

**AGENDA
CITY COUNCIL MEETING
JULY 21, 2016
6:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence.
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the regular City Council meeting of July 7, 2016;
 - Minutes of the Safety Committee Meeting of July 2016;
 - Renewal Liquor License for Arrowhead Bowl, 3535 Main Street, effective August 1, 2016, Class C with Sunday Sales.

**SUMMARY
CITY COUNCIL MEETING
JULY 7, 2016
6:30 P.M.**

The City Council of the City of Keokuk met in regular session on July 7, 2016 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street, with Mayor Thomas D. Marion presiding and seven council members present, two absent: Mike O'Connor, Mike Moore, Ron Payne, Larry Mortimer, Sandy Pollitt, Roger Bryant and Susan Dunek. Dan Winn and John Helenthal were absent.

MAYOR'S CORRESPONDENCE: Mayor Marion informed citizens of a KPLAY Chicken Dinner for Bentley's Playground to be held Tuesday, July 12, 2016 from 5 to 8 p.m. at Meyers' Courtyard.

CONSENT AGENDA: Motion made by Roger Bryant and seconded by Mike O'Connor. Motion carried.

- Minutes of the regular City Council meeting of June 16, 2016;
- Minutes of the Safety Committee meetings of May and June 2016.
- Urban Revitalization Tax Exemption for Susan Johns, 814 North 9th Street, laundry/bath addition.
- Application for Special Events Permit for Rollin' on the River, August 18-20, 2016;
- New Liquor License – The Bar 914, 914 Main Street, effective July 7, 2016 – Class C Liquor License with Sunday Sales and Outdoor Service;
- Renewal Liquor Licenses – Save-A-Lot, 2122 Main Street, effective July 18, 2016 and Wal-Mart, 300 North Park Drive, effective July 21, 2016 – Class E

Liquor Licenses with Sunday Sales;

- Appointment of Christina McDaniel to Keokuk Housing Authority, term to expire September 5, 2017.

RES. NO. 121-16 - THAT, the second reading of Ordinance No. 1957 allowing urban chickens be approved.

RES. NO. 122-16 - THAT, the third reading of Ordinance No. 1957 allowing urban chickens be waived.

RES. NO. 123-16 - THAT, Thursday, July 28, 2016 at 4:00 p.m. be set as the date and time for receipt of bids for the Rand Park and 5th Street Parking Lot Paver Project and Thursday, August 4, 2016 at 6:30 p.m. be set as the date and time for a public hearing on the proposed plans, specifications, form of contract, estimate of costs and award of contract for said project.

COMMITTEE REPORTS: City Administrator Aaron Burnett updated the council on a meeting held with Councilpersons Payne and Pollitt, Burnett and City Clerk Barb Barnes on the City Clerk position. A proposal to potentially promote two people within and rename positions as City Clerk and Deputy City Clerk positions were discussed along with a new delegation of job duties. The positions will be posted internally and would then allow for two entry level positions. Payne added that the meeting was constructive and crossing training would be beneficial. Pollitt stated that this would create a smooth transition. Councilperson Bryant stated that the administrative office has been understaffed but asked where the additional funds would be allocated from to fund the new position. Burnett stated that there were funds available from new resources created by the refinancing of bonds, hotel/motel tax, etc.

RES. NO. 124-16 - THAT, the semi-monthly bills as listed on Register Pages 4859-4863, Checks No. 129027-129165, in the amount of \$3,458,264.63, be approved.

A motion to enter into closed session pursuant to Iowa Code Section 21.5(i) regarding personnel was made by Roger Bryant and seconded by Ron Payne at 6:40 p.m. Motion carried. A roll call vote was taken and discussion followed.

At 7:10 p.m., a motion was made by Sandy Pollitt and seconded by Ron Payne to return to open session. Motion carried.

A motion to adjourn the meeting was made by Susan Dunek and seconded by Roger Bryant. Motion carried.

Meeting adjourned at 7:12 p.m.

**CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
TUESDAY, JULY 19, 2016
8:30AM**

Meeting called to order at 8:30 am.

In Attendance: Jean Ludwig, Jason Schmitt, John Reiter, Mark Boussetot, Roger Bryant, Dave Johnson, Ed Ketterer, Bob Weis

Absent: Tom Marion, Aaron Burnett

Ludwig read the minutes from the June meeting. A correction to the date of the next meeting was made by Ludwig. The minutes say the next meeting will be July 21, and the meeting will actually be held July 19. Motion to approve the minutes as corrected by Schmitt, second by Reiter. Motion approved.

OLD BUSINESS:

No update on random drug screens

No update to follow up visits to WPC & Bridge departments.

Ludwig and Boussetot will work with the Fire Chief to set up CPR training. Dates available in July are 22, 25, & 28. Dates available in August are 3, 9, 12, 15 and others later in the month.

No update on Job Hazard Analysis forms. Boussetot said he will get the forms & discuss with managers.

Schmitt & Reiter reported that the electrical project at Sanitation has been installed. They are waiting for a state inspector to approve, and then they will pull the wire. The inspector may be here today. Once that is complete, they need to get permanent conduit and outlets in the building to replace extension cords that are being used in an improper manner. Boussetot mentioned possibly mounting some connections overhead to eliminate tripping hazards, as trucks still have to be plugged in using an extension cord.

It was also mentioned that the lighting situation at Sanitation needs to be addressed when the new electrical work is complete.

No one has stepped forward about being on the Safety Committee. It is important to get representation from all departments.

NEW BUSINESS: Safety Consultant Mark Shaffer conducted safety training on July 18. The topic was lock out/tag out.

Ludwig reminded everyone that the employee appreciation picnic is tomorrow at Rand Park and to please spread the word.

No reports have been made to Company Nurse since the last meeting.

No near misses were reported, but Dave Johnson said wasps have been a problem near trash containers. He recommended everyone keeping bee sting kits in their vehicles.

Bousselot reported having a conversation with IMWCA officials about our mod factor. He said we have had 3 good years in a row, following 3 bad years. The bad years are starting to drop off and are being replaced by better years. This reduces our mod factor and will result in lower premiums and possible discounts. He thanked everyone for the great job they are doing in working more safely. He said the savings may possibly be used to keep improving our safety program.

OTHER BUSINESS:

SET THE DATE for the next meeting: August 16, 2016 at 8:30am in Council Chambers.

MOTION TO ADJOURN by Ketterer, second by Weis. Meeting adjourned at 8:50 am.
Submitted by Jean Ludwig, Safety Committee.

Applicant License Application (LC0041913)

Name of Applicant: <u>Arrowhead Bowl Inc.</u>		
Name of Business (DBA): <u>Arrowhead Bowl</u>		
Address of Premises: <u>3535 Main Street</u>		
City <u>Keokuk</u>	County: <u>Lee</u>	Zip: <u>52632</u>
Business <u>(319) 524-4391</u>		
Mailing <u>3535 Main Street</u>		
City <u>Keokuk</u>	State <u>IA</u>	Zip: <u>52632</u>

Contact Person

Name <u>Ryan Moore</u>	
Phone: <u>(319) 524-4391</u>	Email <u>arrowheadbowl@live.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/01/2016

Expiration Date: 07/31/2017

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>502599</u>	Federal Employer ID <u>42-1366281</u>

Ownership

Ryan Moore

First Name: <u>Ryan</u>	Last Name: <u>Moore</u>	
City: <u>Keokuk</u>	State: <u>Iowa</u>	Zip: <u>52632</u>
Position: <u>President</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Derek Sapp

First Name: <u>Derek</u>	Last Name: <u>Sapp</u>	
City: <u>Keokuk</u>	State: <u>Iowa</u>	Zip: <u>52632</u>
Position: <u>Vice President</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

7. Consider initial reading of Ordinance No. 1958 amending a street vacation description.

RESOLUTION NO.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, the initial reading of Ordinance No. 1958 amending a street vacation description be approved.

ORDINANCE NO. 1958

AN ORDINANCE PROVIDING FOR THE VACATION AND DISPOSITION OF A PORTION OF WILLIAM STREET, F STREET, E STREET AND ALLEY'S OR PORTION OF ALLEY'S IN BLOCKS 27, 28, 37, 38 & 39 ALL LOCATED IN REID'S ADDITION TO THE CITY OF KEOKUK, LEE COUNTY, IOWA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, LEE COUNTY, IOWA, THAT:

Section 1. This ordinance repeals Ordinance No. 1940 and replaces it to read as follows:

Section 2. The purpose of this ordinance is to vacate and dispose of the described portions of the streets and alley thereby relieve the City of Keokuk, Iowa of the responsibility for maintenance and supervision, except as hereby reserved.

Section 3. The Council of the City of Keokuk, Iowa hereby makes the following findings:

1. The portion of the streets and alleys described below are not for use of the public and therefore maintenance at public expense is not justified.
2. The vacation of the described street and alley's will not deny the owners of property abutting said street reasonable access to their property.
3. Notice of intended vacation, including the date on which the Council is to consider the vacation and disposal of said street and alley's by ordinance, has been published as required by law.
4. If the described streets and alleys have been used as an easement for public utilities, the rights to such easements shall and is hereby preserved for such utilities easements.

Section 4. That portions of William Street, F Street, E Street and alley's or portion of alley's in blocks 27, 28, 37, 38 & 39 all located in Reid's Addition more specifically described as follows, be and is hereby vacated and disposed of for a sum certain.

- That portion of William Street beginning at the southeast corner of lot 12, block 39, Reid's Addition, thence westerly along the northerly rights of way line of William Street

one-thousand thirty- two feet (1032') to the southwest corner of lot 7, block 37, thence south sixty six feet (66') to the northwest corner of lot 6, block 28, thence easterly along the southerly rights of way line of William Street one-thousand thirty-two feet(1032'), thence northerly sixty six feet (66') to the southeast corner of lot 12, block 39 to the point of beginning.

- That portion of the alley rights of way beginning at the southeast corner of lot 1, block 39, Reid's Addition, thence westerly along the northerly rights of way line of said alley, nine hundred and seventeen feet (917') to the southwest corner of the east thirty-five feet (35') of lot 4, block 37, Reid's Addition, thence south twenty feet (20') to the northwest fifteen foot (15') of lot 9, block 37, thence easterly along the southerly rights of way line of said alley nine hundred and seventeen (917'), thence northerly twenty feet (20') to the southeast corner of lot 1, block 39 to the point of beginning.
- That portion of the alley rights of way beginning at the southeast corner of lot 1, block 27, Reid's Addition, thence westerly along the northerly rights of way line of said alley six hundred and sixty-six feet (666') to the southwest corner of lot 6, block 28, thence southerly twenty feet (20') to the northwest corner of lot 7, block 28, thence easterly along the southerly rights of way line of said alley six hundred and sixty-six feet (666'), thence northerly twenty feet (20') to the southeast corner of lot 1, block 27 to the point of beginning.
- That portion of E Street beginning at the northeast corner of lot 1 block 38, Reid's Addition, thence southerly six hundred and sixty-six feet (666') along the westerly rights of way line of E Street to the southeast corner of lot 12, block 27, thence easterly sixty-six feet (66') to the southwest corner of lot 7, block 26, thence northerly along the easterly rights of way line of E Street six hundred and sixty-six feet (666'), thence westerly sixty-six feet (66') to the northeast corner of lot 1, block 38 to the point of beginning.
- That portion of F Street beginning at the northeast corner of lot 1 block 37, Reid's Addition, thence southerly six hundred and sixty-six feet (666') along the westerly rights of way line of F Street to the southeast corner of lot 12, block 28, thence easterly sixty-six feet (66') to the southwest corner of lot 7, block 27, thence northerly along the easterly rights of way line of F Street six hundred and sixty-six feet (666'), thence westerly sixty-six feet (66') to the northeast corner of lot 1, block 37 to the point of beginning.

Section 5. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: July 19, 2016 Meeting Date: July 21, 2016

SUBJECT: Ordinance NO. 1940 Street/alley vacation

ACTION REQUIRED:

☒ Ordinance
☐ Resolution
☐ Approval
☐ Receive/File

SYNOPSIS	Error - Ordinance No. 1940 – October 2014. County Auditor request that error be correcting description of alley vacation in Block 39, Reid's Addition.
FISCAL IMPACT	Recording and publishing fees
RECOMMENDATION	New ordinance correcting description of alley vacation in Block 39, ³⁷ Reid's Additions.

Mandatory Attorney Review Completed: OK 

Responsible City Staff Member(s): Pam Broomhall

8. Consider resolution approving a 28E Agreement.

RESOLUTION NO.

**A RESOLUTION ENTERING INTO A 28E AGREEMENT WITH LEE COUNTY
AND FORT MADISON FOR THE PURPOSES OF JOINT DISPATCH
SERVICES THROUGH THE LEE COUNTY EMERGENCY
COMMUNICATION SERVICES
AND CONSOLIDATED PSAP**

WHEREAS, the City of Keokuk desires to enter into an agreement for a joint emergency response communication services and public safety answering point for law enforcement, fire, rescue, and emergency medical services in Lee County, Iowa pursuant to Chapter 28E of the Iowa Code (2015), as it now and may hereinafter be amended; and

WHEREAS, the City has been in negotiations with the Lee County Attorney and representatives of the City of Fort Madison in order to settle concerns with the previously proposed document; now therefore,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, the Mayor and City Clerk be authorized to sign and execute the negotiated 28E Agreement for Emergency Communication Services and a Consolidated Public Safety Answering Point.



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 7/19/2016 Meeting Date: 7/21/2016

SUBJECT: LeeComm 28E Agreement	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File
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SYNOPSIS	This is an agreement allowed by Iowa Code 28E, that the City of Keokuk will enter into with the City of Fort Madison and Lee County. The agreement will allow the three entities to combine resources and provide dispatching services to all first responders in the county.
FISCAL IMPACT	The overall cost will continue but, the funding stream will now be entirely from a county-wide levy through emergency management.
RECOMMENDATION	This agreement includes many of the recommendations provided by the Keokuk Fire Chief, Keokuk Police Chief, City Administrator, and Keokuk City Attorney. Examples include: mandatory review of the agreement, a specific duration of the agreement, professionals on the control board with clearly defined responsibilities, a formal procedure for resolving deficiencies in service, clear termination and dissolution procedures, and a reasonable means of utilization of equipment if dissolution occurs. I believe this provides a path for the members to resolve the issues we have encountered and therefore; recommend acceptance of this 28E.

Mandatory Attorney Review Completed: OK 

Responsible City Staff Member(s): Chief of Police D.C. Hinton

9. Consider resolution approving a Contract with Modjeski & Masters, Inc. for Keokuk Municipal Bridge Annual Inspection Services in the amount of \$8,700 a year (\$725 monthly) beginning July 1, 2016 and ending June 30, 2021.

RESOLUTION NO.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, the current contract for the annual inspection of the Keokuk Municipal Bridge is renewed with Modjeski & Masters in the amount of \$8,700 a year (\$725 monthly) beginning July 1, 2016 and ending June 30, 2021.

10. Discussion: Railroad car fees.
11. Tabled Items: March 29, 2016 – PSAP Agreement.
12. Committee Reports (Reports from council representatives).
13. New Business:
14. Finance:
 - (a) Consider resolution authorizing payment of semi-monthly bills:
\$ 687,721.73

RESOLUTION NO.

WHEREAS, the list of expenses have been presented to the Finance Committee for review and exceptions, if any, have been noted; now therefore,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, the semi-monthly bills as listed on Register Pages 4864-4868, Checks No. 129166-129311, in the amount of \$687,721.73, be approved.

15. Adjourn meeting.



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

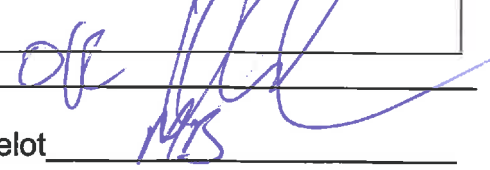
Today's Date: 7/19/16 Meeting Date: 7/21/16

SUBJECT: Keokuk Municipal Bridge Annual Bridge
Inspection Services 2016 thru 2021

ACTION REQUIRED:

☐ Ordinance
☒ Resolution
☐ Approval
☐ Receive/File

SYNOPSIS	Modjeski & Masters is the engineering firm that has performed the annual bridge inspections on the Keokuk Municipal Bridge for more than 35 years. The firm was also involved in engineering of the structure. We are renewing a contract with an engineering firm to provide the annual inspections on a bridge that they are very familiar with.
FISCAL IMPACT	Annual Inspection Services (Lump Sum) \$8,700 \$725 Per Month (July thru June each year). *This is a monthly increase of \$225, the City of Keokuk has been paying \$500 per month for more than fifteen years.
RECOMMENDATION	Review and approve the Contract Agreement dated July 7, 2016 with Modjeski & Masters, Inc. of Edwardsville, Illinois.

Mandatory Attorney Review Completed: Yes 

Responsible City Staff Member(s): Mark Boussetot

Agreement Between: Owner and Engineer

Contract Agreement Date: July 7, 2016

BETWEEN the Engineer's client identified as the Owner:

**City of Keokuk
415 Blondeau Street
Keokuk, IA 52632**

and the Engineer:

**Modjeski and Masters, Inc.
#4 Sunset Hills Professional Center
Edwardsville, IL 62025**

for the following Project:

Keokuk Municipal Bridge – Annual Inspection Services

The Owner and Engineer agree as follows:

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ENGINEER'S RESPONSIBILITIES**
- 3 SCOPE OF ENGINEER'S BASIC SERVICES**
- 4 ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 CLAIMS AND DISPUTES**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 COMPENSATION**
- 10 SCOPE OF THE AGREEMENT**

ATTACHMENT A – INSURANCE REQUIREMENTS

ATTACHMENT B – SCOPE OF WORK AND FEE PROPOSAL

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information, for the following PROJECT:

Keokuk Municipal Bridge – Annual Inspection Services

THE OWNER: City of Keokuk
415 Blondeau Street
Keokuk, IA 52632

THE ENGINEER: Modjeski and Masters, Inc.
#4 Sunset Hills Professional Center
Edwardsville, IL 62025

This Agreement is based on the following information.

PROJECT INFORMATION

The Project's physical characteristics:

The Keokuk Municipal Bridge crosses the Mississippi River between the cities of Keokuk, IA and Hamilton, IL. The bridge was originally constructed in 1871; the bridge superstructure was replaced in 1916. The bridge is a combined highway and single track railway crossing; the upper highway portion has been out-of-service since 1985. The main bridge has a total length of 2,181 feet and consists of 11 truss spans, including a movable swing span which aligns with USACE Lock and Dam No. 19 just upstream of the bridge. The bridge also includes east and west highway approach spans and west railroad approach spans.

The Owner's program for the Project:

The Owner desires that an annual structural inspection be performed for the bridge. The limits of the inspection are as described above and include the highway and railroad approach spans. As noted, the annual inspection will focus on the structural components of the bridge. The annual inspection will include a cursory evaluation of mechanical and electrical components of the swing span, as well as a cursory assessment of swing span operation. If available, underwater soundings obtained by City personnel will be evaluated as part of the annual report. The inspection of all railroad track components are performed by others and are not included.

§ 1.2 The anticipated schedule for the Project is as follows:

Includes the structure's annual inspection for 2016, 2017, 2018, 2019 and 2020.

Effective July 1, 2016 thru June 30, 2021.

Annual field work will be performed in October or November of each year; the annual final inspection report will be transmitted no later than the following January 30.

§ 1.3 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Engineer shall appropriately adjust the schedule, the Engineer's services, and/or the Engineer's compensation.

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide the professional services as set forth in this Agreement.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

§ 2.4 The Engineer shall notify the Owner of any out of scope work and obtain approval from the Owner prior to executing any out of scope or additional work.

§ 2.5 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 2.6 The Engineer shall comply with all applicable safety requirements while on Owner's Property.

§ 2.7 The Engineer shall maintain General Liability, Automobile Liability, Worker's Compensation and Professional liability insurance for the duration of this Agreement in accordance with Attachment A.

§ 2.8 The Engineer shall not be required to obtain Railroad Protective Liability Insurance for this project.

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in Attachment B and include usual and customary structural bridge inspection engineering services. Services not set forth in Attachment B are Additional Services.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services will be those that are not described within Attachment B and will be considered out-of-scope.

§ 4.3 Additional Services shall be compensated in accordance with Section 9.2.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

§ 5.3 The Owner shall provide the Engineer access to the Project site in order to execute work.

§ 5.4 The Owner shall provide a single member of the bridge maintenance staff to accompany the Engineer's inspector during the inspection.

§ 5.5 The Owner shall provide a bucket truck and inspection boat for use during the inspection.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 GENERAL

§ 6.1.1 The Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Engineer waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Engineer and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 6.2 MEDIATION

§ 6.2.1 Any claim dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

- ☒ Arbitration pursuant to Section 6.3 of this Agreement, in Keokuk, Iowa.
- ☐ Litigation in a court of competent jurisdiction, in Keokuk, Iowa.
- ☐ Other (Specify)

§ 6.3 ARBITRATION

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purpose, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 CONSOLIDATION OR JOINDER

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Engineer grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Engineer under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Engineer shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days written notice to the Engineer for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 This Agreement shall be governed by the laws of the State of Iowa, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern per Section 6.3.

§ 8.2 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 8.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

§ 8.4 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 8.5 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer in the Owner's promotional materials for the Project.

§ 8.6 If the Engineer or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

The Engineer acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. Owner's disclosure of records pursuant to the Public Records law is not a breach of the contract. Additionally, Engineer accepts responsibility to maintain results of the inspection for the statutorily required time, and shall, upon request, promptly respond to any request made pursuant to Public Records laws of the State of Iowa. Should Engineer fail to comply with Iowa Public Record law, Engineer will indemnify the Owner and their employees.

§ 8.7 The sole and exclusive venue for any dispute resolution proceeding shall be in the place where the Project is located.

ARTICLE 9 COMPENSATION

§ 9.1 For the Engineer's Basic Services described under Article 3 and Attachment B, the Owner shall compensate the Engineer as follows:

Annual Inspection Services (Lump Sum) = \$8,700.00 per annum
= \$725.00 per month (July thru June, each year)

§ 9.2 For Additional Services as identified in Article 4, the Owner shall compensate the Engineer for all direct expenses at actual costs, with mileage as per current IRS rates, and labor at the following Billable Rates:

MM Title (ASCE Grade)	Billable Labor Rate per Hour					
	2016	2017	2018	2019	2020	2021
Principal (E8)	\$226.80	\$233.60	\$240.61	\$247.83	\$255.27	\$262.92
Project Manager (E8, E7)	\$168.29	\$173.34	\$178.54	\$183.89	\$189.41	\$195.09
Senior Engineer (E4, E5)	\$132.33	\$136.30	\$140.39	\$144.60	\$148.94	\$153.40
Engineer (E1, E2, E3)	\$97.82	\$100.75	\$103.77	\$106.89	\$110.09	\$113.40
Engineering Technician (T3)	\$112.29	\$115.66	\$119.13	\$122.70	\$126.38	\$130.17
Drafter (T1, T2)	\$80.91	\$83.34	\$85.84	\$88.41	\$91.06	\$93.80

§ 9.3 PAYMENTS TO THE ENGINEER

§ 9.3.1 Unless otherwise agreed, payments for services shall be made monthly. Payments are due and payable upon presentation of the Engineer's invoice. Amounts unpaid 90 days after the invoice date, shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Engineer.

§ 9.3.2 The Owner shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages unless the Engineer agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 9.3.3 Supporting information for billable labor and direct expenses for services performed as Additional Services shall be provided to the Owner upon request.

ARTICLE 10 SCOPE OF THE AGREEMENT

§ 10.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

§ 10.2 This Agreement is comprised of the following documents listed below:

- .1 Agreement between Owner and Engineer
- .2 Attachment A – Insurance Requirements
- .3 Attachment B – Scope of Work and Fee Proposal

This Agreement entered into as of the day and year first written above.

OWNER (Signature)



ENGINEER (Signature)

(Printed name and title)

David W. Petermeier, PE, SE, Vice President

(Printed name and title)

ATTACHMENT A

INSURANCE REQUIREMENTS

Modjeski and Masters, Inc. shall maintain the following minimum insurance coverage and limits. Said limits may be met by a combination of primary and excess coverage.

(a) Statutory Workers' Compensation and Employer's Liability Insurance with coverage of Grantee's statutory liability under the workers' compensation laws of the state in which the work is performed, and employers liability (Part B) with limits of at least One Million Dollars (\$1,000,000) by disease policy limit, One Million Dollars (\$1,000,000) by disease each employee, and One Million Dollars (\$1,000,000) each accident, with, in each case, a zero (\$0) per occurrence deductible or self-insurance retention, unless otherwise required by statute. The policy shall include a waiver of subrogation in favor of Owner.

(b) Automobile Liability coverage with long form contractual liability as per the CA 00 01 or equivalent with (x) a single combined limit of One Million Dollars (\$1,000,000) per occurrence, and (y) a zero (\$0) per occurrence deductible or self-insurance retention. Coverage is for bodily injury including death and property damage and applies to all vehicles owned, used or hired.

(c) Commercial General Liability insurance, including contractual liability, covering bodily injury, including death, personal injury, property damage, advertising injury, fire legal liability and products and completed operations as per the CGL 00 01 or equivalent with (x) a combined single limit in an amount of One Million Dollars (\$1,000,000) per occurrence, (y) an annual, aggregate limit for commercial general liability, products and completed operations of Two Million Dollars (\$2,000,000), and (z) a per occurrence deductible or self-insured retention not in excess of Zero Dollars (\$0). This insurance shall contain contractual liability as per the CGL 00 01 or equivalent covering the liability provisions contained in this Agreement and shall include products/completed operations liability. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent. Products/completed operations coverage shall be maintained in place for one year after termination of this agreement. *

(d) Professional Liability (Errors & Omissions) insurance with (x) a limit in an amount of Ten Million Dollars (\$10,000,000) per claim, (y) an annual, aggregate limit of Ten Million Dollars (\$10,000,000), and (z) a One Hundred Fifty Thousand Dollars (\$150,000) per occurrence deductible or self-insured retention.

(e) Umbrella Policy. Modjeski and Masters has an Umbrella Policy with a limit of Ten Million Dollars (\$10,000,000).

(f) The general liability, auto and umbrella policies described above in this Attachment A (v) must name the City of Keokuk as an additional insured and/or loss payee (to the extent applicable); (w) must contain a waiver of subrogation endorsement, except professional liability (x) must contain endorsements that such insurance is primary and that general liability is non-contributing with respect to any insurance carried by an Indemnatee. In addition, the general liability policy described above must contain endorsements or language to remove any exclusions related to doing business on, near, or adjacent to railroad operations or facilities.

* The policy shall include a "cross liability clause that shall have the effect of insuring each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each. The policy shall include a "severability of interest" clause which will have the effect of insuring each person, firm or corporation named in the policy as an additional insured in the same manner and to the same extent as if a separate policy had been issued to each.

(g) The insurance policy(ies) described in this Attachment A shall be written by a reputable insurance company or companies acceptable to the City of Keokuk with a current Best's Insurance Guide Rating of B and Class VII or better. Each insurance company shall be authorized to transact business in the state in which the work is being performed. Modjeski and Masters shall provide the City of Keokuk with certificate(s) of insurance evidencing the insurance (including endorsements) required under this Attachment A, and shall replace such certificate(s) as they become expired or otherwise invalid; *provided, that* the City of Keokuk's acceptance of Certificates of Insurance that do not satisfy the requirements set forth in this Attachment A shall not be deemed a waiver by the City of Keokuk of Modjeski and Masters' obligations under this Attachment A. The policies shall provide for not less than ten (10) days prior written notice to the City of Keokuk of cancellation of, or any material change in, the policies.

(h) It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Modjeski and Masters from or serve to limit Modjeski and Masters' liability under the provisions of this Agreement.

(i) Not more frequently than once every five years, the City of Keokuk may reasonably modify the required insurance coverage to reflect factors such as then-current risk management practices of the City of Keokuk, then-current underwriting practices in the insurance industry, and/or then-current market conditions.

(j) If the insurance maintained by Modjeski and Masters takes the form of a Claims Made Policy, Modjeski and Masters agrees to purchase whatever supplemental coverage may be necessary to provide continuous coverage of its potential liability under the Agreement, consistent with the requirements set forth in this Attachment A, for a period of time at least five (5) years following the termination of this Agreement.

ATTACHMENT B

SCOPE OF WORK AND FEE PROPOSAL

Scope of Work:

The scope of work for this project includes an annual structural inspection of the Keokuk Municipal Bridge which is owned and maintained by the City of Keokuk. This agreement includes annual inspections for the years 2016 thru 2020.

In general, the scope of the inspection field work and reporting will be essentially unchanged since Modjeski and Masters, Inc. began performing this service for the City in 1977. The inspection includes the eleven truss main spans, the west approach highway spans, the west approach railroad spans, and the east approach highway spans, including the retained fill approach. Inspection of the main spans includes the out-of-service upper highway portion of the structure. The primary purpose of the inspection is to observe and evaluate the structural components of the bridge including all superstructure components and the substructure elements that are visible above the waterline at the time of the inspection. A cursory inspection of mechanical and electrical components of the swing span is included, as well as an assessment of overall swing span operation. The inspection of track components is not included.

The proposed fee below assumes that the inspection is performed by a single inspector from our Edwardsville, IL office over a period of two days (including travel). Note that our inspection personnel are qualified inspection team leaders in accordance with FRA (49 CFR Part 237) and NBIS (23 CFR Part 650, Subpart C) requirements and have eRailsafe safety training. The proposed fee also assumes that the City will continue to provide a single member of the bridge maintenance staff to accompany our inspector during the inspection, as well as continuing to provide a bucket truck and inspection boat.

A written inspection report will be prepared following each annual inspection that will document that year's inspection findings. The inspection report will include an overall assessment of the structure's condition, a tabular summary of specific defects, and representative photos of the defects. If available, underwater soundings obtained by City personnel will be evaluated as part of the report. Recommendations for maintenance and repair will be included.

The proposed inspection field work and reporting are in compliance with FRA requirements (49 CFR Part 237). Note that the level of detail for documentation of defects is sufficient for an overall evaluation of the condition of the structure; however, additional documentation may be necessary if the City desires additional load capacity rating of the structure or the preparation of specific repair details.

Fee Proposal:

Our proposed fee for each annual inspection is \$8,700.00 per annum; this is a lump sum fee which includes all labor and direct expenses. Unless directed otherwise, this fee will be billed monthly (\$725.00 per month) with a term of July thru June for each annual inspection.

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JULY 21, 2016.

REGISTER NO. 4864

28 OFFICE OF AUDITOR OF STATE	FILING FEE DUE FOR FY 2015	\$ 625.00
43 BEARING HEADQUARTERS CO.	PARTS FOR BOB CAT BRIDGE DEPT.	\$ 115.05
70 BURLINGTON HAWK EYE	ACCT#70911 JULY 4TH ADS	\$ 110.61
71 KEOKUK MUNICIPAL WATER WORKS	WATER SAMPLES @ AQUATICS CENTER	\$ 30.00
73 GATE CITY PUBLISHING	PUBLICATIONS FOR MAY/JUNE 2016	\$ 2,373.31
82 GRAY QUARRIES, INC	RIP RAP, CM9 ROAD ROCK-ST.DEPT.	\$ 413.26
85 JIM BAIER, INC	PARTS	\$ 13.36
86 HARTRICK'S LUMBER	SUPPLIES	\$ 129.49
96 KEOKUK HOMESTORE	SUPPLIES	\$ 8.21
105 RIVER CITY PARTS, INC.	BUFFER KIT-VEHICLE MAINT.	\$ 122.80
110 LAWSON PRODUCTS, INC.	SUPPLIES BRIDGE DEPT.	\$ 32.44
112 KERR FABRICATORS, INC.	FABRICATED GRATE SEWER DEPT.	\$ 196.25
117 S. J. SMITH WELDING SUPPLY	TANK RENTAL BRIDGE DEPT.	\$ 49.50
122 IDEAL READY MIX COMPANY, INC	CONCRETE PLANK/BOULEVARD-SEWER	\$ 315.00
126 KEYSTONE LABORATORIES, INC.	SERVICE	\$ 1,053.00
127 MEYERS DRIVEWAY & SEPTIC TANK	SERVICE	\$ 3,650.00
128 ELECTRONIC APPLICATIONS CO.INC	ANNUAL MAINT.CONTRACT JULY-JUNE	\$ 2,687.28
140 TASKE FORCE, INC.	TEMP HELP @ BRIDGE	\$ 1,404.00
148 PITNEY BOWES INC.	LEASE	\$ 370.59
152 BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 658.76
157 MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 1,082.00
158 ALLIANT	SERVICE	\$ 45,050.48
159 PETTY CASH-KEOKUK LIBRARY	SUPPLIES FOR LIBRARY	\$ 20.30
180 CENTURY LINK	SERVICE	\$ 98.82
181 PRINCIPAL LIFE GROUP	DISABILITY/ LIFE INS.	\$ 1,140.33
183 GREAT RIVER REGIONAL WASTE	SERVICE	\$ 13,798.85
188 AIRGAS USA, LLC	SAW BLADES,WELDING RODS,HELMET	\$ 381.43
208 LINDNER AVIATION, INC.	CATCH UP AIRPORT MANAGER FEE	\$ 3,750.00
220 SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 201.60
223 TRUCK REPAIR, INC	PARTS, ST.DEPT. & FIRE DEPT.	\$ 259.89
227 DEMCO, INC	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 459.39
228 IOWA COMMUNICATIONS NETWORK	SERVICE KEOKUK PUBLIC LIBRARY	\$ 12.90
229 RIDDERS BUSINESS SUPPLY	SUPPLIES	\$ 845.82
243 MEYERS PLUMBING	LABOR/MATERIAL @ POOL SHOWER	\$ 182.20
260 VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 80.13
268 KEOKUK CONTRACTORS, INC	JOB#8414 REPAIR LEAKS IN POOL	\$ 14,642.96
277 DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 3,367.20
294 KSB INSURANCE SERVICES, LLC	INSURANCE PREMIUMS	\$ 112,449.00
308 GATE CITY SEED COMPANY	SUPPLIES	\$ 59.74
309 HUFFMAN MACHINE & WELDING, INC	OIL BRIDGE DEPT.	\$ 72.99
337 W. L. MILLER COMPANY	HOT ASPHALT STREET DEPT.	\$ 427.50

REGISTER NO. 4865

348 GETZ FIRE EQUIPMENT	MEDICAL SUPPLIES	\$ 290.85
350 VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 10,241.75
358 HY-VEE, INC.	SUPPLIES	\$ 784.94
405 FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 10,941.45
445 IOWA LEAGUE OF CITIES	MEMBER DUES JULY1,16-JUNE30,17	\$ 4,095.00
641 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 169.92
662 TOM WILLS	MOWING @ VARIOUS PROPERTIES	\$ 720.00
691 YOUNGGREN SHOES	SAFETY BOOTS	\$ 427.83
760 TROPHY OUTLET	7-4X7 BLACK STEEL ENGRAVED PLA	\$ 112.00
792 NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 56.29
804 ROY BELL	REIMB.CDL LICENSE 2016-2021	\$ 20.00
863 A-L-L EQUIPMENT	8 GASKETS/FREIGHT-WPC	\$ 191.84
889 ELLIOTT EQUIPMENT CO.	2 OIL LEVEL GAUGE/FREIGHT-SAN.	\$ 134.03
907 CHEMSEARCH	SUPPLIES/SHIPPING-WPC	\$ 171.58
972 U.S. CELLULAR	SERVICE	\$ 438.54
1031 TERMINAL SUPPLY CO.	CABLE TIES,PIPE THREAD TAPE	\$ 52.14
1096 FASTENAL COMPANY	PORTASCRUB,SIDE BRUSH KIT-WPC	\$ 2,371.78
1184 VISA	MISC. SUPPLIES,TRAVEL ETC.	\$ 1,955.38
1185 KOHL WHOLESALE	CONCESSION SUPPLIES FOR POOL	\$ 1,027.84
1218 JAMES K. NEFF	LABOR/MATERIAL	\$ 937.32
1276 DES MOINES CO. SHERIFF	SERVICE	\$ 114.16
1294 B & H MARINE	RESCUE BOAT REPAIR KVEC	\$ 405.09
1377 B-PRIME STAGE SOUND & LIGHTING	PARTS/LABOR @ GRAND THEATRE	\$ 490.00
1384 SEARS COMMERCIAL ONE	SUPPLIES	\$ 314.99
1427 INTERNAL REVENUE SERVICE	PCORI FEE (OBAMA CARE)	\$ 307.84
1461 KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 2,348.92
1484 DOUBLE A" GLASS L.L.C. "	RIM PANIC DEVICE W/LEVER @ WPC	\$ 357.80
1550 PAUL S. KELLY SR.	GUTTER BROOM MOTOR-ST.CLEANING	\$ 85.00
1561 XEROX CORPORATION	LEASE AGREEMENT	\$ 311.36
1792 DISCOUNT TIRE & SERVICE	4-TIRES #116 PUBLIC WORKS CAR	\$ 448.00
1901 KRAUS & SON, INC.	LABOR & A/C UNIT POOL CONCESS.	\$ 3,968.00
1907 O'REILLY AUTOMOTIVE INC.	PARTS	\$ 967.06
2202 MEDIACOM	SERVICE	\$ 102.85
2228 ONLINE STORES, INC.	FLAGS VARIOUS SIZES-PARKS DEPT	\$ 352.70
2233 AMSTED RAIL COMPANY, INC.	TARGETED JOBS W/HOLDING TAX	\$ 86,399.16
2344 SERVICEMASTER OF FT.MADISON	JANITORIAL SERVICE @ POLICE PD	\$ 429.92
2368 MUNICIPAL EMERGENCY SERVICES	VALVE LATCH FIRE DEPT.	\$ 8.20
2394 HILL'S PET NUTRITION SALES,INC	SUPPLIES	\$ 30.16
2553 LEXISNEXIS RISK SOLUTIONS	JUNE 2016 SERVICE	\$ 115.91
2599 KEVIN B. FEEHAN	VEGETATION CONTROL PARKS/FLD W	\$ 5,690.00
2621 UNIVERSITY OF IOWA HEALTH CARE	SERVICE	\$ 82.31
2626 EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE PREMIUM	\$ 169,389.68
2673 RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE CROSSING RENT	\$ 2,337.73
2684 RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.50
2698 BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$ 23.00

REGISTER NO. 4866

2699 SHIELD TECHNOLOGY CORPORATION	ANNUAL BILLING SHIELDWARE POLC	\$ 3,352.50
2704 SOUTHEAST IOWA REGIONAL	APRIL-JUNE 2016 SEIBUS SERVICE	\$ 2,125.00
2711 WILLIAM J. ABSTON	810 BLONDEAU CLEANUP	\$ 255.00
2720 SCP SCIENCE	LAB SUPPLIES	\$ 400.60
2722 MIDWEST JANITORIAL SERVICE, INC.	JANITORIAL SERVICE @ LIBRARY	\$ 1,046.25
2794 DRAKE-SCRUGGS EQUIPMENT, INC.	ROPE ASSY-BRIDGE DEPT.	\$ 254.42
2848 KEOKUK VETERINARY HOSPITAL	SERVICE	\$ 771.23
2881 ED RUDE	REIMB.6 START CAPACITORS RIV.H	\$ 65.40
2917 DONNELLSON TIRE & SERVICE	TIRES KNUCKLE BOOM BRIDGE DEPT	\$ 952.50
2941 TWO RIVERS VETERINARY CENTER	SERVICE	\$ 178.00
2966 ANYTIME FITNESS	MEMBERSHIPS FOR POLICE DEPT.	\$ 666.12
2977 WEST CENTRAL FS INC.	BULK FUEL	\$ 14,685.50
2985 TRANS-IOWA EQUIPMENT, INC.	MALE RECEPTACLE/FREIGHT-SEWER	\$ 89.73
3010 KLINGER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$ 4,193.51
3015 INTERSTATE BATTERIES OF	BATTERY #35 BRIDGE DEPT.	\$ 116.95
3030 VERIZON WIRELESS	SERVICE	\$ 561.27
3036 ASKEW SCIENTIFIC CONSULTING	PROFESSIONAL SERVICES	\$ 475.00
3045 ATLANTIC SAFETY PRODUCTS	BLACK NITRILE GLOVES-POLICE	\$ 108.20
3080 DENISE ESTRADA	REIMB.MILEAGE FOR CPO CLASSES	\$ 152.28
3084 ACCO	POOL CHEMICALS	\$ 1,029.50
3103 PEPSI COLA MEMPHIS BOTTLING CO	POP FOR POOL CONCESSIONS	\$ 89.52
3142 TRITECH FORENSICS	URINE SPECIMEN KITS-POLICE DPT	\$ 214.36
3203 NFPA	ANNUAL NFPA SUBSCRIPTION	\$ 1,305.00
3235 CARL MORGAN	MOWING @ VARIOUS PROPERTIES	\$ 1,185.00
3283 LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 1,245.17
3299 LEE & HANCOCK COUNTY SHOPPERS	4TH OF JULY ADS	\$ 100.00
3311 MISSISSIPPI VALLEY PUMP, INC.	PUMP REBUILD-SEWER DEPT.	\$ 4,831.00
3368 BERENS-TATE CONSULTING GROUP	PROF.SERVICES RENDERED RE:BOND	\$ 2,500.00
3391 PETER PFLUG	REIMB.SUPPLIES JULY 4TH @ PARK	\$ 13.57
3434 LYNCH DALLAS, PC.	GENERAL LEGAL MATTERS PROF.SERV.	\$ 458.50
3443 SAFETY & PERSONNEL RESOURCES	LOSS CONTROL CONSULTING	\$ 1,600.00
3459 JIM DAVIDSON	MOWING @ VARIOUS PROPERTIES	\$ 670.00
3513 IOWA COMMUNITIES ASSURANCE	INSURANCE PREMIUM	\$ 116.46
3525 LEANDER CONSTRUCTION, INC.	WPC IMPROV.APRIL 2016 PAY #14	\$ 86,993.01
3535 PERPETUAL CARE CEMETERY TRUST	REMAINING INVEST.BALANCE P.C.	\$ 2,340.00
3549 CINTAS CORPORATION #342	SERVICE	\$ 1,443.84
3559 TRI-STATE STRENGTH & PERFORMANCE	MEMBERSHIPS FOR POLICE DEPT.	\$ 666.12
3587 NORTH CEDAR SOUTH, LLC	RECYCLING PICKUP CITY HALL, LIBRARY	\$ 40.00
3602 LIGHTEDGE SOLUTIONS	CONSULTING SERVICE	\$ 542.50
3608 LEAF	LEASE	\$ 159.00
3644 PAC-VAN	SECURITY CONTAINER + IL.TAX	\$ 1,912.50
3645 JACOB BENZ	REIMB.LIFEQUARD COURSE	\$ 315.00
3647 SOUTHEAST IOWA GARAGE DOOR	PARTS/LABOR BRIDGE GARAGE DOOR	\$ 3,245.75
3648 J. BARNES CONCRETE CO.	CONCRETE PAD @ SHELTER	\$ 2,400.00
3649 WORLDPOINT ECC, INC.	TRAINING AIDS FIRE DEPT.	\$ 287.38

REGISTER NO. 4867

3650 HANCOCK COUNTY SHERIFF	FILING FEES	\$ 57.00
3651 RIVERFRONT BROADCASTING	4TH OF JULY AD	\$ 87.29
3652 SCOTT CRAMBILT	RIVER FRONT CAMPING REFUND	\$ 122.00
3653 TASER INTERNATIONAL	TASERS,HOLSTERS,BATTERY PACKS	\$ 12,576.54
3654 I + S GROUP	PROFESSIONAL SERVICES	\$ 5,750.00

\$ 687,721.73