PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION:
* Recovery Month - Nicolas Foss

MAYOR'S AWARD:
* Kevin and Mona Ash

CONSENT AGENDA: To the Public:

All matters listed under Item I., Consent Agenda, having been discussed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

MOTION: To approve all listed under Item I., Consent Agenda.

RESOLUTIONS:
1. Resolution Approving an Amended Agreement Between the City of Burlington and the Burlington/West Burlington Area Chamber of Commerce for Use of the Port of Burlington Building by the Chamber

2. Resolution Approving a Commercial Lease Agreement Between the City of Burlington and the Burlington/West Burlington Area Chamber of Commerce for Exclusive Use of Portions of the Burlington Port Building

3. Resolution Approving Additional Asbestos Removal with SERVPRO in the Memorial Auditorium

COMMENTS FROM AUDIENCE

COMMENTS FROM COUNCIL/CITY MANAGER

ADJOURNMENT
ITEM I.
Consent Agenda

FINANCES AND MISCELLANEOUS
Minutes of Previous Meetings
Payroll and City Claims

BEER, LIQUOR, WINE AND CIGARETTES

REPORTS AND BONDS

RESOLUTIONS:
1. Resolution Approving Nuisance Abatements for Various Properties

2. Resolution Approving an Agreement Between the City of Burlington, Iowa and Alliant
   Energy Incorporated for All Night Lighting Service at the Dead End of Sunset Avenue

3. Resolution Approving Fiscal Year 2018-2019 Street Finance Report, Road Use Tax

4. Resolution Approving Purchase of Hesco Flood Barriers from Two Rivers Bank and Trust

5. Resolution Approving the Purchase of Temporary Construction Easements for the 2019
   Locust Sewer Separation

SET DATE FOR PUBLIC HEARINGS: OCTOBER 7, 2019
1. Consideration of Sale of Property Locally Known as 1607 Osborn Street, City of Burlington,
   Iowa, with Conditions

2. Consideration of an Ordinance Vacating and Selling a Portion of Right-of-Way Located
   Adjacent to 1815-1845 Des Moines Avenue, Burlington, Iowa

APPOINTMENTS:
Animal Hearing Board: Richard McEntyre
DesCom Control Board: Matt Rinker
PROCLAMATION

WHEREAS, recovery from mental and substance use disorders, including co-occurring disorders is an essential part of health and one’s overall wellness. Treatment and recovery services for mental and substance use disorders and co-occurring disorders is effective and people can and do recover in our area and around the nation; and

WHEREAS, addressing and overcoming mental and substance use disorders and co-occurring disorders is essential to achieving healthy lifestyles, both physically and emotionally. We must encourage relatives and friends of people with mental and substance use disorders and co-occurring disorders to implement preventative measures, recognize the signs of a problem and encourage those in need of help to seek appropriate treatment and recovery support services; and

WHEREAS, to help more people with lived experience achieve and sustain recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA) and ALCOHOL AND DRUG DEPENDENCY SERVICES invite all residents of Burlington, Iowa to participate in National Recovery Month; and

NOW, THEREFORE, we, the City Council of the City of Burlington, Iowa do hereby proclaim the month of September, 2019, as "Recovery Month"

in Burlington, Iowa and call upon the people of Burlington, Iowa to observe this month with appropriate programs, activities and ceremonies to support this year’s Recovery Month theme, Join the Voices for Recovery: Together We Are Stronger and to celebrate the 30th anniversary of the Recovery Month observance.

Signed and Sealed this 16th day of September, 2019.

ATTEST:

Kathleen P. Salisbury, MMC  Shane A. McCampbell
City Clerk  Mayor
BE IT KNOWN

On behalf of the City of Burlington, Iowa, I would like to thank you for being model Burlingtonians!

Your commitment, loyalty, mutual love and respect toward one another is admirable and needed in this community. Your example is appreciated. You both help make Burlington a great place to live, work and play.

On September 16, 2019 this Mayor’s Award is presented to

Kevin and Mona Ash

Presented by:

Mayor Shane A. McCampbell
That all matters listed under Item I., Consent Agenda having been discussed are considered to be routine by the City Council, be hereby approved.
RESOLUTION NO. ____________

Meeting No. Paper No. Seconded By: ____________________________

_______ _______ AYES: ____________________________

NAYS: ____________________________

Introduced By:

____________________________________

A RESOLUTION APPROVING AN AMENDED AGREEMENT
BETWEEN THE CITY OF BURLINGTON AND THE
BURLINGTON/WEST BURLINGTON AREA CHAMBER OF COMMERCE
FOR USE OF THE PORT OF BURLINGTON BUILDING BY THE CHAMBER

RESOLVED: That the amended agreement between the City of Burlington and the
Burlington/West Burlington Area Chamber of Commerce for use of the Port of Burlington
Building by the Chamber, said agreement attached hereto as Exhibit “A”, be hereby approved.

BE IT FURTHER RESOLVED: That the City Manager be authorized to sign said
amended agreement in the name of the City and the City Clerk is directed to enter said amended
agreement in the Miscellaneous Contract Records.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

____________________________________
Kathleen P. Salisbury, MMC  Shane A. McCampbell
City Clerk  Mayor
AGREEMENT, by and between the CITY OF BURLINGTON, IOWA (hereinafter referred to as the “City”) and the BURLINGTON/WEST BURLINGTON AREA CHAMBER OF COMMERCE (hereinafter referred to as the “Chamber”).

WHEREAS, Resolution No. 2018-75, March 19, 2018, passed by the Burlington City Council provides for the allocation of thirty percent (30%) of either the first $675,000 or $700,000, depending upon the year, and forty percent (40%) of all revenue above $700,000 to the Convention and Visitors Bureau Sub-fund to establish and maintain the Convention and Visitors Bureau, including operation of the Port of Burlington Welcome Center (hereinafter referred to as the “Bureau”) in cooperation with the Chamber and/or some other entity;

WHEREAS, said resolution provides for the Bureau to be established either separately or by contractual arrangement; and

WHEREAS, Resolution No. 2018-75, March 19, 2018 is incorporated by reference into this agreement and officially establishes the City Council’s intent in its entirety regarding utilization and expenditure of all revenues derived from the Hotel/Motel Tax.

WHEREAS, the Chamber is willing to provide direction, supervision, and administrative support for the Bureau; and

WHEREAS, the City and the Chamber agree to the following contractual obligations;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. ESTABLISHMENT. The Chamber will organize, manage and operate the Bureau in compliance with all State and Federal laws which apply to a non-profit corporation as defined in Section 501(c)(6) of the Internal Revenue Code.

2. PURPOSE. The purpose of the Bureau is marketing and promoting the Greater Burlington community as a premier destination to both leisure and business travelers.

3. STEERING COMMITTEE. A Convention and Visitors Bureau Steering Committee will be established by the Chamber Board of Directors to provide program development and financial management, all subject to the approval of the Chamber Board of Directors.

   A. APPOINTMENT. The Steering Committee shall consist of ten members. Eight members shall be nominated by the Chamber Executive Committee and approved by the Chamber Board of Directors. The Chamber will seek community leaders from among, but not limited to, the following areas:
The City Council will be responsible for appointing one of the ten members to serve on the Steering Committee on an annual basis. The City of West Burlington also appoints a designee. Vacancies shall be filled in the same manner as the process described herein.

B. TERMS. Steering Committee members shall be appointed for three (3) year staggered terms.

C. OFFICERS. The Chair-elect of the Chamber in compliance with bylaws of the Chamber shall appoint a Chairperson each year.

D. MEETINGS. Regular meetings of the Steering Committee will be held monthly with a minimum of 6 meetings per year.

E. BUDGET AND WORK PLAN. An annual budget and work plan will be prepared each December based on anticipated revenues and expenses. Additional revenues besides those funds set forth in this agreement may be sought by the Steering Committee subject to the approval of the Chamber Board of Directors.

F. SUB-COMMITTEES. Based on Program of Work, sub-committees may be established by the Steering Committee. Non-chamber members and steering committee members will be encouraged to participate on these sub-committees.

G. LIMITATION OF AUTHORITY. No action by any Steering Committee member shall be binding upon, or constitute an expression of, the policy of the Chamber until it shall have been approved and ratified by the Chamber Board of Directors.

4. FUNDING. In the first year of the agreement, the City shall allocate thirty percent (30%) of the first $675,000 and forty percent (40%) of all revenue above $700,000 collected by the Iowa Department of Revenue within the City limits of Burlington, and received by the City, which amount shall constitute complete compensation from the City for all of the services to be rendered, including personnel costs, travel, printing and publications, and all other expenses. The subsequent years, the City shall allocate thirty percent (30%) of the first $700,000 and forty percent (40%) of all revenue above $700,000 collected. The sum shall be payable to the Bureau in four (4) quarterly installments within 20 days of receipt from the Department of Revenue.

5. USE OF PORT BUILDING BY CHAMBER. It is understood the City owns the Port of Burlington building and will lease space within the same to the Chamber at the nominal cost of $1.00 per annum, in exchange for the Chamber’s agreement to operate the Welcome Center for, and on behalf of, the City. The City shall be responsible for maintenance of the structure, including but not limited to, the roof, heating, air conditioning, restroom facilities, electrical..
6. **ANNUAL REPORT.** The Bureau will provide the City with a written annual report each year, to enable the City to determine that the contractual obligations undertaken by the Chamber, specifically the work plan, were met. Included in this report will be measurements covering the following areas: Hotel/Motel Tax receipts; visitor counts at Welcome Center location; annual advertising expenditure; ratio of advertising dollars spent to documented leads; number of tour groups and associated statistics; number of conventions and meetings and associated statistics.

7. **MANAGEMENT.** The staffing and management of the Bureau is the responsibility of the President of the Chamber of Commerce, who will assume full responsibility for employment, discharge and day-to-day management of the Bureau with input from the Steering Committee, consistent with the personnel policies and benefit programs of the Chamber. Persons employed by the Bureau are employees of the Chamber, and are not employees of the City. The President of the Chamber or his/her designee will serve as an ex-officio, non-voting member of the Steering Committee.

8. **ACCOUNTING.** The Chamber will maintain separate accounts, completely separate from the general fund of the Chamber. All checks will require two signatures of authorized Bureau or Chamber personnel. The Chamber will provide bookkeeping services for the Bureau and will prepare a monthly financial report on the Bureau activities. The finances of the Bureau will be included in the Chamber’s audit that is conducted by a Certified Public Accounting firm. A full audit shall occur at least every other year. It is recognized by the parties that the Chamber’s fiscal year commences on January 1 of each year.

9. **TERM.** *This Agreement shall be effective September 1, 2019 and shall terminate on June 30, 2021, unless renewed by mutual agreement of the parties.* Upon termination, all funds held in the name of the Bureau and funded from revenue received from the City shall be directed to an Endowed Fund at the Community Foundation of Des Moines County for the benefit of quality of life amenities. Equipment, supplies and other items held in the name of the Bureau and funded from revenue received from the City, shall become the property of the City upon such termination.

SIGNED this _______ day of ____________, _____,

Jim Ferneau  
City Manager

Della Schmidt  
President & CEO  
Burlington/West Burlington  
Area Chamber of Commerce

ATTEST:

Kathleen P. Salisbury, MMC  
City Clerk
A RESOLUTION APPROVING A COMMERCIAL LEASE AGREEMENT
BETWEEN THE CITY OF BURLINGTON AND THE
BURLINGTON/WEST BURLINGTON AREA CHAMBER OF COMMERCE
FOR EXCLUSIVE USE OF PORTIONS OF THE BURLINGTON PORT BUILDING

RESOLVED: That the lease agreement between the City of Burlington and the
Burlington/West Burlington Area Chamber of Commerce for exclusive use of portions of the
Burlington Port Building by the Chamber, said agreement and floor plan attached hereto, be
hereby approved.

BE IT FURTHER RESOLVED: That the Mayor be authorized to sign said lease
agreement in the name of the City and the City Clerk is directed to enter said lease agreement in
the Miscellaneous Contract Records.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

Kathleen P. Salisbury, MMC
City Clerk

Shane A. McCampbell
Mayor
COMMERCIAL LEASE

This commercial lease ("Lease") is entered into this ___ day of September, 2019, by and between the CITY OF BURLINGTON, IOWA, an Iowa municipal corporation ("LANDLORD") and BURLINGTON/WEST BURLINGTON AREA CHAMBER OF COMMERCE ("TENANT").

1. PREMISES. LANDLORD, in consideration of the rents, agreements, and conditions herein contained, leases to TENANT and TENANT leases from LANDLORD, according to the terms and conditions of this lease, exclusive use of those portions of the Burlington Port Building as delineated on the Floor Plan attached hereto as "Exhibit A" and incorporated herein by this reference, together with improvements therein, and all rights, easements, and appurtenances thereto. This Exhibit A incorporates not only the historical floor plan previously leased by TENANT, but also the floor space previously occupied by the Iowa Store.

2. TERM. The term of this Lease shall commence at midnight of the first day of the lease term, which shall be September 1, 2019, and ending midnight on the last day of the lease term, which shall be June 30, 2021, except that agreement shall automatically renew for successive two (2) year terms, unless written notice of intent to cancel is given by either party at least thirty (30) days prior to expiration of the term. Continued possession by TENANT, beyond the expiration of its tenancy, coupled with retention of the specified rental by LANDLORD (and absent a written agreement by both parties for an extension of this Lease, or for a new lease) shall constitute a month-to-month extension of the Lease terminable by LANDLORD upon thirty (30) days' written notice.

3. RENT. TENANT agrees to pay to LANDLORD as rent, the following:

(a) Monthly rent, paid in advance, at the rate of $1.00 annually with the first monthly rent payment being due upon signing of this Lease, and each subsequent annual rental payment being due the first (15th) day of September each successive year of the lease.

(b) In exchange for this concession below market rate for rent, TENANT agrees to operate in the PREMISES a Welcome Center for, and on behalf of, the City.

4. POSSESSION. TENANT shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to LANDLORD at the end of the lease term, except as herein otherwise expressly provided. Should LANDLORD be unable to give possession on said date, TENANT'S only damages shall be a rebating of the pro rata rent.

5. USE OF PREMISES. TENANT covenants and agrees during the term of this Lease to use and to occupy the Premises only for the operation of a Welcome Center, and an associated store or gift shop. TENANT shall make no unlawful use of the Premises and agrees to comply with all valid regulations of the Board of Health, provisions of the City of Burlington Code of Ordinances, and laws of the State of Iowa and the United States of America; this provision shall not be construed as creating any duty by TENANT to members of the general public, provided, however, TENANT shall not interfere with or otherwise cause to be ineffective any ADA improvements or accommodations made by the City for disabled citizens.
6. **QUIET ENJOYMENT.** LANDLORD covenants that its estate in said Premises is in fee simple and that TENANT, if not in default, shall peaceably have, hold and enjoy the Premises for the term of this Lease. LANDLORD shall have the right to mortgage all of its right, title and interest in said Premises at any time without notice, subject to this Lease. LANDLORD shall have the right, with reasonable notice to TENANT, to enter the premises to make reasonable maintenance or improvements.

7. **CONDITIONS OF PREMISES.** TENANT takes the Premises in its present condition, except as otherwise provided in this Lease.

8. **FURNITURE, FIXTURES, AND EQUIPMENT.** In conjunction with TENANT'S use of the PREMISES, TENANT may furnish, install, operate, repair, maintain and replace, at its sole cost and expense, any furniture, decorations, movable trade fixtures, personal property, appliances, and equipment reasonably necessary for the operation of the Welcome Center. TENANT shall keep the same in good condition and repair, normal wear and tear excepted. TENANT shall not remove the same during the term of this Lease, including any extension thereof, or at any time TENANT is in default under the terms of this Lease; such removal shall be a material breach of this Lease. Notwithstanding the foregoing, TENANT shall have the right to sell or otherwise dispose of any personal property of TENANT situated on the Premises, when in the judgment of TENANT it shall have become obsolete, outworn, or unnecessary in connection with the operation of TENANT'S business on the Premises; provided, however, that TENANT shall, in such instance (unless no substituted article or item is necessary), at its own expense, substitute a new or other like item of the same or greater value.

9. **MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE PARTIES.** TENANT shall maintain the Premises in a reasonably safe, sanitary, serviceable, and presentable condition, and except for repairs or maintenance required to be made by LANDLORD pursuant to the provisions of this Lease. TENANT shall perform all necessary maintenance or repairs to all interior fixtures desired by or added by TENANT, including: finished wall materials; finished ceilings; finished floors; interior walls not necessary for support of the building; fixtures, appliances, furniture and equipment installed for the exclusive use of the Premises by TENANT in its operations. LANDLORD shall be responsible for repairing and maintaining the structure itself, including load bearing walls, roof, furnaces, air conditioning units; and hot water heaters (even if located outside the bounds the Premises); plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, conduits, and apparatus wherever located which serve only the Premises; control knobs, switches, thermostats, and electrical outlets and connections affixed to or projecting from the walls, floors, and ceilings wherever located which serve only the Premises; and all changes, alterations, or additions ordered by any lawfully constituted government authority directly related to TENANT'S use of the Premises. TENANT shall make no structural changes or alterations to the Premises without the prior written consent of LANDLORD.
10. SNOW AND ICE. LANDLORD shall be responsible for snow and ice removal on the sidewalks, drives and parking areas serving the PREMISES.

11. UTILITIES AND SERVICES. TENANT shall be solely responsible for and promptly pay all utilities services used or consumed upon or in conjunction with the operation of the Premises, except for air conditioning and heating, which shall be the responsibility of the LANDLORD. Utilities and services provided relative to common and exterior areas shall be paid by LANDLORD.

12. INSURANCE.

A. PROPERTY INSURANCE. LANDLORD and TENANT agree to insure the Premises and its personal property, equipment, and fixtures for the full insurable value thereof. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage).

B. COMMERCIAL GENERAL LIABILITY INSURANCE. TENANT shall maintain commercial general liability insurance to cover the Premises. Such policy shall include liability arising from Premises operations, independent contractors, personal injury, and liability assumed under an insured contract. This policy shall be endorsed to include LANDLORD as an additional insured.

C. CERTIFICATES OF INSURANCE. Prior to the time the Lease takes effect, TENANT shall provide LANDLORD with a certificate of insurance evidencing compliance with the property and liability insurance requirements of this Lease, such certificate shall include 30 days’ notice of cancellation to LANDLORD. A renewal certificate shall be provided prior to expiration of the current policies. LANDLORD and TENANT shall each provide a copy of this Lease to their respective insurers.

D. ACTS BY TENANT. TENANT shall not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the Premises.

E. INCREASED RISKS OR HAZARDS. TENANT further agrees to be liable for and to promptly pay any increase in insurance rates on said Premises and on the building, due to increased risks or hazards resulting from TENANT’S use of the Premises otherwise than as herein contemplated and agreed.

13. ASSIGNMENT AND SUBLETTING. No assignment of this Lease or subletting of the Premises or any part thereof, without LANDLORD’S prior written consent, shall be permitted.

14. TERMINATION; SURRENDER; REMOVAL OF FIXTURES. This Lease shall terminate upon expiration of the original term; or if renewed shall terminate at the expiration of the renewal term. TENANT agrees upon termination of this Lease to surrender and deliver the Premises to LANDLORD in a good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of TENANT.
TENANT may, at the expiration of its tenancy, if TENANT is not in default, remove any fixtures or equipment which TENANT has installed in the Premises, providing TENANT repairs any and all damage caused by such removal.

15. LIABILITY FOR DAMAGE. Neither LANDLORD nor TENANT shall permit nor allow the Premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees. Further, LANDLORD and TENANT shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or its agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

16. INDEMNITY. Except as provided in Paragraph 19(A)(4) and except for the negligence of LANDLORD, TENANT will protect, defend and indemnify LANDLORD from and against 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.

17. FIRE AND CASUALTY.

A. PARTIAL DESTRUCTION OF PREMISES. In the event of partial destruction of or damage to the Premises, which prevent TENANT from conducting normal business operation and with respect to which damage is repairable within 180 days after its occurrence, this Lease shall not terminate, but the rent for the Premises shall abate during the time of such business interference (provided TENANT shall not be entitled to rent abatement in the event such partial destruction or damage was the result of an action or omission of TENANT). In the event of partial destruction or damage, LANDLORD shall repair such damage within 180 days of its occurrence, unless prevented from doing so by acts of God, government regulations, or other causes beyond LANDLORD'S reasonable control.

B. TOTAL DESTRUCTION OF PREMISES. In the event of the destruction of or damage to the Premises such that TENANT is not able to conduct its business on the Premises and damage cannot be repaired within 180 days, this Lease may be terminated at the option of either LANDLORD or TENANT. Termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. TENANT shall surrender possession within ten (10) days after such notice issues and each party shall be released from all future obligations under the Lease and TENANT shall pay rent pro rata only to the date of such destruction. In the event of such termination of this Lease, LANDLORD, at its option, may rebuild or not, at its discretion.

18. CONDEMNATION. Should the whole or any part of the Premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event a single award is made on account of the condemnation each party will be entitled to take such proportion of said award as may be fair and reasonable. If the whole of the Premises is condemned or taken, LANDLORD shall not be liable to TENANT except to the extent provided in Paragraph 12(A) above.
19. DEFAULT.

A. EVENTS OF DEFAULT. 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 terms of the Lease;

3. Abandonment of the Premises. “Abandonment” means TENANT has failed to engage in its usual and customary business activities on the Premises for more than fifteen (15) consecutive business days; and

4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against TENANT as a debtor; assignment for the benefit of creditors of the interest of TENANT under this Lease; 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.

B. NOTICE OF DEFAULT. LANDLORD shall give TENANT written notice specifying the default and giving 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 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.

C. REMEDY OF DEFAULT. 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 its claim 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 reletting the same, including court costs and reasonable attorney’s fees, 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 declare this Lease forfeited in which event LANDLORD shall give TENANT written notice of such forfeiture, and may, at the time, issue TENANT notice to quit as provided by law.

3. Abatement by Party. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this
Lease, and such default shall have continued for thirty (30) days after written notice from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, abate the default by performing such term or condition in which event any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, or the maximum rate permitted by law, from the date of the advance.

20. SIGNS. TENANT may install appropriate signage to identify its business. Such signage shall comply with all applicable laws and regulations, be consistent with the architecture of the building as determined by LANDLORD, and shall be subject to the written approval of LANDLORD including but not limited to LANDLORD'S approval of the content, design, type, size, material, number, and manner of fixation thereof.

21. MECHANIC'S LIENS. Neither TENANT nor anyone claiming by, through or under TENANT shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said Premises or upon the building or ground, or upon the leasehold interest of TENANT, and notice is hereby given that no contractor, subcontractor or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Premises, and for the further security of LANDLORD, TENANT covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service, or labor.

22. HAZARDOUS WASTE. TENANT shall not, in its use of the Premises, cause the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances, or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state, and local laws or regulations. TENANT shall notify the LANDLORD immediately if TENANT learns of any non-compliance or of any facts (such as the existence of any release or the threat of release of hazardous substances at, on, from or beneath the surface of the Premises) that could give rise to a claim of non-compliance with such laws or rules and regulations promulgated thereunder. TENANT, for itself and its successors and assigns, shall indemnify, defend and hold LANDLORD, its successors, assigns, owners and affiliates harmless from and against any claims, demands, liabilities, and damages (including, but not limited to, attorneys' fees and court costs) arising out of or in connection with any environmental contamination or pollution of the Premises, or the existence on, or removal from, the Premises of any hazardous substance provided that any such contaminant, pollutant or hazardous substance was introduced into the Premises by TENANT or its agents, employees, invitees, contractors or any other party acting on behalf of the TENANT or for whom TENANT is responsible. The obligations of this Paragraph shall survive the expiration or termination of this Lease.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections, and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.
24. NOTICES AND DEMANDS. All notices, requests, demands, and other communications required or given hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses unless either party notifies the other, in writing, of a different address:

To TENANT: Burlington/West Burlington Chamber of Commerce  
c/o President  
RiverPark Place  
610 N. 4th Street, Ste. 200  
Burlington, Iowa 52601

To LANDLORD: City of Burlington  
c/o City Manager  
400 Washington Street  
Burlington, Iowa 52601

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. 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.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms, or conditions of this Lease shall be modified, waived, or abandoned, except by a written instrument duly signed by the parties. This Lease contains the whole agreement of the parties.

27. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The language shall be considered as a whole, according to its fair meaning, and not strictly for or against any party.

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

29. AUTHORITY TO EXECUTE LEASE. LANDLORD as a municipal corporation, shall take all action legally required of a municipal corporation including, but not limited to, the holding of any required public hearings and the passage of any required resolutions, authorizing the Mayor to enter into this Lease on behalf of the City of Burlington. TENANT represents it has the right, power, and authority to execute this Lease.

30. SEVERABILITY. If any provision of this Lease or any portion hereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
31. **COUNTERPARTS.** This Lease shall be executed in two (2) counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Lease by electronic means such as .pdf or a similar format. LANDLORD and TENANT agree that the delivery of the Lease by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Lease by all parties to the same extent as an original signature.

**LANDLORD**

**CITY OF BURLINGTON, IOWA**

Dated this _____ day of September, 2019.

By: ______________________________

Shane A. McCampbell, Mayor

**TENANT**

Dated this _____ day of September, 2019.

By: ______________________________

Della Schmidt, President

ATTEST: ______________________________

Kathleen Salisbury, City Clerk
A RESOLUTION APPROVING ADDITIONAL ASBESTOS REMOVAL
WITH SERVPRO IN THE MEMORIAL AUDITORIUM

WHEREAS, the City of Burlington has hired SERVPRO to clean the Memorial Auditorium, and

WHEREAS, SERVPRO has discovered more asbestos in within the facility, and

WHEREAS, the City of Burlington needs to mitigate the asbestos, and

NOW THEREFORE, BE IT RESOLVED BY THE BURLINGTON CITY COUNCIL:
That upon recommendation of the Assistant City Manager for Public Works award the contract with SERVPRO in the amount of $22,976.00 to mitigate the asbestos found in the Memorial Auditorium, is hereby approved.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

Kathleen P. Salisbury
City Clerk, M.M.C.

Shane A. McCampbell
Mayor
COUNCIL ITEM

TO: Jim Ferneau, City Manager

From: Nick Macgregor Assistant City Manager at Public Works

Subject: Award Contract to SERVPro for Asbestos removal from the Memorial Auditorium

Prepared for Council Meeting: September 16, 2019

Date: September 11, 2019

Background/Description:
SERVPro was awarded contract by City Council to clean the Memorial Auditorium at a special meeting on July 22, 2019. Since SERVPro has started cleaning the facility. Asbestos tile was found in the banquet room under the carpet and both asbestos tile and mastic was found in the janitor room along with 2 offices. A contract at $23,900 was issued at a subsequent meeting to remove the asbestos tile.

More asbestos has been found in the Auditorium. (see Exhibit A and B for various locations.)

Justification Recommendation:
The Public Works Department recommends approving the proposal with SERVPRO to mitigate the remaining asbestos in the Memorial Auditorium.

Budget Implications:
There are two proposals that are being approved by the resolution. The City’s insurance will cover the costs for Exhibit A or the $4,608 proposal as it was impacted by the floodwaters. Exhibit B or $18,368 will not be covered by insurance or FEMA as this area was not impacted by floodwaters.

Flood Account: 6911-529 $ 4,608
Hotel/Motel Fund - designated amounts for Memorial Auditorium Improvements:
2402-529 $18,368

Stephanie Stuecker, Director of Administrative Services
PROPOSAL

09/06/2019

City of Burlington – Burlington Auditorium
Attn: Breydn Hill
3510 Division St
Burlington, IA 52601

BURLINGTON AUDITORIUM – Water Damage

We propose to remove asbestos up to 6' level in the following areas;

- Lower dressing rooms (Basement)
- Lower dressing room bathroom (Basement)
- Old garage (East side)
- Women's Bathroom
- SW Entry
- Steamboat Days Office

TOTAL: $4,608.00

Thank you –

Todd Earnest
09/06/2019

City of Burlington – Burlington Auditorium
Attn: Breydn Hill
3510 Division St
Burlington, IA 52601

BURLINGTON AUDITORIUM

We propose to remove asbestos above 6' level in the following areas:
- Dressing room 116
- Dressing room 117
- Dressing room bathroom
- West Center double door entry
- HVAC Room
- Old Garage
- Women's Bathroom
- Men's Bathroom
- SW Entry
- Steamboat Days Office
- Banquet Janitor Room

TOTAL: $18,368.00

Thank you –

Todd Earnest
MOTION CARRIED

That this meeting be adjourned.
That the minutes of the City Council Meeting dated September 3, 2019, Meeting No. 41 and City Council Work Session dated September 9, 2019, having previously been submitted to the members of the City Council, be received and filed in the office of the City Clerk.

Jon Billups, Council Member
Lynda Graham-Murray, Council Member
Shane A. McCampbell, Mayor
Matthew Rinker, Council Member
Annie Wilson, Mayor Pro-Tem
MOTION CARRIED

CITY CLAIMS: $1,483,558.69

PAYROLL: $629,112.26

RECEIPT OF FUNDS FOR MONTH ENDED AUGUST, 2019: $2,984,583.00

That the above bills be allowed and the Finance Director/Treasurer be instructed to draw the necessary checks in the payment thereof.
RESOLUTION NO. __________

Meeting No. Paper No. Seconded By: __________________________

_________________ __________________________

AYES: __________________________

NAYS: __________________________

Introduced By:

__________________________

A RESOLUTION APPROVING BEER, LIQUOR, WINE AND BEER/WINE LICENSES

RESOLVED: Upon recommendation of the Police and Fire Departments, this Council recommends issuance of the following licenses:

Beancounter Coffeehouse, LLC dba/Beancounter Coffeehouse & Drinkery
212 Jefferson Street
Class "C" Liquor, Sunday Sales & Outdoor Service (Renewal)

Hallers Bar and Grill, Inc. dba/Hallers Bar and Grill
1619 Osborn Street
Class “C” Liquor, Sunday Sales & Outdoor Service (Initial)
Pending Dram Shop Insurance
Pending Police Approval

OUTDOOR SERVICE LICENSES:
S & J Smith, Inc. dba/Doris Tavern
733 South Roosevelt Avenue
Class "C" Liquor, Sunday Sales & Outdoor Service
Event: Anniversary Party/Family Fun Day, September 28, 2019

Parkside Brewing Company, LLC dba/Parkside Brewing Company
2601 Madison Avenue
Class "B" Beer, Sunday Sales & Outdoor Service
Event: Parktoberfest, September 28, 2019

Tu Tone, Inc. dba/Som (The)
863 Jefferson Street
Class "C" Liquor, Outdoor Service & Sunday Sales (Renew
Event: Chili Cook-Off, October 6, 2019
Pending Dram Shop Insurance

as provided by the State Code of Iowa, and the rules and regulations of the Alcoholic Beverages Division.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

__________________________  __________________________
Kathleen P. Salisbury, MMC   Shane A. McCampbell
City Clerk                  Mayor
That the following be received and filed in the office of the City Clerk:

REPORTS

Minutes of the City Planning Commission Meeting
for August 29, 2019

BONDS

None
A RESOLUTION APPROVING NUISANCE ABATEMENTS FOR VARIOUS PROPERTIES

BE IT RESOLVED: That the City Clerk be directed to certify said costs for unpaid nuisance abatements to the Des Moines County Treasurer as prescribed by law, so that costs may be assessed against the property.

<table>
<thead>
<tr>
<th>Case</th>
<th>Parcel</th>
<th>Legal Name</th>
<th>Parcel Address</th>
<th>Owner Name</th>
<th>Contract or Name</th>
<th>Abate Date</th>
<th>Describe Nuisance</th>
<th>Abate Amt</th>
<th>Admin Fee</th>
<th>Doc Filing</th>
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<td>5080</td>
<td>11-32-133 008</td>
<td>BURLINGTON BODEMAN THUL &amp; GNANH</td>
<td>1415 OSBORN ST</td>
<td>BUEHNER LISA M</td>
<td>Burlington Lawns</td>
<td>7/16/19</td>
<td>grass beyond code limits</td>
<td>$ 40.00</td>
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<td>130 MARIETTA ST</td>
<td>KLYN DAVA L</td>
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<td>7/29/19</td>
<td>Tall Grass</td>
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<td>$100.00</td>
<td>$5.00</td>
<td>$160.00</td>
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<tr>
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<td>16-05-331 021</td>
<td>BURLINGTON SUnderla nd ADD LOT:1 N50'</td>
<td>505 SUMMER ST</td>
<td>GREEN-JOHNSON TARA KAY</td>
<td>Stew's Lawn Service</td>
<td>7/29/19</td>
<td>Tall Grass</td>
<td>$ 55.00</td>
<td>$100.00</td>
<td>$5.00</td>
<td>$160.00</td>
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<tr>
<td>5201</td>
<td>16-05-488 003</td>
<td>BURLINGTON REFEREES SUB BLOCK:90 8 LOT:3 N1/2 &amp; S1/2 LOT 4</td>
<td>1108 S 8TH ST</td>
<td>2019 CASTLE LLC</td>
<td>Burlington Lawns</td>
<td>7/25/19</td>
<td>Shrub Encroaching Upon Alley</td>
<td>$ 25.00</td>
<td>$100.00</td>
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<td>$130.00</td>
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<tr>
<td>5205</td>
<td>11-32-382 041</td>
<td>BURLINGTON PEASLEY ADD LOT:30 &amp; 31 &amp; LOT 32 &amp; LOT 33 EXC W PT</td>
<td>1210 JEFFERSON ST</td>
<td>MIDWEST CORNERSTONE PROPERTY MANAGEMENT LLC</td>
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<td>Description</td>
<td>Service Type</td>
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<tr>
<td>BURLINGTON &amp; CARSTEEN &amp; ISAACS LOT:65 EXC W 2'</td>
<td>1333 ANGULAR ST</td>
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<td>BURLINGTON ON BURLINGTON ON ORIGINAL CITY LOT:643</td>
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<td>DOWNING TINA M</td>
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<td>FORD CODY</td>
<td>Stew's Lawn Service</td>
<td>Tall Grass</td>
<td>######</td>
<td>$200.00</td>
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<tr>
<td>BURLINGTON ON GILLETTS SUB LOT:C</td>
<td>1034 BROOKS ST</td>
<td>LEIBLI DAVID &amp; WANETTA</td>
<td>Burlington Lawns</td>
<td>Tall Grass</td>
<td>$55.00</td>
<td>$200.00</td>
<td>$5.00</td>
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<td>BURLINGTON ON NORTHERN ADD LOT:307 SS/5 1/2</td>
<td>1313 N CENTRAL AVE</td>
<td>IDAHO HOUSING &amp; FINANCE ASSOCIATION</td>
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<td>Tall Grass</td>
<td>$25.00</td>
<td>$200.00</td>
<td>$5.00</td>
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<td>2504 FLINT HILLS DR</td>
<td>SMITH GLORIA ANN</td>
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<td>Tail Grass and brush</td>
<td>######</td>
<td>$200.00</td>
<td>$5.00</td>
<td>$455.00</td>
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<td>1211 FRANKLIN ST</td>
<td>PETTIGREW ROBERTA K</td>
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<td>$65.00</td>
<td>$200.00</td>
<td>$5.00</td>
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<td>SECTION: 32 TOWNSHIP P:70 RANGE:2 PT SE NW 99' X 90' BURLINGTON</td>
<td>1321 GNHN ST</td>
<td>POGGEMILLE R EDNA M</td>
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<td>$200.00</td>
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<td>$260.00</td>
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<td>Seller Name</td>
<td>Lot Description</td>
<td>Price</td>
<td>Total</td>
<td>Grass Rate</td>
<td>Total Rate</td>
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<td>5287</td>
<td>11-32-276</td>
<td>BURLINGTON</td>
<td>ESSENTIAL</td>
<td>822 LINDEN ST</td>
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<td>$280.00</td>
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<td>5294</td>
<td>11-32-276</td>
<td>BURLINGTON</td>
<td>CARTER DEONTE</td>
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<td>16-05-201</td>
<td>BURLINGTON</td>
<td>PERRY LAVERNE M</td>
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<td>5297</td>
<td>11-32-332</td>
<td>BURLINGTON</td>
<td>HEITKAMPER HENRY E &amp; KATIE A</td>
<td>1101 PLANK ST</td>
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<td>Price 1</td>
<td>Price 2</td>
<td>Price 3</td>
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<td>5300</td>
<td>Burlington ON Henry's Sub of Lot 12</td>
<td>1105 Plank St</td>
<td>Heitkamp Henry E &amp; Katie A</td>
<td>7/15/19</td>
<td>Tall Grass</td>
<td>$65.00</td>
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<td>5301</td>
<td>Burlington ON Henry's Sub of Lot 12</td>
<td>1200 Patterson St</td>
<td>Heitkamp Henry E &amp; Katie A</td>
<td>7/15/19</td>
<td>Tall Grass</td>
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<tr>
<td>5302</td>
<td>Burlington ON Henry's Sub of Lot 12</td>
<td>1202 Patterson St</td>
<td>TPTNS LLC</td>
<td>7/15/19</td>
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<td>5305</td>
<td>Burlington ON Lanes Sub of Sec 29</td>
<td>1732 Sunny Side Ave</td>
<td>Curtiss Beth Y</td>
<td>7/15/19</td>
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<td>$270.00</td>
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<td>Burlington ON Wells Add</td>
<td>1116 Spring St</td>
<td>Anell Darin R</td>
<td>7/15/19</td>
<td>Yearly Notice; Tall Grass, Weeds</td>
<td>$60.00</td>
<td>$200.00</td>
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<td>$265.00</td>
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</tbody>
</table>

$ 6,470.00

APPROVED and ADOPTED this _16th_ day of _September_, 2019.

ATTEST:

_____________________________  ________________________________
Kathleen P. Salisbury, MMC    Shane A. McCampbell
City Clerk                    Mayor
RESOLUTION NO. ______

Meeting No. _______ Paper No. _______

Introduced by: ____________________ Ayes: ____________________
Seconded by: ____________________ Nays: ____________________

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BURLINGTON, IOWA AND ALLIANT ENERGY INCORPORATED FOR ALL NIGHT LIGHTING SERVICE AT THE DEAD END OF SUNSET AVENUE

WHEREAS, the agreement between the City of Burlington and Alliant Energy Incorporated for one all-night lighting service at the dead end of Sunset Avenue, attached hereto as Exhibit “A”, be hereby approved.

THEREFORE BE IT RESOLVED, the Mayor is authorized to sign said agreement in the name of the City, to add a LED street light affixed to a current wood pole located in the area, with the cost of a monthly charge of $7.25 for the light; according to the terms expressed in the existing street light contract. The City Clerk is directed to enter said agreement in the Miscellaneous Contract Records.

APPROVED and ADOPTED this 16th day of September, 2019.

__________________________________________
Shane A. McCampbell – Mayor

ATTEST:

__________________________________________
Kathleen P. Salisbury, MMC – City Clerk
COUNCIL ITEM

TO: Jim Ferneau, City Manager
FROM: Nick MacGregor, Assistant City Manager for Public Works
SUBJECT: Street Light request at dead end of Sunset Avenue
PREPARED FOR COUNCIL MTG: September 16, 2019
DATE: September 4, 2019

BACKGROUND/DESCRIPTION:
A property owner in the area has requested a street light at the dead end of Sunset Avenue. The location can be seen in Exhibit A. With this being a dead end street, the nearest street light is on the corner of Sunset Avenue and South 13th Street.

JUSTIFICATION/RECOMMENDATION:
Staff recommends installing the street light on the existing wood pole as it is quite dark on the street.

BUDGET IMPLICATIONS:
The installation cost will be covered by the monthly fee of $7.25 as the new light will use an existing wood pole.

Stephanie Stuecker, Director of Administrative Services
The following Resolution was adopted by the City Council of the City of  

                at a meeting held on , 20

Be it resolved by the City Council of the City of , that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the existing street light contract:

### NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM

<table>
<thead>
<tr>
<th>ADD NUMBER</th>
<th>DELETE NUMBER</th>
<th>WATTAGE</th>
<th>STYLE OF LUMINAIRE</th>
<th>TYPE AND HEIGHT OF POLE</th>
<th>WIRING (check one)</th>
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<td>1.</td>
<td>0</td>
<td>80</td>
<td>LED</td>
<td>Wood Shared Pole</td>
<td>OH    UG</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OH    UG</td>
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<tr>
<td>3.</td>
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<td></td>
<td></td>
<td></td>
<td>OH    UG</td>
</tr>
</tbody>
</table>

### LOCATION OF NEW INSTALLATION OR CHANGES

1. Dead end of Sunset Ave (West end of Sunset), West of South 13th Street.

2. 

3. 

Mayor declared said Resolution duly passed and adopted the day of , 20 .

Attest

Title
RED CIRCLE IS NEW ST. LIGHT PROPOSAL - YELLOW CIRCLE IS EXISTING ST. LIGHT
RESOLUTION NO. ________

Meeting No.  Paper No.  Seconded By: _______________________

_______  _______  AYES: _________________________________

NAYS: _________________________________

Introduced By: ___________________________

A RESOLUTION APPROVING FISCAL YEAR 2018-2019
STREET FINANCE REPORT, ROAD USE TAX

RESOLVED: That the Fiscal Year 2018-2019 Street Finance Report, Road Use Tax, be received and filed, and

BE IT FURTHER RESOLVED: That the Street Finance Report, Road Use Tax from July 1, 2018 to June 30, 2019 be forwarded to the Iowa Department of Transportation, Office of Transportation Data, Ames, Iowa.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

________________________________________  _________________________________
Kathleen P. Salisbury, MMC              Shane A. McCampbell
City Clerk                             Mayor
City Street Financial Report

Cover Sheet

Now therefore let it be resolved that the city council BURLINGTON, Iowa
(City Name)
On did hereby approve and adopt the annual
(month/day/year)
City Street Financial Report from July 1, 2018 to June 30, 2019
(Year)
(Year)

Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail Address</th>
<th>Street Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathleen P. Salisbury</td>
<td><a href="mailto:salisburyk@burlingtoniowa.org">salisburyk@burlingtoniowa.org</a></td>
<td>400 Washington St.</td>
<td>Burlington, IA</td>
<td>52601-0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours</th>
<th>Phone</th>
<th>Extension</th>
<th>Phone(Alternative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am-5:00 pm</td>
<td>319-753-8125</td>
<td></td>
<td>319-753-8124</td>
</tr>
</tbody>
</table>

Preparer Information

<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail Address</th>
<th>Phone</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Stuecker</td>
<td><a href="mailto:stueckers@burlingtoniowa.org">stueckers@burlingtoniowa.org</a></td>
<td>319-753-8178</td>
<td></td>
</tr>
</tbody>
</table>

Mayor Information

<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail Address</th>
<th>Street Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shane McCampbell</td>
<td><a href="mailto:mccampbellb@burlingtoniowa.org">mccampbellb@burlingtoniowa.org</a></td>
<td>400 Washington St.</td>
<td>Burlington, IA</td>
<td>52601-0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>319-753-8125</td>
<td></td>
</tr>
</tbody>
</table>

Resolution Number

Signature Mayor

Signature City Clerk
## City Street Financial Report

### Summary Statement Sheet

#### A. BEGINNING BALANCE

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road use Tax Fund</td>
<td>Other Street Monies</td>
<td>Street Debt</td>
<td>Totals</td>
</tr>
<tr>
<td>$2,740,081</td>
<td>$6,475,319</td>
<td>$0</td>
<td>$9,215,400</td>
</tr>
</tbody>
</table>

#### B. REVENUES

1. July 1 Balance | $2,740,081 | $6,475,319 | $0 | $9,215,400 |
2. Adjustments | $0 | $0 | $0 | $0 |

#### EXPENSES

D. Maintenance
1. Road Way Maintenance | $1,981,190 | $0 | $0 | $1,981,190 |
2. Snow and Ice Removal | $293,296 | $0 | $0 | $293,296 |

E. Construction, Reconstruction and Improvements
1. Engineering | $0 | $0 | $0 | $0 |
2. Right of Way Purchased | $0 | $0 | $0 |
3. Street Bridge Construction | $0 | $9,945,650 | $0 | $9,945,650 |
4. Traffic Services | $0 | $0 | $0 | $0 |

F. Administration | $137,200 | $0 | $0 | $137,200 |

G. Equipment | $150,645 | $0 | $0 | $150,645 |

H. Miscellaneous | $0 | $0 | $0 | $0 |

J. Street Debt
1. Bonds, Notes and Loans - Principal Paid | $0 | $0 | $1,978,350 | $1,978,350 |
2. Bonds, Notes and Loans - Interest Paid | $0 | $0 | $509,919 | $509,919 |

#### C. TOTAL FUNDS AVAILABLE (Line A3 + Line B7)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road use Tax Fund</td>
<td>Other Street Monies</td>
<td>Street Debt</td>
<td>Totals</td>
</tr>
<tr>
<td>$6,049,690</td>
<td>$12,318,705</td>
<td>$2,488,269</td>
<td>$20,856,664</td>
</tr>
</tbody>
</table>

#### K. TOTAL EXPENSES (Lines D thru J)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road use Tax Fund</td>
<td>Other Street Monies</td>
<td>Street Debt</td>
<td>Totals</td>
</tr>
<tr>
<td>$2,562,331</td>
<td>$9,645,650</td>
<td>$2,488,269</td>
<td>$14,996,250</td>
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</tbody>
</table>

#### L. ENDING BALANCE (Line C-K)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road use Tax Fund</td>
<td>Other Street Monies</td>
<td>Street Debt</td>
<td>Totals</td>
</tr>
<tr>
<td>$3,487,359</td>
<td>$2,373,055</td>
<td>$0</td>
<td>$5,860,414</td>
</tr>
</tbody>
</table>

#### M. TOTAL FUNDS ACCOUNTED FOR (K + L = C)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road use Tax Fund</td>
<td>Other Street Monies</td>
<td>Street Debt</td>
<td>Totals</td>
</tr>
<tr>
<td>$6,049,690</td>
<td>$12,318,705</td>
<td>$2,488,269</td>
<td>$20,856,664</td>
</tr>
</tbody>
</table>
## Miscellaneous Revenues and Expenses Sheet

<table>
<thead>
<tr>
<th>Code Number and Itemization of Miscellaneous Revenues</th>
<th>Column 2 Other Street Monies</th>
<th>Column 3 Street Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td>180---Receipts From Sales</td>
<td>$25,050.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>181---Junk and Old</td>
<td>$1,396.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>170---Reimbursements (misc.)</td>
<td>$27,281.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>122---RISE Funds</td>
<td>$354,871.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>123---Various State Grants</td>
<td>$200,740.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>144---FHWA Participation (Fed. Hvy. Admin.)</td>
<td>$2,099,953.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Line B4 Totals</strong></td>
<td><strong>$2,709,291.00</strong></td>
<td><strong>$0.00</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Code Number and Itemization of Miscellaneous Expenses</th>
<th>Column 2 Other Street Monies</th>
<th>Column 3 Street Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Line H Totals</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## City Street Financial Report

### Bonds, Notes and Loans Sheet

<table>
<thead>
<tr>
<th>New Bond #</th>
<th>Debt Type</th>
<th>Debt Purpose</th>
<th>DOT Use Only</th>
<th>Issue Date</th>
<th>Issue Amount</th>
<th>% Related to Street</th>
<th>Year Due</th>
<th>Principal Balance as of 7/1</th>
<th>Total Principal Paid</th>
<th>Total Interest Paid</th>
<th>Principal Roads</th>
<th>Interest Roads</th>
<th>Principal Balance as of 9/30</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>General Obligation</td>
<td>Street Improvements</td>
<td>101</td>
<td>06/01/2016</td>
<td>$2,180,000</td>
<td>84</td>
<td>2022</td>
<td>$1,540,000</td>
<td>$46,200</td>
<td>$345,000</td>
<td></td>
<td></td>
<td>$289,800</td>
</tr>
<tr>
<td></td>
<td>General Obligation</td>
<td>Street Improvements</td>
<td>102</td>
<td>03/15/2017</td>
<td>$7,130,000</td>
<td>74</td>
<td>2023</td>
<td>$6,055,000</td>
<td>$126,975</td>
<td>$1,205,000</td>
<td></td>
<td></td>
<td>$891,700</td>
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<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>314</td>
<td>05/22/2013</td>
<td>$3,670,000</td>
<td>11</td>
<td>2024</td>
<td>$2,395,000</td>
<td>$56,473</td>
<td>$140,000</td>
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<td></td>
<td>$16,400</td>
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<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>316</td>
<td>05/22/2013</td>
<td>$5,670,000</td>
<td>16</td>
<td>2029</td>
<td>$3,640,000</td>
<td>$73,213</td>
<td>$445,000</td>
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<td></td>
<td>$71,200</td>
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<tr>
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<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>317</td>
<td>04/15/2014</td>
<td>$1,450,000</td>
<td>83</td>
<td>2031</td>
<td>$1,350,000</td>
<td>$0</td>
<td>$44,850</td>
<td></td>
<td></td>
<td>$37,226</td>
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<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>318</td>
<td>04/16/2014</td>
<td>$3,890,000</td>
<td>8</td>
<td>2020</td>
<td>$1,095,000</td>
<td>$15,613</td>
<td>$545,000</td>
<td></td>
<td></td>
<td>$43,600</td>
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<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>319</td>
<td>06/04/2015</td>
<td>$4,415,000</td>
<td>22</td>
<td>2028</td>
<td>$2,820,000</td>
<td>$77,600</td>
<td>$655,000</td>
<td></td>
<td></td>
<td>$17,072</td>
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<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>320</td>
<td>06/01/2016</td>
<td>$1,295,000</td>
<td>80</td>
<td>2029</td>
<td>$1,250,000</td>
<td>$25,650</td>
<td>$110,000</td>
<td></td>
<td></td>
<td>$58,000</td>
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<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>321</td>
<td>04/13/2017</td>
<td>$9,555,000</td>
<td>26</td>
<td>2038</td>
<td>$9,190,000</td>
<td>$289,626</td>
<td>$235,000</td>
<td></td>
<td></td>
<td>$61,100</td>
</tr>
<tr>
<td></td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>322</td>
<td>05/01/2018</td>
<td>$5,285,000</td>
<td>77</td>
<td>2033</td>
<td>$8,285,000</td>
<td>$269,940</td>
<td>$485,000</td>
<td></td>
<td></td>
<td>$207,854</td>
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<tr>
<td>✓</td>
<td>General Obligation</td>
<td>Paving &amp; Construction</td>
<td>323</td>
<td>05/01/2019</td>
<td>$4,600,000</td>
<td>65</td>
<td>2033</td>
<td>$4,800,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

New Bond Totals: $4,800,000

Totals: $42,420,000

**Fiscal Year 2019**

**City Name**: BURLINGTON

**Office of Local Systems**

**Ames, IA 50010**
City Street Financial Report

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

Project Final Costs Sheet (Section A)

<table>
<thead>
<tr>
<th>1. Project Number</th>
<th>2. Estimated Cost</th>
<th>3. Project Type</th>
<th>4. Public Letting?</th>
<th>5. Location/Project Description (limits, length, size of structure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7306</td>
<td>$506,092</td>
<td>RDWY</td>
<td>Yes</td>
<td>Widened and resurfaced Agency Street from West Burlington Ave to Plaza West</td>
</tr>
<tr>
<td>7454</td>
<td>$525,000</td>
<td>SURF</td>
<td>Yes</td>
<td>Asphalt resurfacing on various Streets and curb ramps in accordance with ADA</td>
</tr>
<tr>
<td>7455</td>
<td>$330,000</td>
<td>SURF</td>
<td>Yes</td>
<td>Seal Coat reconstruction of various Streets</td>
</tr>
</tbody>
</table>

Project Final Costs Sheet (Section B)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7306</td>
<td>Jones Contracting Company</td>
<td>$1,599,777</td>
<td>$244,760</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,844,537</td>
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<tr>
<td>7454</td>
<td>W.L. Miller Company</td>
<td>$579,835</td>
<td>$6,680</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$586,525</td>
</tr>
<tr>
<td>7455</td>
<td>W.L. Miller Company</td>
<td>$425,748</td>
<td>-$89,197</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$336,561</td>
</tr>
</tbody>
</table>
# City Street Financial Report

## Road/Street Equipment Inventory Sheet

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>377</td>
<td>2015</td>
<td>377-2015 Ford F350</td>
<td>$42,905</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>138</td>
<td>2016</td>
<td>138-2015 Ford F350</td>
<td>$16,495</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>163</td>
<td>2016</td>
<td>163-2016 Dump Truck box</td>
<td>$9,700</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>201</td>
<td>2016</td>
<td>201-2016 Ford F550</td>
<td>$77,090</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>159.1</td>
<td>2011</td>
<td>Ford F250 Pickup Truck</td>
<td>$10,977</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>159</td>
<td>2010</td>
<td>Case 590SM Backhoe</td>
<td>$27,890</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>156</td>
<td>2011</td>
<td>2500 V Box Salt &amp; Sand Spreader</td>
<td>$8,698</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>142</td>
<td>2011</td>
<td>International 7400 Dump Truck</td>
<td>$47,257</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>140</td>
<td>2011</td>
<td>Skid Steer Loader</td>
<td>$11,903</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>154</td>
<td>2001</td>
<td>Case 1150H Bulldozer</td>
<td>$75,500</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>168</td>
<td>2009</td>
<td>Ford F-250 Pick-up</td>
<td>$22,476</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>147</td>
<td>2008</td>
<td>Total Patcher by Warren w/6000 gallon tank</td>
<td>$79,250</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>152</td>
<td>2002</td>
<td>Chevrolet C350 Pickup</td>
<td>$29,759</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
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<tr>
<td>901</td>
<td>2004</td>
<td>Ford F250 Pickup</td>
<td>$17,600</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>141</td>
<td>2006</td>
<td>International SA Dump Truck</td>
<td>$86,821</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>139</td>
<td>2006</td>
<td>Ford F250 Pick Up</td>
<td>$19,001</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>138</td>
<td>1997</td>
<td>International TDM Dump</td>
<td>$30,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>JUNK</td>
<td></td>
</tr>
<tr>
<td>137</td>
<td>2005</td>
<td>Ford 4X 4 F350 Pickup</td>
<td>$21,343</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
<td>NOCH</td>
<td></td>
</tr>
<tr>
<td>136</td>
<td>2004</td>
<td>Altec Rotomill</td>
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## Road/Street Equipment Inventory Sheet

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# City Street Financial Report

## Road/Street Equipment Inventory Sheet

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# City Street Financial Report

## Road/Street Equipment Inventory Sheet

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<tr>
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<td>476</td>
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<td>476-Flusher L2615 5H631362</td>
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<td>160-Mack Dump Truck 3M004250</td>
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<td>124-Case DV26 Double Drum Roller NJWTM2020</td>
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City Street Financial Report

Explanation Sheet

Comments
City Street Financial Report

Monthly Payment Sheet

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<th>Month</th>
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<td>August</td>
<td>$387,364.66</td>
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<td>$371,683.98</td>
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<td>October</td>
<td>$229,634.77</td>
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<td>November</td>
<td>$287,230.59</td>
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<td>$277,005.06</td>
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<td>$139,429.84</td>
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<td>May</td>
<td>$308,855.61</td>
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<td>Totals</td>
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A RESOLUTION APPROVING PURCHASE OF HESCO FLOOD BARRIERS
FROM TWO RIVERS BANK AND TRUST

WHEREAS, Two Rivers Bank and Trust purchased Hesco Barriers several years ago and
no longer has need of the barriers; and

WHEREAS, The City of Burlington will still continue use of Hesco Barriers for flood
Protection; and

NOW, BE IT RESOLVED: Upon recommendation of the Assistant City Manager for
Public Works, that the City Council of the City of Burlington approve purchase of the Hesco
Barriers from Two Rivers Bank and Trust in the amount of $15,000.00.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

Kathleen P. Salisbury, M.M.C. Shane A. McCampbell
City Clerk Mayor
COUNCIL ITEM

TO: Jim Ferneau, City Manager
FROM: Nick MacGregor, Assistant City Manager to Public Works
SUBJECT: Purchase of Hesco Flood Barriers from Two Rivers
PREPARED FOR COUNCIL MTG: September 16, 2019
DATE: September 5, 2019

BACKGROUND/DESCRIPTION:
Two Rivers Bank and Trust purchased approximately 130 Hesco barriers to provide protection several years ago. Two Rivers now has no need for the barriers as the City of Burlington will be providing the necessary flood protection. The 130 Hesco’s are made up of the standard barriers that the City deploys and shorter barriers that can be deployed at the Depot. This purchase also includes several rolls of the plastic barrier that the City uses.

JUSTIFICATION/RECOMMENDATION:
We will continue to need to use Hesco barriers as a part of our operations. The floodwall project slated for 2020 construction season will limit the inventory needed. Even following the north and south tie-offs construction, Hesco barriers will still be part of the City’s flood protection plan.

Staff recommends the purchase of the barriers in the amount of $15,000. Using only the Hesco barriers the price per barrier is $115. The current rate of the barriers from Hesco is $350 per barrier.

This purchase follows a 170 barrier order from Hesco, so why the additional barriers. FEMA will reimburse for the barriers lost in the events this spring. I would like to purchase new Hesco barriers with the FEMA reimbursement, rather than the barriers from Two Rivers. The purchase of the barriers from Two Rivers will add to the stock and help reduce the need for a future order and provide a smaller and more functional barrier that can be used around the Depot.

BUDGET IMPLICATIONS:
The cost of this project has not been budgeted.

Account No. 6911-627

Stephanie Stuecker
Director of Administrative Services
RESOLUTION NO. 

Meeting No. Paper No. Seconded By: 

_____________ _______________ AYES: 

_____________ _______________ NAYS: 

Introduced By: 

A RESOLUTION APPROVING THE PURCHASE OF TEMPORARY CONSTRUCTION EASEMENTS FOR THE 2019 LOCUST SEWER SEPARATION

RESOLVED: That the purchase of temporary construction easements, attached hereto as "Exhibit "A", which are necessary for the construction of the 2019 Locust Sewer Separation, be hereby approved.

BE IT FURTHER RESOLVED: That the City Clerk is directed to enter said agreements in the Miscellaneous Contract Records.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

Kathleen P. Salisbury, M.M.C. Shane A. McCampbell
City Clerk Mayor
COUNCIL ITEM

TO: Jim Ferneau, City Manager

FROM: Nick MacGregor, Assistant City Manager for Public Works

SUBJECT: Approve Temporary Easements for MASL Sewer Separation Phase II

PREPARED FOR COUNCIL MTG: September 16, 2019

DATE: September 4, 2019

BACKGROUND/DESCRIPTION:

This project is for the construction of MASL Sewer Separation Phase II. This project will construct and reconstruct sanitary and storm sewers to satisfy the City's consent order for sewer separation. In order to perform the work required in the plans and specifications 48 temporary easements need to be obtained. This council item accounts for 11 of the 48 temporary easements. 35 easements have been previously executed, leaving 2 remaining easements. The City Engineer has decided that we can proceed without these remaining 2 easements and work around these areas during the project.

JUSTIFICATION/RECOMMENDATION:

We have come to agreement with the property owners for the property acquisitions listed in Exhibit A. At this time we are requesting approval from the Council on the temporary easements listed in Exhibit A in preparation for the MASL Sewer Separation Phase II project.

BUDGET IMPLICATIONS:

$2,154.00 (See summary Exhibit A attached)

Funding Source: SRF Revenue Bonds

Account Code: 5452-513

Stephanie Stuecker, Director of Administrative Services
### Exhibit A – Summary of Temporary Easements – MASL Phase II Sewer Separation (Locust Basin)

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<th>PIN</th>
<th>Address</th>
<th>Owner</th>
<th>Square Footage</th>
<th>Acquisition Type</th>
<th>Compensation</th>
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<td>1006 S Central Ave</td>
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<td>485</td>
<td>Temporary Easement</td>
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<td>16-05-468-009</td>
<td>1005 S 10th St</td>
<td>DKE Properties LLC</td>
<td>355</td>
<td>Temporary Easement</td>
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<td>1013 S 10th St</td>
<td>Tammy Lynn Post</td>
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<td>Temporary Easement</td>
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<td>1122 S Central Ave</td>
<td>Todd Niles and Christina Miller</td>
<td>387</td>
<td>Temporary Easement</td>
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<td>1106 S Central Ave</td>
<td>Dale &amp; Shirley Mesecher &amp; Larry E Forquer</td>
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<td>16-08-204-007</td>
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<td>Pars LLC</td>
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<td>Shane T and Jennifer L Horn</td>
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<td>800 South St</td>
<td>Burlington Community School District</td>
<td>326</td>
<td>Temporary Easement</td>
<td>$ 1.00</td>
</tr>
<tr>
<td>16-05-490-002</td>
<td>1104 S 6th St</td>
<td>Laura A Myers</td>
<td>150</td>
<td>Temporary Easement</td>
<td>$ 113.00</td>
</tr>
</tbody>
</table>

**Total Acquisition Cost**  
$ 2,154.00
RESOLUTION NO. 1

Meeting No. Paper No. Seconded By: _____________________________

________________________  AYES: _____________________________

________________________  NAYS: _____________________________

Introduced By:

________________________

A RESOLUTION SETTING DATE FOR PUBLIC HEARING
FOR CONSIDERATION OF SALE OF PROPERTY LOCALLY KNOWN AS
1607 OSBORN STREET, CITY OF BURLINGTON, IOWA, WITH CONDITIONS

RESOLVED: That a Public Hearing will be held: October 7, 2019 at 5:30 p.m., in
Council Chambers, City Hall, for CONSIDERATION OF SALE OF PROPERTY LOCALLY
KNOWN AS 1607 OSBORN STREET, CITY OF BURLINGTON, IOWA, WITH
CONDITIONS.

BE IT FURTHER RESOLVED: That the City Clerk be directed to publish notice of said
hearing in The Hawk Eye as prescribed by law.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

________________________
Kathleen P. Salisbury, MMC  Shane A. McCampbell
City Clerk  Mayor


RESOLUTION NO. ____________

Meeting No. Paper No. Seconded By: ___________________________

______ ________ AYES: ___________________________

NAYS: ___________________________

Introduced By: ____________________________________________

A RESOLUTION SETTING DATE FOR PUBLIC HEARING
FOR CONSIDERATION OF AN ORDINANCE VACATING AND SELLING
A PORTION OF RIGHT-OF-WAY LOCATED ADJACENT TO
1815-1845 DES MOINES AVENUE, BURLINGTON, IOWA

RESOLVED: That a Public Hearing will be held: October 7, 2019 at 5:30 p.m., in
Council Chambers, City Hall, for CONSIDERATION OF AN ORDINANCE VACATING AND
SELLING A PORTION OF RIGHT-OF-WAY LOCATED ADJACENT TO 1815-1845 DES
MOINES AVENUE, BURLINGTON, IOWA.

BE IT FURTHER RESOLVED: That the City Clerk be directed to publish notice of said
hearing in The Hawk Eye as prescribed by law.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

______________________________
Kathleen P. Salisbury, MMC
City Clerk

______________________________
Shane A. McCampbell
Mayor
RESOLUTION NO. ____________

Meeting No. Paper No. Seconded By:

_________________________________

_________________________________ AYES: ____________________________

_________________________________ NAYS: ____________________________

Introduced By:

_________________________________

A RESOLUTION APPROVING APPOINTMENTS

RESOLVED: Upon recommendation of Council, the following appointments be hereby approved as indicated and the Mayor be directed to forward letters verifying said appointments:

ANIMAL HEARING BOARD:
Appoint Richard McEntyre to replace Tim Goodwin for three year term expiring September 16, 2022.

DESCOM CONTROL BOARD:
Appoint Matt Rinker to DesCom Control Board.

APPROVED and ADOPTED this 16th day of September, 2019.

ATTEST:

_________________________________
Kathleen P. Salisbury, MMC
City Clerk

_________________________________
Shane A. McCampbell
Mayor
MEMORANDUM

TO: Kathleen Salisbury, City Clerk
FROM: Katie Music, Deputy City Clerk
DATE: September 10, 2019
RE: Committee Appointments

The following appointments will be made at the September 16, 2019 City Council Meeting:

**Animal Hearing Board:** Commission member Tim Goodwin resigned 07/10/2019. He has taken a job traveling out of town and is unable to serve on the commission. Richard McEntyre has expressed interest in serving on this committee. Council hereby **appoints** Richard McEntyre to a **new** three year term which will expire 09/16/2022.

**DesCom Control Board:** This board has requested another Council Member serve on this board. Council hereby **appoints** Council Member Matt Rinker.