

**AGENDA**  
**COUNCIL WORKSHOP**  
**August 17, 2017**  
**5:30 P.M.**

- (1) Review council meeting agenda.
- (2) Update from Amjet.
- (3) Discussion on Downtown Music Venues.

**AGENDA**  
**CITY COUNCIL MEETING**  
**August 17, 2017**  
**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 August 3, 2017;
  - Receive Council Reports;
  - Renewal Liquor license – Meyers Courtyard, 629 Blondeau, effective August 27, 2017 - Class C Liquor License;
  - West K Mart, 707 Palean Street, effective September 1, 2017, Class E Liquor License with Sunday Sales;
  - Appointment of Mike Hickey to the SIREPA board of directors, term to expire August 17, 2021;
  - Re-appointment of Mike Dunn to the SIREPA board of directors, term to expire August 17, 2020;
  - Appointment of Susan Rogers to the Historic Preservation Commission, term to expire September 19, 2020;
  - Motion to pay the bills and transfers listed within Register No.'s 4945-4947;
7. (a) Discussion on Unitarian Church demolition.  
  
(b) Consider resolution to approve a bid for demolition of the Unitarian Church.
8. Motion to approve a contract for RLF administration with SEIRPC.
9. (a) Public hearing to amend the Keokuk Municipal Zoning Code, Chapter 20.60, Height and Area Regulations and Chapter 20.68 Special Uses, concerning the height and plan review of Public utility distribution, transmission lines and facilities.  
  
(b) Consider resolution to approve the initial reading of Ordinance No. 1974 amending the Keokuk Municipal Zoning Code, Chapter 20.60, Height and Area Regulations and Chapter 20.68 Special Uses, concerning the height and plan review of Public utility distribution, transmission lines and facilities.
10. (a) Public hearing pertaining to the proposals for contracting the movement of the barge currently located in Davenport to Keokuk.  
  
(b) Consider resolution approving proposal for the movement of the barge currently located in Davenport to Keokuk.

11. Consider resolution successfully completing the 5<sup>th</sup> Street Parking lot and Rand Park Permeable Paver project by D & L Excavating of Liberty, Illinois in the amount of \$ 883,739.01.
12. Consider resolution setting a public hearing for 6:30 p.m., September 7, 2017 in the City Council Chambers, 415 Blondeau Street, for disposal of City property in the Joyce Subdivision.
13. Consider resolution to review and approve the Task Order #6 with HNTB under the terms and conditions established in the master agreement for professional services dated December 4, 2009.
14. Committee Reports (Reports from council representatives).
15. New Business:
16. Adjourn meeting.

**MINUTES**  
**CITY COUNCIL MEETING**  
**August 3, 2017**  
**6:30 P.M.**

The City Council of the City of Keokuk met in regular session on August 3, 2017 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street. In the absence of Mayor Thomas D. Marion, Mayor Pro-Tem Susan Dunek called the meeting to order. There were eight council members present, one absent: Mike O'Connor, Mike Moore, Dan Winn, John Helenthal, Larry Mortimer, Sandy Pollitt, and Roger Bryant. Ron Payne was absent. Staff in attendance: City Administrator Aaron Burnett, City Clerk Jean Ludwig, Public Works Director Mark Boussetot, Code Enforcement Officer Kathie Mahoney, and Fire Chief Gabe Rose.

**MAYOR'S CORRESPONDENCE:** Sister Cities group from Japan has been in Keokuk this week and received a warm welcome. Saturday, August 12 will be the free back to school event at Trinity Methodist Church. Thanks was given to GRP for their summer youth theater program.

**CITIZEN'S REQUEST:** Tom Trandell of 905 Bank, and a member of the Historical Preservation Commission, spoke to the Council of his displeasure regarding the way the City handles disposal and demolition of historical properties.

Chuck Mitchell of 126 Concert spoke about the Unitarian Church. He feels it's up to citizens of Keokuk to save the church, not outside sources. He provided the Council with a service agreement regarding patching of the roof.

Motion made by Helenthal and seconded by O'Connor to amend the location of a street light in Item No. 5 on the consent agenda to read the "intersection of E and Ash Streets."  
(8) AYES, (0) NAYS motion carried.

Motion made by O'Connor and seconded by Moore to approve the amended consent agenda.  
(8) AYES, (0) NAYS motion carried.

**CONSENT AGENDA:**

- Minutes of the regular City Council meeting of July 20, 2017;
- Receive Council Reports;
- Renewal Liquor license – **RES. NO. 297-17** Harrington Lounge, Inc., 18 S. 5<sup>th</sup> Street, effective August 22, 2017 - Class C Liquor License with Sunday Sales;
- **RES. NO. 298-17** Boozy Scoop, LLC, Victory Park, effective August 19, 2017, Class B Beer (Includes Wine Coolers);
- **RES. NO. 299-17** Consider resolution to install a Street light at the intersection of E and Ash Street;

- **RES. NO. 300-17** Consider resolution authorizing a 99-Year lease to the Keokuk Saddle Club;
- Resignation of Peter Pflug from the Park & Recreation Advisory Board effective immediately;
- Motion to pay the bills and transfers listed within Register No.'s 4942-4944;

Mayor Pro-Tem Susan Dunek opened the public hearing pertaining to the sale and disposal of 728 Fulton, Keokuk, Lee County, Iowa at 7:00 p.m. A public hearing notice was published in the Daily Gate City on July 26, 2017.

**COMMENTS:** Burnett said this is a proposal from Annie Mills. She plans on making many improvements like correcting the issues with the sewer, HVAC, and electrical. The City would require a development agreement to ensure the improvements are made.

Mayor Pro-Tem Susan Dunek closed the hearing at 7:02 p.m. and the following proposed resolution was adopted.

Motion made by Bryant, Second by Helenthal to approve the following proposed **RESOLUTION NO. 301-17:** "A RESOLUTION PERTAINING TO THE SALE AND DISPOSAL OF 728 FULTON, KEOKUK, LEE COUNTY, IOWA."  
(8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Mortimer to approve the following proposed **RESOLUTION NO. 302-17:** "A RESOLUTION TO REVIEW AND APPROVE AUTHORIZING THE MAYOR TO EXECUTE GRANT #3-19-0050-021-2017 WITH THE FAA FOR REMOVAL OF AIR SPACE OBSTRUCTION IN AN AMOUNT OF \$ 381,757.50." (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Winn to approve the following proposed **RESOLUTION NO. 303-17:** "A RESOLUTION SETTING A PUBLIC HEARING FOR 6:30 P.M., AUGUST 17, 2017 IN THE CITY COUNCIL CHAMBERS, 415 BLONDEAU STREET, TO AMEND THE KEOKUK MUNICIPAL ZONING CODE, CHAPTER 20.60, HEIGHT AND AREA REGULATIONS AND CHAPTER 20.68 SPECIAL USES, CONCERNING THE HEIGHT AND PLAN REVIEW OF PUBLIC UTILITY DISTRIBUTION, TRANSMISSION LINES AND FACILITIES AND PROPER NOTICES BE PUBLISHED." (8) AYES, (0) NAYS motion carried.

Motion made by Pollitt, Second by Helenthal to approve the following proposed **RESOLUTION NO. 304-17:** "A RESOLUTION SETTING A PUBLIC HEARING FOR 6:30 P.M., AUGUST 17, 2017 IN THE CITY COUNCIL CHAMBERS, 415 BLONDEAU STREET, PERTAINING TO THE PROPOSALS FOR CONTRACTING THE MOVEMENT OF THE BARGE CURRENTLY LOCATED IN DAVENPORT TO KEOKUK." (8) AYES, (0) NAYS motion carried.

Motion made by Bryant, Second by Helenthal to approve the following proposed **RESOLUTION NO. 305-17**: “A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE STATE OF IOWA FOR TRANSPORTATION SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDS FOR TRAFFIC CONTROL DEVICES AT THE INTERSECTIN OF HIGHWAY 218 AND 2<sup>ND</sup> STREET ON BEHALF OF THE CITY OF KEOKUK.” (8) AYES, (0) NAYS motion carried.

Motion made by Helenthal, Second by Pollitt to approve the following proposed **RESOLUTION NO. 306-17**: “A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE STATE OF IOWA FOR TRANSPORTATION SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDS FOR TRAFFIC CONTROL DEVICES AND WIDEN OUT THE RADIUS RETURNS ON SOUTH 7<sup>TH</sup> STREET AT THE INTERSECTION OF HIGHWAY 218 AND 7<sup>TH</sup> STREET ON BEHALF OF THE CITY OF KEOKUK.” (8) AYES, (0) NAYS motion carried.

Motion made by Pollitt, Second by Bryant to approve the following proposed **RESOLUTION NO. 307-17**: “A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE STATE OF IOWA FOR TRANSPORTATION SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDS FOR TRAFFIC CONTROL DEVICES AT THE INTERSECTIONS OF HIGHWAY 218 AND 13<sup>TH</sup> STREET AND HIGHWAY 218 AND 14<sup>TH</sup> STREET ON BEHALF OF THE CITY OF KEOKUK.”

(8) AYES, (0) NAYS motion carried.

A motion was made by Winn and seconded by Helenthal to enter into closed session at 7:14 p.m. (8) AYES, (0) NAYS motion carried.

A motion was made by Helenthal and seconded by Moore to return to open session at 7:32 p.m. (8) AYES, (0) NAYS motion carried.

**COMMITTEE REPORTS:** Burnett reported that the Historical Preservation Commission is functioning again, and had its first meeting August 2. They elected a chairperson and will move forward.

**NEW BUSINESS:** Burnett said there will be a dog swim at the Aquatic Center on September 5, the day after the pool closes for the season. Animal Control Officer Tom Crew is working with the pool manager and public works director to facilitate the fundraising event. Afterwards, the pool will be drained and the system flushed.

Motion to adjourn the meeting made by Mortimer and seconded by Moore.

(8) AYES, (0) NAYS motion carried.

Meeting adjourned at 7:40 p.m.

**BUDGET REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE ADMINISTRATION TOTAL	1,346,731.00	48,947.87	150,122.24	11.15	1,196,608.76
	POLICE UNION TOTAL	1,097,766.00	37,113.15	125,243.93	11.41	972,522.07
	POLICE COMMUNICATIONS TOTAL	56,131.00	2,097.91	6,467.93	11.52	49,663.07
	POLICE RECORDS TOTAL	101,381.00	3,817.91	11,701.70	11.54	89,679.30
	LEE CO NAR TASK FORCE TOTAL	87,627.00	3,594.08	11,409.12	13.02	76,217.88
	GTSB SAFETY GRANT TOTAL	5,058.00	.00	216.92	4.29	4,841.08
	COPS IN SCHOOLS TOTAL	.00	.00	.00	.00	.00
	FLOOD CONTROL TOTAL	31,450.00	5,308.57	6,165.92	19.61	25,284.08
	FIRE ADMINISTRATION TOTAL	1,051,453.00	32,271.20	70,185.65	6.68	981,267.35
	FIRE PROTECTION TOTAL	1,350,080.00	49,588.93	158,210.91	11.72	1,191,869.09
	EMERGENCY CORP TOTAL	6,225.00	299.62	549.55	8.83	5,675.45
	FIRE EQUIPMENT RESERVE TOTAL	.00	.00	.00	.00	.00
	FIRE TRAINING GRANT TOTAL	.00	.00	.00	.00	.00
	EMERGENCY CORP TOTAL	.00	.00	.00	.00	.00
	HOUSING TOTAL	611,440.00	13,703.75	22,833.58	3.73	588,606.42
	ANIMAL CONTROL TOTAL	129,938.00	5,955.70	15,637.63	12.03	114,300.37
	<b>PUBLIC SAFETY TOTAL</b>	<b>5,875,280.00</b>	<b>202,698.69</b>	<b>578,745.08</b>	<b>9.85</b>	<b>5,296,534.92</b>
	STREETS/ROADWAYS TOTAL	.00	.00	.00	.00	.00
	ROADWAY MAINTENANCE/RUT TOTAL	670,712.00	44,524.21	95,106.00	14.18	575,606.00
	STREET LIGHTING TOTAL	217,000.00	11,655.63	12,022.65	5.54	204,977.35
	TRAFFIC LIGHTS TOTAL	28,000.00	5,804.60	80,758.24	288.42	52,758.24
	SNOW REMOVAL TOTAL	92,770.00	.00	823.00	.89	91,947.00
	STREET CLEANING TOTAL	38,920.00	356.70	2,309.82	5.93	36,610.18
	AIRPORT TOTAL	100,463.00	7,188.44	17,913.02	17.83	82,549.98
	BULK FUEL TOTAL	79,950.00	5,603.31	9,026.42	11.29	70,923.58
	VEHICLE MAINTENANCE TOTAL	234,804.00	8,050.88	27,534.24	11.73	207,269.76
	GENERAL MAINTENANCE TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS EQUIP RES TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS ADMINISTRA TOTAL	349,842.00	10,685.80	35,393.42	10.12	314,448.58
	<b>PUBLIC WORKS TOTAL</b>	<b>1,812,461.00</b>	<b>93,869.57</b>	<b>280,886.81</b>	<b>15.50</b>	<b>1,531,574.19</b>
	LIBRARY TOTAL	522,751.00	21,929.27	57,999.44	11.10	464,751.56
	LIBRARY COUNTY TOTAL	8,817.00	.00	.00	.00	8,817.00
	LIBRARY GRANTS TOTAL	.00	.00	.00	.00	.00
	LIBRARY TRUST FUND TOTAL	.00	177.79	177.79	.00	177.79
	RIVER MUSEUM TOTAL	13,938.00	1,285.03	4,041.17	28.99	9,896.83
	GRAND THEATRE TOTAL	84,350.00	2,025.26	4,343.48	5.15	80,006.52
	GRAND THEATRE RESERVE TOTAL	.00	.00	.00	.00	.00
	UNION DEPOT TOTAL	7,900.00	320.48	596.75	7.55	7,303.25
	HISTORIC PRESERVATION COM TOTA	.00	.00	.00	.00	.00
	PARKS TOTAL	316,572.00	54,860.17	107,569.82	33.98	209,002.18
	MARY E TOLMIE FUND TOTAL	.00	.00	.00	.00	.00
	PARK MAINT & IMPROV RESER TOTA	.00	.00	.00	.00	.00
	JOYCE PARK TOTAL	.00	.00	.00	.00	.00
	SWIMMING POOL TOTAL	130,529.00	17,434.09	48,028.60	36.80	82,500.40
	RED CROSS TOTAL	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SWIMMING POOL RESERVE TOTAL	.00	.00	.00	.00	.00
	CEMETERY TOTAL	290,498.00	9,008.93	26,405.67	9.09	264,092.33
	PERPETUAL CARE TOTAL	.00	.00	.00	.00	.00
	HOTEL/MOTEL TAX TOTAL	210,000.00	50,350.00	90,350.00	43.02	119,650.00
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>1,585,355.00</b>	<b>157,391.02</b>	<b>339,512.72</b>	<b>21.42</b>	<b>1,245,842.28</b>
	RBEG GRANT TOTAL	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	.00	.00	81.40	.00	81.40-
	GENERAL ECONOMIC DEVELOP TOTA	.00	.00	60,000.00	.00	60,000.00-
	LHAP GRANT TOTAL	.00	.00	.00	.00	.00
	TARGETED JOBS TAX CREDIT TOTA	.00	85,011.54	85,011.54	.00	85,011.54-
	IFA PROJECT-BASED HOUSING TOTA	.00	.00	.00	.00	.00
	LOW & MODERATE INCOME TOTAL	.00	.00	.00	.00	.00
	BUILDING/ZONING TOTAL	163,495.00	4,390.14	21,775.46	13.32	141,719.54
	FERRO-SIL BUILDING TOTAL	2,550.00	11,654.72	31,916.98	1,251.65	29,366.98-
	TWIN RIVERS TIF TOTAL	.00	.00	.00	.00	.00
	<b>COMMUNITY &amp; ECO DEVELOPMT TOTA</b>	<b>166,045.00</b>	<b>101,056.40</b>	<b>198,785.38</b>	<b>119.72</b>	<b>32,740.38-</b>
	MAYOR, COUNCIL, CLERK ADM TOTA	609,164.00	29,928.55	78,104.96	12.82	531,059.04
	DATA PROCESSING TOTAL	19,500.00	175.00	350.00	1.79	19,150.00
	CONTINGENCY TOTAL	.00	.00	.00	.00	.00
	ELECTIONS TOTAL	12,000.00	.00	.00	.00	12,000.00
	CITY ATTORNEY TOTAL	5,000.00	7,780.00	12,320.00	246.40	7,320.00-
	MUNICIPAL BUILDING TOTAL	165,300.00	2,084.16	3,392.73	2.05	161,907.27
	GENERAL INSURANCE TOTAL	125,000.00	4,500.00	4,500.00	3.60	120,500.00
	10% SALES TAX/HUMAN DEVEL TOTA	.00	.00	.00	.00	.00
	PUBLIC SERVICE TV TOTAL	1,659.00	.00	163.57	9.86	1,495.43
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>937,623.00</b>	<b>44,467.71</b>	<b>98,831.26</b>	<b>10.54</b>	<b>838,791.74</b>
	DEBT SERV/2016B TOTAL	403,740.00	.00	.00	.00	403,740.00
	DEBT SERVICE TOTAL	318,000.00	.00	.00	.00	318,000.00
	DEBT SERVICE-2009A SEWER TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-13D Grand Av TOTA	268,100.00	.00	.00	.00	268,100.00
	DEBT SERVICE -12 GO BONDS TOTA	100,024.00	.00	.00	.00	100,024.00
	DEBT SERVICE-2013B Refi06 TOTA	232,935.00	.00	.00	.00	232,935.00
	DEBT SERVICE-HAMPTON INN TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-2013A Fire E TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-09 GO BONDS TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-2013C Aquati TOTA	284,875.00	.00	.00	.00	284,875.00
	DEBT SERV/2009D/2010 TOTAL	.00	.00	.00	.00	.00
	DEBT SERV/2016A TOTAL	295,922.00	.00	.00	.00	295,922.00
	Floodwall TIF TOTAL	.00	.00	.00	.00	.00
	River Hills TIF TOTAL	.00	.00	.00	.00	.00
	KEO SENIOR HOUSING TIF TOTAL	.00	.00	.00	.00	.00
	TWIN RIVERS TIF TOTAL	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	HAMPTON INN TIF TOTAL	.00	.00	.00	.00	.00
	DOWNTOWN URBAN RENEW TIF TOTA	.00	16,741.00	16,741.00	.00	16,741.00-
	DEBT SERVICE TOTAL	1,903,596.00	16,741.00	16,741.00	.88	1,886,855.00
	Floodwall Repair TOTAL	.00	.00	.00	.00	.00
	02 SIDEWALK PROGRAM TOTAL	.00	1,325.50	1,325.50	.00	1,325.50-
	04 CURB & GUTTER TOTAL	.00	.00	.00	.00	.00
	03 ACCESS IMPROV/ADA TOTAL	.00	.00	.00	.00	.00
	GRAND AVE STREET PROJECT TOTA	.00	.00	.00	.00	.00
	12 YEAR STREET PROGRAM TOTAL	500,000.00	160,308.08	522,301.16	104.46	22,301.16-
	TOTAL	.00	.00	.00	.00	.00
	AIRPORT REHAB TOTAL	.00	.00	.00	.00	.00
	AIRPORT-FFA #18 RUNWAY TOTAL	.00	.00	.00	.00	.00
	AIRPORT-RUNWAY GRANT #17 TOTA	.00	.00	.00	.00	.00
	AIRPORT-FAA GRANT AIP#19 TOTA	.00	22,098.56	28,177.91	.00	28,177.91-
	CAP PROJECT-MISSOURI AVE TOTA	.00	.00	.00	.00	.00
	CAP PROJ-RAND PARK BLUFF TOTA	.00	.00	.00	.00	.00
	RIVER MUSEUM PROJECT TOTAL	.00	.00	.00	.00	.00
	CEMETERY STREE PROJECT TOTAL	.00	.00	.00	.00	.00
	AQUATIC CENTER TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	500,000.00	183,732.14	551,804.57	110.36	51,804.57-
	WPC MAINTENANCE & OPERATI TOTA	2,415,378.00	128,647.00	283,350.72	11.73	2,132,027.28
	INDUSTRIAL PRETREATMENT TOTAL	.00	.00	.00	.00	.00
	SANITARY SEWER MAINTENANC TOTA	1,547,492.00	21,066.79	71,918.33	4.65	1,475,573.67
	CAP PROJ-LIFT STATIONS TOTAL	750,000.00	.00	.00	.00	750,000.00
	STORM SEWER SEPARATION TOTAL	.00	2,413.60	5,741.85	.00	5,741.85-
	GRIT BASIN PROJECT TOTAL	.00	.00	.00	.00	.00
	REFUSE COLLECTION TOTAL	772,476.00	28,779.52	85,841.63	11.11	686,634.37
	LEACHATE CONTROL TOTAL	50,000.00	790.66	28,860.59	57.72	21,139.41
	MUNICIPAL BRIDGE TOTAL	451,360.00	16,744.42	62,492.01	13.85	388,867.99
	CAP EQUIP/RESV-MUN BRIDGE TOTA	.00	.00	.00	.00	.00
	REGIONAL TRANSIT TOTAL	.00	.00	2,125.00	.00	2,125.00-
	NON-PROGRAM GENERAL REV TOTAL	.00	47,125.76	95,596.84	.00	95,596.84-
	ENTERPRISE TOTAL	5,986,706.00	245,567.75	635,926.97	10.62	5,350,779.03
	TOTAL	.00	.00	.00	.00	.00
	TRANSFERS TOTAL	5,820,444.00	.00	.00	.00	5,820,444.00
	TRANSFER TOTAL	.00	.00	.00	.00	.00
	NON-PROGRAM GENERAL REV TOTAL	.00	.00	.00	.00	.00
	TRANSFER OUT TOTAL	5,820,444.00	.00	.00	.00	5,820,444.00

**BUDGET REPORT**  
CALENDAR 8/2017, FISCAL 2/2018

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TOTAL ALL FUNCTIONS	<u>24,587,510.00</u>	<u>1,045,524.28</u>	<u>2,701,233.79</u>	<u>10.99</u>	<u>21,886,276.21</u>

**BUDGET REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	9,339,558.00	460,680.92	1,224,386.35	13.11	8,115,171.65
	ROAD USE TAX TOTAL	1,037,206.00	52,931.79	125,773.06	12.13	911,432.94
	EMPLOYEE BENEFITS TOTAL	1,900,000.00	.00	.00	.00	1,900,000.00
	EMERGENCY TAX LEVY FUND TOTAL	85,190.00	.00	.00	.00	85,190.00
	SALES TAX - HUMAN DEV TOTAL	140,000.00	.00	.00	.00	140,000.00
	SALES TAX - INFRASTRUCTUR TOTA	1,000,000.00	.00	.00	.00	1,000,000.00
	50% SALES TAX-PROP TAX RE TOTA	1,495,000.00	.00	.00	.00	1,495,000.00
	TAX INCREMENT FINANCING TOTAL	1,200,254.00	16,741.00	16,741.00	1.39	1,183,513.00
	ECONOMIC DEVELOPMENT TOTAL	.00	85,011.54	145,092.94	.00	145,092.94-
	SWIM POOL RESERVE TOTAL	.00	.00	.00	.00	.00
	GRAND THEATRE RESERVE TOTAL	.00	.00	.00	.00	.00
	MARY E TOLMIE FUND TOTAL	.00	.00	.00	.00	.00
	PARK MAINT & IMPROV RESER TOTA	.00	.00	.00	.00	.00
	LIBRARY TRUST FUNDS TOTAL	.00	859.14	1,508.90	.00	1,508.90-
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,903,596.00	.00	.00	.00	1,903,596.00
	CAPITAL PROJECTS TOTAL	500,000.00	183,732.14	551,804.57	110.36	51,804.57-

**BUDGET REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	RIVERFRONT BARGE PROJECT TOTA	.00	.00	.00	.00	.00
	NON-EXPENDABLE TRUST FUND TOTA	.00	.00	.00	.00	.00
	WPC MAINT & OPERATION TOTAL	3,223,370.00	149,713.79	355,269.05	11.02	2,868,100.95
	WATER POL CONTROL RESERVE TOTA	237,000.00	.00	.00	.00	237,000.00
	SEWER MAINTENANCE RESERVE TOTA	252,500.00	.00	.00	.00	252,500.00
	WATER POL CONTR CAP PROJ TOTA	.00	.00	.00	.00	.00
	SEWER IMPROVEMENT RESERVE TOTA	1,000,000.00	2,413.60	5,741.85	.57	994,258.15
	CDBG SWR POINT REPAIR PRJ TOTA	.00	.00	.00	.00	.00
	SOLID WASTE FUND TOTAL	822,476.00	29,570.18	114,702.22	13.95	707,773.78
	SOL WAS EQUIP REPLACE RES TOTA	.00	.00	.00	.00	.00
	CAP PROJ-REMEDIAL ACTION TOTA	.00	.00	.00	.00	.00
	MUNICIPAL BRIDGE TOTAL	451,360.00	16,744.42	64,617.01	14.32	386,742.99
	INTERNAL SERVICE FUND TOTAL	.00	47,125.76	95,596.84	.00	95,596.84-
	<b>TOTAL EXPENSES BY FUND</b>	<b>24,587,510.00</b>	<b>1,045,524.28</b>	<b>2,701,233.79</b>	<b>10.99</b>	<b>21,886,276.21</b>

**REVENUE REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	8,974,731.00	64,883.42	242,501.24	2.70	8,732,229.76
	ROAD USE TAX TOTAL	1,250,000.00	.00	139,663.29	11.17	1,110,336.71
	EMPLOYEE BENEFITS TOTAL	1,966,905.00	.00	40,600.62	2.06	1,926,304.38
	EMERGENCY TAX LEVY FUND TOTAL	85,190.00	.00	1,655.43	1.94	83,534.57
	SALES TAX - HUMAN DEV TOTAL	140,000.00	.00	10,535.44	7.53	129,464.56
	SALES TAX - INFRASTRUCTUR TOTA	550,000.00	.00	42,141.77	7.66	507,858.23
	50% SALES TAX-PROP TAX RE TOTA	770,000.00	.00	52,677.22	6.84	717,322.78
	TAX INCREMENT FINANCING TOTAL	1,269,916.00	.00	5,531.80	.44	1,264,384.20
	ECONOMIC DEVELOPMENT TOTAL	27,000.00	234.19	96,757.21	358.36	69,757.21-
	SWIM POOL RESERVE TOTAL	.00	.00	.00	.00	.00
	GRAND THEATRE RESERVE TOTAL	.00	.00	.00	.00	.00
	MARY E TOLMIE FUND TOTAL	.00	.00	.00	.00	.00
	PARK MAINT & IMPROV RESER TOTA	5,000.00	50.00	9,750.00	195.00	4,750.00-
	LIBRARY TRUST FUNDS TOTAL	.00	6,092.71	6,223.74	.00	6,223.74-
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,931,004.00	.00	9,113.63	.47	1,921,890.37
	CAPITAL PROJECTS TOTAL	.00	109,492.51	470,085.88	.00	470,085.88-

**REVENUE REPORT**  
**CALENDAR 8/2017, FISCAL 2/2018**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	RIVERFRONT BARGE PROJECT TOTA	.00	.00	.00	.00	.00
	NON-EXPENDABLE TRUST FUND TOTA	3,000.00	600.00	900.00	30.00	2,100.00
	WPC MAINT & OPERATION TOTAL	4,539,300.00	167,719.69	331,111.02	7.29	4,208,188.98
	WATER POL CONTROL RESERVE TOTA	400.00	.00	.00	.00	400.00
	SEWER MAINTENANCE RESERVE TOTA	.00	.00	.00	.00	.00
	WATER POL CONTR CAP PROJ TOTA	.00	.00	.00	.00	.00
	SEWER IMPROVEMENT RESERVE TOTA	.00	.00	.00	.00	.00
	CDBG SWR POINT REPAIR PRJ TOTA	.00	.00	.00	.00	.00
	SOLID WASTE FUND TOTAL	761,000.00	54,542.31	54,542.31	7.17	706,457.69
	SOL WAS EQUIP REPLACE RES TOTA	.00	.00	.00	.00	.00
	CAP PROJ-REMEDIAL ACTION TOTA	.00	.00	.00	.00	.00
	MUNICIPAL BRIDGE TOTAL	430,000.00	17,977.00	34,393.00	8.00	395,607.00
	INTERNAL SERVICE FUND TOTAL	485,000.00	14,751.12	63,474.65	13.09	421,525.35
	<b>TOTAL REVENUES</b>	<b>23,188,446.00</b>	<b>436,342.95</b>	<b>1,611,658.25</b>	<b>6.95</b>	<b>21,576,787.75</b>

**RESOLUTION NO.**

**WHEREAS**, Application has been made by Meyers Restaurant and Catering, for a Class C Liquor License for Meyers Courtyard, 629 Blondeau Street; **AND**

**WHEREAS**, such an investigation has been conducted.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:**

**THAT**, Meyers Restaurant and Catering has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License for Meyers Courtyard, 629 Blondeau Street, effective August 27, 2017 be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 17<sup>th</sup> day of August, 2017.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST: \_\_\_\_\_

JEAN LUDWIG, CITY CLERK

**RESOLUTION NO.**

**WHEREAS**, Application has been made by West K Mart LLC, for a Class E Liquor License with Sunday Sales for West K Mart LLC, 707 Palean Street; **AND**

**WHEREAS**, such an investigation has been conducted.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:**

**THAT**, West K Mart LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Liquor License with Sunday Sales for West K Mart LLC, 707 Palean Street, effective September 1, 2017 be approved and endorsed to the Iowa Alcoholic Beverage Division.

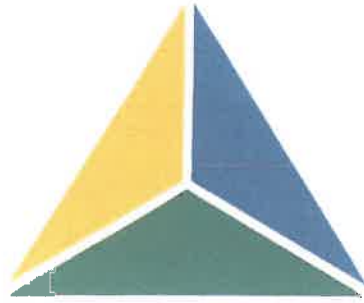
Passed this 17<sup>th</sup> day of August, 2017.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST: \_\_\_\_\_

JEAN LUDWIG, CITY CLERK



# SIREPA

## SOUTHEAST IOWA REGIONAL ECONOMIC & PORT AUTHORITY

[www.sirepa.com](http://www.sirepa.com)

211 N Gear Ave, Suite 100, West Burlington, Iowa 52655  
319.753.4310

July 19, 2017

Mayor Tom Marion  
City of Keokuk  
415 Blondeau Street  
Keokuk, IA 52632

RE: Appointment to the SIREPA board of directors

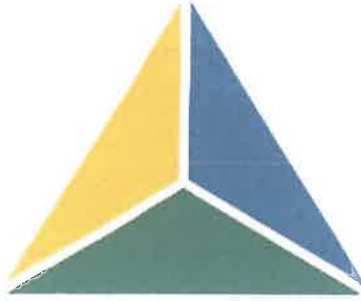
Dear Mayor:

Keokuk has the ability to appoint two members to the SIREPA board of directors. Presently, Mike Dunn serves for Keokuk. Jim Hanks was most recently appointed to the board, but retired and moved out of the area. Thus, Mr. Hanks is no longer able to serve SIREPA.

Allow me to submit Mike Hickey for your consideration as a board member. Mr. Hickey was recommended by Mike Dunn, present SIREPA board member. I have visited with Mr. Hickey about SIREPA's strategic plan, abilities, history and potential future projects.

He seems to hold a keen interest in the organization and in the general development of Keokuk, Lee County and southeast Iowa.

I believe all that is needed to appoint Mr. Hickey to the SIREPA board is an approved council resolution. Please contact me at your earliest convenience if you have questions, concerns or comments.



# SIREPA

SOUTHEAST IOWA REGIONAL  
ECONOMIC & PORT AUTHORITY

[www.sirepa.com](http://www.sirepa.com)

211 N Gear Ave, Suite 100, West Burlington, Iowa 52655  
319.753.4310

Page 2

Sincerely,

A handwritten signature in black ink that reads "Mike Norris". The signature is fluid and cursive.

Mike Norris  
SEIRPC Executive Director  
SIREPA Administrator

CC: Aaron Burnett, City Administrator



# SIREPA

SOUTHEAST IOWA REGIONAL  
ECONOMIC & PORT AUTHORITY

[www.sirepa.com](http://www.sirepa.com)

211 N Gear Ave, Suite 100, West Burlington, Iowa 52655  
319.753.4310

August 16, 2017

Mayor Tom Marion  
City of Keokuk  
415 Blondeau Street  
Keokuk, IA 52632

RE: Re-appointment to the SIREPA board of directors

Dear Mayor:

Keokuk has the ability to appoint two members to the SIREPA board of directors. Presently, Mike Dunn serves for Keokuk, but his four-year term has expired. Mr. Dunn has interest to continue serving on the board.

I believe all that is needed to appoint Mr. Dunn to the SIREPA board is an approved council resolution. Please contact me at your earliest convenience if you have questions, concerns or comments.

Sincerely,

Mike Norris  
SEIRPC Executive Director  
SIREPA Administrator

CC: Aaron Burnett, City Administrator

**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 AUGUST 17, 2017.**

**REGISTER NO. 4945**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$1,659.00
BARCO MUNICIPAL PRODUCTS, INC.	SIGNS/FREIGHT	\$137.79
KEOKUK MUNICIPAL WATER WORKS	POOL SAMPLES/MONTHLY BILLING	\$1,895.00
GATE CITY PUBLISHING	PUBLICATIONS	\$839.44
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$372.50
GRAY QUARRIES, INC	ROADROCK	\$70.73
JIM BAIER, INC	PARTS	\$398.07
HARTRICK'S LUMBER	SUPPLIES	\$356.04
ERIC E. SUTER	LABOR/ALARMS	\$65.00
RIVER CITY PARTS, INC.	PARTS	\$113.98
LAWSON PRODUCTS, INC.	SUPPLIES	\$35.50
J & S ELECTRONICS BUSINESS, INC	MAINTENANCE AGREEMENT	\$100.74
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$107.11
IDEAL READY MIX COMPANY, INC	CONCRETE/HAUL	\$1,325.50
KEYSTONE LABORATORIES, INC.	ADM PRETREATMENT	\$1,028.60
MEYERS DRIVEWAY & SEPTIC TANK	RENTAL/PORTABLE TOILETS	\$700.00
ELECTRONIC APPLICATIONS CO. INC	RADIO SUPPLIES	\$2,088.23
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$247.85
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$1,110.66
ALLIANT	ELECTRIC BILL	\$30,212.85
THE CARDBOARD BOX	UPS CHARGES	\$68.49
NEWBERRY, INC	TOWING	\$150.00
CENTURY LINK	SERVICE	\$1,908.90
PRINCIPAL LIFE GROUP	DISABILITY/ LIFE INS.	\$1,160.53
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$13,040.49
LEE COUNTY RECORDER/REGISTRAR	QUIT CLAIM DEED	\$17.00
MEYERS PLUMBING	PROPERTY MAINT.	\$993.78
PETTY CASH - FINANCE DEPARTMENT	PETTY CASH	\$200.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$36.43
RESERVE ACCOUNT	REFILL POSTAGE	\$500.00
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS	\$752.31
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$1,829.65
EWART'S FAB & CUSTOM CUTTING	LABOR/PARTS	\$3,400.00
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$649.56
THE ENGINE HOUSE	PARTS	\$11.77
GATE CITY SEED COMPANY	SUPPLIES	\$79.97
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$3,930.05
ENDERLE HEATING & A/C COMPANY	REPAIRS	\$66.48
W. L. MILLER COMPANY	ASPHALT	\$4,022.10
VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$2,413.60
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$219.60

**REGISTER NO. 4946**

PER MAR SECURITY SERVICES	SERVICE CALL/PARTS/LABOR	\$154.50
YOUNGGREN SHOES	SAFETY BOOTS	\$240.00
NIEMANN FOODS, INC./ACE	SUPPLIES	\$147.45
IOWA DEPT. OF NATURAL RESOURCE	NPDES ANNUAL FEE	\$1,275.00
IOWA PRISON INDUSTRIES	SUPPLIES/FREIGHT	\$6,481.20
CHEMSEARCH	SUPPLIES	\$429.63
U.S. CELLULAR	CELL PHONE SERVICE	\$517.66
FASTENAL COMPANY	PARTS/SUPPLIES	\$12.05
VISA	CARD SERVICES	\$391.40
KOHL WHOLESale	POOL CONCESSIONS	\$779.31
JAMES K. NEFF	LABOR/MATERIALS	\$962.36
POEPPING, STONE, BACH ASSOC.	SURVEYING	\$3,121.07
SIRCHIE FINGERPRINT	SUPPLIES	\$66.18
TRAVIS S. SCHULTE	CEMETERY LABOR	\$750.00
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$846.15
REECE'S HEATING & AIR	PARTS/LABOR	\$655.00
XEROX CORPORATION	LEASE AGREEMENT	\$305.12
WISS & WISS EQUIPMENT INC.	EQUIPMENT MAINT	\$225.99
WAL-MART COMMUNITY/GECRB	LIBRARY SUPPLIES	\$100.62
JERRY'S LOCKSMITH	SECURITY SERVICES	\$137.80
POLYDYNE, INC.	POLYMER - WPC	\$4,278.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$1,265.46
HNTB CORPORATION	ENGINEERING FEES	\$22,098.56
SCHIMBERG CO.	PARTS	\$29.68
MEDIACOM	SERVICES	\$238.75
LCL FARMS INC.	ROAD ROCK	\$985.79
SERVICEMASTER OF FT.MADISON	JANITORIAL SERVICE	\$429.92
MUNICIPAL EMERGENCY SERVICES	DUTY CLOTHING	\$523.50
HILL'S PET NUTRITION SALES,INC	SUPPLIES	\$165.50
CARPENTER UNIFORM CO.	UNIFORMS	\$102.60
WEIRATHER ENTERPRISES	LAWN MOWER PARTS	\$52.50
IMI EQUIPMENT, LLC	EQUIPMENT MAINTENANCE	\$474.11
LEXISNEXIS RISK SOLUTIONS	SERVICES	\$119.39
DIGITAL ALLY, INC.	SOFTWARE	\$995.00
KEVIN B. FEEHAN	VEGETATION CONTROL	\$7,670.00
QC ANALYTICAL SERVICES, LLC	TOTAL FECAL MPN	\$315.00
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE	\$178,217.74
ARNOLD REFRIGERATION, INC.	PARTS/LABOR	\$4,286.05
RAILROAD MANAGEMENT COMPANY	RAILROAD MANAGEMENT FEE	\$194.55
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$14.50
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$12.00
MIDWEST JANITORIAL SERVICE,INC	JANITORIAL SERVICE @ LIBRARY	\$1,061.94
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$256.76
MEYERS & JAMES	BOLLARD PAINTING	\$3,420.00
C.H. MCGUINNESS CO., INC.	LABOR/TRAVEL	\$857.00

**REGISTER NO. 4947**

TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$292.65
WEST CENTRAL FS INC.	OIL	\$1,394.96
KLINGNER & ASSOCIATES, P.C.	LANDFILL MONITORING	\$790.66
INTERSTATE BATTERIES OF	SUPPLIES	\$905.60
VERIZON WIRELESS	SERVICES	\$380.53
COMPUTER PROJECTS OF ILLINOIS,	SERVICES	\$40.00
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$757.20
ACCO	POOL CHEMICALS	\$1,970.80
PEPSI COLA MEMPHIS BOTTLING CO	POP FOR POOL CONCESSIONS	\$93.38
IDALS	LICENSE RENEWAL	\$150.00
IOWA LAW ENFORCEMENT ACADEMY	MMPI EVALUATION	\$300.00
RELIANT FIRE APPARATUS, INC.	SUPPLIES	\$34.63
KOHLMORGAN HAULING	SERVICES	\$24.45
CARL MORGAN	MOWING @ VARIOUS PROPERTIES	\$200.00
GREAT RIVER BUSINESS HEALTH	MEDICAL SERVICES	\$1,235.20
LIBERTY UTILITIES MIDSTATES	SERVICE	\$1,180.81
JUSTINA MORTIMER	REIMBURSE	\$54.85
V H BLACKINTON CO., INC.	REPAIR BADGE	\$10.00
JEAN LUDWIG	REIMBURSE	\$599.57
ARMSTRONG TRACTOR LLC	EQUIPMENT MAINT	\$112.05
MENKE PROFESSIONAL AUTO PARTS	PARTS	\$52.14
JIM DAVIDSON	MOWING @ VARIOUS PROPERTIES	\$400.00
THACHER TREE CARE	TREE REMOVAL	\$3,900.00
TRUELINE FIRE & SAFETY	SUPPLIES/FREIGHT	\$50.86
CINTAS CORPORATION #342	UNIFORMS	\$1,422.37
NORTH CEDAR SOUTH, LLC	RECYCLE FEES	\$40.00
LIGHTEDGE SOLUTIONS	MANAGED SECURITY	\$175.00
LEAF	SERVICES	\$159.00
MIDWEST VETERINARY SUPPLY, INC	KEOKUK ANIMAL SERVICES SUPPLY	\$53.32
RIVERFRONT BROADCASTING	ADVERTISING	\$15.00
KELTEK INC.	SUPPLIES	\$889.20
WILBUR L. QUINN JR.	MOWING @ VARIOUS PROPERTIES	\$360.00
ICONNECTYOU	SERVICES	\$250.00
UNITED SYSTEMS, INC.	REPAIRS	\$142.50
TREETOP PRODUCTS CONSOLIDATED	PICNIC TABLES	\$4,816.15
FP MAILING SOLUTIONS	LIBRARY METER	\$80.85
MT. PLEASANT CORRECTIONAL FAC	SERVICES	\$285.00
DANIELS, LONG & PINSEL, LLC	PROFESSIONAL SERVICES	\$4,780.00
MIDWEST INDUSTRIAL SERVICES	SERVICES	\$9,555.00
TIM'S REPAIR SHOP	REPAIRS	\$40.14
LAKE COOPER FOUNDATION	HOTEL/MOTEL SUPPORT 2017	\$5,000.00

\$366,971.96









211 N. Gear Avenue, Suite 100  
West Burlington, Iowa 52655

Tel: 319.753.5107  
Fax: 319.754.4763  
Website: [www.seirpc.com](http://www.seirpc.com)

August 8, 2017

City of Keokuk  
Attn. Aaron Burnett  
415 Blondeau St.  
Keokuk, IA 52632

Aaron,

Enclosed please find a new contract for RLF services. The current contract (14-439) includes a clause calling for a three percent (3%) increase each year. This new contract keeps the fees the same and does not reflect annual increases. Hopefully this will provide some stability in your budgeting.

As always, if you have any questions or would like additional information, feel free to contact me.

Sincerely,

Jeff Hanan  
Assistant Director  
SEIRPC  
[jhanan@seirpc.com](mailto:jhanan@seirpc.com)  
319-753-4316



# CONTRACT #18-529

<p style="text-align: center;"><b>SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF KEOKUK, IOWA</b></p>
---

THE CITY OF KEOKUK, IOWA hereinafter referred to as KEOKUK has contracted with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake said administration of the City's Revolving Loan Fund dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

## SECTION 1. Scope of Services

SEIRPC will provide the following services:

1. SEIRPC shall maintain RLF funds in a separate checking account and use standard accounting procedures to keep accurate records.
2. SEIRPC shall convene and maintain a RLF loan review committee and prepare all materials necessary for meetings.
3. SEIRPC shall work with prospective loan applicants and develop loan applications for presentation to the loan review committee.
4. SEIRPC will complete all other tasks necessary for the administration, accounting, and implementation of the RLF program.

# CONTRACT #18-529

## SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall continue annually thereafter unless written notice is received from the City or submitted by SEIRPC to end the contract.

## SECTION 3. Method of Payment

Total payment to SEIRPC shall be in accordance with the terms and conditions contained within the grant award document received and approved by the City of Keokuk. The fee shall be \$6,149, each year.

Payment procedures will consist of an invoice submitted to Keokuk, with an accounting of interest received, which will be subtracted from the total contract amount. The net amount will equal the contract amount minus the interest received in a fiscal year. In the event that the interest income earned that year is not sufficient for total reimbursement, the balance will be paid to SEIRPC by Keokuk.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to Keokuk along with all actual unreimbursed expenses.

## SECTION 4. Personnel

SEIRPC represents that it has, or will acquire, all personnel necessary to perform the services under this contract.

## SECTION 5. Property

SEIRPC shall be free to acquire or use existing property, real or personal, as it deems necessary to perform its services under this agreement.

## SECTION 6. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the State Auditor, the General Accounting Office, all financial and administrative records for their examination.

## SECTION 7. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and Keokuk shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 214) as required by 24 CFR 576.79 and Amendments and Regulations issued thereto.

Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
Section 109 of Title I of the Housing and Community Development Act of

# CONTRACT #18-529

1974, as amended (42 U.S.C. 5309).

The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112,  
29 U.S.C. 794).

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
Section 3 of the Housing and Urban Development Act of 1968, as amended  
(12 U.S.C. 1701u).

Title VIII of the Civil Rights Act of 1968  
Executive Order 11063

Executive Order 11246 and 11375

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provide by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

## CONTRACT #18-529

and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246,

# CONTRACT #18-529

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Executive Order 11625, 11432, and 12138  
Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

## SECTION 8. Termination by Keokuk

The City of Keokuk may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for Keokuk’s convenience or because of the reasonable failure of SEIRPC to fulfill its obligations under the contract. Upon receipt of such notice, SEIRPC shall have thirty (30) days to correct and cure any such failures. If SEIRPC is unable to correct and cure such failures, SEIRPC shall deliver to Keokuk all documents as may have been accumulated by SEIRPC in performing this contract and cease performing services hereunder.

Notwithstanding the above, SEIRPC shall not be relieved of liability to Keokuk for damages sustained by Keokuk by virtue of any breach of contract by SEIRPC.

If this contract is terminated for the convenience of Keokuk, SEIRPC shall be entitled to compensation as provided in Section 3 above.

## SECTION 9. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both Keokuk and SEIRPC. This agreement contains the entire agreement between Keokuk and SEIRPC concerning the scope of services, time of performance, payment responsibilities, termination requirements, and the respective obligations of the parties. Any prior agreements between the parties with respect to the subject matter of this contract, whether oral or written, which are not contained herein are superseded and of no force and effect.

# CONTRACT #18-529

## SECTION 10. Termination by SEIRPC

SEIRPC may terminate this contract upon thirty (30) days written notice to Keokuk for its failure to comply with the contract or reasons that prevent SEIRPC from completing its duties herein. The notice shall specify the laws, rules, regulations which Keokuk has not complied with and Keokuk shall have thirty (30) days to correct and cure such failure. If Keokuk is unable to correct and cure such failures, SEIRPC shall have the right, at its option, to terminate its services and receive compensation as provided in Section 3 above.

## SECTION 11. Accounts

The grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract to the extent and in such detail as will properly reflect all cost, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this contract, as specified in Chapter 23, Iowa Administrative Code and OMB Circular A-102.

## SECTION 12. Retention of Records

All records in the possession of SEIRPC pertaining to this contract shall be retained by SEIRPC for a minimum of five (5) years beginning with the date upon which the final payment to SEIRPC. All records shall be retained beyond the five-year period if audit findings have been resolved within that period. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Additional records shall be retained in accordance with Chapter 23, Iowa Administrative Code.

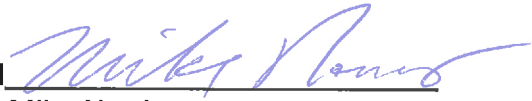
CONTRACT #18-529

City of Keokuk

Signed \_\_\_\_\_  
Mayor Tom Marion  
City of Keokuk

Date: \_\_\_\_\_

Southeast Iowa Regional Planning Commission

Signed   
Mike Norris  
Executive Director

Date: 8-8-17

**RESOLUTION NO.**

A RESOLUTION APPROVING THE INITIAL READING OF ORDINANCE 1974.

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

**THAT**, the Keokuk City Council approves the initial reading of Ordinance No. 1974 Amending Title 20 related to height regulations.

MOVED BY:

SECONDED BY:

Passed this 17<sup>th</sup> day of August, 2017.

ROLL CALL:

AYES –

NAYS –

ABSENT –

\_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST:

\_\_\_\_\_  
JEAN LUDWIG, CITY CLERK



ITEM NO. \_\_\_\_\_

**CITY OF KEOKUK**  
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 8/16/17 Meeting Date: 8/17/17

<p><b>SUBJECT:</b> Amendments to Zoning Code - Height - Public utility distribution, transmission lines and facilities</p>	<p><b>ACTION REQUIRED:</b>  <input checked="" type="checkbox"/> Ordinance  <input type="checkbox"/> Resolution  <input type="checkbox"/> Approval  <input type="checkbox"/> Receive/File</p>
--	--

<b>SYNOPSIS</b>	Amendments to the zoning code concerning height of public utility distribution, transmission lines and facilities. This Amendment will give the City of Keokuk (staff, other public utilities and zoning boards) authority to review, comment and make recommendations on proposed routes and heights to protect the general character of the community.
<b>FISCAL IMPACT</b>	N/A
<b>RECOMMENDATION</b>	City Planning Commission meet and recommended zoning code amendments.

Mandatory Attorney Review Completed: \_\_\_\_\_

Responsible City Staff Member(s): Pam Broomhall

## **ORDINANCE NO. 1974**

### AN ORDINANCE AMENDING TITLE 20 RELATED TO HEIGHT REGULATIONS

#### **Section 1. Purpose, Intent, and Findings of Fact.**

The City Council of the City of Keokuk finds that the current Keokuk Municipal Code standards for height regulations lack guidelines to protect the characteristics and aesthetics within the community concerning public utility distribution, transmission lines and facilities.

#### **Section 2. Amending Section 20.60.020 (2).**

Section 20.60.020 (2) is hereby amended to read:

The height regulations prescribed in this title shall not apply to grain elevators, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers or spires, chimneys, elevator bulkheads, smokestacks, conveyors, and flag poles provided the height of these structures does not violate any other ordinance of the city;

#### **Section 3. Adding Section 20.60.021**

Section 20.60.021 is hereby added to Chapter 20.60 to read as follows:

20.60.021      Public utility distribution, transmission lines and facilities.

Public utility distribution, transmission lines and facilities, both overhead and underground shall be allowed in all zoning districts; provided,

- (1) That utility poles do not exceed the height standards established in Section 20.60.090, Table of Height and Area Requirements, by fifteen percent (15%) except those located in a,
  - (A) M-2, Heavy Industrial, zoning district, which shall not exceed the height of seventy feet (70'),
  - (B) That the routes and site locations of the proposed transmission lines and/or facilities shall be submitted to the Public Works Director and Community Development Director for site plan review during the preliminary planning stages and prior to the adoption of the routes and site locations(s) or acquisition of right-of-way therefore. The Public Works Director and Community Development Director should make such recommendations as necessary to find a proposal satisfactory based on the review of existing facilities, current zoning, urban forestry plans, and an effort to maintain the character of the current zoning districts; and
  - (C) That any trees removed during the installation of any facility covered by his section shall be replaced at the expense of the public utility.
- (2) For this section public utility distribution, transmission lines, and facilities shall for the purposes of this section, mean; utility poles, including, but not limited to, towers and any other structures supporting transmission, distribution power lines, telephone lines, cables, or other telecommunications or fiber optics.
- (3) All route and site location plans as described in subsection (a) herein regarding the placement of public utility distribution, transmission lines and facilities shall require zoning board approval.

- (4) The replacement, maintenance or upgrade to existing public utility distribution, transmission lines, and facilities are permitted by right without zoning board review and approval when said facilities, are of a substantially similar character, and will not increase height of existing utility pole by fifteen percent (15%) or are moved more than fifteen (15) feet from the original location.
  - (A) Notwithstanding, the preceding paragraph, in all cases where replacement, maintenance or upgrade, is proposed a plan is required to be submitted to the Public Works Director and Community Development Director for review. The Public Works Director and Community Development Director should make such recommendations as necessary to find a proposal satisfactory based on the review of existing facilities, current zoning, urban forestry plans, and an effort to maintain the character of the current zoning districts; and
  - (B) In all cases where the public utility distribution, transmission lines and facilities exceed existing pole height by fifteen percent (15%) or more or are moved more than fifteen (15) feet from the original location, plan approval shall be subject to approval by the zoning board.
- (5) Special Use Permit.
  - (A) The applicant must show that there is no feasible alternative to a height increase that exceeds the height requirements as established in Section 20.60.090 by fifteen percent (15%), and there is a clear and specific public benefit which may be realized by exceeding the height limit set in Section 1.
  - (B) The Board must find that the proposed structure will not in any way detract from the visual character or quality of the adjacent buildings, the neighborhood or the City as a whole. The Board should consider the impacts on urban forestry and community safety, before granting such a permit.

**Section 4. Amending Section 20.68.040 (12)**

Chapter 20.68.040 (12) is amended to read as follows:

Public utilities buildings, substations or holding towers, power poles, telephone poles, commercial communication signal receiving or transmission distribution towers, antennas, or other similar structures or poles of any size. Replacement of individual power or telephone poles with a pole of the same dimensions shall not require a new special use permit be applied for or issued.

**RESOLUTION NO.**

**INITIAL PASSAGE** this 17<sup>th</sup> day of August, 2017.

CITY OF KEOKUK, LEE COUNTY, IOWA

BY: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK

ROLL CALL: O'CONNOR – MOORE – PAYNE – WINN –  
HELENTHAL – MORTIMER – POLLITT – BRYANT – DUNEK –

AYES – NAYS – ABSENT –

**RESOLUTION NO.**

**SECOND PASSAGE** this \_\_ day of \_\_\_\_\_, 2017.

CITY OF KEOKUK, LEE COUNTY, IOWA

BY: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK

ROLL CALL: O'CONNOR – MOORE – PAYNE – WINN –  
HELENTHAL – MORTIMER – POLLITT – BRYANT –  
DUNEK –

AYES – NAYS – ABSENT –

**RESOLUTION NO.**

**FINAL PASSAGE** this \_\_\_ day of \_\_\_\_\_, 2017.

CITY OF KEOKUK, LEE COUNTY, IOWA

BY: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK

ROLL CALL: O'CONNOR – MOORE – PAYNE – WINN –  
HELENTHAL – MORTIMER – POLLITT – BRYANT –  
DUNEK –

AYES – NAYS – ABSENT –

Passed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST:  
I, Jean Ludwig, City Clerk of the City of Keokuk, hereby certify that that the above and  
foregoing is a true copy of an ordinance, passed by the City Council of said City at a meeting  
held on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JEAN LUDWIG, CITY CLERK

**RESOLUTION NO.**

**“A RESOLUTION ACCEPTING A PROPOSAL TO MOVE THE OLD RHYTHM CITY BARGE FROM DAVENPORT TO KEOKUK.”**

**WHEREAS**, the City of Keokuk has entered into an agreement to accept the old rhythm city service barge; and

**WHEREAS**, the service barge includes the facilities for several restaurants and other venues and will provide an opportunity for the city to develop the riverfront; and

**WHEREAS**, the City of Keokuk has requested proposals be submitted, has received 2 proposals, and has publicly considered the proposals in a formal hearing.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Keokuk, Iowa meeting in regular session this 17<sup>th</sup> day of August, 2017, that the \_\_\_\_\_ proposal be approved and such funds be made available through the Hotel/Motel Tax fund.

Passed and approved this 17<sup>th</sup> day of August, 2017.

\_\_\_\_\_  
Thomas D. Marion, Mayor

Attest: \_\_\_\_\_  
Jean Ludwig, City Clerk



ITEM NO. \_\_\_\_\_

**CITY OF KEOKUK**  
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 8/14/17 Meeting Date: 8/17/17

<b>SUBJECT:</b> Certificate of Completion – 5 <sup>th</sup> Street Parking Lot and Rand Park Permeable Paver Project	<b>ACTION REQUIRED:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File
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<b>SYNOPSIS</b>	A contract was previously awarded to D & L Excavating of Liberty, Illinois for the above referenced project. The work has been completed in accordance with the plans and specifications in the amount of \$883,739.01
<b>FISCAL IMPACT</b>	Completed Project Cost - \$883,739.01 SRF Sponsored project funding - \$828,000 City of Keokuk - \$55,739.01
<b>RECOMMENDATION</b>	I would therefore recommend that the City Council consider the attached resolution accepting the Certificate of Completion for said project.

Mandatory Attorney Review Completed: N/A

Responsible City Staff Member(s): Mark Bousselot *MB*

## **RESOLUTION NO.**

**WHEREAS** the 5<sup>th</sup> Street Parking Lot and Rand Park Permeable Paver Project has been successfully completed by D & L Excavating of Liberty, Illinois in the amount of \$883,739.01.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the Certificate of Completion for said project is hereby accepted.

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Mayor – Thomas Marion

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Attest – Jean Ludwig

**CITY OF KEOKUK  
CERTIFICATE OF COMPLETION**

**Victory Park Sewer Separation**

I hereby certify that the Victory Park Sewer Separation Project has been completed by Keokuk Contractors of Keokuk, IA in the amount of \$883,739.01.

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Certified this 17<sup>th</sup> day of August, 2017 by Mark Boussetot, Public Works Director.

**CERTIFICATE OF COMPLETION**

**SPONSORED PROJECT – PERMEABLE PAVERS  
KEOKUK, IOWA**

July 21, 2017

We hereby certify that we have made an on-site review of the completed construction of the Sponsored Project – Permeable Pavers under the Contract as performed by D&L Excavating, Inc. of Liberty, Illinois.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Eight Hundred Eighty-Three Thousand Seven Hundred Thirty-Nine and 01/100 Dollars (\$883,739.01).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF KEOKUK, IOWA**

By  \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title Mayor

Date August 11, 2017

Date \_\_\_\_\_

**RESOLUTION NO.**

**A RESOLUTION SETTING PUBLIC HEARING REGARDING THE DISPOSAL  
OF EXCESS PROPERTY**

**WHEREAS**, Sections 364.7, 403.12, and 362.3 of the Code of Iowa set forth the manner in which the City of Keokuk may dispose of its interest in real property; and

**WHEREAS**, the City of Keokuk is the present owner of the property, described below, which is located within the City of Keokuk, and within an Urban Renewable Area within the meaning of Chapter 403 of the Code of Iowa; and

**WHEREAS**, the City Council of the City of Keokuk hereby determines that this real property is no longer needed by the City nor for the use of the Public, the City will solicit proposals through public notice and bid, for the purchase, development and use of the property described below; and

**WHEREAS**, it is desirable that the property within the Urban Renewal Area be redeveloped as part of the overall redevelopment area covered by the proposal; and

**WHEREAS**, pursuant to Chapter 403, public hearing must be held prior to the sale of such property; and

**WHEREAS**, it is now necessary to set a time and date for a public notice and hearing on the disposal of the real property described below pursuant to Section 364.7 of the Code of Iowa;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF KEOKUK, LEE COUNTY, IOWA**

**THAT**, public hearing be set for September 7, 2017 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street, Keokuk, Iowa, pertaining to the sale and disposal of properties known as:

Lot 5, Lot 4, and Lot 2 of Joyce Subdivision of the City of Keokuk, Lee County, Iowa

**BE IT FURTHER RESOLVED THAT**, The City Clerk is directed to publish Public Notice of the solicitation of proposals and the date, time, and place of the public hearing, at least once in the Daily Gate City, a newspaper of general circulation within the City of Keokuk, not less than 4, nor more than 20, days before the meeting of the City Council at which the proposals will be considered.

**BE IT FURTHER RESOLVED THAT**, after such public hearing as described in this Resolution, and upon approval of by the City Council, final determination on the proposal for disposition by Resolution of this Council may be considered.

Passed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS D. MARION, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK



ITEM NO. \_\_\_\_\_

**CITY OF KEOKUK**  
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 8/16/17 Meeting Date: 8/17/17

<b>SUBJECT:</b> Approval of Task Order # 6 Construction Services – AIP 21 Obstructions Removal Project	<b>ACTION REQUIRED:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File
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<b>SYNOPSIS</b>	On December 4, 2009 the City approved a master agreement for professional services with HNTB of Kansas City Missouri. Task Order # 6 is for construction related services for the Obstruction Removal project. The fee for the services was included in the grant that the city just received, so the city will only be responsible for the local 10% match.
<b>FISCAL IMPACT</b>	Agreement not to exceed \$ 63,639.00 Grant Funded 90% - \$ 57,275.10 City Funded 10% - \$ 6,363.90
<b>RECOMMENDATION</b>	Review and approve the task order # 6 with HNTB under the terms and conditions established in the master agreement for professional services dated December 4,2009.

Mandatory Attorney Review Completed: \_\_\_\_\_

Responsible City Staff Member(s): Mark Bousselot *MB*

## **RESOLUTION NO.**

**WHEREAS** Task order # 6 is for construction services related to the Obstructions Removal Project under the terms and conditions of the master agreement for professional services that was approved December 4, 2009 with HNTB of Kansas City Missouri.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that task order # 6 with HNTB of Kansas City, Missouri be approved allowing the mayor to sign Task Order # 6 for an amount not to exceed \$63,639.00.

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Mayor – Thomas Marion

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Attest – Jean Ludwig

**TASK ORDER NUMBER 6**  
*Construction Observation Services*  
*Obstruction Removal*

This Task Order is made as of \_\_\_\_\_, 2017, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated December 4, 2009 (the Agreement), between the City of Keokuk, Iowa (Owner) and HNTB Corporation (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*Provide construction observation and project closeout services for the Obstruction Removal project.*

**Section A. – Scope of Services**

A.1. HNTB shall perform the following Services:

1. Project Management:
  - a. Perform project management; contract administration; Owner and FAA coordination.
2. Construction Observation Services:
  - a. Prepare Contractor Notice to Proceed Letter
  - b. Review Contractor's furnished safety plan and schedule
  - c. Prepare Issued for Construction Documents for Owner, FAA, Contractor, and Engineer
  - d. Provide engineering support throughout construction
  - e. Prepare pre-construction agenda
  - f. Attend and conduct pre-construction conference at EOK
  - g. Prepare and distribute pre-construction conference minutes
  - h. Review shop drawings
  - i. Provide part time construction observation (6 trips)
  - j. Conduct weekly progress meetings
  - k. Prepare Contractor pay estimates, ECHO Drawdown forms, and SF-271 Request for Reimbursement Forms on a monthly basis
  - l. Prepare change orders
  - m. Review certified payrolls for prevailing wage rates
  - n. Conduct Labor Standard interviews
  - o. Prepare punch lists
  - p. Prepare final inspection agenda
  - q. Conduct final inspection with Owner, FAA, and Contractor
  - r. Prepare and distribute final inspection minutes
3. Project Closeout Services:
  - a. Prepare and submit Record Drawings based on Contractor's markups
  - b. Prepare and distribute Final Construction Report
  - c. Update ALP with obstruction data
  - d. Submit final 7460 documentation

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner.

1. Update of airport pavement management system report

2. Additional project inspection caused by Contractor overrunning the Contract time.

A.3. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

*Part I: Construction Observation Services:*

1. Sponsor Certification for Construction Contracts
2. Approved Shop Drawings
3. Approved Certified Payrolls
4. Pay estimates and SF-271 forms (submitted electronically).
5. Change Orders
6. Sponsor Quarterly Performance Reports (submitted electronically).

*Part II: Project Closeout Services:*

1. Final Construction Report (2-Owner, 1-FAA, 1-HNTB).
2. Record Drawings based on Contractor's markups (2-Owner, 1-HNTB)
3. Sponsor Certification for Final Acceptance

**Section B. - Schedule**

HNTB shall perform the Services according to the following schedule:

1. On-site construction services shall begin upon issuance of Notice-to-Proceed for the Contractor to begin the project. On-site construction services are based on providing part time construction observation services equating to 6 on site visits of two (2) days each.
2. Record Drawings and Project Closeout Report shall be completed within ninety (90) calendar days after final inspection.

**Section C. - Compensation**

C.1. For performing the Services identified within **Section A - Scope of Services**, A.1.1. Project Management and A.1.2. Construction Observation Services, the Owner shall pay HNTB an amount for payroll plus an overhead of 146.83% for all office principals and employees engaged directly in the Services, plus a fixed fee, plus Reimbursable Expenses as further defined below. The total compensation for A.1.1. and A.1.2. is not to exceed **\$51,835.00**, based on the following estimate of costs:

Office Payroll	\$7,679
Office Overhead	\$11,276
Field Payroll	\$8,757
Field Overhead	\$12,858
Reimbursable Expenses	\$5,180
Fixed Fee	<u>\$6,085</u>
Total Not To Exceed Amount	\$51,835

C.2. For performing the Services identified within **Section A. Scope of Services**, A.1.3. Project Closeout Services, the Owner shall pay HNTB a lump sum amount of **\$11,804.00**. HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.

C.3. Total compensation for A.1.1., A.1.2., and A.1.3. shall not exceed **\$63,639.00**.

C.4. Adjustment of the upper limit may be made should HNTB establish and the Owner agree that there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed, or (c) duration of the services, if a change in the Schedule warrants such adjustment.

C.5. Any services rendered by HNTB beyond those described in **Section A - Scope of Services** shall be compensated on the following basis:

In the event additional project construction observation services are required, cost shall be compensated on a time and materials basis, including overhead rates defined in Section C.1., plus 15% fixed fee based on loaded labor costs, plus expenses for all costs associated with providing construction services beyond the 42 calendar day period.

C.6. HNTB's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, Owner shall agree in writing to additional compensation exceeding said estimated amount.

C.7. Progress Payments: Owner shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt.

C.8. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

C.9. Timing of Services: The total compensation is based on the Services being performed according to the approved schedule and completed within four hundred and seven (407) days of the Owner written NTP. Should the time to complete the Services extend beyond this period, HNTB and Owner agree to negotiate an equitable change to the compensation maximum or to provide Additional Services on the basis set forth herein.

#### **Section D. - Owner's Responsibilities**

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

1. Provide an original executed Task Order.

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Task Order:

1. No other provisions are incorporated.

IN WITNESS WHEREOF, Owner and HNTB have executed this Task Order.

City of Keokuk, Iowa  
(Owner)

HNTB Corporation  
(HNTB)

Signature \_\_\_\_\_

Signature Wayne Feuerborn

Name \_\_\_\_\_

Name Wayne Feuerborn

Title \_\_\_\_\_

Title Vice President

Date \_\_\_\_\_

Date 06/22/2017

**ATTACHMENT A  
COST PLUS FIXED PAYMENT  
Keokuk Municipal Airport  
Remove Airspace Obstructions**

**1. Direct Salary Costs**

Title	Rate						Hours Totals	Dollars Totals
	Principal in Charge	Department Manager	Senior Inspector	Project Manager	Junior Engineer	Administration		
	\$104.90	\$63.20	\$48.65	\$52.08	\$34.28	\$38.65		

*Detailed Scope and Fee/Description of Work*

**Project Management**

Project Management (9 mo.)		9		9		9	27	\$1,385
Monthly Project Review	4			4		4	12	\$782
Workplan Development				2	4		6	\$241
Subtotal	4	9	0	15	4	13	45	\$2,409

**Construction Phase**

Submittal Review				2	4		6	\$241
Issued for Construction Plans/Specs				2	4		6	\$241
Requests for Information				2	8		10	\$378
Engineering Support				8	16		24	\$965
Payroll Review					4		4	\$137
Pay Estimate Processing				2	6		8	\$310
Preconstruction Conference			16	16			32	\$1,612
Weekly Progress Meetings (26)				13	13		26	\$1,123
Field Inspection (6 visits, 24 hrs/visit)			144				144	\$7,006
Final Inspection and Punch List			16	16			32	\$1,612
Final Change Order			4	2			6	\$299
Final Pay Estimate				2			2	\$104
Subtotal	0	0	180	65	55	0	300	\$14,027

**Total Direct Salary Costs**

Field CN labor	\$8,757	\$16,436
Office PM labor	\$2,409	
Office CN labor	\$5,270	

**2. Office Labor and General & Administrative Overhead**

Office PM Percentage of Direct Salary Costs	146.83%	\$3,537
Office CN Percentage of Direct Salary Costs	146.83%	\$7,738

**3. Field Labor and General & Administrative Overhead**

Field CN Percentage of Direct Salary Costs	146.83%	\$12,858
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**4. Subtotal of Items 1, 2, and 3**

\$40,570

**5. Fixed Payment (Profit for Labor and Overhead)**

15% \$6,085

**6. Direct Nonsalary Expenses**

<b>Transportation</b>			
Rental Car + Fuel	8	\$200.000 /each	\$1,600
Hotel for Site Visits	16	\$150.00 /night	\$2,400
<b>Food</b>			
Meals	48	\$15.00 /meal	\$720
<b>Printing</b>			
8.5x11	120	\$0.07 /page	\$8
11x17	80	\$0.14 /page	\$11
22x34	80	\$1.50 /page	\$120
Spec Books	4	\$50.00 /report	\$200
<b>Other</b>			
Shipping	3	\$40.00 /shipping	\$120
<b>Total Expense</b>			<b>\$5,180</b>

**7. Total Cost (project management & construction phase)**

(Items 4, 5, 6, & 7)

\$51,835

**ATTACHMENT B  
LUMP SUM FEE  
Keokuk Municipal Airport  
Remove Airspace Obstructions**

**1. Direct Salary Costs**

<i>Detailed Scope and Fee/Description of Work</i>	Title Rate								Hours Totals	Dollars Totals
	Principal in Charge	Department Manager	Senior Inspector	Quality Control	Project Manager	Junior Engineer	Technician	Administration		
	\$104.90	\$63.20	\$48.65	\$65.00	\$52.08	\$34.28	\$42.85	\$38.65		
Overhead	146.83%	146.83%	146.83%	146.83%	146.83%	146.83%	146.83%	146.83%		
Profit	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%		
Gross Rate	\$ 297.75	\$ 179.40	\$ 138.10	\$ 184.51	\$ 147.82	\$ 97.30	\$ 121.63	\$ 109.70		
<i>Project Closeout Phase</i>										
As-Built Record Drawings			4		4	4	8		20	\$2,506
Final Construction Report		4		4	12	30			50	\$6,148
Update ALP		1			1	4	4		10	\$1,203
Submit final 7460 Documentation					2	4	4		10	\$1,171
									0	\$0
Subtotal	0	5	4	4	19	42	16	0	90	\$11,029

**3. Direct Nonsalary Expenses**

Transportation			
Rental Car + Fuel	1	\$200.00 /each	\$200
Food/Lodging			
Hotel	1	\$150.00 /night	\$150
Meals	4	\$15.00 /meal	\$60
Printing			
8.5x11	65	\$0.07 /page	\$5
11x17	80	\$0.14 /page	\$11
22x34	80	\$1.50 /page	\$120
Reports	3	\$50.00 /report	\$150
Other			
Shipping	2	\$40.00 /shipping	\$80
		<b>Total Expense</b>	<b>\$776</b>

**4. Subcontract Cost**

**5. Total Lump Sum Payment (project closeout phase)** (Items 2, 3, & 4) **\$11,804**

# ATTACHMENT C

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING THE CONTRACT WITH THE A/E.

### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

## CIVIL RIGHTS – TITLE VI ASSURANCES

### 1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### 2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 3) Title VI List of Pertinent Nondiscrimination Authorities

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **TEXTING WHEN DRIVING**

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II(B)

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

### **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

#### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

### **BREACH OF CONTRACT TERMS**

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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