCT - DEC 2021 .....543.03 CALCIUM CHLORIDE ... 1,556.39 ..41.50 ...373.32 MINUTES 10/4 ......224.62 MIELKE'S QUARRY 35.47 TONS 3/4" ROCK ... 319.23 MIGFLUXCOREDWELD/CART/ STEMS/SEN.....204.00 SPORTS WORLD ....693.66 STOREY KENWORTHY/MATT ..1,085.00

4) Pump Maintenance Service

Agreement Jared Burkle with People Service talked to the council about the pump service agreement we had with Iowa Pump Works for the last three years. It was up for renewal and Jared received two quotes, one was from Electric Pump for \$1,500 and Iowa Pump Works for \$2,595. After some discussion it was moved by Wright, seconded by Meyer to approve the three-year agreement with Electric Pump for the \$1,500.00 a year for three years. Carried Unanimously.

5)Railroad Crossing City Administrator Collins explained an email she received regarding the "Annual Federal Grade Crossing Safety Improvement Fund Letter". This letter stated that the city's railroad crossing, located on West Street, just south of Franklin Street, was eligible for lights and/or gates to be installed at the crossing due to its "Predict-ed Accident Per Year" and "Bene-fit-to-Cost Ratio". The city would need to talk with the Canadian Pacific Railroad as we need their signature on the application. After some discussion it was moved by Elledge, seconded, by Wright to look further into getting lights in-stalled at the West Street railroad crossing. Carried Unanimously. 6) Pay Request #4 to MB Con-

struction for Kwik Star Project The final pay request #4 for \$9,855.92 was presented to the council for approval along with a "Certificate of Completion". Councilman Meyer stated he would like to hold off on signing the "Certifi-cate of Completion" until he does a walk-through of the project. He would like to ensure CVG, and the Wagner's are okay with how their property is at the end of the project. Upon recommendation of Mayor Koenig, it was moved by Meyer, seconded by Elledge, authorizing the payment of Pay Estimate No.4 to MB Construction, Inc. in amount of \$9,855.92 for expenses related to construction of new water and sewer lines to Kwik Star. Carried Unanimously. 7) Parking Issues on First Block

off Main Street of East Maple and Walnut Street

Public Works Director Randy Evanson submitted two recommendations to the council regarding parking issues on the first blocks of Maple and Walnut Street. The first block of Maple Street has a "No Parking from Here to Cor-ner" sign. Because of the placement of this sign and fact that this street has no curb and is at least six feet narrower that our normal street it makes getting around parked cars dangerous. Evanson recommended either to allow no parking at all on the first block or to move the sign farther to the East. On Walnut Street the issue is people parking their vehicles very close to the intersection and traffic turning off Main Street have a hard time getting around parked cars when there is traffic coming from

mously. 9) Quote for Three-Year Firewall Protection

City Administrator Collins presented the council with a pricing Estimate from NEIT for a 3-year Fortinet Coverage. After much dis-cussion it was the consensus of the council to look more into different options for firewall protection.

10) Copy of Ordinance Dealing with Barking Dogs At the October 18th council meeting the council asked to see

what our current ordinance says about barking dogs. City Administrator Collins presented a copy of Chapter 55.08 "ANNOYANCE OR DISTURBANCE. It is unlawful for the owner of a dog to cause serious annoyance or disturbance to any person or persons by frequent and habitual howling, yelp-ing, barking, or otherwise; or, by running after or chasing persons, bicycles, automobiles or other vehicles." After much discussion about dealing with all types of "Nuisances" in general it was decided that a "Formal" nuisance complaint form should be created for council approval where either the city or a person or persons are willing to sign a complaint about an issue. This form would need to be signed and filed with the city to start a nuisance proceeding against a resident.

11) NextLink Contract

On September 23, 2020, the city of Monona contracted with NextLink allowing them to install a communications antenna on the top of the city's water tower. In consideration for this agreement Nex-tlink was to pay the city \$200.00 a month. It appears that the antenna has never been installed and Nextlink is looking at a different loca-tion within the city. A motion was made by Elledge and seconded by Wright to contact Nextlink and check into getting the contract ter-minated and a possible payment towards the contract.

Carried Unanimously.

12) Water Softener in Community Center

The water softener in the Community Center appears to be going through a large amount of salt. Records showed that it is original to the center since at least 1999 Also mentioned were issues with the water heater. After some dis-cussion it was decided to have Administrator Collins check pricing individual water heating units for the restrooms and kitchen and replacing current water heater and softener

Mayor/Council/Clerk Notes:

 Reminder of Election on Tuesday • Reminder that we were to work

on dealing with Snowmobiles in city limits • City Administrator Collins and

Police Chief Amsden will be talking at the Library Coffee House on Tuesday, November 2nd at 10:30 a.m.

• River City Paving Hoping to pave trail next week.

Hearing no further comments, Mayor Koenig declared meeting adjourned at 7:12 p.m.

Next regular council meeting was scheduled for Monday, No-vember 15, 2021, at 6:00 p.m. at the Monona Community Center Barbara Collins, City Administrator

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