AGENDA CITY COUNCIL MEETING July 6, 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 June 22, 2017;
 - Minutes of the Keokuk Civil Service Commission meeting of June 26, 2017;
 - Receive Council Reports;
 - Renewal Liquor licenses Wal-Mart Supercenter #1431, 300 North Park Drive, effective July 21, 2017 – Class E Liquor License with Sunday Sales;
 - Renewal Liquor license Arrowhead Bowl Inc., Class C Liquor License with Sunday Sales;
 - Rollin' on the River, Victory Park, effective August 18-20, 2017, Special Class C Liquor License with Outdoor Service;
 - Appointment of Mark Smidt to the Grand Theatre Commission, term to expire November 5, 2020;
 - Appointment of Leah Jones to the Historic Preservation Commission, term to expire September 19, 2020;
 - Motion to pay the bills and transfers listed within Register No.'s 4936-4938;
- 7. Consider resolution authorizing the demolition of the Unitarian Church building located at 228 North 4th Street and seeking the recovery of the costs of demolition.
- 8. Motion to approve \$ 5,000.00 contribution to Lake Cooper Foundation's street festival.

- 9. Motion to approve the placement of the sponsor signage and security system, as presented to the council, at Bentley's Playground in Tolmie Park.
- 10. Motion to authorize the Mayor to sign contracts for Grant Administration for the City's Sanitary Sewer Improvements project CDBG Grant and SRF Loan.
- 11. Consider resolution approving the final reading of Ordinance No. 1970 amending Title 13 Chapter 8, "Sewer Rates," of the Keokuk Municipal Code.
- 12. Consider resolution approving the second reading of Ordinance No. 1971 rezoning Lots 1 through 12, Block 142, and Lots 1 through 6, Block 120 Original City of Keokuk, Lee County, Iowa from R-2 & R-3 to R-4.
- 13. Consider resolution approving the initial reading of Ordinance No. 1972 Restructuring the Park and Recreation Advisory Board.
- 14. Consider resolution approving the initial reading of Ordinance No. 1973 establishing a returned check fee.
- 15. Consider resolution setting a public hearing for July 20, 2017 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street, Keokuk, Iowa, pertaining to the sale and disposal of properties.
- 16. Motion to approve the extension through January 31, 2018 of the loan agreement authorized through Resolution No. 242-10 to Lee County Economic Development Group.
- 17. Consider resolution approving a lease with the saddle club for Joyce Park.
- 18. Consider resolution authorizing negotiation and execution of a festival contract.
- 19. Committee Reports (Reports from council representatives).
- 20. New Business:
- 21. Adjourn meeting.

MINUTES CITY COUNCIL MEETING June 22, 2017 6:30 P.M.

The City Council of the City of Keokuk met in regular session on June 22, 2017 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street, with Mayor Thomas D. Marion presiding and six council members present, three absent: Mike O'Connor, Ron Payne, Larry Mortimer, Sandy Pollitt, Roger Bryant, and Susan Dunek. Mike Moore, Dan Winn and John Helenthal were absent. Staff in attendance: City Administrator Aaron Burnett, City Clerk Jean Ludwig, Public Works Director Mark Bousselot, Community Development Director Pam Broomhall, and Police Chief Dave Hinton.

CITIZEN'S REQUEST: Shirley Bloyd of 2625 Main spoke about the Service Dogs for Disability fundraiser for the non-profit, which will be at the fair in August.

Motion made by Dunek and seconded by O'Connor to approve the consent agenda. (6) AYES, (0) NAYS motion carried.

CONSENT AGENDA:

- Minutes of the regular City Council meeting of June 1, 2017;
- Minutes of the Safety Committee meeting of June 20, 2017;
- Receive Council Reports;
- Cigarette Permits for 2017/2018;
- Renewal Liquor licenses RES. NO. 273-17 The Hawkeye, 105 N. Park Drive, effective July 7, 2017 – Class C Liquor License with catering privilege and Sunday Sales;
 - **RES. NO. 274-17** The Bar, 914 Main Street, effective July 7, 2017 Class C Liquor License with Outdoor Service and Sunday Sales;
- Resignation of Clinton R. Boddicker from the Board of Adjustment, and the Keokuk Public Library Board effective immediately;
- Appointment of Lisa Jeffers to the Civil Service Commission, term to expire April 1, 2023;
- Reappointment of Lee Ann Shaffer-Smith to the Civil Service Commission, term to expire April 1, 2022;
- Appointment of Leah Burnett to the Historic Preservation Commission, term to expire September 19, 2020;
- Motion to pay the bills and transfers listed within Register No.'s 4932-4935;

Motion made by Dunek, Second by O'Connor to approve the following proposed **RESOLUTION NO. 273-17:** "A RESOLUTION APPROVING A LIQUOR LICENSE FOR THE HAWKEYE, 105 N. PARK DRIVE, EFFECTIVE JULY 7, 2017 – CLASS C LIQUOR LICENSE WITH CATERING PRIVILEGE AND SUNDAY SALES." (6) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by O'Connor to approve the following proposed **RESOLUTION NO. 274-17:** "A RESOLUTION APPROVING A LIQUOR LICENSE FOR THE BAR, 914 MAIN STREET, EFFECTIVE JULY 7, 2017 – CLASS C LIQUOR LICENSE WITH OUTDOOR SERVICE AND SUNDAY SALES." (6) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Pollitt to approve picnic tables near Rand Park Pavilion. (6) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, Second by Bryant to approve a special events permit for Rollin on the River for Friday, August 18 and Saturday, August 19, 2017 for a Blues Festival. (6) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Dunek to approve the following proposed **RESOLUTION NO. 275-17:** "A RESOLUTION APPROVING THE SECOND READING OF **ORDINANCE NO. 1970** AMENDING TITLE 13 CHAPTER 8, "SEWER RATES," OF THE KEOKUK MUNICIPAL CODE."

Roll Call Vote: (5) AYES – O'Connor, Mortimer, Pollitt, Bryant and Dunek. (1) NAY – Payne. Motion carried.

Motion approved on a 5-1 vote. Motion by Bryant to waive the third reading of **ORDINANCE NO. 1970.** Failed to receive second due to point of order by Burnett.

Motion made by Pollitt, Second by Bryant to approve the following proposed **RESOLUTION NO. 276-17:** "A RESOLUTION SETTING FISCAL YEAR 2017-2018 SALARIES FOR PERSONNEL OF THE CITY OF KEOKUK EFFECTIVE JULY 1, 2017." Ludwig said apparently not all pages of the salary resolution scanned electronically, but the official paper copy present at the meeting is correct.

(6) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, Second by Bryant to approve the following proposed **RESOLUTION NO. 277-17:** "A RESOLUTION AUTHORIZING A CITY OF KEOKUK PURCHASING POLICY FOR ALL PURCHASES MADE UNDER THE AUTHORITY OF THE CITY COUNCIL FOR FISCAL YEAR 2017-18." (6) AYES, (0) NAYS. Motion carried.

Mayor Marion opened the public hearing on a proposal to rezone Lots 1 through 12 in Block 142, Original City of Keokuk from R-2, Single family dwelling district to an R-4. Multiple family dwelling district and Lots 1 through 6, Block 142, and Lots 1 through 6, Block 120, Original City of Keokuk from a R-3, two family dwelling district to an R-4, Multiple family dwelling district at 6:39 p.m. A public hearing notice was published in the Daily Gate City on June 12, 2017.

COMMENTS: Burnett said this area had multiple variances and the proposed zoning will bring it into line with how it's being used. Thomas Trandell of 905 Bank questioned if the Wells Carey School would be torn down. He said he'd recently been appointed to the Historical Preservation Commission and would like to see the City take a different approach to some dilapidated buildings that could be restored instead of torn down. He's had a career in restoration and would like to be consulted before taking down more buildings. The Mayor said the school is not being torn down. He thanked him for his interest and would like to meet with him at a later date.

Mayor Marion closed the hearing at 6:46 p.m. and the following proposed resolution was adopted.

Motion made by Dunek, Second by Mortimer to approve the following proposed RESOLUTION NO. 278-17: "A RESOLTUION APPROVING THE INITIAL READING OF ORDINANCE NO. 1971 REZONING LOTS 1 THROUGH 12, BLOCK 142, AND LOTS 1 THROUGH 6, BLOCK 120 ORIGINAL CITY OF KEOKUK, LEE COUNTY, IOWA FROM R-2 & R-3 TO R-4."

Roll Call Vote: (6) AYES – O'Connor, Payne, Mortimer, Pollitt, Bryant and Dunek. (0) NAY. Motion carried.

Motion made by O'Connor, Second by Payne to approve the following proposed **RESOLUTION NO. 279-17:** "A RESOLUTION TO REVIEW AND APPROVE ALLOWING THE MAYOR TO SIGN THE GRANT APPLICATION FOR AIP 3-19-0050-21 FOR THE AIR SPACE OBSTRUCTIONS FOR AN AMOUNT NOT TO EXCEED \$ 666,666.67. THE GRANT APPLICATION WILL BE ADJUSTED ACCORDINGLY BASED OFF OF ACTUAL BIDS OPENED JUNE 23, 2017."

(6) AYES, (0) NAYS. Motion carried.

Motion to adjourn the meeting made by Bryant and seconded by Mortimer. (6) AYES, (0) NAYS. Motion carried.

Meeting adjourned at 6:48 p.m.



KEOKUK CIVIL SERVICE COMMISSION MEETING

JUNE 26, 2017

The Keokuk Clvil Service Commission met in Council Chambers on Monday, June 26, 2017. Present were Chairman Pat Hogan, Lee Ann Shafer-Smith, Lisa Jeffers, City Clerk Jean Ludwig and Police Chief Dave Hinton.

Chairman Hogan called the meeting to order at 9:00am.

Chief Hinton presented a list of candidates that recently passed regional testing. Over 80 people took out applications. After the testing process, 16 people made the list. Chief Hinton said if the open positions in the department could not be filled from the list, the City may have to hold its own test.

Hinton said four of the candidates on the list had veteran status and two were currently under the City's age standards for hiring. A team from our Police Department went to the testing to observe how candidates performed. Currently, eight agencies will be able to use the new list.

He said there is a trend whereby law enforcement is not having near as many people apply for testing, therefore, there are less candidates available to fill jobs. Due to the hours, pay and other reasons, it's difficult to compete with other job sectors.

The Chief said after selecting a candidate, and before hiring, the Keokuk Police Department will perform more testing.

Lisa Jeffers made a motion to approve the list of 16 candidates. Lee Ann Shaffer-Smith made a second to the motion. All were in favor. Motion approved.

Chairman Hogan asked if there was any new business. No new business was presented.

A motion to adjourn was made by Shaffer-Smith. Second to the motion by Jeffers. All were in favor. Motion approved. Meeting adjourned at 9:08.

Respectfully submitted,

Jean Ludwig

City Clerk



CITY OF KEOKUK CIVIL SERVICE COMMISSION

June 26, 2017

As a result of regional testing held June 3, 2017 at Southeastern Community College in Burlington, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department in <u>alphabetical order</u>.

Michael Bunn * Nathan DeSpain Jason Dunagan Nicholas Fedler * Zach Gish Alekzander Harvey Alex Kleinschmidt Kristopher Meier Jarric Nelson * Jac Netsch Jason Plozel * **Aaron Price** Daniel Ramiro Cody Schlueter Dylan Southall Rachel Sugars

Dated at Keokuk, Iowa, this 26th day of June, 2017,

Pat Hogan, Chairperson

Keokuk Civil Service Commission

^{*} Denotes military service

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD Balance	YTD Balance	PERCENT EXPENDED	UNEXPENDED
	POLICE ADMINISTRATION TOTAL POLICE UNION TOTAL POLICE COMMUNICATIONS TOTAL POLICE RECORDS TOTAL LEE CO NAR TASK FORCE TOTAL GTSB SAFETY GRANT TOTAL COPS IN SCHOOLS TOTAL FLOOD CONTROL TOTAL FIRE ADMINISTRATION TOTAL FIRE PROTECTION TOTAL FIRE PROTECTION TOTAL FIRE EQUIPMENT RESERVE TOTAL FIRE TRAINING GRANT TOTAL EMERGENCY CORP TOTAL HOUSING TOTAL ANIMAL CONTROL TOTAL	1,346,731.00 1,097,766.00 56,131.00 101,381.00 87,627.00 5,058.00 .00 31,450.00 1,051,453.00 1,350,080.00 6,225.00 .00 .00 .00 611,440.00 129,938.00	5,679.40 690.00 100.00 .00 .00 .00 .38.64 4,321.61 4,485.00 110.00 .00 .00 .00 .00	5,679.40 690.00 100.00 .00 .00 .00 38.64 4,321.61 4,485.00 110.00 .00 .00 2,830.41	.42 .06 .18 .10 .00 .00 .00 .12 .41 .33 1.77 .00 .00 .00	1,341,051.60 1,097,076.00 56,031.00 101,281.00 87,627.00 5,058.00 .00 31,411.36 1,047,131.39 1,345,595.00 6,115.00 .00 .00 .00 .00 .00 .00 .00
	PUBLIC SAFETY TOTAL	5,875,280.00	19,597.35	19,597.35	.33	5,855,682.65
	STREETS/ROADWAYS TOTAL ROADWAY MAINTENANCE/RUT TOTAL STREET LIGHTING TOTAL TRAFFIC LIGHTS TOTAL SNOW REMOVAL TOTAL STREET CLEANING TOTAL AIRPORT TOTAL BULK FUEL TOTAL VEHICLE MAINTENANCE TOTAL GENERAL MAINTENANCE TOTAL PUBLIC WORKS EQUIP RES TOTAL PUBLIC WORKS ADMINISTRA TOTAL	0=0 =40 0A	44 4-4 4-		.00 2.72 .12 266.50 .89 3.94 9.99 4.28 1.70 .00 .00	
	LIBRARY TOTAL LIBRARY COUNTY TOTAL LIBRARY GRANTS TOTAL LIBRARY TRUST FUND TOTAL RIVER MUSEUM TOTAL GRAND THEATRE TOTAL GRAND THEATRE RESERVE TOTAL UNION DEPOT TOTAL HISTORIC PRESERVATION COM TOTA PARKS TOTAL MARY E TOLMIE FUND TOTAL PARK MAINT & IMPROV RESER TOTA JOYCE PARK TOTAL SWIMMING POOL TOTAL RED CROSS TOTAL	522,751.00 8,817.00 .00 .00 13,938.00 84,350.00 .00 7,900.00 .00 316,572.00 .00 .00 .00 .00	450.00 .00 .00 .00 462.21 1,569.22 .00 .00 .00 9,809.15 .00 .00 .00	450.00 .00 .00 .00 462.21 1,569.22 .00 .00 9,809.15 .00 .00 6,986.80	.09 .00 .00 .00 3.32 1.86 .00 .00 .00 .00 .00	522,301.00 8,817.00 .00 .00 13,475.79 82,780.78 .00 7,900.00 .00 306,762.85 .00 .00 .00 .00 .00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	PTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	SWIMMING POOL RESERVE TOTAL CEMETERY TOTAL PERPETUAL CARE TOTAL	.00 290,498.00 .00	.00 4,938.69 .00	.00 4,938.69 .00	.00 1.70 .00	.00 285,559.31 .00
	HOTEL/MOTEL TAX TOTAL	210,000.00	30,000.00	30,000.00	14.29	180,000.00
	CULTURE & RECREATION TOTAL	1,585,355.00	54,216.07	54,216.07	3.42	1,531,138.93
	RBEG GRANT TOTAL HOUSING & URBAN RENEWAL TOTAL GENERAL ECONOMIC DEVELOP TOTA LHAP GRANT TOTAL TARGETED JOBS TAX CREDIT TOTA IFA PROJECT-BASED HOUSING TOTA LOW & MODERATE INCOME TOTAL BUILDING/ZONING TOTAL FERRO-SIL BUILDING TOTAL TWIN RIVERS TIF TOTAL	.00 .00 .00 .00 .00 .00 .00 163,495.00 2,550.00	.00 .00 60,000.00 .00 .00 .00 .287.56 6,570.82	.00 .00 60,000.00 .00 .00 .00 287.56 6,570.82	.00	.00 .00 60,000.00- .00 .00 .00 .00 163,207.44 4,020.82- .00
	COMMUNITY & ECO DEVELOPMT TOTA	166,045.00	66,858.38	66,858.38	40.27	99,186.62
	MAYOR, COUNCIL, CLERK ADM TOTA DATA PROCESSING TOTAL CONTINGENCY TOTAL ELECTIONS TOTAL CITY ATTORNEY TOTAL MUNICIPAL BUILDING TOTAL GENERAL INSURANCE TOTAL 10% SALES TAX/HUMAN DEVEL TOTA PUBLIC SERVICE TV TOTAL	609,164.00 19,500.00 .00 12,000.00 5,000.00 165,300.00 125,000.00 .00	5,280.27 .00 .00 .00 .00 487.82 .00 .00	5,280.27 .00 .00 .00 .00 487.82 .00 .00	.87 .00 .00 .00 .00 .30 .00 .36	603,883.73 19,500.00 .00 12,000.00 5,000.00 164,812.18 125,000.00 .00 1,653.00
	GENERAL GOVERNMENT TOTAL	937,623.00	5,774.09	5,774.09	.62	931,848.91
	DEBT SERV/2016B TOTAL DEBT SERVICE TOTAL DEBT SERVICE-2009A SEWER TOTA DEBT SERVICE-13D Grand AV TOTA DEBT SERVICE-12 GO BONDS TOTA DEBT SERVICE-2013B Refi06 TOTA DEBT SERVICE-HAMPTON INN TOTA DEBT SERVICE-2013A Fire E TOTA DEBT SERVICE-09 GO BONDS TOTA DEBT SERVICE-2013C Aquati TOTA DEBT SERV/2009D/2010 TOTAL DEBT SERV/2016A TOTAL Floodwall TIF TOTAL River Hills TIF TOTAL KEO SENIOR HOUSING TIF TOTAL	403,740.00 318,000.00 .00 268,100.00 100,024.00 232,935.00 .00 .00 .00 284,875.00 .00 295,922.00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00	403,740.00 318,000.00 .00 268,100.00 100,024.00 232,935.00 .00 .00 .00 284,875.00 .00 295,922.00 .00 .00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	PTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	HAMPTON INN TIF TOTAL DOWNTOWN URBAN RENEW TIF TOTA	.00	.00 .00	.00	.00	.00
	DEBT SERVICE TOTAL	1,903,596.00	.00	.00	.00	1,903,596.00
	Floodwall Repair TOTAL 02 SIDEWALK PROGRAM TOTAL 04 CURB & GUTTER TOTAL 03 ACCESS IMPROV/ADA TOTAL GRAND AVE STREET PROJECT TOTA 12 YEAR STREET PROGRAM TOTAL TOTAL AIRPORT REHAB TOTAL AIRPORT-FFA #18 RUNWAY TOTAL AIRPORT-FAA GRANT #17 TOTA AIRPORT-FAA GRANT AIP#19 TOTA CAP PROJECT-MISSOURI AVE TOTA CAP PROJECT-MISSOURI AVE TOTA RIVER MUSEUM PROJECT TOTAL CEMETERY STREE PROJECT TOTAL AQUATIC CENTER TOTAL	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 72.12 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
	CAPITAL PROJECTS TOTAL	500,000.00	366,672.72	366,672.72	73.33	133,327.28
	WPC MAINTENANCE & OPERATI TOTA INDUSTRIAL PRETREATMENT TOTAL SANITARY SEWER MAINTENANC TOTA CAP PROJ-LIFT STATIONS TOTAL STORM SEWER SEPARATION TOTAL GRIT BASIN PROJECT TOTAL REFUSE COLLECTION TOTAL LEACHATE CONTROL TOTAL MUNICIPAL BRIDGE TOTAL CAP EQUIP/RESV-MUN BRIDGE TOTA REGIONAL TRANSIT TOTAL NON-PROGRAM GENERAL REV TOTAL	2,415,378.00 .00 1,547,492.00 750,000.00 .00 .00 772,476.00 50,000.00 451,360.00 .00	38,564.30 .00 8,319.43 .00 3,328.25 .00 16,366.59 .00 30,556.99 .00 .00	38,564.30 .00 8,319.43 .00 3,328.25 .00 16,366.59 .00 30,556.99 .00 .00	1.60 .00 .54 .00 .00 .00 2.12 .00 6.77 .00 .00	2,376,813.70 .00 1,539,172.57 750,000.00 3,328.25- .00 756,109.41 50,000.00 420,803.01 .00 .00
	ENTERPRISE TOTAL	5,986,706.00	98,050.07	98,050.07	1.64	5,888,655.93
	TOTAL TRANSFERS TOTAL TRANSFER TOTAL NON-PROGRAM GENERAL REV TOTAL	.00 5,820,444.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 5,820,444.00 .00 .00
	TRANSFER OUT TOTAL	5,820,444.00	.00	.00	.00	5,820,444.00

Wed Jul 5, 2017 8:54 AM

BUDGET REPORT CALENDAR 7/2017, FISCAL 1/2018

Page 4

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD Balance	YTD Balance	PERCENT EXPENDED	UNEXPENDED	
	TOTAL ALL FUNCTIONS	24,587,510.00	728,177.04	728,177.04	2.96	23,859,332.96	

GLRPTGRP 12/16/16

OPER: AB

CITY OF KEOKUK

Statement Writer: 00 Report Format: FUNCTION

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	PTD Balance	YTD Balance	PERCENT EXPENDED	UNEXPENDED	
	GENERAL TOTAL	9,339,558.00	178,836.94	178,836.94	1.91	9,160,721.06	
	ROAD USE TAX TOTAL	1,037,206.00	24,617.31	24,617.31	2.37	1,012,588.69	
	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	.00	.00	.00	1,200,254.00	
	ECONOMIC DEVELOPMENT TOTAL	.00	60,000.00	60,000.00	.00	60,000.00-	
	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	.00	.00	.00	.00	
	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	366,672.72	366,672.72	73.33	133,327.28	

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	46,883.73	46,883.73	1.45	3,176,486.27	
	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	3,328.25	3,328.25	.33	996,671.75	
	CDBG SWR POINT REPAIR PRJ TOTA	.00	.00	.00	.00	.00	
	SOLID WASTE FUND TOTAL	822,476.00	16,366.59	16,366.59	1.99	806,109.41	
	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	30,556.99	30,556.99	6.77	420,803.01	
	INTERNAL SERVICE FUND TOTAL	.00	914.51	914.51	.00	914.51-	
	TOTAL EXPENSES BY FUND	24,587,510.00	728,177.04	728,177.04	====== 2.96	23,859,332.96	

REVENUE REPORT CALENDAR 7/2017, FISCAL 1/2018

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED	
	GENERAL TOTAL	8,974,731.00	2,901.07	2,901.07	.03	8,971,829.93	
	ROAD USE TAX TOTAL	1,250,000.00	.00	.00	.00	1,250,000.00	
	EMPLOYEE BENEFITS TOTAL	1,966,905.00	.00	.00	.00	1,966,905.00	
	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	550,000.00	.00	.00	.00	550,000.00	
	50% SALES TAX-PROP TAX RE TOTA	770,000.00	.00	.00	.00	770,000.00	
	TAX INCREMENT FINANCING TOTAL	1,269,916.00	.00	.00	.00	1,269,916.00	
	ECONOMIC DEVELOPMENT TOTAL	27,000.00	.00	.00	.00	27,000.00	
	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	.00	.00	.00	5,000.00	
	LIBRARY TRUST FUNDS TOTAL	.00	.00	.00	.00	.00	
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00	
	DEBT SERVICE TOTAL	1,931,004.00	.00	.00	.00	1,931,004.00	
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00	.00	

REVENUE REPORT CALENDAR 7/2017, FISCAL 1/2018

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	300.00	300.00	10.00	2,700.00	
	WPC MAINT & OPERATION TOTAL	4,539,300.00	.00	.00	.00	4,539,300.00	
	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	.00	.00	.00	761,000.00	
	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	.00	.00	.00	430,000.00	
	INTERNAL SERVICE FUND TOTAL	485,000.00	.00	.00	.00	485,000.00	
	TOTAL REVENUES	23,188,446.00	3,201.07	3,201.07	.01	23,185,244.93	

RESOLUTION NO.

WHEREAS, Application has been made by Wal-Mart Stores, Inc. for a Class E Liquor License with Sunday Sales for Wal-Mart Supercenter #1431, 300 North Park Dr; AND

WHEREAS, such an investigation has been conducted.

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

THAT, Wal-Mart Stores, Inc. 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 Wal-Mart Supercenter #1431, 300 North Park Dr, effective July 21, 2017 be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this _	day of	^ 	20		
	CITY OF KEO	KUK, LEE CO	UNTY, IOWA		
	By:				
		D. MARION, 1			
ATTEST:					
foregoing is	rig, City Clerk of a true copy of a on	un ordinance, p	eokuk, hereby ce assed by the Cit	ertify that that the above and ty Council of said City at a	d a
		EAN LUDWIG,	CITY CLERK		

RESOLUTION NO.

WHEREAS, Application has been made by Arrowhead Bowl Inc. for a Class C Liquor License with Sunday Sales for Arrowhead Bowl, 3535 Main 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, Arrowhead Bowl Inc. 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 with Sunday Sales for Arrowhead Bowl, 3535 Main Street, effective August 1, 2017 be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this _	day of		, 20		
	CITY OF KEO	KUK, LEE CO	OUNTY, IOWA		
	By:			_	
	THOMAS	D. MARION	, MAYOR		
ATTEST:					
foregoing is		an ordinance,		rtify that that the above a y Council of said City a	
	_				
	JI	EAN LUDWIC	G, CITY CLERK		

RESOLUTION NO.

WHEREAS, Application has been made by Rollin' on the River for a Class C Liquor License with Outdoor Service for Rollin' on the River, Victory Park River Front; AND

WHEREAS, such an investigation has been conducted.

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

THAT, Rollin' on the River 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 Special Class C Liquor License with Outdoor Service for Rollin' on the River, Victory Park River Front, effective August 18-20, 2017, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this _	day of	, 20	
	CITY OF KEOR	KUK, LEE COUNTY, IOWA	
	Ву:		
	THOMAS	D. MARION, MAYOR	
ATTEST:			
foregoing is	-	f the City of Keokuk, hereby con ordinance, passed by the Ci_, 20	• .
	— JE	EAN LUDWIG, CITY CLERK	

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JULY 6, 2017.

REGISTER NO. 4936

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 3,411.00
AMI PIPE & SUPPLY	SUPPLIES	\$ 69.13
BEARING HEADQUARTERS CO.	PARTS	\$ 561.03
GATE CITY PUBLISHING	SUBSCRIPTION	\$ 89.00
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 190.00
GRAY QUARRIES, INC	ROADROCK	\$ 448.63
JIM BAIER, INC	PARTS	\$ 47.96
RIVER CITY PARTS, INC.	PARTS	\$ 27.48
LAWSON PRODUCTS, INC.	SUPPLIES	\$ 103.03
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 263.97
KEYSTONE LABORATORIES, INC.	PRETREATMENT	\$ 569.10
MEYERS DRIVEWAY & SEPTIC TANK	RENTAL/PORTABLE TOILETS	\$ 625.00
ALLIANT	ELECTRIC BILL	\$ 10,950.14
THE CARDBOARD BOX	UPS CHARGES	\$ 25.87
VISION SERVICE PLAN	VISION COVERAGE	\$ 3,291.88
HACH COMPANY	LAB SUPPLIES	\$ 917.43
PRINCIPAL LIFE GROUP	DISABILITY/ LIFE INS.	\$ 1,034.83
LEE COUNTY RECORDER/REGISTRAR	QUIT CLAIM DEED	\$ 84.00
LINDNER AVIATION, INC.	MANAGER FEE/MOWING	\$ 6,180.80
FAIRCHILD COMMUNICATIONS	AIRNDB MAINTENANCE	\$ 135.00
TRUCK REPAIR, INC	PARTS	\$ 393.09
MEYERS PLUMBING	REPAIRS	\$ 531.63
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$ 725.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 200.44
RESERVE ACCOUNT	REFILL POSTAGE	\$ 500.00
KEOKUK CONTRACTORS, INC	LABOR/MATERIAL	\$ 397.50
CONNECTION INSURANCE	WORKER'S COMP PREMIUM	\$ 67,375.00
GOODYEAR AUTO SERVICE CENTER	TIRES	\$ 158.50
GATE CITY SEED COMPANY	SUPPLIES	\$ 59.98
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 1,293.81
RATHBUN REGIONAL WATER ASSOC.	AIRPORT WATER BILL	\$ 19.88
VEENSTRA & KIMM, INC.	ENGINEER FEES PERMEABLE PAVERS	\$ 3,328.25
DETCO INDUSTRIES, INC.	PARTS/SUPPLIES	\$ 27.90
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 9,771.24
HANCOCK COUNTY COLLECTOR	BRIDGE PROPERTY TAX	\$ 19,909.74
HOERNER YMCA	MEMBERSHIPS FIRE DEPARTMENT	\$ 4,485.00
PER MAR SECURITY SERVICES	SECURITY SERVICES	\$ 186.75
RAIRDEN AUTO SALVAGE, INC.	TOWING SERVICE	\$ 110.00
OVERHEAD DOOR COMPANY OF	SERVICE/LABOR	\$ 167.00
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 184.53
LYNN PEAVEY COMPANY	SUPPLIES	\$ 201.00

REGISTER NO. 4937

CHEMSEARCH	SUPPLIES	\$ 205.66
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 304.54
VISA	CARD SERVICES	\$ 258.62
KOHL WHOLESALE	CONCESSION SUPPLIES FOR POOL	\$ 1,555.04
JAMES K. NEFF	LABOR/MATERIAL	\$ 618.50
TRAVIS S. SCHULTE	OAKLAND CEMETERY LABOR	\$ 375.00
AUTOZONE	PARTS/SUPPLIES	\$ 74.43
PAUL S. KELLY SR.	MOTOR REPAIR	\$ 300.00
XEROX CORPORATION	SERVICES	\$ 316.61
WISS & WISS EQUIPMENT INC.	PARTS	\$ 515.77
WAL-MART COMMUNITY/GECRB	SUPPLIES	\$ 902.86
T.O. HAAS TIRE CO.	TIRES	\$ 412.14
JERRY'S LOCKSMITH	UNLOCKING SERVICES	\$ 256.45
DISCOUNT TIRE & SERVICE	TIRES	\$ 508.00
HNTB CORPORATION	ENGINEER FEES	\$ 6,079.35
MEDIACOM	SERVICES	\$ 74.85
DAVID DYE	PLUMBING SERVICES	\$ 422.65
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 15,674.73
BIG RIVER RENTAL & SALES	TOOL RENTAL	\$ 192.50
IMI EQUIPMENT, LLC	PARTS	\$ 935.29
KEVIN B. FEEHAN	LAND/WATER VEGETATION CONTROL	\$ 1,455.00
MIDWEST SAFETY COUNSELORS, INC	SENSORS	\$ 346.15
TWITCHELL CONSTRUCTION, INC.	BRIDGE SHOP DOOR REPAIR	\$ 5,674.60
SUSAN ROGERS	REIMBURSE GRAND THEATER CHARGE	\$ 119.88
GREATER BURLINGTON PARTNERSHIP	2017 D.C. SUMMIT SE IOWA DAYS	\$ 375.00
KEDC	ANNUAL SUPPORT	\$ 60,000.00
MEYERS & JAMES	TRAFFIC SIGNAL PAINTING	\$ 73,904.00
ANYTIME FITNESS	MEMBERSHIP	\$ 690.00
WEST CENTRAL FS INC.	BULK FUEL	\$ 14,952.26
TRANS-IOWA EQUIPMENT, INC.	SWEEPER PARTS/FREIGHT	\$ 710.27
SAFEGUARD BUSINESS SYSTEMS	SERVICES	\$ 383.00
VERIZON WIRELESS	CELLULAR SERVICES	\$ 128.41
PEPSI COLA MEMPHIS BOTTLING CO	POP FOR POOL CONCESSIONS	\$ 269.30
BESTDRIVE BRAHLER'S	TIRES	\$ 1,188.00
WINDSTREAM	SERVICE	\$ 1,640.29
JERRY HERR	REIMBURSE GRAND THEATER PARTS	\$ 249.80
NFPA	NFPA SUBSCRIPTION	\$ 1,345.50
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 29.90
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 1,161.72
DOUG SEABOLD	TOOL ALLOWANCE	\$ 128.39
D & L EXCAVATING, INC.	PAY EST #3 RAND PARK PAVERS	\$ 360,593.37
EAGLE TECHNOLOGIES KEOKUK	COMPUTER REPAIR	\$ 37.50
JIM DAVIDSON	MOWING @ VARIOUS PROPERTIES	\$ 1,565.00
TRI-STATE STRENGTH &	MEMBERSHIP	\$ 690.00
VISA	CARD SERVICES	\$ 2,568.71

REGISTER NO. 4938

STENCILS	\$	252.00
SUPPLIES	\$	42.50
COMPLETE ABSTRACT	\$	970.00
HOTEL/MOTEL SUPPORT FY 16-17	\$	30,000.00
	SUPPLIES COMPLETE ABSTRACT	SUPPLIES \$ COMPLETE ABSTRACT \$

\$ 730,505.06

RESOLUTION NO.	
	And the second second

A RESOLUTION AUTHORIZING THE DEMOLITION OF THE UNITARIAN CHURCH BUILDING LOCATED AT 228 NORTH 4TH STREET AND SEEKING THE RECOVERY OF THE COSTS OF DEMOLITION

WHEREAS, The Unitarian Church, located at 228 North 4th Street, is an iconic building within the City of Keokuk, but has remained in a state of disrepair and increasing dilapidation since 2005; and

WHEREAS, The City of Keokuk attempted numerous times to communicate with the owners of the Church, an organization incorporated under the name "Christ Vision Inc." doing business as the "Temple to World Peace, Inc."; and

WHEREAS, The City of Keokuk was forced to declare the building "Unsafe to Occupy" December 29th, 2008, due to the structural hazards, nuisances under Title Five of the Keokuk Municipal Code, and weather protection issues, including holes in the roof and a falling façade; and

WHEREAS, after a breakdown in communications, the City of Keokuk filed complaint against the owners of the Unitarian Church, Christ Vision, Inc., d/b/a Temple to World Peace, Inc., located at 228 North 4th Street, alleging the structure was a dangerous building, a nuisance, and a hazard, in violation of Keokuk Municipal Code with the District Court of Iowa for Lee County at Keokuk; and

WHEREAS, judgment was entered in favor of the City of Keokuk and against the Defendant on December 13, 2016, a copy of which is attached as Exhibit A to this Resolution; and

WHEREAS, the Defendant and owner of the church was granted until March 1, 2017, to reach an agreement with the City of Keokuk for a written plan of abatement of the hazardous conditions, or face demolition of the building by the City; and

WHEREAS, Christ Vision, Inc., d/b/a Temple to World Peace, Inc., nor any other party, abated the hazardous conditions, nor submitted a plan for such abatement, by March 1, 2017, or subsequent to that date; and

WHEREAS, the City, through its City Attorney, attempted to communicate with Christ Vision, through its attorney, following the March 1, 2017 deadline, but received no response; and

WHEREAS, conditions at the Unitarian Church, at 228 North 4th Street, remain hazardous and dangerous, and present a public health and safety risk to the citizens of Keokuk; and

WHEREAS, the Uniform Code for the Abatement of Dangerous Buildings, adopted by reference at Chapter 15.22 of the Keokuk Municipal Code, permits the City to do all necessary work to Repair or Demolish a structure presenting a danger to the community, and further allows the City to recover the costs of such repairs or demolition through the assessment of Liens on the property; and

WHEREAS, the City Council hereby finds that it is, regrettably, more cost effective to demolish the structure than do the work necessary to abate the nuisances and bring the property back into compliance with the code, and without a willing partner to maintain the structure even if such work were completed, believes that there is no acceptable alternative in keeping to its financial and public health and safety responsibilities to the taxpayers and citizens of the City of Keokuk but to demolish the structure;

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

THAT, the Mayor, and all necessary employees of the City, take all actions necessary to effectuate the demolition of the Unitarian Church building at 228 North 4th Street, Keokuk, Iowa and exercising care to comply with state law and regulations, as well as local ordinances. including public bidding for any contracts for demolition; and further

THAT, the Mayor, and all necessary employees of the City, shall take all action necessary and proper to recover the costs of such demolition from the owner of the property, include through the assessment of liens against the property; and further

THAT, that the Mayor, and all necessary employees of the City, take all action necessary to fully implement the Iowa District Court's Ruling and Judgment, attached as Exhibit A hereto.

Passed this	day of, 20_	<u> -</u>
	CITY OF KEOKUK, LEE COUN	TY, IOWA
	By:THOMAS D. MARION, MA	YOR
foregoing is		k, hereby certify that that the above and by the City Council of said City at a
	JEAN LUDWIG, C	ITY CLERK

IN THE DISTRICT COURT OF IOWA IN AND FOR LEE COUNTY AT KEOKUK

CITY OF KEOKUK,

Plaintiff, KECICI000123

*

CHRIST VISION, INC, 228 North 4th Street, ,Keokuk, IA d/b/a TEMPLE TO WORLD PEACE, INC. Defendant.

Ruling and Judgment Entry

Appearances:

For Plaintiff: Douglas Dorando, Keokuk City Attorney

For Defendant: Curtis Dial

THE ABOVE CAPTIONED MATTER was commenced on April 27, 2016 by citation for municipal infraction issued by the City of Keokuk alleging violations of Keokuk Municipal Code §§ 5.24.020 (1, 8, 9, 10, and 11) and 5.24.020 (4 and 5). Additionally, the citation alleges violations of the Uniform Code for Abatement of Dangerous Buildings Chapter 3, §§ 302 (5, 8, 9, 14, 16, and 17). The defendant, a defunct Iowa Corporation as of the date of the filing, denied the alleged violations.

Overview:

This proceeding is simply the latest chapter of an ongoing set of legal / public disputes regarding the fate of the historic Unitarian Church building located at 228 North 4th Street in the City of Keokuk, Lee County, Iowa. The trial of this municipal infraction case has been continued several times to allow the parties to try to reach a mutually satisfactory settlement of the overriding issues, but no settlement as of the date of trial was reached. The hearing with regard to the municipal infraction commenced on September 29, 2016 and concluded on October 31, 2016.

The court received a substantial amount of witness testimony and documentary evidence during the hearing. Some of this evidence documents the efforts that have been made by a relatively small and dedicated group of community historic preservationists to raise funds and do work on the structure over the past decade. See Defendant's Ex. C. Also, some of the evidence deals with past interactions between the parties, as well as the current goals of the preservationist community. See submitted documents, arguments, and letters of support. Though this testimony and documentation provides valuable context to explain the current situation, it is not directly relevant to the specific issue that the court has to decide – whether or not the evidence establishes that a municipal infraction exists. No matter what the Court decides regarding the alleged municipal infraction, however, this ruling cannot resolve the fundamental problem presented by this situation.

The historic Unitarian Church is an inspirational, important, and iconic Keokuk landmark which cannot be replaced if it is demolished. See Defendant's Ex. F. The real problem is that it cannot be either properly repaired or demolished without the infusion of a *large* amount of money, expertise and resources. It is vital for the parties to understand that finding the resources

to deal with this deteriorating structure is *not a legal issue*, but rather is a social, business, and political decision for the community and its leaders to make.

The resources currently available to Christ Vision are inadequate to deal with any of the most serious and immediate deficiencies. [If the money had been available, those problems would have already been resolved. Christ Vision and its allies have wanted to restore the grandeur of the building for a long time.] "Punishing" the defendant for the structure's problems through civil penalties for code violations is a meaningless and counter-productive act. Unless some type of functional public-private partnership can be created or a "white knight" with adequate resources can be found to fund rehabilitation of the structure, the entire burden of dealing with this building will fall to the City and its taxpayers to deal with on their own. Furthermore, the fate of the building also depends on creating a sustainable, long-term, and practical purpose for its future. It is clear that adversarial proceedings thus far have not achieved anyone's goals. The elements of wind, rain, snow, freezing, and thawing will march relentlessly on until someone with adequate means takes effective action to either fix or remove the structure.

Findings of Fact and Analysis:

The citation in this case alleges several specific violations of the city code with regard to the structure. Based upon the entire record taken as a whole, the court finds that the allegations regarding violations of section 5.24.020 (1) [junk, waste and refuse], (9) [abandoned buildings], (11) [fire hazards] and Section 5.24.020 (4 & 5) [vermin harborage and vermin infestation] were either not proven by clear, satisfactory, and convincing evidence or that the conditions regarding these alleged violations have been addressed by the parties since commencement of this action. This leaves remaining allegations of nuisance 5.24.020 (8) [dangerous buildings] and 5.24.020 (10) [hazards] as the focus of this case.

Keokuk Municipal Code § 5.24.020 (8) declares "dangerous buildings or structures" as nuisances. Likewise, the Municipal Code also declares "hazards" as nuisances.

Hazards are defined as:

Any hazardous thing or condition on the property which may contribute to the injury of any person present on the property. Hazards include, but are not limited to open holes, open foundations, open wells ... See Keokuk Municipal Code § 5.24.020 (10).

The definition of a dangerous building is contained in the Uniform Code for Abatement of Dangerous Buildings which is adopted and incorporated by reference into the Keokuk Municipal Code through Keokuk Municipal Code § 15.22.010. A "dangerous building" is "any building or structure deemed to be dangerous under the provisions of Section 302 of the Uniform Code for Abatement of Dangerous Buildings". The specific relevant provisions of this code alleged to have been violated are stated as follows:

[A]ny building or structure which has any or all of the conditions or defects hereinafter described shall be deemed a dangerous building, provided such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered...

5. Whenever any portion or member or appurtenance thereof is likely to fail, or become detached or dislodged, or to collapse and thereby injure persons or damage property.

- 8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
- 9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.
- 14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
- 16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
- 17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

See Chapter 3, Section 302 (5, 8, 9, 14, 16, and 17), Uniform Code for Abatement of Dangerous Buildings.

Municipalities, such as the City of Keokuk, in the exercise of their police powers, may declare and abate nuisances by adopting and enforcing reasonable ordinances. Hancock v. City Council of City of Davenport, 392 N.W.2d 472, 475 (Iowa 1986). This case presents an example of the exercise of that authority. In this case the city alleges that the conditions of the Christ Vision building meet those definitions.

The building first came to the attention of city officials in July of 2015. On July 18, 2005 the city sent a notice of nuisance letter requesting the Defendant to address a hazardous condition caused by disrepair of brick corners and moldings (that were falling). See Plaintiff's Ex. 1.

On December 29, 2008 the City declared the building at 228 North 4th St. as "Unsafe to Occupy" due to structural hazards, nuisance, and weather protection issues. Notices were sent to the city municipal waterworks, Atmos Energy (gas), and Alliant Energy (electric) that the building was not safe for human habitation. See Plaintiff's Ex. 2.

On April 26, 2010 a grass and weed notice was given to the Defendant by the City. See Plaintiff's Ex. 3. Apparently, that issue was adequately resolved.

On January 21, 2011 a letter was sent to the Christ Vision board suggesting that the building be demolished and that the City was taking bids from demolition companies in the area. See Plaintiff's Ex. 4. This letter was followed shortly thereafter by another letter on February 7, 2011 again raising the matter of taking bids for demolition and noting specific conditions of deficiency of windows needing to be covered, the roof caving in, interior problems, and steeples which were not secure and presenting a hazard to passersby. See Plaintiff's Ex. 5.

The City sent a letter to Mr. Dailey noting its objections to a news interview on WGEM-TV that involved entry into the building. The City warned that the unsafe to occupy notice forbid anyone not working on repair or demolition of the building from entering the structure. The City specifically requested that any interviews in the future take place outside the structure. See Plaintiff's Ex. 6.

On March 11, 2011 a structural evaluation report was sent to Melanie Wells by engineer Charles S. Bach, Jr. His report indicated several key findings regarding the building's structural features. Those findings included:

- 1. Foundation: The foundation appears to be sound. No cracks were noted in the exterior walls and no settlement was noted in the roof or wall structures. The rubble foundation is in good condition.
- 2. Side Walls: The side walls are masonry (brick). No cracks suggesting movement are noted in the side walls. Areas over windows or other openings are deteriorated and collapsing. These areas need to be repaired. The entire exterior needs to be tuckpointed and missing brick replaced. The windows, bell tower opening and other openings need to be painted, replaced and refurbished. All steeples need to be refurbished with a new finish, shingles, and louvers.
- 3. Roof: The roof is slate or asphalt shingles over wood sheathing over wood purlins running the length of the building. The roof structure, sheeting, and shingles need to be replaced. Some of the materials may be salvaged. The structure today looks good. No sags in the ridges or valleys. The steeples are straight with no signs of leaning. The structure has been exposed to the weather because of the areas that do not have a waterproof surface.
- 4. Floor in Sanctuary: The floor structure appears sound. When renovation is started a new flooring system needs to be installed. The floor joist may need to be replaced and the building investigated for termites.

Summary: The building needs a new roof and repairs to the roof structure, the masonry walls need tuckpointing and repair to damaged areas, all the trim needs painting or replaced, the windows and entrance doors need refurbished, and selected replacement of glass panels. The structure is in remarkably good condition considering its lack of maintenance. I do not notice any conditions that would suggest the possible collapse of the structure. Defendant's Ex. A.

It is clear from this report that if adequate action had been taken in 2011 (primarily the roof replacement to protect the interior of the building), the situation currently in existence would have been significantly mitigated. Over the past five years, however, the big issue – roof deterioration and its consequences – have taken a progressively severe toll on the structure. Ms. Mahoney testified that the structure has holes in its roof (ceiling), holes in the sanctuary floor), bricks falling from the structure, water in the basement, junk piled in the building, missing windows, damage to the steeple caps, unsecure stones and damage to the front steps. These observations are supported by photographic evidence. See Plaintiff's Ex. 8.

The Court specifically finds, based upon the entire record taken as a whole, that the building itself, in its current state of disrepair and deterioration is in fact a "dangerous building" as that term is defined by Chapter 302 of the Uniform Code for Abatement of Dangerous Buildings. The UCADB has been adopted into the Keokuk Municipal Code by K.M.C. § 15.22.010. The major problems of the building include large holes in the roof of the structure,

fallen plaster in many parts of the interior of the structure, holes in the sanctuary floor, water in basement areas, fallen bricks, and an assemblage of boards, debris, moldings, and other parts of the structure that have fallen or which have otherwise been scattered throughout much of the structure. These conditions make the old Unitarian Church at 428 N. 4th St. a "dangerous building". Additionally, several of the conditions, such as falling bricks and other materials, holes in the sanctuary floor, and accumulations of rubble within the building, "may contribute to the injury of any person present on the property" and are, therefore, "hazards" as defined by the municipal code. In its present condition, the building is a nuisance subject to abatement order and a finding that a municipal infraction has occurred and is continuing to occur.

Though the building's problems are obvious, finding the solution to the dilemma posed is the real problem presented in this case. If the parties decide that demolition rather than rehabilitation of the building must occur, the proposals suggested in the memorandum from Mr. Dailey to Keokuk city officials dated April 25, 2016 embody several meritorious and thoughtful ideas that would help preserve key parts of the history and legacy of the historic Unitarian Church for the Keokuk community and it citizens. See Plaintiff's Exhibit 7.

ACCORDINGLY, THE COURT ENTERS THE FOLLOWING JUDGMENT:

- 1. The city has proven that the condition of the property located at 428 N. 4th Street (old Unitarian Church) and owned by the defendant is a nuisance for the reasons stated above and that the municipal infraction of dangerous building / hazards has occurred and has not yet been abated.
- 2. A civil penalty of \$250 is hereby imposed against the defendant. See Iowa Code § 364.22 (10) (a) (1).
- 3. The civil penalty is suspended subject to compliance with the abatement order.
- 4. The defendant, or any successor person or entity who assumes ownership of the property without approval of the City of Keokuk, shall abate all significant violations of the municipal code (those making the structure a dangerous building or presenting a hazard). Minimum abatement for compliance under this order shall include the following steps:
 - a. Replace roof on building in a manner complying with applicable building codes and sufficient to keep rain, snow, and other precipitation out of the interior areas of building in order to protect its contents and to prevent further damage to structure.
 - b. Secure any portion of structure at serious risk of falling on the ground, sidewalks, or other areas outside the building which present a hazard to passersby or persons in proximity of the building. The exact actions needed to meet this requirement shall be specified in writing by the City of Keokuk through its officers or agents.
 - c. Remove or repair any hazardous condition within the structure that makes it unsafe to occupy. The exact hazards to be abated under this requirement shall be specified in writing by the City of Keokuk through its officers and agents.
- 5. Defendant, or any successor owner not prior approved by the City of Keokuk, shall abate the conditions set forth in paragraph 4 above within a period of time set forth

- by and subject to conditions specified in a written plan of abatement to be agreed upon by the defendant or its successor and the City of Keokuk.
- 6. Abatement may be accomplished either by making the repairs set forth in paragraph 4 or by code compliant demolition of the building and restoration of the lot to a legal condition.
- 7. If no agreement between the parties with regard to a written plan of abatement and timeline for completion of abatement is reached by March 1, 2017 (or by any additional period of time mutually agreed by the parties), then the City may take any action needed to abate the conditions set forth above and may assess up to \$5000 of the cost of abatement (jurisdictional limit of small claims court) to the Defendant or its successor and to the property. See Iowa Code § 364.22 (10) (a) (4-5). Said abatement costs shall be taxed as costs and shall become a lien on the property.
- 8. If the City seeks to be reimbursed for any amount in excess of \$5000 for costs of abatement, it must seek such reimbursement by appropriate action in District Court [court of general jurisdiction] with appropriate procedure, hearing, and notice to all effected parties.
- 9. If the Defendant or its successor, elects to sell and deed, or to donate and deed, the property to the City of Keokuk or to an entity or person approved in writing in advance by the City of Keokuk, then all abatement obligations under this order shall be deemed fulfilled and the Defendant or its successor will no longer be considered to be subject to this order.

Court costs are assessed to the defendant.

Appeal may be taken in the manner and within the time limits as provided in Iowa Code § 631.13 and any other applicable law. See Iowa Code § 364.22 (10) (c).

SO ORDERED AND ADJUDGED.



State of Iowa Courts

Type:

OTHER ORDER

Case Number

Case Title

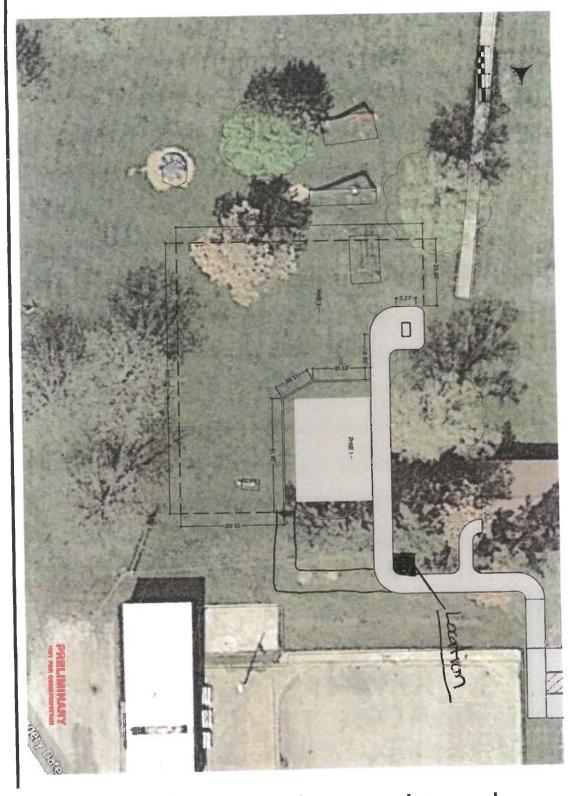
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CITY OF KEOKUK MVS CHRIST VISION, INC

So Ordered

Gary R. Moneman, District Associate Judge, Eighth Judicial District of Iowa

Electronically signed on 2016-12-13 14:56:52 page 7 of 7



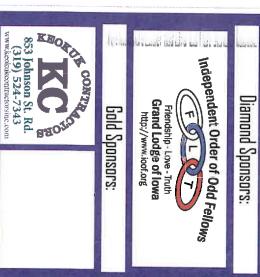






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BENTLEY'S HAPPY SMILES AND PERSEVERANCE THROUGH ALL THE CHANGES OF LIFE ARE AN INSPIRATION TO US ALL.

SPECIAL THANKS TO EVERYONE INVOLVED **KPLAY Board of Directors:**

Joe Lisieski, Trish Payne, Suzan Payne, Nicole McGhghy, Stephen Tyler McGhghy, Rick Phillips, Heather Rose, Devon Dade, Jesse Greenslaugh, Michael Greenslaugh Fred Seay Jr., Grant Director: Tami Blatecky





853 Johnson St. Rd. (319) 524-7343



General Contracter : Keokuk Contractors

Contributing: Ideal Ready Mix, Hickey Contracting Co., A.C. Contracting, Chase Contracting LLC **Engineering: Brian Carroll, Shoemaker & Haaland**



Memo

To:

Aaron Burnett

From

Susan Coffey

Date:

June 27, 2017

Re:

Keokuk CDBG & SRF Sanitary Sewer Improvement Projects

Attached are four (4) originals contracts for Grant Administration for the City's Sanitary Sewer Improvements project - CDBG Grant and SRF Loan.

The grant administration fee for the CDBG is \$22,500 for SEIRPC grant administration services. This amount was written into the CDBG application and is paid for out of grant funds. The SRF Loan Application and administration fee is \$12,500. Although it is for the same project, the CDBG and SRF programs have different program requirements that will need to be met, making it necessary for SEIRPC to issue separate contracts for services.

Please sign all copies and keep on original of each for the City and return the other two originals to me, via the enclosed envelope.

If you have any questions regarding these contracts, please do not hesitate to contact me at (319) 753-4302.

Thank you.



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

Tel: 319.753.5107 Fax: 319.754.4763

Website: www.selrpc.com

June 27, 2017

Mr. Aaron Burnett City of Keokuk 415 Blondeau Keokuk, IA 52732

RE:

City of Keokuk CDBG #17-WS-016
Sanitary Sewer Improvements Project

Dear Mr. Burnett:

Please find attached two original copies of the Contract for Services between the City of Keokuk and Southeast Iowa Regional Planning Commission (SEIRPC) for the grant administration services for the CDBG grant the City received from the Iowa Economic Development Authority (IEDA) for sanitary sewer improvements.

Please have the mayor sign both contracts where I have indicated, keep a copy for your files and send the other original to me, via the enclosed envelope for my files.

If you have any questions, please do not hesitate to contact me by phone at (319) 753-4302, or e-mail at scoffey@seirpc.com.

Sincerely,

Susan Coffey

Grant Administrator

Enclosure





SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF KEOKUK, IOWA

The City of Keokuk hereinafter referred to as the "City" has submitted an application for the Community Development Block Grant (CDBG) Program for their Sanitary Sewer Improvements Project and has received notification of approval of its application for funds from the lowa Economic Development Authority referred to as "IEDA". The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake as a general vendor providing services as defined in A-133 for administration of the IEDA Contract #17-WS-016 in accordance with the rules and regulations of the Iowa Economic Development Authority (hereinafter called IEDA) and the terms of this contract dated this _____ day of ______, 2017.

SECTION 1. Scope of Services

SEIRPC will provide the following services:

- 1. SEIRPC shall conduct any necessary preliminary environmental assessments and reviews relating to the project. SEIRPC shall not be responsible for conducting Phase I, Phase II, or Phase III environmental.
- 2. SEIRPC shall submit all required information to IEDA to secure a release of funds to the City.
- 3. SEIRPC shall represent the City in all program monitoring, and shall be the sole correspondent and contact with IEDA.
- 4. SEIRPC shall prepare and submit all reports and financial statements required by IEDA for the City.
- 5. SEIRPC shall work with all applicable state and Federal statutes and regulations and any other applicable requirements pertaining to IEDA, including labor standards, civil rights, procurement and other applicable requirements.

The City will remain the responsibility entity for the federal funds awarded to them and spend under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

City of Keokuk
CDBG Sanitary Sewer Improvements
Contract #18-525

SECTION 2. <u>Time of Performance</u>

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed upon notification from the IEDA that the program closeout has been approved, and the final audit has been accepted.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the IEDA in accordance with its rules and regulations, and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment.

SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the grant for the City.

Total payment shall be in accordance with the terms and conditions contained within the grant award document received and approved by the grantee. Hourly fees for Grant Administration equal \$60.00 as set forth by the fee schedule adopted by SEIRPC. Total payment to SEIRPC shall not exceed \$22,500.00.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City 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. Records Available

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

SECTION 6. Equal Opportunity in Employment

in connection with the performance of this Agreement, SEIRPC and the City 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 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.
- 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

City of Keokuk
CDBG Sanitary Sewer Improvements
Contract #18-525

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, 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.
- 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 7. Termination by the City

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City'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 the City 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 the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

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

SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City 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 superceded and of no force and effect.

SECTION 9. <u>Termination by SEIRPC</u>

SEIRPC may, by thirty (30) days written notice to the City terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City 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 10. 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, lowa Administrative Code and OMB Circular A-102.

SECTION 11. 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.

City of Keokuk	
2	
Signed	
Thomas Marion, Mayor	
Date:	
	Ti .
Southeast Iowa Regional Planning	g Commission
Signed Mike Norris Executive Director	
Date: 6-27-17	

SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF KEOKUK, IOWA

The City of Keokuk hereinafter referred to as the "City" has submitted an application for the Community Development Block Grant (CDBG) Program for their Sanitary Sewer Improvements Project and has received notification of approval of its application for funds from the lowa Economic Development Authority referred to as "IEDA". The City hereby contracts with Southeast lowa Regional Planning Commission (hereinafter SEIRPC) to undertake as a general vendor providing services as defined in A-133 for administration of the IEDA Contract #17-WS-016 in accordance with the rules and regulations of the lowa Economic Development Authority (hereinafter called IEDA) and the terms of this contract dated this _____ day of _____, 2017.

SECTION 1. Scope of Services

SEIRPC will provide the following services:

- 1. SEIRPC shall conduct any necessary preliminary environmental assessments and reviews relating to the project. SEIRPC shall not be responsible for conducting Phase I, Phase II, or Phase III environmental.
- 2. SEIRPC shall submit all required information to IEDA to secure a release of funds to the City.
- 3. SEIRPC shall represent the City in all program monitoring, and shall be the sole correspondent and contact with IEDA.
- 4. SEIRPC shall prepare and submit all reports and financial statements required by IEDA for the City.
- 5. SEIRPC shall work with all applicable state and Federal statutes and regulations and any other applicable requirements pertaining to IEDA, including labor standards, civil rights, procurement and other applicable requirements.

The City will remain the responsibility entity for the federal funds awarded to them and spend under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

City of Keokuk
CDBG Sanitary Sewer Improvements
Contract #18-525

SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed upon notification from the IEDA that the program closeout has been approved, and the final audit has been accepted.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the IEDA in accordance with its rules and regulations, and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment.

SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the grant for the City.

Total payment shall be in accordance with the terms and conditions contained within the grant award document received and approved by the grantee. Hourly fees for Grant Administration equal \$60.00 as set forth by the fee schedule adopted by SEIRPC. Total payment to SEIRPC shall not exceed \$22,500.00.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City 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. Records Available

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

SECTION 6. Equal Opportunity in Employment

in connection with the performance of this Agreement, SEIRPC and the City 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 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

City of Keokuk
CDBG Sanitary Sewer Improvements
Contract #18-525

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, 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,
- 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 7. <u>Termination by the City</u>

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City'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 the City 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 the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

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

SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City 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 superceded and of no force and effect.

SECTION 9. Termination by SEIRPC

SEIRPC may, by thirty (30) days written notice to the City terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City 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 10. 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, lowa Administrative Code and OMB Circular A-102.

SECTION 11. 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, lowa Administrative Code.

City of Keokuk			
Signed Thomas Marion, Mayor	a E		in the same
Date:	w		
Southeast Iowa Regional Planning Commission			
Signed Mike Norris Executive Director	1	c	
Date: 6-27-17			



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

Tel: 319.753.5107 Fax: 319.754.4763

Website: www.seirpc.com

June 27, 2017

Mr. Aaron Burnett City of Keokuk 415 Blondeau Keokuk, IA 52732

RE: City of Keokuk SRF Loan Sanitary Sewer Improvements Project

Dear Mr. Burnett:

Attached are two original copies of the Grant Administration Contract between the City of Keokuk and SEIRPC for our grant administration on the SRF Loan the City of Keokuk will be applying for on their sanitary sewer improvements project.

Please have the Mayor sign where I have indicated on both contracts. Please keep one original copy for the City's copy and send the other original copy to me for my files.

If you have any questions, please do not hesitate to contact me by phone at (319) 753-4302, or by e-mail at scoffey@seirpc.com.

Sincerely,

Susan Coffey Grant Administrator

Enclosure





SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF KEOKUK, IOWA

The City of Keokuk hereinafter referred to as the "City" has been put on the lowa Department of Natural Resources (IDNR) Intended Use Plan (IUP) and will be submitting an application for the State Revolving Loan Fund (SRF) for the Sanitary Sewer Improvements project. The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake said administration of the SRF Loan in accordance with the rules and regulations of the SRF and the terms of this contract dated this _____ day of _____, 2017.

SECTION 1. Scope of Services

SEIRPC will provide the following services:

- 1. SEIRPC shall represent the City in all program monitoring, and shall be the sole correspondent and contact with SRF.
- 2. SEIRPC shall prepare and submit all reports and financial statements required by SRF for the City.
- 3. SEIRPC shall work with all applicable statutes and regulations and any other applicable requirements pertaining to SRF, including labor standards, civil rights, procurement and other applicable requirements.

The City will remain the responsibility entity for the loan funds awarded to them and spend under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed upon notification from the SRF that the program closeout has been approved, and the final audit has been accepted.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the SRF in accordance with its rules and regulations, and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment.

SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the SRF Loan for the City.

Total payment shall be in accordance with the terms and conditions contained within the SRF Loan award document received and approved by the grantee. Hourly fees for Loan Administration equal \$60.00 as set forth by the fee schedule adopted by SEIRPC. Total payment to SEIRPC shall not exceed \$12,500.00.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City.

SECTION 4. Personnel

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

SECTION 5. Records Available

The City shall provide access at all times for the department, the authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes.

SECTION 6. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and the City 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 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

City of Keokuk Sanitary Sewer Improvements SRF Loan Project Contract #18-526 Executive Orders 11625, 11432, and 12138

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

SECTION 7. <u>Termination by the City</u>

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City'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 the City 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 the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

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

SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City 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 superceded and of no force and effect.

SECTION 9. <u>Termination by SEIRPC</u>

SEIRPC may, by thirty (30) days written notice to the City terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City 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 10. 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.

SECTION 11. 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 not been resolved within that period.

City of Keokuk				
	12		>	22
Signed				
Thomas Marion, Mayor				
Date:				
Southeast Iowa Regional Planning	g Commission			
Signed Mike Norris		1 0 2	>	
Executive Director				
Date: 6-27-17				

SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF KEOKUK, IOWA

The City of Keokuk hereinafter referred to as the "City" has been put on the lowa Department of Natural Resources (IDNR) Intended Use Plan (IUP) and will be submitting an application for the State Revolving Loan Fund (SRF) for the Sanitary Sewer Improvements project. The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake said administration of the SRF Loan in accordance with the rules and regulations of the SRF and the terms of this contract dated this _____ day of _____, 2017.

SECTION 1. Scope of Services

SEIRPC will provide the following services:

- 1. SEIRPC shall represent the City in all program monitoring, and shall be the sole correspondent and contact with SRF.
- 2. SEIRPC shall prepare and submit all reports and financial statements required by SRF for the City.
- 3. SEIRPC shall work with all applicable statutes and regulations and any other applicable requirements pertaining to SRF, including labor standards, civil rights, procurement and other applicable requirements.

The City will remain the responsibility entity for the loan funds awarded to them and spend under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed upon notification from the SRF that the program closeout has been approved, and the final audit has been accepted.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the SRF in accordance with its rules and regulations, and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment.

SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the SRF Loan for the City.

Total payment shall be in accordance with the terms and conditions contained within the SRF Loan award document received and approved by the grantee. Hourly fees for Loan Administration equal \$60.00 as set forth by the fee schedule adopted by SEIRPC. Total payment to SEIRPC shall not exceed \$12,500.00.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City.

SECTION 4. Personnel

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

SECTION 5. Records Available

The City shall provide access at all times for the department, the authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes.

SECTION 6. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and the City 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 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

City of Keokuk
Sanitary Sewer Improvements SRF Loan Project
Contract #18-526

Executive Orders 11625, 11432, and 12138

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

SECTION 7. Termination by the City

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City'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 the City 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 the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

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

SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City 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 superceded and of no force and effect.

SECTION 9. <u>Termination by SEIRPC</u>

SEIRPC may, by thirty (30) days written notice to the City terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City 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 10. 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.

SECTION 11. 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 not been resolved within that period.

City of Keokuk		
Signed Thomas Marion, Mayor		
Date:	-	
Southeast Iowa Regional Plannin	g Commission	
Signed Mike Norris Executive Director	· · · · · · · · · · · · · · · · · · ·	
Date: 6-27-17	-	

RESOLUTION NO.

A RESOLUTION APPROVING THE FINAL READING OF ORDINANCE 1970.

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

THAT, the Keokuk City Council approves third reading of Ordinance No. 1970 modifying the sewer rate for the City of Keokuk.

MOVED I	BY	SECONDED BY	7
Passed this	66th day of July, 2017.		
ROLL CA	LL:		
AYES –	NAS	7S –	ABSENT -
		THOMAS D. MA	RION, MAYOR
ATTEST:	JEAN LUDWIG, CITY CLERK	-	

ORDINANCE NO. 1970

AN ORDINANCE AMENDING TITLE 13 CHAPTER 8, "SEWER RATES," OF THE KEOKUK MUNICIPAL CODE

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

<u>Section 1.</u> Section 13.08.040, Class I Rates, is amended to read as follows: Rates for class I users shall be calculated on the total contribution of CBOD, TSS and flow.

Rates for class I users are as follows:

- (1) Flow, Five thousand forty seven dollars (\$5,047) per million gallons;
- (2) CBOD, \$0.196 per pound;
- (3) TSS, \$0.191 per pound.

Section 2. Section 13.08.060, Class II Rates, is amended to read as follows: Rates for the class II users shall be \$6.35 per one thousand gallons per month on usage over the minimum rate allowance based on actual or estimated monthly water meter readings. The minimum monthly rate for class II users shall be twenty eight dollars and eighty cents (\$28.80) based on two thousand gallons.

<u>Section 3.</u> All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

<u>Section 4.</u> This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

RESOLUTION NO. 268-17

INITIAL PASSAGE this 1st day of June, 2017.

	CITY OF KEOKUK, LEE COUNTY, IOWA		
BY:	THOMAS D. MARION, MAYOR		
ATTEST:	JEAN LUDWIG, CITY CLERK		
ROLL CALL: O'CONNOR – AYE MOORE – ABSENT PAYNE – AYE WINN – AYE HELENTHAL – AYE MORTIMER – ABSENT POLLITT – AYE BRYANT – AYE DUNEK – AYE			
AYES – 6	NAYS – 1 ABSENT – 2		
RESOLUTION NO. 275-17			
SECOND PASSAGE this 22 day of Ju	ine, 2017.		
THAT , the final reading of Ordinance No. 1970 regarding "Sewer Rates" be approved.			
	CITY OF KEOKUK, LEE COUNTY, IOWA		
BY:	THOMAS D. MARION, MAYOR		
ATTEST:	JEAN LUDWIG, CITY CLERK		

AYES-5 NAYS-1 ABSENT-3

DUNEK - AYE

ROLL CALL: O'CONNOR – AYE MOORE – ABSENT PAYNE – NAY WINN – ABSENT HELENTHAL – ABSENT MORTIMER – AYE POLLITT – AYE BRYANT – AYE

RESOLUTION NO.

FINAL PASSAGE this 6th day of July, 2017.

THAT, the final reading of Ordinance No. 1970 regarding "Sewer Rates" be approved.

	CITY OF KEOKUK, LEE COU	NTY, IOWA
BY:	THOMAS D. MARION, MAYO	R
ATTEST:	JEAN LUDWIG, CITY CLERK	
ROLL CALL: O'CONNOR – HELENTHAL – MORTIME DUNEK –	MOORE – PAYNE – ER – POLLITT –	WINN – BRYANT –
AYES –	NAYS –	ABSENT -

Passed this	_ day of, 20
	CITY OF KEOKUK, LEE COUNTY, IOWA
	By:
	THOMAS D. MARION, MAYOR
ATTEST:	
	, City Clerk of the City of Keokuk, hereby certify that that the above and foregoing 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 APPROVING THE SECOND READING OF ORDINANCE 1971.

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

THAT, the Keokuk City Council approves the second reading of Ordinance No. 1971 rezoning Lots 1 through 12, Block 142, and Lots 1 through 6, Block 120 Original City of Keokuk, Lee County, Iowa from R-2 & R-3 to R-4.

MOVED B	Y	SECONDED BY	
Passed this	6 th day of July, 2017.		
ROLL CAI	LL:		
AYES –	NAY	S —	ABSENT -
		THOMAS D. MARIO	ON, MAYOR
ATTEST:	TEANITIES CONTROL OF THE		
	JEAN LUDWIG, CITY CLERK		

ORDINANCE NO. 1971

AN ORDINANCE AMENDING THE ZONING ORDINANCES OF THE CITY OF KEOKUK, LEE COUNTY, IOWA BY REZONING LOTS 1 THROUGH 12 IN BLOCK 142, AND LOTS 1 THROUGH 6, BLOCK 120 TO R-4 MULTIPLE DWELLING

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

SECTION 1. The zoning ordinances of the City of Keokuk, Lee County, Iowa are hereby amended by rezoning the following described real estate from R-2, single-family dwelling, and R-3, two-family dwelling, to R-4, multiple dwelling district, to wit:

Lots 1 through 12, Block 142 and lots 1 through 6, Block 120, located in the Original City of Keokuk, Lee County, Iowa and more specifically described by the following description:

Beginning at the centerline where Timea Street and South 8th Street intersect; thence northwesterly seven-hundred and thirty-two feet (732') along the centerline of Timea Street to the centerline of South 10th Street; thence westerly three hundred and sixty six feet (366') along the center line of South 10th Street to the centerline of Des Moines Street, thence southeasterly three hundred and sixty six feet (366') along the center line of Des Moines Street to the centerline of South 9th Street; thence easterly one hundred and eighty three feet (183') along the centerline of South 9th Street where it intersects with the alley; thence southeasterly three hundred and sixty six feet (366') along the centerline of the alley in Block 120 to the centerline of South 8th Street; thence easterly one hundred and eight three feet (183') along the centerline of South 8th Street to the centerline of Timea and the point of the beginning.

SECTION 2. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its final passage and publication, once in the Daily Gate City, a newspaper of general circulation, as required by law.

SECTION 3. REPEALER CLAUSE

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

SECTION 4. SEVERABILITY.

The provisions of this ordinance are severable, and if any section, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the City Council that this ordinance would have been enacted as if such illegal, invalid, or unconstitutional section, sentence, clause, part, provision, or other subdivision had not been included herein.

RESOLUTION NO. 278-17

INITIAL PASSAGE this 22nd day of .	June, 2017.
	CITY OF KEOKUK, LEE COUNTY, IOWA
BY:	THOMAS D. MARION, MAYOR
ATTEST:	JEAN LUDWIG, CITY CLERK
ROLL CALL: O'CONNOR – AYE M WINN – ABSENT HELENTHAL – BRYANT – AYE DUNEK – AYE	MOORE – ABSENT PAYNE – AYE ABSENT MORTIMER – AYE POLLITT – AYE
AYES -6	NAYS - 0 ABSENT - 3
I	RESOLUTION NO.
SECOND PASSAGE this 6th day of Ju	aly, 2017.
	CITY OF KEOKUK, LEE COUNTY, IOWA
BY:	THOMAS D. MARION, MAYOR
ATTEST:	JEAN LUDWIG, CITY CLERK
ROLL CALL: O'CONNOR – MOHELENTHAL – MORTIMER – AYES –	ORE – PAYNE – WINN – POLLITT – BRYANT – DUNEK – NAYS – ABSENT –
F	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 – MOCHELENTHAL – MORTIMER – AYES –	ORE – PAYNE – WINN – POLLITT – BRYANT – DUNEK – NAYS – ABSENT –

Passed this _	day of, 20
	CITY OF KEOKUK, LEE COUNTY, IOWA
	By: THOMAS D. MARION, MAYOR
foregoing is	ig, City Clerk of the City of Keokuk, hereby certify that that the above and true copy of an ordinance, passed by the City Council of said City at a on, 20
	JEAN LUDWIG, CITY CLERK

RESOLUTION NO. 1972

A RESOLUTION APPROVING THE INITIAL READING OF ORDINANCE 1972.

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. 1972 Restructuring the Park and Recreation Advisory Board.

MOVED BY	SECONDED	BY
Passed this 6 th day	of July, 2017.	
ROLL CALL:		
AYES –	NAYS –	ABSENT –
	THOMAS D. N	MARION, MAYOR
ATTEST: JEA	N LUDWIG, CITY CLERK	

Effective date: Jan 1, 2018

ORDINANCE NO. 1972

AN ORDINANCE RESTRUCTURING THE PARK AND RECREATION ADVISORY BOARD

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

SECTION 1.

The Keokuk Municipal Code is hereby amended by repealing Chapter 2.64 in its entirety, and enacting a new Chapter 2.64 created to read as follows:

Chapter 2.64 - PARK AND RECREATION ADVISORY BOARD

2.64.010 - Established.

There is established a Park and Recreation Advisory Board for the city, to consist of no more than seven members.

2.64.020 – Membership.

The board shall consist of seven members nominated by the Mayor and appointed by the City Council. The board shall elect from its membership a chair and a vice chair. The terms of office of the members of the park and recreation advisory board shall be three years, and not more than one-third of the terms of the membership shall expire in any one year. Vacancies may be filled at any time by nomination of the Mayor and appointment by the City Council. The chair of the City Council public works committee, and Public Works Director shall be an ex-officio members of the Board. The Board shall comply with all Open Meeting laws and regulations of the State of Iowa.

2.64.030 - Purpose.

The Park and Recreation Advisory Board is created to develop recommendations and advise the City Council on policies and programs for the maintenance, development,

promotion, and beautification of the city parks, city recreational facilities, and city owned cemeteries.

- 2.64.040 Responsibility and authority.
- (a) Full administration of the parks, and other city facilities shall remain with the city council or as delegated by them to appropriate city officials, departments, or employees.
- (b) The Board may enlist civic organizations to assist in recreational projects, park development, beautification, and maintenance, whenever volunteer participation is available. All said efforts shall require prior approval of the Public Works Director. All user or usage fees, including deposits, shall be established by separate resolution of the City Council for the use of city facilities, equipment, or city personnel, when the use of such personnel is required.
- (c) The Board shall perform those duties and functions associated with, and necessary to, managing the operations of the Keokuk aquatic center, and shall explicitly have the power to make rules and regulations, recommended for approval of the City Council, for the operation, maintenance and control of the Keokuk aquatic center. These rules shall include a recommendation for a schedule of admission charges, along with necessary policy to provide for the safety of all users, and other matters that normally pertain to the operation of an aquatic center, to be recommended for approval of the City Council.

SECTION 2.

The Keokuk Municipal Code is hereby amended by repealing Chapter 2.67 in its entirety.

SECTION 3. REPEALER CLAUSE

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

SECTION 4. SEVERABILITY.

The provisions of this ordinance are severable, and if any section, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the City Council that this ordinance would have been enacted as if such

illegal, invalid, or unconstitutional section, sentence, clause, part, provision, or other subdivision had not been included herein.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect January 1, 2018, after its final passage, approval, and publication, as provided by law.

RESOLUTION NO.

INITIAL PASSAGE this 6th day of July, 2017.

	CITY OF KEOKU	JK, LEE COUNT	ΓΥ, IOWA
BY:	THOMAS D. MA	RION, MAYOR	
ATTEST;	JEAN LUDWIG,	CITY CLERK	
ROLL CALL: O'CONNOR – MORTIMER – POLLITT – I			HELENTHAL -
AYES –	NAYS –		ABSENT -
SECOND PASSAGE this day of _	RESOLUTION, 2017. CITY OF KEOKU		ΓΥ. ΙΟWΑ
BY:	THOMAS D. MA JEAN LUDWIG,	RION, MAYOR	
ROLL CALL: O'CONNOR – HELENTHAL – MORTIME DUNEK –		PAYNE – POLLITT –	WINN – BRYANT –
AYES -	NAYS -		ABSENT -

RESOLUTION NO.

FINAL PASSAGE this day of	, 2017.	
	CITY OF KEOKUK, LEE COUN	TY, IOWA
BY:	THOMAS D. MARION, MAYO	R.
ATTEST:	JEAN LUDWIG, CITY CLERK	
ROLL CALL: O'CONNOR – HELENTHAL – MORTIME DUNEK –		WINN – BRYANT –
AYES –	NAYS -	ABSENT –

Passed this day of	, 20
CITY O	F KEOKUK, LEE COUNTY, IOWA
Ву:	
TH	OMAS D. MARION, MAYOR
ATTEST:	
	rk of the City of Keokuk, hereby certify that that the above and foregoing is a e, passed by the City Council of said City at a meeting held on
20	
	JEAN LUDWIG, CITY CLERK

A RESOLUTION APPROVING THE INITIAL READING OF ORDINANCE 1973.

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. 1973 establishing a returned check fee.

MOVED BY:	SECO	NDED BY:
Passed this 6th day of July, 20	017.	
ROLL CALL:		
AYES –	NAYS –	ABSENT -
	THOMAS D.	MARION, MAYOR
ATTEST: JEAN LUDWIG	G, CITY CLERK	

ORDINANCE NO. 1973

AN ORDINANCE ESTABLISHING A RETURNED CHECK FEE

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

SECTION 1.

The Keokuk Municipal Code is hereby amended by hereby enacting a new Chapter 2.92.090 to read as follows:

CHAPTER 2.92.090 - Returned Check Fee

2.92.090 The City Clerk shall collect a fee for each check or Automated Clearing House item that is returned to the City for non-sufficient funds, stop payment, or for any other cause not paid. Said fee shall be set by Resolution of the City Council and shall not exceed the limit established by State law.

SECTION 2. SEVERABILITY.

The provisions of this ordinance are severable, and if any section, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the City Council that this ordinance would have been enacted as if such illegal, invalid, or unconstitutional section, sentence, clause, part, provision, or other subdivision had not been included herein.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

INITIAL PASSAGE this 6th day of July, 2017.

	CITY OF KEOKUK, LEE	COUNTY, IOWA
	BY: THOMAS D. MARION, M.	IAYOR
ATTE	ST: JEAN LUDWIG, CITY CL	ERK
	– MOORE – PAYNE – TIMER – POLLITT – BRY	
AYES –	NAYS –	ABSENT –
SECOND PASSAGE this _	RESOLUTION NO. _day of, 2017.	
	CITY OF KEOKUK, LEE	COUNTY, IOWA
	BY: THOMAS D. MARION, M.	IAYOR
ATTE	ST: JEAN LUDWIG, CITY CL	ERK
	– MOORE – PAYNE - RTIMER – POLLITT -	
AYES –	NAYS -	ABSENT –

FINAL PASSAGE this day of	, 2017.	
	CITY OF KEOKUK, LEE CO	UNTY, IOWA
BY:	THOMAS D. MARION, MAY	OR
ATTEST:	JEAN LUDWIG, CITY CLER	K
ROLL CALL: O'CONNOR – HELENTHAL – MORTIME DUNEK –		
AYES –	NAYS –	ABSENT -

Passed this	day of, 20
	CITY OF KEOKUK, LEE COUNTY, IOWA
	By:THOMAS D. MARION, MAYOR
ATTEST:	
foregoing is a	g, City Clerk of the City of Keokuk, hereby certify that that the above and true copy of an ordinance, passed by the City Council of said City at a on, 20
	JEAN LUDWIG, CITY CLERK



ITEM NO.	
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CITY OF KEOKUK CITY COUNCIL AGENDA COMMUNICATION

Today's Date: July 3, 2017 Meeting Date: July 6, 2017

SUBJEC	T: Sale and Disposal of	f City o	wned prop	erty ACTION REQUIRED: Ordinance X Resolution Approval Receive/File
SYNOPS	the p	roperty	formerly k	June 22, 2017 on four vacant lots and nown as Pizza Plus at 2528 Main nusable parcels abutting this property.
FISCAL I			_	and other associated fees will be paid ers. Property will go back on the tax
RECOMME the highest		hearing		ove sale and disposal of property to
ADDRESS	BIDDER NAME	BID	AMOUNT	INTENDED USE OF PROPERTY
2528 Main				
	Dustin Masterson	\$	1,000.00	Antique/Thrift Shop
	Lee County Commercial LLC	\$	1,002.00	Lease as commercial units for office, retail, etc.
1722 Carroll	St. (vacant lot)			
	Christine Cetta	\$	2,079.89	
514 N. 12th S	it. (vacant lot)			
	Charles & Sylvia Tillman	\$	100.00	
423 N. 10th S	t. (vacant lot)			
	Bonita Scott	\$	100.00	
425 N. 10th S	t. vacant lot)			
			100,00	111

Responsible City Staff Member(s): Pam Broomhall, Community Development Director

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 five properties, described below, all of which are 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, and the City has received a proposal, following public notice and bid, for the purchase, development and use of the property described below; and

WHEREAS, it is desirable that the properties 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 July 20, 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:

- a. 1722 Carroll Street, Kilbourne Addition, West 37 ½ feet of lot 5, Block 37
- b. 514 N. 12th Street, Original City of Keokuk, Rear 51 ½ feet of Lot 12, Block 192
- c. 423 N. 10th Street, Original City of Keokuk, Front 24 1/3' OF Rear 71 1/3' of Lots 5 & 6 Block 134
- d. 425 N. 10th Street, Original City of Keokuk, Rear 22' OF Front 68 2/3 OF Lots
 5 & 6 also Rear 12' of front 46 2/3 OF SE20' Block 134
- e. 2528 Main Street Parcel ID 044521234340010 Brief Legal Description
 JEFFERSON HEIGHTS Lots 1-5 & W 1/2 alley east of lots 4 & 5 block 4 along
 with abutting properties, Parcel ID: 044521234340070 KINGS ADDITION,
 1/2 OF alley & NW PT Block 4, and Parcel ID: 044521234340020 JEFFERSON
 HEIGHTS lots 6 & 7 & W 1/2 alley East of lots 6 & 7 block 4

BE IT FURTHER RESOLVED THAT, The City Clerk is directed to publish Public Notice of the proposal 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 proposal 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 6th day of July, 2017.

	CITY OF KEOKUK, LEE COUNTY, IOWA
	By: THOMAS D. MARION, MAYOR
foregoing is	wig, City Clerk of the City of Keokuk, hereby certify that that the above and a true copy of an ordinance, passed by the City Council of said City at a d on, 20
mooting nor	JEAN LUDWIG, CITY CLERK

NOTE AMOUNT: \$200,000.00

CONVERTIBLE PROMISSORY NOTE

THIS NOTE AND THE SECURITIES INTO WHICH IT MAY BE CONVERTED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR SUCH LAWS COVERING THE TRANSFER OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

FOR VALUE RECEIVED, the undersigned, AmJet Turbine Systems, LLC, an Iowa limited liability company (the "Company"), promises to pay to the order of Lee County Economic Development Group, Inc., or its registered assigns (the "Holder"), the principal amount of \$200,000.00 (the "Note Amount"), plus interest at a rate equal to eight percent (8%) per annum from the date hereof.

Payments of principal and interest will be made by check in immediately available United States funds sent to the Holder at the address furnished to the Company for that purpose. All payments received by the holder hereunder will be applied first to costs of collection, if any, then to interest and the balance to principal.

The following is a statement of the rights of the Holder of this Note and the conditions to which this Note is subject to and to which the Holder hereof, by the acceptance of this Note, agrees:

1. <u>Maturity Date and Prepayment</u>. The outstanding principal and accrued interest on this Note shall be payable, upon demand, at any time following the fifth (5th) annual anniversary date of this Note ("Maturity Date"), subject to the conversion of the Note into certain of Company's membership interests as further described in Section 2.

2. Note Conversion.

2.1 Optional Conversion by Holder. All or any portion of the principal and accrued interest owing under this Note maybe converted at the option of Holder into fully paid and non-assessable Voting Shares ("Units") as defined in the Members Agreement for the Company dated September 23, 2009 ("Member's Agreement") of the Company at any time prior to the Maturity Date upon seven (7) days written notice.

- 2.2 Conversion Upon Prepayment. The Company may prepay this Note in whole or in part at any time without penalty upon sixty (60) days prior written notice to Holder. Upon such notice, Holder shall have the right to elect to (a) do nothing in which case it will receive prepayment or (b) convert the portion of the Note which is intended by Company to be prepaid into Units. If Company does not receive written notice of Holder's intent to elect conversion by 12:00 noon on the sixtieth (60th) day after Company sent written notice of its intent to prepay this Note, then Holder shall have conclusively been deemed to have elected the option set forth in clause (a), above.
- 2.3. Mandatory Conversion upon Equity Financing. If the Company shall obtain an equity investment from an investor or a group of investors (the "Investors") in a transaction or related series of transactions of at least \$5,000,000.00, not including for such purpose the outstanding principal amount of the Note (an "Equity Financing"), prior to the Maturity Date, then no later than sixty (60) days prior to closing of the Equity Financing, Company shall give Holder notice thereof. Holder shall, at Holder's election, choose to either:
 - 2.3.1 Convert all of the principal and accrued interest on this Note into such number of ownership interests of the type of equity securities (the "Equity Securities") to be issued in the Equity Financing at a conversion rate equal to the lesser of (a) the then applicable Price Per Unit, as defined below, or (b) the lowest price per interest the Equity Securities are issued in the Equity Financing; or
 - 2.3.2 Receive from the Company an amount in cash equal to the sum of the principal amount due and interest then accrued under the Note.
- 2.4. Mandatory Conversion or Payment upon Change of Control. If prior to the Maturity Date, there is a Change of Control (as defined below), the Holder shall, upon thirty (30) days notice, elect to have this Note converted or repaid in one of the following two ways: (a) the Holder may elect to receive from the Company an amount in cash equal to the sum of the principal amount due and interest then accrued under the Note or (b) the Holder may elect to convert this Note plus all accrued interest into Units immediately prior to the closing of such Change of Control. In the event that the Holder does not make an election within sixty days (60) of the notice from the Company, the Company shall determine, in its reasonable discretion, to convert or repay the Note, based upon whether the value of the consideration that would be payable to the Holder in a Change of Control if the Holder converted this Note is greater than the principal and interest on this Note. A "Change of Control" for purposes of this Note shall mean any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization in which the Company shall not be the continuing or surviving entity of such reorganization or any transaction or series of related transactions by the Company in which in excess of 50% of the Company's voting power is transferred, or a sale of all or

substantially all of the assets of the Company, other than any transaction or series of related transactions which is primarily for the purpose of financing the Company or a reincorporation of the Company.

3. Conversion Rate. Except as may be otherwise provided herein, upon any conversion of all or any portion of the Note, the amount subject to conversion shall be converted into that number of Units determined by a conversion rate equal to \$15,000.00 per Unit (the "Price Per Unit"). If a partial conversion by Holder occurs, Holder shall surrender this Note to Company in exchange for a new note providing for the payment on the Maturity Date of all remaining principal and accrued interest due and owing subsequent to the conversion upon otherwise identical terms as herein stated. Once all amounts due hereunder have either been converted and/or repaid, then Holder shall surrender this Note, duly endorsed, to the Company and the Company shall be forever released from all of its obligation and liabilities under this Note.

4. This Paragraph Left Intentionally Blank

5. Conversion Procedure.

- 5.2 <u>Delivery of Certificates</u>. As promptly as practicable after the conversion of this Note and delivery of this Note to the Company, the Company at its expense will issue and deliver to the Holder of this Note a certificate or certificates for the number of Units or other Equity Securities, as the case may be, issuable upon such conversion.
- 5.3 <u>Fractional Units</u>. Fractional Units may be issued upon conversion of this Note.
- 6. <u>Unsecured and Subordinated</u>. The indebtedness represented by this Note is unsecured and the Holder acknowledges and agrees that the obligation of the Company to make payment on this Note is expressly subordinated in right of payment to the prior payment in full of all of the Company's commercial finance lenders, insurance companies, lease financing institutions or other commercial lending institutions regularly engaged in the business of lending money.
- 7. Registration and Other Rights. Upon the occurrence of the Equity Financing, the Holder shall have the rights provided to a purchaser of Equity Securities in the Equity Financing, including without limitation, to the extent granted therein, information and registration rights and subject to any minimum share ownership thresholds, and the Holder agrees to execute a counterpart to the relevant transaction documents entered into among the Company and the purchasers of shares of Equity Securities in the Equity Financing, including without limitation any Stockholders Agreement, Stock Transfer Agreement or similar agreement.

- 8. Waiver of Notice: Fees. The Company hereby waives notice, presentment, protest and notice of dishonor. If the Holder is required to commence legal proceedings or incur any other cost to collect amounts due and payable hereunder or to enforce its rights under this Note, the Company shall be liable to pay or reimburse the Holder for all reasonable costs and expenses incurred in connection with the collection of such amounts and any such legal proceedings, including without limitation attorneys' fees and the interest rate provided for herein shall automatically be increased to an amount equal to eighteen percent (18%) per annum, compounded monthly, effective as of the date hereof.
- 9. Transfer of this Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of such Holder's counsel to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, the Company, as promptly as practicable, shall notify such Holder that such Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. Each Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Act, unless in the opinion of counsel for the Company such legend is not required.
- 10. <u>Company Meetings</u>. Until such time as the Company's obligations under this Note are fully discharged, the Holder shall be entitled to notice of, and an opportunity to attend without voting rights, meetings of the Members, managers, and/or the Board of Directors of the Company. As used herein, the terms "Board of Directors" and "Member" shall have the same meaning assigned to them in the Members Agreement.
- 11. Reimbursement of Certain Expenses. Within seven (7) days of the date hereof, the Company shall reimburse Holder for the expenses, if any, identified on EXHIBIT A attached hereto.

12. Representations of Holder.

12.1 Holder represents and warrants to the Company that Holder is acquiring this Note and the underlying securities for Holder's own account for investment only and not with a view to distribution or resale of the Note or underlying securities. Holder understands that this Note and the underlying securities are being issued to Holder pursuant to an exemption from the registration requirements of the Act and, accordingly, must be held indefinitely by Holder unless later transferred in transactions that are either registered under the Act or exempt from registration. Holder understands that the Company is under no obligation to register this Note or the underlying securities under the Act or to file for or comply with an exemption from registration, and recognizes that exemptions from registration, in any case, are limited and may not be available

when Holder may wish to sell, transfer or otherwise dispose of the Note or the underlying securities.

12.2 Holder represents and warrants to the Company that Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Note and the underlying securities and that Holder is able to incur a complete loss of Holder's investment and to bear the risk of such a loss for an indefinite period of time. Holder understands that the Note and the underlying securities are a risky and speculative investment.

13. Company Representations.

- 13. 1 The Company represents that sufficient authorized but unissued Units of the have been reserved or will be reserved by appropriate corporate action in connection with the prospective conversion of this Note. The issuance of the Units issuable on conversion of this Note will not require any further corporate action and are not in conflict with any provision of any agreement to which the Company is a party or by which it is bound. The issuance of this Note and the conversion of this Note are not in conflict with the Company's Certificate of Organization or the Member's Agreement.
- 13.2 Until such time as the Company's obligations under the Note have been fully discharged, the Company represents and warrants that in the event it ever does business in the State of Iowa, it shall, maintain at least one location in Lee County, Iowa.
- 13.3 The Company represents and warrants that it shall comply with all federal, state, and local rules and regulations related to the operation of its business and shall comply with all requirements associated with any federal, state, or local grant program providing funds and/or benefits to, or for the benefit of, the Company.
- 13.4 The Company represents and warrants that as of the date of this Agreement, there are 1,000 Units of the Company issued and outstanding.
- 14. Legend. Any certificate representing Units upon conversion of this Note shall be stamped or otherwise imprinted with a legend substantially in the following form: "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR SUCH LAWS COVERING THE TRANSFER OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

15. Miscellaneous.

- 15.1. <u>Successors and Assigns</u>. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors and assigns of the parties.
- 15.2. Loss or Mutilation of Note. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, together with indemnity reasonably satisfactory to the Company, in the case of loss, theft or destruction, or the surrender and cancellation of the Note, in the case of mutilation, the Company shall execute and deliver to Holder a new Note of like tenor and denomination as this Note.
- 15.3. <u>Titles and Subtitles</u>. The titles and subtitles of the Sections of this Note are used for convenience only and shall not be considered in construing or interpreting this agreement.
- 15.4 <u>Notices.</u> Any notice, request or other communication required or permitted hereunder shall be in writing and shall be delivered personally or by facsimile (receipt confirmed electronically) or shall be sent by certified <u>mail</u>, postage prepaid with return receipt requested, addressed as follows:

If to the Company to: 3588 Main Street

Keokuk, Iowa 52632 (319) 524 0900 (fax)

If to the Holder to:

Lee County Economic Development Group, Inc.

110 Main Street, Suite 200 Montrose, Iowa 52639 (319) 463-5597 (fax)

Either party hereto may change the above specified recipient or mailing address by notice to the other party given in the manner herein prescribed. All notices shall be deemed given on the day when actually delivered as provided above (if delivered personally or by facsimile, provided that any such facsimile is received during regular business hours at the recipient's location) or on the day shown on the return receipt (if delivered by mail).

- 15.5 <u>Note Holder Not Member</u>. Except as provided for herein, this Note does not confer upon Holder any right to vote or to consent to or to receive notice as a Member of the Company or any other rights or liabilities as an Member of Company, prior to the conversion of all, or a part, hereof.
- 15.6 Governing Law. The terms of this Note shall be construed in accordance with the laws of the State of Iowa without regard for its conflict of laws rules

15.7 <u>Waiver and Amendment</u>. Any term of this Note may only be amended, waived or modified with the written consent of the Company and Holder of this Note.

16. WAIVER OF TRANSFER RESTIRCTIONS. By executing this Note, the undersigned (a) represent and warrant that they constitute all owners of the Company; (b) do hereby waive all transfer restrictions, options, rights of first refusal, or other rights they may have under the terms of the Member's Agreement with respect to the execution of this Note or the conversion of any portion of this Note into Units; and (c) do hereby specifically consent to the conversion of this Note and transfer of Units to the Holder as contemplated herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Note to be signed in its name on the date first written above.

AmJe	Turbine Systems, LLC	
Ву:	Paulik	3) = : and
	(Paul W. Roos)	
	_ A. w. Jan Barra	owie, wa
	(David G. Jansson)	, unu
	Aton Jamson	Member
	(Peter W. Jansson)	

EXHIBIT AReimbursable Expenses

AmJet Turbine Systems, LLC, an Iowa limited liability company (the "Company"), will reimburse to the order of Lee County Economic Development Group, Inc., or its registered assigns (the "Holder"), any costs incurred during the execution of this	
agreement, primarily legal fees, not to exceed \$1,500.00.	
Signed:	O

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE C!TY OF KEOKUK AND LEE ECONOMIC DEVELOPMENT GROUP

WHEREAS, the City of Keokuk on the 21st day of October 2010 resolved that

WHEREAS, economic development and the creation of local jobs are a priority of the City Council of the City of Keokuk, lowa; and

WHEREAS, the purpose of the Lee County Economic Development Group, Inc. or similar regional or local entity is to promote and facilitate job creation and industrial and commercial expansion within Lee County, Iowa; and

WHEREAS, by authorizing a loan to Lee County Economic Development Group, Inc. or similar regional or local entity in the amount of two hundred thousand (\$200,000) dollars which monies shall then be loaned by LCEDG or similar regional or local entity to ArnJet Turbine Systems for economic development and employment in Keokuk, Iowa; now therefore,

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

THAT, the City of Keokuk enter into a loan agreement with LCEDG or similar regional or local entity in the amount of two hundred thousand (\$200,000) dollars for a loan from LCEDG or similar regional or local entity to AmJet Turbine Systems for the specific purpose of building a one-eighth (1/8th) scale working model of a hydroelectric turbine for the intent of testing at the University of lowa and to aid in the raising of capital for development of a production facility to be located in Keokuk, lowa; and

FURTHER THAT, the two hundred thousand (\$200,000) dollars shall be transferred from the Keokuk Bridge Demolition Fund, or funds representative from such fund, to be used for said loan; and

FURTHER THAT, the Mayor and City Attorney are authorized to prepare appropriate loan and other documents to effectuate said loans.

THEREFORE WHEREAS, economic development and the creation of local jobs are a priority of the City of Keokuk; and

WHEREAS, the purpose of the Lee County Economic Development Group is to provide the leadership for job retention and creation and for capital investment within Lee County through marketing, recruitment, site development and strengthening the cooperative activities of the various economic development and community groups throughout the County and it is uniquely qualified to accomplish that mission; and

WHEREAS, the City of Keokuk understands the potential risks as well as the potential rewards of providing seed capital for the ATS Corporation to become a viable employer in Lee County;

NOW THEREFORE, BE IT AGREED between the City of Keokuk, Iowa (herein after Keokuk) acting by and through the Mayor and City Council and Lee County Economic Development Group (herein after LCEDG) as follows:

 Keokuk agrees to provide a grant to LCEDG in the amount of Two Hundred Thousand dollars (\$200,000) to be used by LCEDG to assist ATS Corporation in its efforts to establish a production facility and begin manufacturing in Keokuk, lowa.

- Keokuk holds harmless LCEDG in any matter of ATS Corporation defaulting on its loan repayment or any other conditions cited in the agreement between LCEDG and ATS Corporation.
- 3. The parties understand and agree that this grant is in the form of a loan which may or may not be forgiven, in whole or in part.
- 4. LCEDG may, in the exercise of its discretion, enter into an unsecured low interest loan agreement with ATS Corporation, or it may acquire an equity interest in ATS Corporation. The manner in which any agreement between LCEDG and ATS Corporation is structured is solely within the province of LCEDG. Keokuk shall have no input in writing or structuring of this agreement.
- 5. The grant shall be reviewed within five (5) years from the date LCEDG receives the funds. Keokuk shall meet with LCEDG and determine if Keokuk will require full or partial repayment of this grant. The options may include, but are not limited to the following:
 - a. Extend the grant for an additional term of years.
 - Forgive the loan and permit LCEDG to use the proceeds as a revolving loan fund to encourage other industrial or commercial enterprises to locate or expand in Keokuk, Iowa.
 - c. Require repayment of the loan under such terms as required by Keokuk. Keokuk may require the execution of a promissory note, with up to 5% per annum interest. Interest may be due from the date of the grant is received by LCEDG.
- 6. Keokuk will require repayment of this grant only if ATS Corporation has repaid its loan to LCEDG, or LCEDG has taken an equity interest in ATS Corporation which has a fair market value of not less than 200% of the initial grant loan of \$200,000, or in some other form or fashion, LCEDG has or will receive full repayment of moneys extended to ATS Corporation to the extent that LCEDG would be in a position to repay or execute a promissory note for repayment.
 - a. Any appreciation in value shall be determined by (a) if stock is publicly traded, by the change in average sale price for the 30 day period immediately preceding the five year anniversary of this grant (b) if the stock is not publicly traded, by audit using commonly accepted accounting methods.
 - b. If LCEDG acquires stock, it shall within 30 days file a report with Keokuk stating the number of shares acquired and the initial value of each share.
- 7. Notwithstanding paragraph 6, LCEDG shall not use this grant or assign these funds in any other fashion other than to ATS Corporation without the expressed written consent of Keokuk. Any attempt to do so shall cause the entire grant to be immediately repayable with interest at 5% per annum from the date of receipt.
- In determining whether ATS Corporation has repaid LCEDG, Keokuk may consider any funds, or payment of any type received by LCEDG by or on behalf of ATS Corporation.
- LCEDG agrees to periodically and at anytime requested by Keokuk update Keokuk on its activities and doings under this grant.
- 10. LCEDG shall take all appropriate action to prevent the misuse of the funds herein granted. No money herein granted to LCEDG shall be used to acquire an equity interest or a loan in any other name, other than LCEDG without the expressed written consent of Keokuk.

er the City of Keokuk, this Alay of October 2010.
College & Allatonia
homas Marion, Mayor City of Keckuk
Man Jones
eorge Morgan, Chairman Lee County Economic Development Group, Inc.

RESOLUTION NO. 242-10

WHEREAS, economic development and the creation of local jobs are a priority of the City Council of the City of Keokuk, Iowa; and

WHEREAS, the purpose of the Lee County Economic Development Group, Inc. or similar regional or local entity is to promote and facilitate job creation and industrial and commercial expansion within Lee County, Iowa; and

WHEREAS, by authorizing a loan to Lee County Economic Development Group, Inc. or similar regional or local entity in the amount of two hundred thousand (\$200,000) dollars which monies shall then be loaned by LCEDG or similar regional or local entity to AmJet Turbine Systems for economic development and employment in Keokuk, Iowa; now therefore,

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

THAT, the City of Keokuk enter into a lean agreement with LCEDG or similar regional or local entity in the amount of two hundred thousand (\$200,000) dollars for a loan from LCEDG or similar regional or local entity to AmJet Turbine Systems for the specific purpose of building a one-eighth (1/8th) scale working model of a hydroelectric turbine for the intent of testing at the University of Iowa and to aid in the raising of capital for development of a production facility to be located in Keokuk, Iowa; and

FURTHER THAT, the two hundred thousand (\$200,000) dollars shall be transferred from the Keokuk Bridge Demolition Fund, or funds representative from such fund, to be used for said loan; and

FURTHER THAT, the Mayor and City Attorney are authorized to prepare appropriate loan and other documents to effectuate said loans.

MOVED BY BRYANT

SECONDED BY GIRARD

Passed this 21st day of October, 2010.

ROLL CALL: O'CONNOR - AYE NICHOLS - ABSENT PAYNE - AYE
ZIRKEL - AYE WINN - AYE BRYANT - AYE

GIRARD - AYE SMITH - NAY DUNEK - ABSENT

AYES-6

NAYS-1

ABSENT-2

THOMAS D MADION MAYOR

ATTEST: Lie X Saulus

SHIRLEE LAUBERSHEIMER, CITY CLERK

Dan Winn stated that this was a big deal for this town and AmJet has committed to creating jobs.

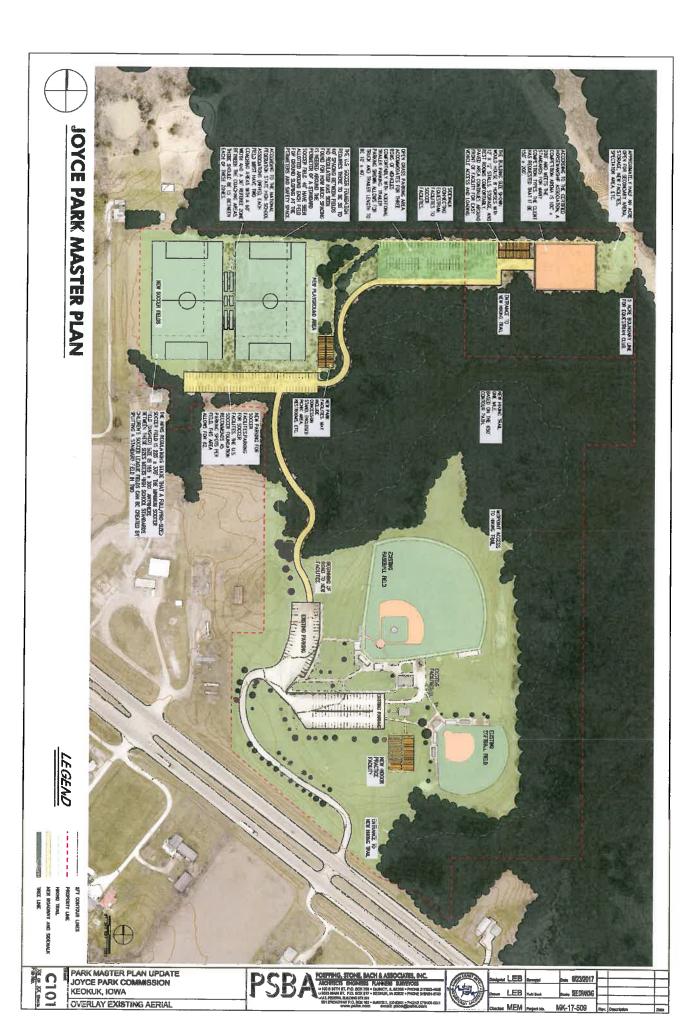
Mayor Tom Marion stated that Lee County Supervisors have agreed to participate which will enhance the entire project.

Karole Smith wanted everyone to know she is not against bringing jobs to Keokuk but there must be a reason KEDC did not fill comfortable going forward with this project. She will be voting no but only from the financial side. She does not feel comfortable using tax payers dollars.

Mike Girard stated this was a risk but we did not get opportunities like this every day.

Mike O'Connor stated this money is not coming from tax payer's dollars but from the Bridge fund to be repaid.

Zame Zirkel appreciates the reaction from citizens due to the potential of creating up to 300 jobs in 3 years.



RESOLUTION NO.	

A RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF A FESTIVAL CONTRACT

WHEREAS, Jones and Company Carnival has provided entertainment and festival rides and attractions for the Annual Fourth of July Celebration in Rand Park; and

WHEREAS, both parties desire to extend the relationship for three additional years in order to plan their events;

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

THAT, the City Council hereby authorizes and directs the City Administrator and City Attorney to negotiate, and the Mayor to execute on behalf of the City, an agreement to provide festival and amusement attractions for the Fourth of July Celebration with Jones and Company Carnival.

Passed this 6th day of July, 2017.

CITY OF KEOKUK, LEE COUNTY, IOWA

By:			
	THOMAS D.	MARION, MAYOR	•

ATTEST.

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