

AGENDA
COUNCIL WORKSHOP
June 7, 2018
5:30 P.M.

- (1) Review council meeting agenda.
- (2) Update on Street Fair.
- (3) V&K discussion on bar screen project at the Water Pollution Control plant.
- (4) Discussion of proposed policy manual.
- (5) Security Awareness Training – proposed for August.

AGENDA
CITY COUNCIL MEETING
JUNE 7, 2018
6:30 P.M.

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence:
 - Meet & greet June 8th for City Administrator candidates
 - June 9th special meeting (closed session) City Administrator interviews
 - Moving City Council meeting of June 21st, to June 22nd
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Safety Committee meeting of April 24, 2018;
 - Minutes of the regular City Council meeting of May 17, 2018;
 - Minutes of the Safety Committee meeting of May 22, 2018;
 - Minutes of the Special Session Council meeting of May 24, 2018;
 - Receive Council Reports;
 - Appointment of Kimberly Phillips to the Veterans Memorial Commission, effective June 7, 2018, term to expire June 1, 2023;
 - Appointment of William Smith to the Veterans Memorial Commission, effective June 7, 2018, term to expire June 1, 2023;
 - Motion to pay the bills and transfers listed within Register No.'s 4999-5002;
7. (a) Public hearing to consider adoption of the 2018 Keokuk Comprehensive Plan update for the City of Keokuk.

(b) Consider resolution to adopt the Keokuk Comprehensive Plan update for the City of Keokuk.
8. (a) Public hearing disposing of municipally owned property located at 728 Fulton by the City of Keokuk, Iowa.

(b) Consider resolution disposing of 728 Fulton by the City of Keokuk, Iowa.
9. Consider resolution approving the second reading of Ordinance No. 1984 establishing a Stormwater Utility in the City of Keokuk.
10. Consider resolution awarding a contract for rock boring for the Rand Park Tunnel project to Terracon of Bettendorf, Iowa, for an amount of \$ 281,103.80, and that the Mayor is hereby authorized to execute an agreement with Terracon.
11. Consider resolution authorizing the Mayor to enter into an agreement for the engineering services with Poepping, Stone, Bach & Associates, Inc. for the design of the Asphalt Mill and Fill Project – 21st Street from Timea Street to Exchange Street including a half block and Bank Street from 22nd Street to 18th Street.

12. Consider resolution authorizing the Mayor to enter into agreement for engineering services with Poepping, Stone, Bach & Associates, Inc. for the Asphalt Mill and Fill Project - South 16th and South 17th Street from Main Street to Johnson Street and South 13th Street from Palean Street to Johnson Street.
13. Consider resolution setting a public hearing for June 22, 2018 at 6:30 p.m. in the Council Chambers, 415 Blondeau Street authorizing advancement of costs for an Urban Renewal Project and certification of expenses incurred by the City for payment under Iowa Code 403.19.
14. Consider resolution setting a public hearing for July 5, 2018 at 6:30 p.m. in the Council Chambers, 415 Blondeau Street to adopt plans, specifications, form of contract and estimated total cost for construction of the Water Resource Recovery Facility Screening Improvement for the City of Keokuk, Iowa.
15. Consider resolution approving a (3) three year contract with Jones & Company Carnival for the 4th of July at Rand Park.
16. Committee Reports (Reports from council representatives).
17. New Business:
18. Adjourn meeting.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Tuesday, April 24, 2018
8:30AM

Meeting called to order at 8:35 am.

In Attendance: Mark Boussetot, Aaron Burnett, Jean Ludwig, Dave Johnson, Mark Weirather, Bob Weis, Ed Ketterer, Roger Bryant, Tom Richardson

Absent: Jason Schmitt, John Reiter

Ludwig read the minutes from the March meeting. She made a correction to note that ARC flash training and FRA training had been discussed but did not make it into the minutes. Motion to approve corrected minutes by Dave Johnson. Second by Mark Weirather. Motion approved.

OLD BUSINESS:

Burnett – no update on the silica policy.

Hoop building – no update.

All Sewer Maintenance employees went to Unity Point and QMG for respirator fitness testing. Final step will be getting the masks fit. The Fire Department said they were trained and can do this for them.

Boussetot said he has one bid for the masonry work at the Cemetery Department and is expecting at least one more. This work has to be completed before the electrical work begins. The current manager is retiring on May 4. Boussetot prefers that we hire a new manager, who will then proceed with the electrical repairs.

Boussetot has gotten feedback on the safety glasses for employees that wear glasses. He is working on the logo and will place an order in the near future.

NEW BUSINESS:

Machine guarding was the training topic for April.

No Company Nurse Reports since last meeting.

Near misses reported that need attention: Burnett said a councilperson saw an end loader traveling with his bucket up two times on the same day. He asked that we address the issue and have them lower the buckets when traveling, as it could cause serious injuries to passengers in a vehicle if involved in an accident. Boussetot said he would talk to department managers and have them discuss the issue with employees.

Add Job Hazard Analysis back to the schedule of items to complete.

Discussed Arc Flash training. We have a proposal from SCC. Boussetot will work with them to set a schedule for training. Only employees working with electricity will receive this training.

SET THE DATE for the next meeting: May 22, 2018 at 8:30am in Council Chambers.

MOTION TO ADJOURN by Ketterer, second by Burnett. Meeting adjourned at 8:53 am.
Submitted by Jean Ludwig, Safety Committee.

**MINUTES
CITY COUNCIL MEETING
MAY 17, 2018
6:30 P.M.**

The City Council of the City of Keokuk met in regular session on May 17, 2018 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street. In the absence of Mayor Thomas L. Richardson, Mayor Pro-Tem Susan Dunek called the meeting to order. There were seven council members present, two absent. Mike O'Connor, Devon Dade, John Helenthal, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Ron Payne and Mike Moore were absent. Staff in attendance: City Administrator Aaron Burnett, City Clerk Jean Ludwig, and Code Enforcement Officer Kathie Mahoney.

MAYOR'S CORRESPONDENCE:

- Moving City Council meeting of June 21st, to June 22nd
- Special City Council meeting on May 24th (Closed Session). A portion of this meeting will be open to discuss the process for hiring.

The Park & Recreation Board will sponsor a Tombstone Tune-Up to realign and repair damaged stones in Oakland Cemetery from 9 a.m. to noon on June 2. Anyone interested is asked to bring work gloves and help. For more information contact Terry Altheide at 319-795-9512.

Keokuk American Legion Boy Scout Troop 43 will have a pancake breakfast May 26 from 7:00 a.m. – 1:00 p.m. at the Meierotto Shelter in Victory Park to help Veterans and send Boy Scouts to summer camp.

The week of May 13th is National Police week.

Back Alley Band Fest will be May 25th.

Motion made by O'Connor, Second by Greenwald to approve the agenda, including the consent agenda. (7) AYES, (0) NAYS. Motion carried.

- Minutes of the regular City Council meeting of May 3, 2018;
- Receive Council Reports;
- **RESOLUTION NO. 74-18:** Approving a Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street, effective June 7, 2018 – Class A Liquor License with Outdoor Service and Sunday Sales;
- **RESOLUTION NO. 75-18:** Approving a Liquor License for Keokuk Yacht Club, Inc., 2029 River Road, effective June 8, 2018 – Class C Liquor License with Outdoor Service and Sunday Sales;
- Re-appointment of Steve Celandia to the Keokuk Union Depot Commission, effective June 1, 2018, term to expire June 1, 2022;

- Re-appointment of Thomas Seabold to the Keokuk Union Depot Commission, effective June 1, 2018, term to expire June 1, 2022;
- Motion to pay the bills and transfers listed within Register No.'s 4996-4998;

Director of Tourism Kirk Brandenberger spoke to the council asking for \$ 7,500 in funding for Geode Fest. They are taking over the festival from Worthen Earth Searchers. He expects the festival to become self-sustaining after this year. Motion made by O'Connor, Second by Dade to approve funding request for Geode Fest. (7) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, Second by Greenwald to approve a Special Events Permit for the Main Street Keokuk, Inc. for 18th Annual Summer Fun & Fundraiser Saturday, June 16, 2018. (7) AYES, (0) NAYS. Motion carried.

Council mentioned the public hearing to consider adoption of the 2018 Keokuk Comprehensive Plan update for the City of Keokuk was not published appropriately and needed to be rescheduled.

Motion made by Greenwald, Second by Helenthal to approve the following proposed **RESOLUTION NO. 76-18:** "A RESOLUTION SETTING A PUBLIC HEARING FOR JUNE 7, 2018 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, 415 BLONDEAU STREET, KEOKUK, IOWA TO CONSIDER ADOPTION OF THE 2018 KEOKUK COMPREHENSIVE PLAN UPDATE FOR THE CITY OF KEOKUK." (7) AYES, (0) NAYS. Motion carried.

Mayor Pro-Tem Susan Dunek opened the public hearing at 6:50 p.m. to accept bids for the sale and transfer of 26 & 30 S. 12th Street. A public hearing notice was published in the Daily Gate City on May 4, 2018.

COMMENTS: One bid for \$1,000.00 was received from Carl Morgan. He submitted a proposal for the development of the property as a pool hall.

Mayor Pro-Tem Susan Dunek closed the public hearing at 6:52 p.m. and the following proposed resolution was adopted.

Motion made by Greenwald, Second by Bryant to approve the following proposed **RESOLUTION NO. 77-18:** "A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 26 & 30 S. 12TH STREET." (7) AYES, (0) NAYS. Motion carried.

Mayor Pro-Tem Susan Dunek opened the public hearing at 6:53 p.m. for an amendment to the FY17-18 City Budget. A public hearing notice was published in the Daily Gate City on May 4, 2018.

COMMENTS: Burnett said most departments did a good job staying within their budget. There were some unforeseen capital expenditures that crossed over from the previous year,

grant expenditures, targeted jobs pass through payments and unanticipated economic development expenditures. There were also some culture and recreation expenditures that will be reimbursed by the Park & Recreation Board. Overall, he feels the City is performing to expectations.

Mayor Pro-Tem Susan Dunek closed the public hearing at 6:56 p.m. and the following proposed resolution was adopted.

Motion made by Greenwald, Second by Helenthal to approve the following proposed **RESOLUTION NO. 78-18**: “A RESOLUTION AMENDING THE FY17-18 CITY BUDGET.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Helenthal to approve the following proposed **RESOLUTION NO. 79-18**: “A RESOLUTION ACCEPTING A BID FROM KT CONSTRUCTION & ABATEMENT IN THE AMOUNT OF \$ 127,200.00 FOR DEMOLITION OF 409 MAIN STREET.” (7) AYES, (0) NAYS. Motion carried.

Consider resolution approving the initial reading of Ordinance No. 1983 to encourage innovation and the safe use of small unmanned aircraft while addressing security and privacy concerns. After input from drone enthusiasts during the workshop, Burnett recommended no action on this item. He will work with them and bring back a more acceptable ordinance. Resolution dies for lack of motion.

Motion made by Helenthal, Second by Bryant to approve the following proposed **RESOLUTION NO. 80-18**: “A RESOLUTION APPROVING THE INITIAL READING OF **ORDINANCE NO. 1984** ESTABLISHING A STORMWATER UTILITY FOR THE CITY OF KEOKUK.”

Roll Call Vote: (7) AYES – O’Connor, Dade, Helenthal, Mortimer, Greenwald, Bryant, and Dunek. (0) NAYS. Motion carried.

NEW BUSINESS: Burnett said the Council meeting is livestreaming on the City’s website tonight for the first time. He also noted Code Enforcement Officer Kathie Mahoney gave a presentation on nuisance abatement to a statewide audience on May 16.

Motion to adjourn the meeting made by Helenthal, Second by Mortimer. (7) AYES, (0) NAYS. Motion carried.

Meeting adjourned at 7:03 p.m.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Tuesday, May 22, 2018
8:30AM

Meeting called to order at 8:35 am.

In Attendance: Mark Weirather, John Reiter, Jean Ludwig, Dave Johnson, Ketterer, Roger Bryant.

Absent: Jason Schmitt, Mark Boussetot, Aaron Burnett, Tom Richardson, Bob Weis

Ludwig read the minutes from the April meeting. Motion to approve by Mark Weirather. Second by Reiter. Motion approved.

OLD BUSINESS:

Silica Policy – Burnett not present to give update.

Hoop building – Boussetot not present to give update.

Ludwig said she spoke to Sewer Maintenance Department manager Carl Lawson about getting the respirator masks fit. Carl said he would work with the fire department to do the fitting. Follow-up with Carl to see if it's been done.

No update on electrical repairs at the cemetery and park.

No update on safety glasses for employees that wear glasses

No update on Job Hazard Analysis.

No update on FRA training.

Confined Space was the training topic for May.

NEW BUSINESS:

June general training topic will be Haz Com.

No Company Nurse Reports since last meeting.

Arc Flash training will take place on July 30 & 31 for certain employees – it will not be a general training topic.

Jason Schmitt brought to our attention that the backwash pit cover at the pool should be re-designed. It is over a 10' pit with no fall protection. John Reiter said he would look into having a contractor design something new.

Set potential date for the City picnic as Wednesday, July 11. Ludwig said she would contact Hy-Vee to see if they are available to cater. The Meierotto shelter at Victory Park is the preferred location.

We are looking for two new union members for the Safety Committee. Ed Ketterer said he would see if anyone is interested.

SET THE DATE for the next meeting: June 19, 2018 at 8:30am in Council Chambers.

MOTION TO ADJOURN by Ketterer, second by Ludwig. Meeting adjourned at 8:41am.
Submitted by Jean Ludwig, Safety Committee.

MINUTES
Keokuk City Council – Special Session
City Council Chambers, 415 Blondeau Street
Thursday, May 24, 2018
Time: 5:30 PM

The City Council of the City of Keokuk met in a special session on May 24, 2018 at 5:30 p.m. in the City Council Chambers, 415 Blondeau Street, with Mayor Thomas L. Richardson presiding and seven council members present, two absent. Mike O'Connor, Ron Payne, Devon Dade, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Mike Moore and John Helenthal were absent. Staff in attendance: City Administrator Aaron Burnett, City Clerk Jean Ludwig.

A motion was made by O'Connor and seconded by Mortimer to enter into closed session at 5:34 p.m. (7) AYES, (0) NAYS. Motion carried.

A motion was made by Dunek and seconded by Greenwald to return to open session at 7:07 p.m. (7) AYES, (0) NAYS. Motion carried.

Mr. Hinson will proceed with offering interviews and asked councilpersons to keep candidate names confidential until they accept. He said oftentimes one or more candidates may decline the interview for various reasons. Five candidates and one alternate have been selected for interviews. Councilpersons along with community members will make up the interview panels. Each panel will have a specific focus and use various locations for the interviews.

Hotel rooms have been reserved and mileage will be reimbursed for candidates. On June 8th the Chamber of Commerce will give tours of the city and the public will be invited to a meet and greet at the Union Depot and/or the Meierotto Shelter house depending on the weather conditions.

Mr. Hinson will be conducting background, reference, credit and criminal checks. He will have reports available at decision time.

Motion to adjourn the meeting made by Bryant, Second by Mortimer. (7) AYES, (0) NAYS. Motion carried.

Meeting adjourned at 7:23 p.m.

BUDGET REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE ADMINISTRATION TOTAL	1,390,731.00	44,175.68	1,074,953.26	77.29	315,777.74
	POLICE UNION TOTAL	1,097,766.00	43,145.44	997,222.18	90.84	100,543.82
	POLICE COMMUNICATIONS TOTAL	56,131.00	2,109.18	50,916.21	90.71	5,214.79
	POLICE RECORDS TOTAL	101,381.00	3,863.23	92,439.80	91.18	8,941.20
	LEE CO NAR TASK FORCE TOTAL	87,627.00	.00	78,860.10	90.00	8,766.90
	GTSB SAFETY GRANT TOTAL	5,058.00	.00	1,008.65	19.94	4,049.35
	COPS IN SCHOOLS TOTAL	.00	.00	.00	.00	.00
	FLOOD CONTROL TOTAL	31,450.00	9,421.43	19,959.48	63.46	11,490.52
	FIRE ADMINISTRATION TOTAL	1,051,453.00	23,720.92	962,879.73	91.58	88,573.27
	FIRE PROTECTION TOTAL	1,350,080.00	68,224.76	1,246,591.23	92.33	103,488.77
	EMERGENCY CORP TOTAL	15,125.00	171.92	9,550.53	63.14	5,574.47
	FIRE EQUIPMENT RESERVE TOTAL	.00	.00	.00	.00	.00
	FIRE TRAINING GRANT TOTAL	.00	.00	.00	.00	.00
	EMERGENCY CORP TOTAL	.00	.00	.00	.00	.00
	HOUSING TOTAL	631,440.00	7,819.53	520,471.99	82.43	110,968.01
	ANIMAL CONTROL TOTAL	129,938.00	4,821.05	105,294.51	81.03	24,643.49
	PUBLIC SAFETY TOTAL	5,948,180.00	207,473.14	5,160,147.67	86.75	788,032.33
	STREETS/ROADWAYS TOTAL	.00	.00	.00	.00	.00
	ROADWAY MAINTENANCE/RUT TOTAL	670,712.00	44,470.40	570,134.89	85.00	100,577.11
	STREET LIGHTING TOTAL	157,000.00	104.50	131,357.06	83.67	25,642.94
	TRAFFIC LIGHTS TOTAL	183,000.00	382.23	166,940.89	91.22	16,059.11
	SNOW REMOVAL TOTAL	92,770.00	.00	53,658.54	57.84	39,111.46
	STREET CLEANING TOTAL	38,920.00	3,503.08	33,444.50	85.93	5,475.50
	AIRPORT TOTAL	109,977.00	6,679.69	81,414.07	74.03	28,562.93
	BULK FUEL TOTAL	84,950.00	9,561.08	88,236.06	103.87	3,286.06
	VEHICLE MAINTENANCE TOTAL	234,804.00	9,921.17	202,808.77	86.37	31,995.23
	GENERAL MAINTENANCE TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS EQUIP RES TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS TOTAL	1,572,133.00	74,622.15	1,327,994.78	84.47	244,138.22
	LIBRARY TOTAL	534,751.00	27,311.81	464,289.32	86.82	70,461.68
	LIBRARY COUNTY TOTAL	8,817.00	2,264.71	4,972.40	56.40	3,844.60
	LIBRARY GRANTS TOTAL	.00	.00	.00	.00	.00
	LIBRARY TRUST FUND TOTAL	400.00	.00	198.15	49.54	201.85
	RIVER MUSEUM TOTAL	13,938.00	1,784.66	12,216.71	87.65	1,721.29
	GRAND THEATRE TOTAL	84,350.00	1,392.62	58,086.55	68.86	26,263.45
	GRAND THEATRE RESERVE TOTAL	.00	.00	.00	.00	.00
	UNION DEPOT TOTAL	7,900.00	192.02	5,600.56	70.89	2,299.44
	HISTORIC PRESERVATION COM TOTA	.00	.00	.00	.00	.00
	PARKS TOTAL	531,223.00	25,616.24	505,263.21	95.11	25,959.79
	MARY E TOLMIE FUND TOTAL	.00	.00	.00	.00	.00
	PARK MAINT & IMPROV RESER TOTA	.00	.00	.00	.00	.00
	JOYCE PARK TOTAL	.00	.00	.00	.00	.00
	SWIMMING POOL TOTAL	134,529.00	4,078.20	76,455.33	56.83	58,073.67
	RED CROSS TOTAL	.00	.00	.00	.00	.00
	SWIMMING POOL RESERVE TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CEMETERY TOTAL	290,498.00	17,246.45	240,618.20	82.83	49,879.80
	PERPETUAL CARE TOTAL	.00	.00	.00	.00	.00
	HOTEL/MOTEL TAX TOTAL	465,000.00	.00	430,640.67	92.61	34,359.33
		-----	-----	-----	-----	-----
	CULTURE & RECREATION TOTAL	2,071,406.00	79,886.71	1,798,341.10	86.82	273,064.90
	RBEG GRANT TOTAL	200.00	.00	136.28	68.14	63.72
	HOUSING & URBAN RENEWAL TOTAL	7,000.00	.00	4,889.46	69.85	2,110.54
	GENERAL ECONOMIC DEVELOP TOTA	234,000.00	1,689.50	235,245.50	100.53	1,245.50-
	LHAP GRANT TOTAL	.00	.00	.00	.00	.00
	TARGETED JOBS TAX CREDIT TOTA	500,000.00	4,772.90	374,860.55	74.97	125,139.45
	IFA PROJECT-BASED HOUSING TOTA	.00	.00	.00	.00	.00
	LOW & MODERATE INCOME TOTAL	.00	.00	.00	.00	.00
	BUILDING/ZONING TOTAL	163,495.00	4,575.63	113,239.24	69.26	50,255.76
	FERRO-SIL BUILDING TOTAL	132,550.00	237.09	116,024.00	87.53	16,526.00
		-----	-----	-----	-----	-----
	COMMUNITY & ECONOMIC DEV TOTA	1,037,245.00	11,275.12	844,395.03	81.41	192,849.97
	MAYOR, COUNCIL, CLERK ADM TOTA	622,164.00	18,163.42	566,127.60	90.99	56,036.40
	DATA PROCESSING TOTAL	22,500.00	895.00	18,579.66	82.58	3,920.34
	PUBLIC WORKS ADMINISTRA TOTAL	353,542.00	12,600.68	308,461.41	87.25	45,080.59
	CONTINGENCY TOTAL	634.00	.00	845.00	133.28	211.00-
	ELECTIONS TOTAL	9,691.00	.00	9,691.33	100.00	.33-
	CITY ATTORNEY TOTAL	35,000.00	2,440.00	27,000.00	77.14	8,000.00
	MUNICIPAL BUILDING TOTAL	122,062.00	1,140.16	46,097.51	37.77	75,964.49
	GENERAL INSURANCE TOTAL	142,000.00	.00	141,257.70	99.48	742.30
	10% SALES TAX/HUMAN DEVEL TOTA	.00	.00	.00	.00	.00
	PUBLIC SERVICE TV TOTAL	1,659.00	.00	844.71	50.92	814.29
		-----	-----	-----	-----	-----
	GENERAL GOVERNMENT TOTAL	1,309,252.00	35,239.26	1,118,904.92	85.46	190,347.08
	DEBT SERV/2016B TOTAL	403,740.00	.00	359,620.00	89.07	44,120.00
	DEBT SERVICE TOTAL	318,000.00	2,000.00	4,250.00	1.34	313,750.00
	DEBT SERVICE-2009A SEWER TOTA	250.00	.00	250.00	100.00	.00
	DEBT SERVICE-13D Grand Av TOTA	268,100.00	.00	268,350.00	100.09	250.00-
	DEBT SERVICE -12 GO BONDS TOTA	100,024.00	.00	100,272.50	100.25	248.50-
	DEBT SERVICE-2013B Refi06 TOTA	232,935.00	.00	233,185.00	100.11	250.00-
	DEBT SERVICE-HAMPTON INN TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-2013A Fire E TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-09 GO BONDS TOTA	.00	.00	250.00	.00	250.00-
	DEBT SERVICE-2013C Aquati TOTA	284,875.00	.00	285,125.00	100.09	250.00-
	DEBT SERV/2009D/2010 TOTAL	.00	.00	44,370.00	.00	44,370.00-
	DEBT SERV/2016A TOTAL	295,922.00	.00	296,172.50	100.08	250.50-
	Floodwall TIF TOTAL	.00	.00	.00	.00	.00
	River Hills TIF TOTAL	.00	.00	.00	.00	.00
	KEO SENIOR HOUSING TIF TOTAL	.00	.00	.00	.00	.00
	TWIN RIVERS TIF TOTAL	.00	.00	.00	.00	.00
	HAMPTON INN TIF TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	DOWNTOWN URBAN RENEW TIF TOTA	.00	19,484.00	36,225.00	.00	36,225.00-
	DEBT SERVICE TOTAL	1,903,846.00	21,484.00	1,628,070.00	85.51	275,776.00
	FLOODWALL REPAIR PROJECT TOTA	.00	.00	.00	.00	.00
	RIVERFRONT BARGE PROJECT TOTA	140,000.00	1,575.71	113,574.83	81.12	26,425.17
	02 SIDEWALK PROGRAM TOTAL	20,000.00	4,428.28	7,403.41	37.02	12,596.59
	04 CURB & GUTTER TOTAL	.00	.00	.00	.00	.00
	03 ACCESS IMPROV/ADA TOTAL	.00	.00	.00	.00	.00
	GRAND AVE STREET PROJECT TOTA	5,000.00	.00	4,763.56	95.27	236.44
	12 YEAR STREET PROGRAM TOTAL	580,000.00	.00	573,237.10	98.83	6,762.90
	TOTAL	.00	.00	.00	.00	.00
	AIRPORT REHAB TOTAL	.00	.00	.00	.00	.00
	AIRPORT-FFA #18 RUNWAY TOTAL	.00	.00	.00	.00	.00
	AIRPORT-RUNWAY GRANT #17 TOTA	120,000.00	.00	117,610.00	98.01	2,390.00
	AIRPORT-FAA GRANT AIP#19 TOTA	50,000.00	81,473.04	129,663.20	259.33	79,663.20-
	CAP PROJECT-MISSOURI AVE TOTA	.00	.00	.00	.00	.00
	CAP PROJ-RAND PARK BLUFF TOTA	.00	.00	.00	.00	.00
	RIVER MUSEUM PROJECT TOTAL	.00	.00	.00	.00	.00
	CEMETERY STREE PROJECT TOTAL	.00	.00	.00	.00	.00
	AQUATIC CENTER TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	915,000.00	87,477.03	946,252.10	103.42	31,252.10-
	WPC MAINTENANCE & OPERATI TOTA	2,655,378.00	215,406.01	2,193,854.87	82.62	461,523.13
	INDUSTRIAL PRETREATMENT TOTAL	.00	.00	459.50	.00	459.50-
	SANITARY SEWER MAINTENANC TOTA	1,547,492.00	786,745.69	1,374,344.13	88.81	173,147.87
	CAP PROJ-LIFT STATIONS TOTAL	750,000.00	.00	7,166.51	.96	742,833.49
	STORM SEWER SEPARATION TOTAL	.00	101,935.82	419,274.98	.00	419,274.98-
	GRIT BASIN PROJECT TOTAL	.00	.00	.00	.00	.00
	REFUSE COLLECTION TOTAL	772,476.00	104,147.32	665,662.88	86.17	106,813.12
	LEACHATE CONTROL TOTAL	60,000.00	1,140.41	76,360.08	127.27	16,360.08-
	MUNICIPAL BRIDGE TOTAL	363,820.00	14,676.00	295,199.57	81.14	68,620.43
	CAP EQUIP/RESV-MUN BRIDGE TOTA	.00	.00	.00	.00	.00
	REGIONAL TRANSIT TOTAL	10,000.00	.00	8,500.00	85.00	1,500.00
	ENTERPRISE FUNDS TOTAL	6,159,166.00	1,224,051.25	5,040,822.52	81.84	1,118,343.48
	TOTAL	.00	.00	.00	.00	.00
	TRANSFERS TOTAL	5,820,444.00	1,200,254.00	1,200,254.00	20.62	4,620,190.00
	TRANSFER TOTAL	.00	2,320,190.00	4,620,190.00	.00	4,620,190.00-
	NON-PROGRAM GENERAL REV TOTAL	.00	1,124.22	523,720.43	.00	523,720.43-
	TRANSFER OUT TOTAL	5,820,444.00	3,521,568.22	6,344,164.43	109.00	523,720.43-
	TOTAL ALL FUNCTIONS	26,736,672.00	5,263,076.88	24,209,092.55	90.55	2,527,579.45

BUDGET REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	10,147,410.00	343,804.69	8,764,612.67	86.37	1,382,797.33
	ROAD USE TAX TOTAL	1,037,206.00	57,894.65	860,046.70	82.92	177,159.30
	EMPLOYEE BENEFITS TOTAL	1,900,000.00	1,100,000.00	1,900,000.00	100.00	.00
	EMERGENCY TAX LEVY FUND TOTAL	85,190.00	85,190.00	85,190.00	100.00	.00
	SALES TAX - HUMAN DEV TOTAL	140,000.00	140,000.00	140,000.00	100.00	.00
	SALES TAX - INFRASTRUCTUR TOTA	1,000,000.00	500,000.00	1,000,000.00	100.00	.00
	50% SALES TAX-PROP TAX RE TOTA	1,495,000.00	495,000.00	1,495,000.00	100.00	.00
	TAX INCREMENT FINANCING TOTAL	1,200,254.00	1,219,738.00	1,236,479.00	103.02	36,225.00-
	ECONOMIC DEVELOPMENT TOTAL	741,200.00	6,462.40	615,131.79	82.99	126,068.21
	SWIM POOL RESERVE TOTAL	.00	.00	.00	.00	.00
	GRAND THEATRE RESERVE TOTAL	.00	.00	.00	.00	.00
	MARY E TOLMIE FUND TOTAL	.00	.00	.00	.00	.00
	PARK MAINT & IMPROV RESER TOTA	.00	.00	.00	.00	.00
	LIBRARY TRUST FUNDS TOTAL	12,400.00	334.64	9,992.34	80.58	2,407.66
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,903,846.00	2,000.00	1,591,845.00	83.61	312,001.00
	CAPITAL PROJECTS TOTAL	775,000.00	85,901.32	832,677.27	107.44	57,677.27-

BUDGET REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	RIVERFRONT BARGE PROJECT TOTA	20,000.00	562.50	14,038.79	70.19	5,961.21
	ROQUETTE BUILDING TOTAL	120,000.00	1,013.21	99,536.04	82.95	20,463.96
	NON-EXPENDABLE TRUST FUND TOTA	.00	.00	.00	.00	.00
	WPC MAINT & OPERATION TOTAL	3,223,370.00	823,808.30	2,887,959.99	89.59	335,410.01
	WATER POL CONTROL RESERVE TOTA	277,000.00	42,043.00	42,043.00	15.18	234,957.00
	SEWER MAINTENANCE RESERVE TOTA	277,500.00	.00	263,313.87	94.89	14,186.13
	WATER POL CONTR CAP PROJ TOTA	.00	.00	.00	.00	.00
	SEWER IMPROVEMENT RESERVE TOTA	1,175,000.00	238,236.22	801,783.13	68.24	373,216.87
	CDBG SWR POINT REPAIR PRJ TOTA	.00	.00	.00	.00	.00
	SOLID WASTE FUND TOTAL	832,476.00	105,287.73	742,022.96	89.13	90,453.04
	SOL WAS EQUIP REPLACE RES TOTA	.00	.00	.00	.00	.00
	CAP PROJ-REMEDIAL ACTION TOTA	.00	.00	.00	.00	.00
	MUNICIPAL BRIDGE TOTAL	373,820.00	14,676.00	303,699.57	81.24	70,120.43
	INTERNAL SERVICE FUND TOTAL	.00	1,124.22	523,720.43	.00	523,720.43-
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		26,736,672.00	5,263,076.88	24,209,092.55	90.55	2,527,579.45
		=====	=====	=====	=====	=====

REVENUE REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	8,974,731.00	2,331,747.08	9,401,723.76	104.76	426,992.76-
	ROAD USE TAX TOTAL	1,250,000.00	.00	1,269,485.72	101.56	19,485.72-
	EMPLOYEE BENEFITS TOTAL	1,966,905.00	.00	1,884,192.66	95.79	82,712.34
	EMERGENCY TAX LEVY FUND TOTAL	85,190.00	.00	87,617.57	102.85	2,427.57-
	SALES TAX - HUMAN DEV TOTAL	140,000.00	.00	122,313.46	87.37	17,686.54
	SALES TAX - INFRASTRUCTUR TOTA	550,000.00	.00	489,253.78	88.96	60,746.22
	50% SALES TAX-PROP TAX RE TOTA	770,000.00	.00	611,567.22	79.42	158,432.78
	TAX INCREMENT FINANCING TOTAL	1,269,916.00	.00	1,276,160.21	100.49	6,244.21-
	ECONOMIC DEVELOPMENT TOTAL	27,000.00	.00	446,292.61	1,652.94	419,292.61-
	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	142,905.32	2,858.11	137,905.32-
	LIBRARY TRUST FUNDS TOTAL	.00	.00	17,293.79	.00	17,293.79-
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,931,004.00	1,200,254.00	1,917,762.88	99.31	13,241.12
	CAPITAL PROJECTS TOTAL	.00	.00	672,408.88	.00	672,408.88-

REVENUE REPORT
CALENDAR 6/2018, FISCAL 12/2018

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	RIVERFRONT BARGE PROJECT TOTA	.00	.00	.00	.00	.00
	ROQUETTE BUILDING TOTAL	.00	.00	.00	.00	.00
	NON-EXPENDABLE TRUST FUND TOTA	3,000.00	300.00	18,577.24	619.24	15,577.24-
	WPC MAINT & OPERATION TOTAL	4,539,300.00	.00	3,823,616.18	84.23	715,683.82
	WATER POL CONTROL RESERVE TOTA	400.00	.00	445.79	111.45	45.79-
	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	5,321.83	.00	5,321.83-
	CDBG SWR POINT REPAIR PRJ TOTA	.00	.00	5,108.00	.00	5,108.00-
	SOLID WASTE FUND TOTAL	761,000.00	.00	631,228.55	82.95	129,771.45
	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	320,725.55	74.59	109,274.45
	INTERNAL SERVICE FUND TOTAL	485,000.00	.00	525,780.37	108.41	40,780.37-
	TOTAL REVENUES	=====	=====	=====	=====	=====
		23,188,446.00	3,532,301.08	23,669,781.37	102.08	481,335.37-
		=====	=====	=====	=====	=====

TREASURER'S REPORT
CALENDAR 6/2018, FISCAL 12/2018

HOL FUND#	TITLE	LAST REPORT ON HAND	EXPENSES	REVENUE	BALANCE
001	GENERAL	698,937.82-	343,804.69	2,331,747.08	1,331,559.70
110	ROAD USE TAX	1,695,406.25	57,894.65	.00	1,642,776.87
112	EMPLOYEE BENEFITS	1,868,283.91	1,100,000.00	.00	768,283.91
119	EMERGENCY TAX LEVY FUND	91,404.31	85,190.00	.00	6,214.31
121	SALES TAX - HUMAN DEV	189,159.32	140,000.00	.00	49,159.32
122	SALES TAX - INFRASTRUCT	529,656.01	500,000.00	.00	29,656.01
123	50% SALES TAX-PROP TAX	617,883.40	495,000.00	.00	122,883.40
125	TAX INCREMENT FINANCING	1,272,042.82	1,219,738.00	.00	52,304.82
160	ECONOMIC DEVELOPMENT	29,947.21-	6,462.40	.00	72,807.26-
182	SWIM POOL RESERVE	1,070.00	.00	.00	1,070.00
183	GRAND THEATRE RESERVE	1,051.17	.00	.00	1,051.17
184	MARY E TOLMIE FUND	81,873.04	.00	.00	81,873.04
185	PARK MAINT & IMPROV RES	276,237.86	.00	.00	276,237.86
186	LIBRARY TRUST FUNDS	55,035.28	334.64	.00	54,700.64
187	PUBLIC WORKS EQUIP RESE	12,800.78	.00	.00	12,800.78
200	DEBT SERVICE	760,073.76-	2,000.00	1,200,254.00	438,180.24
301	CAPITAL PROJECTS	876,259.74	85,901.32	.00	790,358.42
302	RIVERFRONT BARGE PROJEC	13,476.29-	562.50	.00	14,038.79-
303	ROQUETTE BUILDING	98,522.83-	1,013.21	.00	99,536.04-
500	NON-EXPENDABLE TRUST FU	462,426.73	.00	300.00	462,726.73
610	WPC MAINT & OPERATION	5,449,074.17	823,808.30	.00	4,635,066.66
611	WATER POL CONTROL RESER	95,348.84-	42,043.00	.00	137,391.84-
612	SEWER MAINTENANCE RESER	884,371.97-	.00	.00	884,371.97-
613	WATER POL CONTR CAP PRO	.00	.00	.00	.00
614	SEWER IMPROVEMENT RESER	398,758.34	238,236.22	.00	160,522.12
617	CDBG SWR POINT REPAIR P	5,108.00	.00	.00	5,108.00
670	SOLID WASTE FUND	128,718.22	105,287.73	.00	27,124.50
671	SOL WAS EQUIP REPLACE R	.00	.00	.00	.00
672	CAP PROJ-REMEDIATION ACTIO	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	3,050,109.21	14,676.00	.00	3,036,126.78
810	INTERNAL SERVICE FUND	3,899.98	1,124.22	.00	2,775.76
	Report Total	14,485,579.82	5,263,076.88	3,532,301.08	12,780,415.14

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 JUNE 7, 2018.

REGISTER NO. 4999

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$	556.00
ALTORFER INC.	PARTS	\$	431.50
AMI PIPE & SUPPLY	SUPPLIES	\$	134.45
BANKERS TRUST	INTEREST/PRINCIPAL BONDS	\$	84,250.50
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$	190.00
GRAY QUARRIES, INC	ROADROCK	\$	1,893.16
HARTRICK'S LUMBER	SUPPLIES	\$	46.71
KRICHEL'S ANIMAL HOSPITAL	SERVICE ANIMAL CONTROL	\$	673.64
RIVER CITY PARTS, INC.	PARTS	\$	221.64
LAWSON PRODUCTS, INC.	SUPPLIES	\$	11.14
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$	27.90
J & S ELECTRONICS BUSINESS,INC	MAINTENANCE AGREEMENT	\$	99.46
KONE INC.	ELEVATOR REPAIRS	\$	1,013.21
S. J. SMITH WELDING SUPPLY	PROPANE	\$	84.18
IDEAL READY MIX COMPANY, INC	CONCRETE	\$	4,559.28
HICKEY CONTRACTING COMPANY	LABOR/MATERIALS @ VICTORY PARK	\$	8,212.00
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$	1,069.50
MEYERS DRIVEWAY & SEPTIC TANK	SEWER RELOCATE	\$	76,225.00
ELECTRONIC APPLICATIONS CO.INC	PD CAMERA BATTERY/LABOR	\$	190.75
TASKE FORCE, INC.	TEMPORARY HELP	\$	1,217.50
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$	2,678.21
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	\$	262.04
ALLIANT	ELECTRIC BILL	\$	8,553.69
THE CARDBOARD BOX	UPS CHARGES	\$	34.82
VISION SERVICE PLAN	VISION COVERAGE	\$	3,085.53
NEWBERRY, INC	PARTS	\$	156.80
CENTURY LINK	SERVICE	\$	738.21
PRINCIPAL LIFE GROUP	DISABILITY/ LIFE INS.	\$	895.03
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$	4,557.46
LINDNER AVIATION, INC.	AIPORT MANAGER FEE/REIMUBURSE	\$	4,150.13
TRUCK REPAIR, INC	PARTS	\$	187.50
DEMCO, INC	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	1,597.85
MEYERS PLUMBING	LABOR/MATERIALS	\$	705.72
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$	725.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	11.27
RESERVE ACCOUNT	REFILL POSTAGE	\$	200.00
KEOKUK CONTRACTORS, INC	BANNER POLES	\$	66,175.55
COLE-PARMER SCIENTIFIC	LAB SUPPLIES	\$	184.73
CONNECTION INSURANCE	FLOOD INSURANCE	\$	1,843.00
GATE CITY SEED COMPANY	SUPPLIES	\$	79.98
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$	2,857.08

REGISTER NO. 5000

RATHBUN REGIONAL WATER ASSOC.	AIRPORT WATER BILL	\$	38.73
W. L. MILLER COMPANY	MC-30 LIGHT OIL	\$	97,071.90
VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$	101,935.82
DOWNEY'S FIRE EQUIPMENT	RECHARGE EXTINGUISHERS	\$	40.00
HILL PRINTING	OFFICE SUPPLIES	\$	708.11
HY-VEE, INC.	SUPPLIES	\$	136.99
KEOKUK ECONOMIC DEVEL CORP.	KINDUSTRY PARK FARMLAND RENT	\$	1,689.50
THE ATHLETIC CENTER L.L.C.	BALL PARK BASES	\$	360.00
C. H. MCGUINNESS CO., INC.	PARTS/FREIGHT	\$	1,969.28
R.L. HOENER COMPANY	PARTS/FREIGHT AIRPORT	\$	383.44
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$	226.26
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$	263.45
ROME'S AUTO SPRING REPAIR, INC	PARTS	\$	387.30
YOUNGGREN SHOES	SAFETY WORK BOOTS	\$	120.00
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$	58.00
PIPER JAFFRAY & CO.	DISSEMINATION SERVICES FY2017	\$	1,000.00
NIEMANN FOODS, INC./ACE	LIBRARY SUPPLIES	\$	28.56
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$	335.00
ORIENTAL TRADING COMPANY, INC.	LIBRARY SUPPLIES	\$	210.84
RON SYMMONDS	TOOL ALLOWANCE	\$	800.00
FASTENAL COMPANY	PARTS/SUPPLIES	\$	331.75
VISA	CARD SERVICES	\$	633.27
KOHL WHOLESAL	CONCESSION SUPPLIES FOR POOL	\$	1,287.54
JAMES K. NEFF	PARTS/LABOR	\$	614.75
SEARS COMMERCIAL ONE	CARD SERVICES	\$	549.99
AUTOZONE	PARTS/SUPPLIES	\$	339.13
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$	2,986.66
PETE BENSON	TOOL ALLOWANCE	\$	420.40
REECE'S HEATING & AIR	SERVICE A/C @ POLICE DEPT	\$	213.00
WAL-MART COMMUNITY/GECRB	SUPPLIES	\$	561.61
BYTESCRIBE	DICTATION SYSTEM POLICE DEPT	\$	3,244.00
DELL MARKETING L.P.	COMPUTERS FOR PD	\$	5,832.49
TYCO INTEGRATED SECURITY LLC	ALARM SERVICES	\$	1,170.16
SYNCB/AMAZON	LIBRARY BOOKS/MOVIES	\$	305.26
HNTB CORPORATION	ENGINEERING FEES	\$	3,335.54
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	\$	1,237.76
MEDIACOM	SERVICES	\$	351.80
IOWA FINANCE AUTHORITY	INTEREST/PRINCIPAL BONDS	\$	766,561.65
MUNICIPAL EMERGENCY SERVICES	REPAIR SCBA	\$	350.00
HILL'S PET NUTRITION SALES,INC	SUPPLIES	\$	47.08
GARY L. PFEIFERLING	POLICE VEHICLE CLEANING	\$	440.00
CITY DIRECTORIES	CITY DIRECTORIES	\$	265.00
CANTON MARINE TOWING CO.INC.	BARGE SERVICES	\$	562.50
WEIRATHER ENTERPRISES	PARTS	\$	66.50
IMI EQUIPMENT, LLC	PARTS	\$	28.92

REGISTER NO. 5001

LEXISNEXIS RISK SOLUTIONS	CONTRACT COVERAGE	\$	122.97
QC ANALYTICAL SERVICES, LLC	TOTAL FECAL MPN	\$	350.00
ARNOLD REFRIGERATION, INC.	PARTS/REPAIR	\$	300.00
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$	14.90
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$	198.00
THE BOOK FARM, INC.	LIBRARY BOOKS	\$	3,902.91
MIDWEST JANITORIAL SERVICE, INC	JANITORIAL SERVICE @ LIBRARY	\$	1,061.94
GREATER BURLINGTON PARTNERSHIP	SOUTHEAST IOWA DAYS D.C.	\$	300.00
ROQUETTE AMERICA INC.	TARGETED JOBS TAX CREDIT	\$	36,397.65
CARD SERVICES	LIBRARY SUPPLIES	\$	300.86
MID-IOWA SOLID WASTE EQUIPMENT	CREDIT MEMO	\$	(83.32)
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	211.40
THE LIFE GUARD STORE, INC.	LIFEGUARD SUITS/SUPPLIES	\$	561.00
WEST CENTRAL FS INC.	BULK FUEL	\$	21,085.50
TRANS-IOWA EQUIPMENT, INC.	PARTS	\$	388.62
SHIPSHAPE LANDSCAPE	LANDSCAPING	\$	55.00
KLINGNER & ASSOCIATES, P.C.	GROUNDWATER MONITORING	\$	1,140.41
INTERSTATE BATTERIES OF	PARTS/SUPPLIES	\$	366.14
COMPUTER PROJECTS OF ILLINOIS,	ANNUAL OPENFOX LICENSE @ PD	\$	171.60
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$	681.63
PEPSI COLA MEMPHIS BOTTLING CO	POP FOR POOL CONCESSIONS	\$	383.98
IOWA LAW ENFORCEMENT ACADEMY	DEFENSIVE SCHOOL	\$	400.00
EDWARD F. MCKENNEY, D.O. S.C.	MEDICAL SERVICES	\$	15.00
WINDSTREAM	SERVICES	\$	1,626.75
RELIANT FIRE APPARATUS, INC.	PARTS	\$	267.28
JERRY HERR	REIMBURSE GRAND THEATER SUPPLY	\$	37.16
J.W. GUY	REIMBURSE PARTS	\$	10.88
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	22.80
OVERDRIVE, INC.	LIBRARY BOOKS	\$	1,711.82
LIBERTY UTILITIES MIDSTATES	LIBRARY SERVICE	\$	1,227.73
JUSTINA MORTIMER	REIMB.FUEL TRAVEL TO ILEA	\$	10.01
DOUG SEABOLD	REIMB. TOOL ALLOWANCE	\$	679.38
JAMES WALLACE	JANITORIAL SERVICE @ GRAND	\$	305.00
RICHARD MOORE	REIMBURSE FASTENAL PURCHASES	\$	22.02
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$	425.00
INTERSTATE BILLING SERVICE, INC	PARTS	\$	78.19
ARMSTRONG TRACTOR LLC	LAWN MOWER	\$	9,200.00
FULLSPEED LLC DBA EAGLE TECH	DOMAIN RENEWAL	\$	19.99
JIM DAVIDSON	MOWING @ VARIOUS PROPERTIES	\$	2,860.00
KIMBALL MIDWEST	PARTS	\$	129.50
TANNER WALDEN	REIMB.TRAVEL TO ILEA	\$	25.00
NORTH CEDAR SOUTH, LLC	MONTHLY RECYCLE PICK UP FEE	\$	40.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	40.50
COMMERCIAL CONTRACTING	FLOOD WALL SEALANT	\$	4,739.00
VISA	CARD SERVICES	\$	3,920.00

REGISTER NO. 5002

WILBUR L. QUINN JR.	MOWING @ VARIOUS PROPERTIES	\$	960.00
KEOKUK MILLS, LLC	TARGETED JOBS TAX CREDIT	\$	4,772.90
FP MAILING SOLUTIONS	POSTAGE @ LIBRARY	\$	80.85
QUINCY MEDICAL GROUP	MEDICAL SERVICES	\$	458.00
MT. PLEASANT CORRECTIONAL FAC	SERVICES	\$	360.00
DANIELS, LONG & PINSEL, LLC	PROFESSIONAL SERVICES	\$	2,440.00
MIDWEST INDUSTRIAL SERVICES	LABOR/MATERIALS	\$	6,367.00
SUTTON AG ENTERPRISES	SUPPLIES/FREIGHT	\$	336.16
ALEKZANDER HARVEY	REIMBURSE FUEL ILEA	\$	10.00
CODY SCHLUETER	REIMBURSEMENT	\$	20.09
STERICYCLE COMSOL	ANSWERING SERVICE	\$	473.93
KRISTINA RUDD	MONTHLY CLEANING SERVICES	\$	322.81
ENGINEERED EQUIPMENT SOLUTIONS	PARTS/EQUIPMENT/FREIGHT	\$	336.86
TOM RICHARDSON	MILEAGE REIMBURSE	\$	81.32
INDI WIND, INC	SAFETY WORK BOOTS	\$	50.00
SHAUNNA BREED	LAWN MOWING SERVICES	\$	880.00
FLANNIGAN'S RIGHT HOOK, LLC	4TH OF JULY BAND	\$	2,500.00
WESTECH	RETROFIT CAGE DRIVE UNIT WPC	\$	42,043.00
UNITYPOINT HEALTH-KEOKUK	MEDICAL SERVICES	\$	240.00
JAMES A. WOLFF	CHAIRS FOR GRAND THEATER	\$	46.00
RYLAND CONSTRUCTION	MOWING VARIOUS PROPERTIES	\$	720.00
CREDIT BUREAU SERVICES	LIBRARY SERVICES	\$	113.97
SHELTERED REALITY, INC	LIBRARY PERFORMANCE	\$	175.00
HISTORIC EAGLES BUILDING LLP	TAX REBATE HISTORIC EAGLES BLD	\$	19,484.00

\$ 1,459,283.15



ITEM NO. 7

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: May 10, 2018 Meeting Date: June 7, 2018

SUBJECT: Adoption of updated Comprehensive Plan	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File
---	--

SYNOPSIS	The Comprehensive Plan is the vision of what community members desire Keokuk to become over the course of the next decade and the specific actions, policies, and projects needed to make this vision a reality. The Comprehensive Plan addresses various aspects of the community and provides a comprehensive vision, in the form of goals, to guide decisions that are not made in isolation, but rather are made in a manner that furthers implementation of the vision of the desired community. The plan provides a roadmap based on community input for leveraging the strengths of the community, taking advantage of opportunities, correcting weaknesses, and addressing challenges in order to achieve all goals of the plan.
FISCAL IMPACT	
RECOMMENDATION	It is recommended that the City Council take action to approve the resolution accepting, approving, and adopting the updated 2018 City of Keokuk Comprehensive Plan.

Mandatory Attorney Review Completed: _____

Responsible City Staff Member(s): Pam Broomhall

RESOLUTION NO.

**A RESOLUTION APPROVING
THE COMPREHENSIVE PLAN OF THE CITY OF KEOKUK, IOWA**

WHEREAS, the council and community recognized the need for an updated comprehensive plan for the City; and

WHEREAS, multiple meetings were held to gather community input on the strengths, weaknesses, opportunities, and challenges that community members feel the City of Keokuk is facing and what improvements community members desire to see; and

WHEREAS, Southeast Iowa Regional Planning Commission, working with City staff and an Advisory Committee used the community input received to draft the goals and implementation strategies of the comprehensive plan; and

WHEREAS, said Planning and Zoning Commission has duly held a public hearing on April 23, 2018 and recommended the plan's adoption by the Keokuk City Council.

NOW, THEREFORE IT IS HEREBY RESOLVED by the Keokuk City Council after duly holding a public hearing, to adopt said plan as the official future planning document for Keokuk, Iowa.

BE IT FURTHER RESOLVED that said plan shall be placed on file in appropriate places and provided to appropriate officials for reference purposes for the deliberation of land use issues and enforcement of land use ordinances as hereafter may be adopted by Keokuk.

Passed this 7TH day of June, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

RESOLUTION NO. _____

**A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY LOCATED AT
728 FULTON STREET BY THE CITY OF KEOKUK, IOWA**

WHEREAS, Section 364.7, 403.12, and 362.3 of the Code of Iowa sets for the manner in which the City of Keokuk may dispose of an interest in real property; and

WHEREAS, The City of Keokuk is the present owner of certain real property (“the Property”), to wit:

The property commonly known as 728 Fulton Street consisting of the following:

The Property Commonly known as 728 Fulton Street, Keokuk, Lee County, Iowa:
Original City of Keokuk, Lot 6, Block 102

WHEREAS, the assessed value for this two family dwelling is \$90,320.00, however due to the deterioration of the property and required improvements in order to make the structure code compliant, the City is willing to accept the proposed investment to rehabilitate this dwelling that will in turn contribute to neighborhood stabilization.

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 for the purchase and development of the property; and

WHEREAS, The City desires to have the property developed, and strict compliance with all applicable laws, in particular the provisions of Chapter 403 of the Code of Iowa, the City has adopted an Urban Renewal Plan establishing an “Urban Renewable Area” in which the property is situated; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, The City has reviewed the proposal by Klusak Ahn LLC (“the Developer”) to dispose of the real property interest; and the City Council, having reviewed all proposals received following the City’s published Request for Proposals (“RFP”), believes the proposed development interest to be fair and appropriate for the consideration proposed; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Laws") authorize counties to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City will make an Economic Development Grant to Developer, by way of reducing the purchase price to one-dollar (\$1.00) in support of the "Project" under the terms and following satisfaction of the conditions set forth in the Agreement, and in anticipation of increased tax revenue, local jobs, and general urban revitalization; and

WHEREAS, the City Council has determined that this Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, public hearings have been held on this 7th Day of June, 2018 after required notice for the purchase proposal of the real property pursuant to Section 364.7 of the Code of Iowa; and

WHEREAS, public hearings have been held on this 7th Day of June, 2018 after required notice for the purchase proposal of the real property pursuant to Chapter 403 of the Code of Iowa;

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

THAT the Mayor and Clerk are hereby duly authorized and directed to take any and all necessary steps to expeditiously transfer the Property, afore described, and by Quit Claim Deed, to Klusak Ahn LLC for the proper economic development as proposed in the Proposal, and in the Purchase Agreement on which heretofore a public hearing has been held, and contingent upon the payment of one-dollar (\$1.00) for the amount therein and any other incidental costs thereof,

FURTHER THAT, the foregoing paragraph's authorization is further contingent on the execution of a development agreement, for which the Council hereby authorizes the City Administrator and Acting City Attorney to negotiate, and the Mayor and Clerk are hereby duly authorized to execute on behalf of the City for the purposes herein contained.

Passed this 7th day of June, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

Klusak Ahn LLC Bid
728 Fulton St.
Keokuk, IA 52632

Proposed Use- Our plan is to renovate the property from a duplex into a single family dwelling for general sale to any and all interested purchasers. We will be listing the property with Sutlive Real Estate upon completion of our renovation and remodel of the property.

To address all of the repair concerns please see attached material list provided from ACE Hardware, Keokuk IA.

Overall summary of our repair plan is to replace all parts of the roof that are in bad repair with new osb. If any of the trusses are damaged, we will stud them with dimensional lumber and then sheet and shingle the entire roof which will provide the homeowner with a factory warranty for their roof.

The side porch shall be restored with existing materials or replaced with new treated dimensional lumber. We will also replace the flooring of the porch if necessary. We will use industrial grade exterior paint on all of the finished surface of the side porch. Furthermore, we will be doing the same to the other 2 porches on the property as well, to increase the aesthetic condition, as well as the sale price of the property.

We plan to completely replace all carpeting, as well as any sub flooring needing replacement due to water damage or any other damage with new underlayment and sheets of osb prior to laying carpet down.

We plan to use the existing bathroom tile flooring, we will redo the grout in both bathrooms both for functional and aesthetic purposes. We will also restore the piece together hard wood flooring to make a 1 kitchen and 1 dining room floor plan in the downstairs of the property. We will refurbish all cabinets and countertops from both kitchens into like new condition to create a larger single kitchen for the new homeowners.

We will paint all sheetrock with commercial primer and are considering using a light grey latex based color from Sherman Williams to finish the painting, although we will seek advice from Howie Sutlive as to whether we should leave the walls white primer so the new homeowners can pick their own colors.

We also plan on using display model appliances for the kitchen from Sears in Keokuk, which will be available as a purchase option for the new homeowners.

We plan on having all plumbing inspected and repaired by Vinson and Sill, including the jetted tubs to ensure that all fixtures in the home are functional and up to code.

We will be replacing all sheet rock that is in bad repair including removal of the drop ceilings and replacing them with sheet rock. We will also add ceiling fans where appropriate in place of the old ones, or in place of fixtures where we feel a ceiling fan is warranted.

We are unsure of the state of the electrical at this time due to the lack of service on the property. I was referred to Jim Neff by Sutlive Real Estate and spoke with Teresa. If he is too far booked out I will find another electrician to pull the permit and do any necessary repairs and of course to inspect for deficiencies. I did contact Alliant Energy, there is already a meter servicing the address. I was told that it is ready to be turned on immediately. If awarded the property, I will restore power within 72 hours of acquisition.

We will have Westridge Mechanical handle any HVAC deficiencies although again, until services are restored we cannot gauge as to what, if any HVAC work will need done to the property. At a glance both furnaces and outdoor AC compressor units looked to be in good repair, but without power we could not verify their working condition.

Vinson and Sill have quoted me at \$8,000.00 to repair the sewer main replacing the entire clay pipe from the main to the cast iron pipe extending from the house with PVC piping, as well as replace the curb side box and back fill all holes made, both to this property as well as to city property. I spoke with Mark Boussetot in regards to making sure that the plumbing contractor I hire for this project was familiar with the 2018 city codes for back filling a city street and was assured by Vinson and Sill that they are aware of the requirements of the City of Keokuk. They will also be repairing the concrete wall in the garage bay closest to the house that is sinking towards the interior of the garage.

We will of course maintain the exterior of the property while under my ownership, as well as pay property taxes when due. I have already spoken to Jon Little at Connections Insurance in regards to a short term policy for this property to cover my investment, as well as enough to cover the cost of demolition in the extremely highly unlikely scenario that it would be warranted.

We will restore water services as soon as safely possible to the property, our first priority is obviously the sewer main, exterior doors, garage doors and the roof, as we do not want any squatters in the property during repair.

Attached in my bid is my general approval letter from First Community Bank for financing for the repairs of the property 728 Fulton (or perhaps listed as for any property in Keokuk).

The only person with a financial interest in the project is myself Chris Klusak, my mailing address is 717 main st. Keokuk, IA 52632. My cell phone is 319-670-1089. My email is chinobling319@gmail.com

Besides the above mentioned contractors, Austin Greer shall be performing most of the labor on the project as far as the general construction is concerned. He has been my maintenance man for my rental properties and I am confident in his ability to complete this project in a timely and professional manner. I have also bid the cost of labor for a 2nd party to assist him, which I will leave to him to choose someone to hire if deemed necessary on the project.

Our timetable is to have this property completely restored and on the market in 4 months. Other than maintenance work for me, Mr. Greer will be solely dedicated to working on this project until completion.

My total bid for the labor portion of my proposal is: \$19,667.20 for Mr. Greer and \$6,400.00 for a helper. I figured these by averaging the contractor rates of zone 4 in the state of Iowa to \$30.73 per hour for Mr. Greer, and \$10.00 per hour for the helper.

The ACE material list is missing pricing for the exterior garage door which brings the total of the material cost to: \$15,507.81

I have also spoken to my bank in regards to making sure the line of credit I am approved for has roughly \$5,000.00 over these amounts to ensure that any unexpected expenses in the repair of the property can be covered. In addition to that, ACE Hardware has also assured me that if needed, I can use my contractor account for additional materials with an allowance of up to \$2,000.00 to \$3,000.00 on my account, which I could make monthly payments on until we close on the sale of the property. I have added those amounts to my total bid due to the many

unknowns of this project. I cannot put an actual dollar amount on the final cost of materials or guarantee that I will not need to hire an electrician for extensive work or have repairs for the HVAC and/or interior plumbing done to the property, as I have only been inside to do a walk through and for Austin to take all necessary measurements to come up with the material list.

Adding the purchase price of \$1.00 this brings my total bid to: \$56,576.01

If you have any questions or concerns in regards to my bid on this project, please do not hesitate to contact me, as I truly believe I can turn this property into a wonderful home for a large family at an affordable price. I have been advised by Sutlive, Cramer and Peevler Real Estate companies that 4 br 2 ba houses with attached garages that are affordable for the majority of our community are in short supply. Based on the current above average assessed value of the property I believe that this home could fit a large family's needs at a sale price that would allow a local family to get financing approval for a home that suits their needs. I am positive that First Community Bank will be able to provide me with potential buyers that bank with them that would qualify for financing and need a larger home, if the unlikely scenario arises that the house would sit on the market for a long period of time. I say this because they will also be vested in this endeavor as the financial institution that backed my construction costs.

Thank you for your consideration of this proposal, I sincerely hope to work with the city on this in an effort to restore this property and provide a local family with a home they can be proud of.

Best regards,
Chris Klusak
Klusak Ahn LLC

Thursday, May 24, 2018 2:01 pm

Chris Glusak - \$1.00

purposed \$56,575
Construction costs

KAM

City of Keokuk Property Bid Sheet

Property to be bid upon: Vacant property generally described as 728 Fulton Street

Name in which property would be transferred: Klusch Aha LLC

Name of bidder: Chris Klusak

Address of bidder: 717 Main St Keokuk, IA 52632

Phone & Fax number of bidder: (319) 670-1089 chrusk19@gmail.com

BID AMOUNT: \$56,576.01

Description of intended Improvements: Please attach a detailed narrative of intended construction, rehabilitation and repairs, include a site plan with any exterior construction and/or changes made.

It is understood that the City of Keokuk reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City. Bidders understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and the property taxes (if applicable) are costs that are in addition to the purchase price offered for the property.

Furthermore, I understand the zoning designation of the property and building code requirements that I am bound by this designation for my use of property.

It is understood and agreed that a Real Estate Bid Form, once submitted and opened, cannot be withdrawn without the consent of the City of Keokuk.

Note: The successful bidder will be required to sign a Development Agreement binding them to the specified completion deadline of twelve (12) Months.


Signature of applicant/ bidder

5/18/18
Date

*** Please place all material within a sealed envelope with 728 FULTON STREET BID written on the front. Place this sheet at the beginning of your bid packet when submitting to Clerks office.**

ALL BIDS ARE DUE NO LATER THAN 2:00 p.m., May 24, 2018

Chris Kluck (319) 670-2089

Drywall

- 13.50 65 sheets 5/8" 4x10
- 11.00 213 sheets 1/2" 4x10
- 13.99 ~~20~~ 20 5 gallon buckets joint compound (blue lrd)
- 3.99 10 rolls tape
- 1.59 30 pcs corner beading
- 7.99 ~~5~~ 5 pkg 150 grit 9" sanding discs

Roofing

- 15.45 45- 8x4 roof sheeting
- 5.00 1400 sq. ft. tarpaper
- 22.00 42 bundles shingles
- 30.00 23 - 200ct coil roofing nails

Bathrooms

- 7.100 2 toilets
- 14.99, 89.99 fixtures for sink, tub, shower x2
- grout for 200 sq. ft. tile floors

Kitchen

- 89.99 sink fixtures

Flooring

- 12.99 1,722 sq. ft. carpet
- 10 sheets underlayment + OSB
- other misc. items + tools

dimensional lumber

- 5.35 100 2x4x10
- 00, 8.00, 13.50 10 each 2x6x10, 2x8x10, 2x12x10
- 26.00 10 sheets 3/4 x 8x4 ply
- Various screws, nails, fasteners ≈ \$200.00?

Garage Door
3 Exterior Doors
(metal)

* By Thursy
Mary
*

15,007.81

~~12,707.81~~

Dry wall

877.50
2343
279.80
39.90
47.70
39.95

3627.85

ROOFING

695.25
45.00
924.00
690.00

2,354.25

BATH

\$ 200
99.89
179.98
300.00

779.87

Kitchen

89.99

FLOOR

4305.00
129.99
145.55

4580.50

OTHER

500.35
80.00
80.00
135.00
280.00
200.00

1275.35

EXT. DOORS

3 - 1500.00
2 - 800.00



First Community Bank
A BRANCH OF DUBUQUE BANK & TRUST

March 23, 2018

Klusak AHN LLC
717 Main St.
Keokuk, IA 52623

Dear Chris:

We are pleased to advise you that you have been pre-approved for the purchase of investment property in Keokuk, Iowa.

Prior to loan closing, the following criteria must be completed:

- Purchase Agreement signed by both parties
- Satisfactory Title Opinion, with all liens cleared at closing
- Final Underwriting Approval

We reserve the right to modify or withdraw this commitment if your financial condition changes materially or if any other previously unknown adverse conditions are discovered prior to closing.

Please feel free to contact me at 319-524-6921 if you should have any further questions or concerns.

Sincerely,

Kristal D. King
Loan Assistant Senior

320 Concert Street / 115 Boulevard Road | P.O. Box 190
Keokuk, IA 52632-0190 | (319) 524-6921 | Fax (319) 524-6966

May 2, 2018

Dear Interested Developer:

The City of Keokuk has successfully been awarded 728 Fulton Street by the Courts through Iowa Code 657A.10, which grants cities the power to take possession of dilapidated and abandoned homes. It is now our intentions to sell 728 Fulton Street, as the structure has been deemed sound enough for rehabilitation, and to fulfill the City's desire to put it back on the tax rolls.

Details of the property are as follows:

- 2519 sq. ft. Two Family Dwelling Unit (Two Family Conversion), with full basement and a 672 sq. ft. attached garage
- Current Assessed Value is \$ 90,320
- Lot size is 7,000 sq. ft.

Attached you will find a *Request for Development Proposal* packet relating to the sale of 728 Fulton Street, also attached is a report from the Lee County website with further details of the property. Please review the packet and submit the appropriate information in accordance with your development plans for the site.

Please note that the reason for the Development Proposal packet is to rehabilitate the property in a way that that is permitted within the zoning district and Land Use Plan for the area, as well as promoting positive development for the City of Keokuk as a whole. Compatibility with the nearby neighborhood and other surrounding uses will also be a key component of the development. The property is currently zoned R-4, multiple family dwelling district.

Proposals are due by **2:00 p.m., May 24, 2018** to the City Clerk's office, **1st floor City Hall**, at 415 Blondeau Street, Keokuk, Iowa 52632.

If you should have any questions or need any additional information regarding this matter, please do not hesitate to contact our office and ask for me at 319.524.2050, Ext 115. Thank you for your cooperation in advance and thank you for your interest in the City of Keokuk

Respectfully Yours,

Pam Broomhall
Community Development Director

REQUEST FOR DEVELOPMENT PROPOSAL

CITY OF KEOKUK, IOWA

Address of Property

The City of Keokuk, Iowa, is inviting proposals for the sale and development of property located at 728 Fulton Street.

The following information details the criteria for submitting a bid for the development of this parcel.

Any questions regarding the criteria should be directed to the Community Planning & Development Department for the City of Keokuk.

**Community Planning & Development Department
415 Blondeau Street - City Hall
Keokuk, IA 52632
319-524-2050 – Ext. 115**

STATEMENT OF INTENT

The City of Keokuk Iowa, desires to actively assist the private sector in developing this property. The City is offering the following property for development: 728 Fulton Street

The City intends to allow prospective developers to compete for the acquisition and rehabilitation of this property on the basis of the quality of development as well as price.

SUBMISSION REQUIREMENTS

Proposals must be submitted in narrative form and be accompanied by legible drawings in order for additional copies to be made. Proposals must also address each of the items listed herein. An offer to bid form is also enclosed with this packet that must be filled out with purchase information.

The City Administrator and other city staff will review proposals, prepare a report as to how the proposals fit the criteria established within this RFP. The proposal will then be sent to the City Council for review with a recommendation from Staff, and ultimately a public hearing will be held by the City Council to consider said proposals and either select one, or choose to reject all proposals. A successful selection will require the execution of a Development Agreement with the City, and title will be passed, with the property in as-is condition, to the selected party in the form of a Quit-Claim Deed.

The City reserves the right to reject any and all proposals and to waive informalities in any proposal.

PROPOSALS MUST ADDRESS EACH OF THE FOLLOWING:

1. **Proposed Use**

The proposed development site is zoned **"R-4, Multiple Family Dwelling District."** The proposed use must meet all zoning requirements for a Principal Permitted Use in the **"R-4" District.**

Intended use following rehabilitation of property must be identified as one of the following categories:

- Single Family home owner occupied
- Single or Two Family Rental
- Sale to potential home owner
- General sale to any and all interested purchasers

2. **Property Rehabilitation, Alteration and repairs**

The City is selling this property to be repaired to the minimum standards of the City's building, electrical, HVAC, and plumbing codes. The structure cannot be occupied until rehabilitated and released. All construction materials must be of good quality and compliant with building code. Repairs identified include, but are not limited to, the following:

1. Roof
2. Side porch
3. Subfloor and floor covering (various locations)
4. Drywall repair (various locations)
5. Repair/replace all electrical deficiencies (State of Iowa licensed electrical contractor required)
6. Repair/replace all plumbing deficiencies (State of Iowa licensed plumbing contractor required)
 - Water service – curb box has been removed, no other information on water service, please contact Keokuk Municipal Waterworks office at 319-524-8887 with questions.
 - Sewer repair/replace – repair of sewer lateral from residence to sewer main. Repairs will include excavation and repair of street. Questions regarding this matter may be directed to Mark Bousselot, Public Works Director at 319-524-2050 Ext. 106, or Carl Lawson, Sewer Maintenance Supervisor at 319-524-1171.
7. Repair/replace all HVAC deficiencies (State of Iowa licensed HVAC contractor required)
8. Repair/replace porch
9. Exterior of property must be maintained (grass, weeds, etc.)
10. Provide legal utility services.
11. Provide property insurance.

3. **Site Development**

The City feels that the aesthetic treatment of the rehabilitation is extremely important. Therefore if exterior changes are proposed a detailed plans and site plan is required to be submitted

with the proposal, this includes but is not limited to siding material, accessory structures, porches, etc.

4. Financial Capacity

The proposed developer must provide evidence of financial ability to timely commence and complete the project. This information shall be kept confidential and may be by letter of intent from bank for financing or other similar documentation.

5. Project Team

The proposal must list the names, addresses, and daytime phone numbers of the persons with a financial interest in the project. The proposal shall also include any relevant experience that demonstrates the ability to complete this project.

6. Timetable

The development project must commence construction within three (3) months and be completed within twelve (12) months from the date of possession. If, after transfer of the property by the City to developer, construction is not commencing in accordance with the attached schedule as described, the title to the real estate will revert to City of Keokuk, free of any liens, encumbrances, etc. against said property. Developer agrees to sign all necessary documents for said reversion.

If construction is not completed, at the end of twelve (12) months, but the development of the project is still imminent, the City Council may, but shall not be required to, grant an extension of time for the rehabilitation of the building.

Review Criteria

The categories to be used in evaluating the proposals include but are not limited to the following:

- 1.) Proposed Land Use (Proposed construction will be reviewed for their compatibility and appropriateness for site).
- 2.) Quality of Proposed Development (Probable assessed value of any proposed new structures (i.e. garage) and improvements will be weighed with offering price to determine full impact of community benefits: offer price + taxes paid).
- 3.) Price (While the price will not be sole determining factor, it will be an important part of the equation, in conjunction with other criteria, to assure the City as whole they are serving the citizenry in a fair and beneficial manner).
- 4.) Homeownership is a priority to the City of Keokuk; therefore any bidders that plan to live in the property after rehabilitation is complete or sell to homeowner will be scored higher.

City of Keokuk Property Bid Sheet

Property to be bid upon: Vacant property generally described as 728 Fulton Street

Name in which property would be transferred: _____

Name of bidder: _____

Address of bidder: _____

Phone & Fax number of bidder: _____

BID AMOUNT: _____

Description of intended Improvements: Please attach a detailed narrative of intended construction, rehabilitation and repairs, include a site plan with any exterior construction and/or changes made.

It is understood that the City of Keokuk reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City. Bidders understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and the property taxes (if applicable) are costs that are in addition to the purchase price offered for the property.

Furthermore, I understand the zoning designation of the property and building code requirements that I am bound by this designation for my use of property.

It is understood and agreed that a Real Estate Bid Form, once submitted and opened, cannot be withdrawn without the consent of the City of Keokuk.

Note: The successful bidder will be required to sign a Development Agreement binding them to the specified completion deadline of twelve (12) Months.

Signature of applicant/ bidder

Date

*** Please place all material within a sealed envelope with 728 FULTON STREET BID written on the front. Place this sheet at the beginning of your bid packet when submitting to Clerks office.**

ALL BIDS ARE DUE NO LATER THAN 2:00 p.m., May 24, 2018

RESOLUTION NO.

A RESOLUTION APPROVING THE SECOND READING OF ORDINANCE 1984.

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. 1984 establishing a Stormwater Utility in the City of Keokuk.

MOVED BY:

SECONDED BY:

Passed this 7th day of June, 2018.

ROLL CALL:

AYES –

NAYS –

ABSENT –

THOMAS L. RICHARDSON, MAYOR

ATTEST:

JEAN LUDWIG, CITY CLERK

ORDINANCE NO. 1984

**AN ORDINANCE TO ESTABLISH A STORMWATER UTILITY IN THE CITY OF
KEOKUK**

WHEREAS Section 384.84, the Iowa Code, as amended, permits the council to establish a Stormwater utility.

Chapter 13.19 - STORMWATER UTILITY

13.19.010 - Purpose.

(a) The purpose of this chapter is to establish the stormwater utility, authorize charges, rates and fees for use of, and discharge to, the storm and sewer drainage system; to provide a process for appeals from certain decisions of the city council relating to such charges; and to provide for collection of delinquent charges.

(b) The city council finds, determines, and declares that a city managed stormwater drainage system provides benefits and services to all properties within the corporate limits of the City of Keokuk, including, but are not limited to, the provision of adequate systems for collection, conveyance, detention, treatment and release of stormwater for quality and quantity management that minimize impacts on receiving waters, reductions to hazards to property and life resulting from Stormwater runoff, and general improvements to health and welfare through the reduction of undesirable Stormwater conditions. Further, the Council finds that in order to manage additions and improvements to the city stormwater systems, the City must have adequate and stable funding for its stormwater management program operating and capital investment needs, therefore the construction, operation, and maintenance of the city's storm water and sewer drainage system may be funded through user charges imposed for the discharge of storm and surface water to the storm water drainage system, thereby charging those persons and activities using or receiving service from that system, this shall not preclude alternative financing options including but not limited to issuance of public bonds

(c) The city may be required to provide increased quantity or quality controls to mitigate those impacts of pollutants from discharging storm and surface waters into the stormwater and sewer drainage system. Therefore, it is appropriate to impose a storm and surface water user charge upon all users of property which may discharge, directly or indirectly, into the stormwater and sewer drainage system.

13.19.020 - Definitions.

The following words shall have the following definitions when used in this chapter, and any resolution and order adopted pursuant hereto, unless the context requires otherwise or unless such word is expressly defined otherwise:

“Best Management Practices (BMPs)” means the schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

"City" means the City of Keokuk, Lee County, Iowa, and shall include any representative, officer, agent, or employee of the City authorized to act in its behalf.

"Connection" means the physical act or process of directing or allowing the flow of storm and surface waters to the storm water and sewer drainage or drainage line, or joining onto a private storm and sewer water drainage system, for the purpose of connecting private impervious surface or other storm and surface water sources or systems to the public storm and surface water system. It shall also include creation or maintenance of impervious surface that causes or is likely to cause an increase in the quantity or decrease the quality or both from the natural state of stormwater runoff, and which drains, directly or indirectly, to the storm and surface water system.

"Council" means the City Council of Keokuk, Iowa.

"Date of imposition" or "imposition date" means the date designated by the council at which time a charge is imposed and becomes the legal obligation of the user. The obligation may include the cost of services to be provided during the billing period or for services previously provided to the same person under this chapter.

"Days" means calendar days unless otherwise specified.

"Director" means the Director of Public Works and Engineering or his/her designee.

“Discharge” means the release of water and any elements, compounds and particles contained within or upon, from property owned or controlled by a person.

"Equivalent Residential Unit" ("ERU") means a measurement unit based on the impervious surface area of an average improved single-family dwelling lot or parcel within the city (as determined by a statistical sampling performed by the city).

"Impervious surface area" means all land area that has been altered from its natural state such that it does not allow the infiltration and retention of water equivalent to that of undisturbed soil. This shall include, but is not limited to: pavement, buildings, decks, parking areas, and compacted gravel areas. Impervious surface shall not include improved streets, roads and sidewalks within the public right-of-way in residentially zoned areas of the city.

"Occupant" means the person residing or doing business on the property. In a family or household situation, the occupant responsible for the obligations herein imposed shall be the adult heads of the household, jointly and severally. In a dwelling or office sharing situation, the

adult occupant legally responsible for the management or condition of the property shall be responsible.

"Owner" means the owner and/or occupant of any developed property within the limits of City of Keokuk.

"Person" means any individual, public or private corporation, political subdivision, governmental agency, municipality, partnership, association, firm, trust, or any other legal entity whatsoever.

"Rule" means any written standard, directive, interpretation, policy, regulation, procedure or other provision, adopted by the city council as a resolution procedure or other provision, adopted by the city council as a resolution to carry out the provisions of this chapter.

“Stormwater” means Stormwater runoff, snowmelt runoff, and surface runoff and drainage.

“Stormwater and sewer drainage system district” means the geographic area served by the stormwater utility.

“Stormwater and sewer drainage system” means, whether publically or privately owned, all man-made facilities, structures, and natural watercourses, used for collection and conducting stormwater to, through, or from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations. or through which or into which stormwater runoff, surface water, or subsurface water is conveyed or deposited, but which excluded sanitary sewage and industrial wastes, other than properly permitted discharges.

“Stormwater utility” or “Utility” means the utility established under this section for the purpose of managing stormwater and imposing charges for the recovery of costs connected with such stormwater management.

"Undeveloped property" means any real property that has no impervious area.

"User" means any person who uses property which maintains connection to, discharges to, or otherwise receives services from the city for surface water management. The occupant of occupied property is deemed the user. If the property is not occupied, the person who has the right to occupy it shall be deemed the user.

13.19.030 - Stormwater utility and stormwater and sewer drainage system district established.

(a) A stormwater management and drainage systems utility is hereby established within the Department of Public Works, with the City Council as the governing board of said utility. The function of the stormwater management and drainage systems utility within the department of

public works is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems; to fund activities of stormwater management, and include design, planning, regulations, education, coordination, construction, operations, maintenance, inspection and enforcement activities, all for the protection of the public health, welfare, and safety.

(b) The Council may declare all or a certain portion of the city as a stormwater and sewer drainage system district for the purpose of establishing, imposing, adjusting, and providing for the collection of rates as provided in section 3.19.070. The stormwater utility shall be under the direction, management, and control of the Director of Public Works.

(c) All areas within the Keokuk city limits are hereby declared and designated as a "stormwater and sewer drainage system district" within the meaning and intent of, and for the purposes authorized by Iowa Code Section 384.84 (2013). Said district shall be governed by the stormwater utility.

(d) The City stormwater management and drainage system consists of all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage ways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or man-made, within the political boundaries of the City of Keokuk which control and/or convey stormwater through which the City intentionally diverts surface waters from its public streets and properties. The City owns or has legal access for purposes of operation, maintenance, and improvements to those segments of this system which are located within public streets, rights-of-way, and easements; are subject to easements of rights-of-entry, rights-of-access, rights-of-use, or other permanent provisions for adequate access for operation, maintenance, or improvement of systems and facilities; or are located on public lands to which the City has adequate access for operation, maintenance, and/or improvement of systems and facilities. Operation and maintenance of stormwater systems and facilities which are located on private property or public property not owned by the City and for which there has been no public dedication of such systems and facilities for operation, maintenance, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner. It is the intent of this section to protect the public health, safety and general welfare of all properties and persons in general, but not to create any special duty or relationship with an individual person or to any specified property within or without the boundaries of the City. The City expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the City, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created.

13.19.040 – Powers and duties of the stormwater utility.

The stormwater utility shall explicitly have the following powers, duties, and responsibilities:

- (a) Administer the design, construction, maintenance, and operation of the utility system.

- (b) Administer and enforce this chapter and all ordinances, regulations, and procedures relating to the design, construction, maintenance, operation, and alteration of the utility system, including but not limited to the quantity, quality and/or velocity or stormwater conveyed thereby.
- (c) Acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage, and finance such facilities, operations, and activities, as are deemed by the City to be proper and reasonably necessary for a system of storm and surface water management. These facilities may include, but are not limited to, surface and underground drainage facilities, storm sewers, watercourses, ponds, ditches, and such other facilities relating to collection, runoff, treatment and retention as will support a stormwater management system.
- (d) Inspect new and private systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted pursuant to this chapter.
- (e) Consider establishing a Stormwater Management Plan to guide the sewer separation project.
- (f) Establish and enforce regulations to protect and maintain water quality within the system in compliance with water quality standards established by State and/or Federal agencies as adopted or amended.
- (g) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility, and make recommendations regarding adjustment to such fees, charges, fines and other revenues.
- (h) Prepare an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing the system.
- (i) Under this chapter, the Director, or designated representative will review the rate annually and revise the rate as necessary to ensure that the system generates adequate revenues to meet the costs and expenses for which the rates are collected. The Director shall make recommendations to the City Council as necessary.
- (j) The City Administrator and the Director are hereby authorized to take any and all necessary steps to promulgate such rules as are necessary to implement this chapter.

13.19.050 - Stormwater utility user charge.

The Council may adopt by resolution such charges, rates, and fees for use of the City's stormwater system, and for services provided by the City relating to that system and utility. Such resolution may include delinquency and interest charges and penalties. There is an established a stormwater utility system user charge. Such charges and fees shall be based upon the costs of operation, maintenance, acquisition, extension, and replacement of the City's system, the costs of bond repayment, regulation, administration, stormwater best management cost-share program, and

services of the City. The stormwater utility user charge shall be imposed upon any person who uses or discharges to the public stormwater and sewer drainage system by:

- (a) Maintaining impervious surface connected to (directly or indirectly) and capable of discharge to the public surface water management systems; or
- (b) Actually, discharging storm or surface water into the system.

13.19.060 - Calculation of Equivalent Residential Units (ERU).

This subsection shall be used to determine the number of equivalent residential units (ERUs) for a property. The average impervious surface area was calculated from the most recent aerial photographs available to the city and/or from impervious surface data from approved site plans for specific properties.

- (a) The following shall be determined as impervious surfaces:
 - (1) Pavement, buildings, decks, parking areas, compacted gravel areas, and other surfaces on a parcel which prevent or impede the natural infiltration of stormwater runoff were considered impervious surfaces.
 - (2) Roads. Public roads in residentially zoned areas of the city shall not be included in the measurement of impervious surface areas.
 - (3) Parking and Storage Areas.
 - i. All parking and vehicle storage areas such as parking lots on a measured use parcel shall be considered impervious and subject to the SWU fee.
 - ii. All parking and vehicle storage areas part of a residential use parcel such as garages and driveways shall be considered impervious and subject to the ERU fee.
 - (4) Railroad Facilities. Railroad facilities shall be included in the measurement of impervious area.
 - (5) Landscaping Exempted. Gravel areas that are used for landscaping or foot traffic and are not considered highly compacted shall not be considered impervious for purposes of determining the SWU fee.
- (b) One ERU for the City of Keokuk is equal to 3,080 square feet.
- (c) The ERU will be periodically evaluated and updated as the average amount of impervious surface area on all residential lots within the City.

13.19.070 - Determination of stormwater utility fee.

This subsection shall be used to determine the amount of stormwater utility fee. Fee shall be applicable to all uses following the adoption of stormwater utility ordinance.

The monthly stormwater management service fee is based on the number of equivalent residential units (ERU) which has been calculated for each individual parcel. Based on the ERU calculations, there are three types of uses: undeveloped uses, flat rate uses and measured uses. These are defined as follows:

- (a) "Undeveloped" Uses. A flat stormwater sewer availability charge at the rate of \$0.00 per month.
- (b) "Flat Rate" Uses. Improved properties that qualify under this section as flat rate uses shall be charged at the rate of one ERU per dwelling unit. The following uses shall be defined as "flat rate" uses:
 - (1) Single-Family Residence. A residential structure not attached to another residential structure on one or more parcels of land, providing there are not more than two residential structures on one parcel. This definition also includes trailers, mobile homes, and manufactured homes, if on separate parcels. Two separate dwelling units on a single parcel shall be charged one ERU per dwelling unit.

Three or more residential dwelling units on one parcel, whether attached or unattached, shall be considered a multiple-family residential use.
 - (2) Duplex. Two dwelling units joined to each other with a common wall, or one above the other, on one or two parcels. The units may be under one ownership, or owned separately. Each dwelling unit of the duplex shall be charged one ERU.
 - (3) Multi-Family Residential Use. Three or more dwelling units joined to each other horizontally or vertically, on one or more parcels. The units may be under one ownership or more. Each dwelling unit shall be charged 50% of the ERU rate multiplied by the number of individual dwelling units existing on the property. The owner of the taxed land parcel shall be deemed the user; except where multi-family dwelling units are individually metered.
 - (4) Condominiums. Each living unit of a condominium shall be charged one ERU. Unit is defined as living units and do not include supporting uses, such as garages, even though they may be on separate parcels.
 - (5) Mobile Home Parks. Includes mobile homes on a single tax lot (even if there are more than two per tax lot) under one ownership, where spaces are leased or rented for a mobile home or trailer to be placed. Each space in a mobile home park shall be charged one ERU whether or not there is a mobile home on the space. Other impervious areas contained within the boundaries of the mobile home park shall not be measured. The owner of a taxed lot shall be deemed the user.

(c) “Measured” Uses. Properties that are not flat rate uses shall be measured uses such as commercial retail and office, industrial and manufacturing buildings, storage buildings and storage areas, public and private school buildings, churches, hospitals, parking lots covered with impervious surfaces. For such uses, the impervious surfaces of the property, as defined by rule, shall be measured. The area shall be estimated using one or more of the following: aerial photographs, assessment records, building permits, construction plans, site visits, property tax records, storm and surface water system connection permits, field surveys or other sources deemed reliable by the city connection permits, field surveys or other sources deemed reliable by the city.

This area shall then be divided by three thousand eighty square feet, defined as one equivalent residential unit within the city. All values shall be rounded to the next lowest whole number, but not less than one ERU.

(d) General Policies.

- (1) As to new construction of flat rate and measured use properties, the stormwater utility charge shall commence upon the earlier of the following:
 - i. The issuance of a certificate of occupancy;
 - ii. Ninety (90) days after construction is halted, provided construction is at least fifty percent (50%) complete; or
 - iii. Ninety (90) days after construction is completed, even if a certificate of occupancy has not been issued for the residence.
- (2) No Limit on Charge for a Measured Use. If a use is a measured use, its charge shall not be limited.
- (3) Minimum Charge. The minimum charge for any parcel with impervious areas subject to the SWU charge shall be one ERU.
- (4) Limited Charge. Notwithstanding subsection 13.19.070(d)(2) of this section, cemeteries shall be charged a maximum of fifty dollars per location per month.
- (5) Seasonal Impervious Area. Properties which have areas that are impervious for only a portion of the year shall constitute seasonal impervious area. If an impervious area is in place for more than three months per year, it shall be subject to the SWU charge.
- (6) Miscellaneous.
 - i. No credits, exemptions, or reductions shall be given for impervious surfaces that are submerged for a portion of the year.

- ii. A residence of any kind and a garage for that residence shall be charged one ERU, even if on two adjacent parcels.
- iii. In-ground and above-ground swimming pools are exempted from SWU fees.
- iv. Impervious areas are subject to the SWU fee regardless of the percentage of the entire property occupied by the impervious area.
- v. The city may elect not to bill small measured use properties when the administrative cost of the billing exceeds the revenue generated.

(7) Rates. The ERU rate to be applied to residential, commercial, industrial, institutional, and governmental properties shall be \$3.50. Said rates shall be periodically reviewed by the city council.

13.19.80 – Billing, Payment, Collection

- (a) Collection of Charges. The City, or its designated agent, shall bill and collect stormwater charges in conjunction with billings for other municipal utility services. An accurate and complete record of such billings and collections shall be maintained, and all such funds collected shall be turned over to the City Clerk. The charge due for the billing period shall be the obligation of the user of the public storm system on the imposition date, notwithstanding whether the user is the addressee of the bill.
- (b) Delinquent Date and Penalties. All stormwater service charges billed and collected by the City or its agent shall be subject to the same penalties and rules of delinquency and suspension of service as set out for water service in Chapter 5.20.
- (c) Failure to Pay Stormwater Service Charges. In addition to other penalties for delinquencies, the city may initiate a lien upon the property served by such stormwater services for any and all delinquent service charges in accordance with Section 384.84 of the Code of Iowa.

13.19.90 – Appeals or adjustment of stormwater utility fee.

- (a) Any user who considers its stormwater management fees or stormwater utility charge to be inaccurate, excessive or erroneous may request review thereof by the Stormwater Utility.
- (b) The appeal shall be made by written notice delivered to the city clerk within thirty days from the date of the Director’s denial. The council shall schedule a public hearing on the appeal within thirty days from the date of the appeal and upon failure to do so, the denial shall be deemed affirmed by the council.

If there is no appeal, the decision of the Director is final. Where appeal is taken, the decision of the city council is final.

13.19.100 – Credits.

(a) Conservation design credit.

The City Council, by resolution, shall establish the Conservation design credit, to recognize the reduction in stormwater runoff related to certain conservation design practices. Any reduction in a lot's Total ERU Count must be presented by the property owner to the City for approval using the appropriate forms and providing all required documentation.

13.19.110 – Incentives.

Stormwater Best Management Practices (BMP) cost-share program:

- (1) The City Council, by resolution, may establish a cost-share program to incentivize BMPs to reduce stormwater runoff volume for those properties subject to the stormwater utility fee.

RESOLUTION NO. 80-18

INITIAL PASSAGE this 17th day of May, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

BY: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

ROLL CALL: O’CONNOR – AYE MOORE – ABSENT PAYNE – ABSENT DADE – AYE
HELENTAL – AYE MORTIMER – AYE GREENWALD – AYE BRYANT – AYE
DUNEK – AYE

AYES – 7

NAYS – 0

ABSENT – 2

RESOLUTION NO.

SECOND PASSAGE this 7th day of June, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

BY: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

ROLL CALL: O’CONNOR – MOORE – PAYNE – DADE –
HELENTHAL – MORTIMER – GREENWALD – BRYANT – DUNEK –

AYES – NAYS – ABSENT –

RESOLUTION NO.

FINAL PASSAGE this ____ day of _____, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

BY: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

ROLL CALL: O’CONNOR – MOORE – PAYNE – DADE –
HELENTHAL – MORTIMER – GREENWALD – BRYANT – DUNEK –

AYES – NAYS – ABSENT –

Passed this 7th day of June, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST:

I, Jean Ludwig, City Clerk of the City of Keokuk, hereby certify that that the above and foregoing is a true copy of an ordinance, passed by the City Council of said City at a meeting held on June 7, 2018.

JEAN LUDWIG, CITY CLERK



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 6/5/18 Meeting Date: 6/7/18

SUBJECT: Rock Boring – Rand Park Tunnel	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File
--	---

SYNOPSIS	Veenstra & Kimm requested three quotes on the behalf of the City of Keokuk for the rock boring to provide more information on the design of the Rand Park Rock Tunnel. The three quotes were requested from Geotechnics, Terracon, and Braun Intertec. Two quotes were received on Tuesday June 5 th , Geotechnics did not respond with a quote. Terracon submitted the low quote of \$281,103.80, and Braun Intertec also provided a quote of \$395,700.
FISCAL IMPACT	Original quote is estimated at \$281,103.80, this price could increase based on soil and rock encountered while boring.
RECOMMENDATION	Approve resolution allowing the Mayor to execute a quote with Terracon of Bettendorf, Iowa for the rock boring for the Rand Park Tunnel Project.

Mandatory Attorney Review Completed: Yes
 Responsible City Staff Member(s): Mark Bousselet *MB*

RESOLUTION NO.

A Resolution to Award a Contract for Rock Boring

WHEREAS, Veenstra & Kimm requested three quotes on the behalf of the City of Keokuk for rock boring to provide design information for the Rand Park Rock Tunnel and

WHEREAS, Only two of the three companies responded with quotes, of the two quotes received Terracon of Bettendorf, Iowa provided the low quote of \$281,103.80

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

That the quote for rock boring to provide design information for the Rand Park Tunnel Project be awarded to Terracon of Bettendorf, Iowa, for an amount of \$281,103.80, and that the Mayor is hereby authorized to execute an agreement with Terracon.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig



June 5, 2018

Mark Boussetot
City of Keokuk
415 Blondeau Street
Keokuk, IA 52632

KEOKUK, IOWA
RAND PARK STORMWATER SEPARATION TUNNEL
GEOTECHNICAL INVESTIGATION

Mr. Boussetot;

Two alignment alternatives and preliminary profiles have been established for the above referenced storm water separation project. The selected alignment and construction cost for deep tunnel construction work is heavily dependent on the geological material which needs to be tunneled through. The final tunnel design and construction method used by the Contractor will depend heavily on the existing geology found and reported in the Geotechnical Data Report (GDR).

A Request for Quotations (RFQ) was extended to 3 geotechnical firms to perform geotechnical investigative work and gather geotechnical data which will be used to compose the Geotechnical Data Report. Quotations have been received from two of the firms, the results are as follows:

Terracon Consultants	\$281,103.80
Braun Intertec	\$395,700.00

The final cost of this geological investigative work will depend on the nature of the geology encountered in the field and final quantities as measured and agreed upon between the geotechnical firm and the Engineer.

Additional costs will be incurred for geotechnical laboratory analysis. This work will be accomplished under a separate contract with an acceptable geological laboratory.

It is recommended that the City of Keokuk use the services of Terracon Consultants to complete the geotechnical investigative work.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink that reads "Dave Schechinger". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

Dave Schechinger

DRS:mmc

23723

Enclosures



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 6/5/18 Meeting Date: 6/7/18

SUBJECT: Engineering Services – Asphalt Mill & Fill – 21st Street from Timea Street to Exchange Street including a half block and Bank Street from 22nd Street to 18th Street including ADA Sidewalk Ramps.

ACTION REQUIRED:
 Ordinance
 Resolution
 Approval
 Receive/File

<p>SYNOPSIS</p>	<p>Poepping Stone Bach & Associates, Inc. has provided the City of Keokuk with an agreement to provide professional services for the above referenced project. The agreement is broken down into two parts for both design services and construction services. These services are based on an hourly rate with a cap not to exceed \$26,400 for engineering and \$22,600 for construction. City personnel will be performing inspections on this project, so I expect to see considerable savings on the construction service quotes as we will not use many hours of that portion of the agreement.</p>
<p>FISCAL IMPACT</p>	<p>Not to exceed \$49,000</p>
<p>RECOMMENDATION</p>	<p>Review and approve the contract with Poepping Stone Bach & Associates, Inc. for the design of the Asphalt Mill and Fill Project on 21st Street and Bank Street.</p>

Mandatory Attorney Review Completed: Yes
 Responsible City Staff Member(s): Mark Bousselot *MB*

RESOLUTION NO.

WHEREAS Poepping Stone & Bach & Associates has provided the City of Keokuk with an agreement to provide professional services for the Asphalt Mill and Fill Project – 21st Street from Timea Street to Exchange Street including a half block and Bank Street from 22nd Street to 18th Street

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Mayor be authorized to enter into an agreement for the Engineering Services with Poepping Stone Bach & Associates, Inc. not to exceed \$49,000 for the engineering and construction services.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 6/5/18 Meeting Date: 6/7/18

SUBJECT: Engineering Services – Asphalt Mill & Fill – South 16th and 17th Streets from Main Street to Johnson Street and South 13th Street from Palean Street to Johnson Street including ADA Sidewalk Ramps.

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval
- Receive/File

SYNOPSIS	Poepping Stone Bach & Associates, Inc. has provided the City of Keokuk with an agreement to provide professional services for the above referenced project. The agreement is broken down into two parts for both design services and construction services. These services are based on an hourly rate with a cap not to exceed \$27,200 for engineering and \$23,400 for construction. City personnel will be performing inspections on this project, so I expect to see considerable savings on the construction service quotes as we will not use many hours of that portion of the agreement.
FISCAL IMPACT	Not to exceed \$50,600
RECOMMENDATION	Review and approve the contract with Poepping Stone Bach & Associates, Inc. for the design of the Asphalt Mill and Fill Project on South 16 th , South 17 th Streets from Main Street to Johnson Street and South 13 th Street from Palean Street to Johnson Street, including ADA sidewalk ramps.

Mandatory Attorney Review Completed: Yes

Responsible City Staff Member(s): Mark Boussetot MB

RESOLUTION NO.

WHEREAS Poepping Stone & Bach & Associates has provided the City of Keokuk with an agreement to provide professional services for the Asphalt Mill and Fill Project – South 16th Street and South 17th Street from Main Street to Johnson Street and South 13th Street from Palean Street to Johnson Street

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Mayor be authorized to enter into an agreement for engineering services with Poepping Stone Bach & Associates, Inc. not to exceed \$50,600 for the engineering and construction services.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig

POEPPING, STONE, BACH & ASSOCIATES, INC.
Architects, Engineers and Surveyors

ESTIMATE OF COST

PO Box 817 : 3523 Main Street : Keokuk, Iowa 52632
 Phone 319/524-8730 : FAX 217/223-1546 : e-mail tknoke@psba.com

PROJ: 16th & 17th from Johnson to Main & 13th Palean to Johnson
Keokuk, Iowa
 BY/CK: Terry Knoke, P.E.

PAGE: 1 OF 1
 DATE: 6/4/2018
 PROJ.NO.: RK-17-507B

ITEM NO	DESCRIPTION	EST'D	QUANTITY	UNIT PRICE	TOTAL	
1	Mobilization	1.0	L.S.	\$10,000.00	\$10,000	
2	Mill and Shape Surface	9,300.0	Sq Yd	\$1.80	\$16,740	
3	Excavation	190.0	Cu Yd	\$30.00	\$5,700	
4	Subbase Repairs	930.0	Sq Yd	\$23.50	\$21,855	
5	Remove Sidewalk	300.0	Sq Yd	\$8.15	\$2,445	
6	Remove & Replace Curb & Gutter	680.0	Foot	\$91.00	\$61,880	
7	HMA Base Course, 2"	1,070.0	Ton	\$104.00	\$111,280	
8	HMA Surface Course, 2"	1,070.0	Ton	\$106.00	\$113,420	
9	Portland Cement Concrete Sidewalk, 5"	230.0	Sq Yd	\$52.50	\$12,075	
10	Portland Cement Concrete Sidewalk, 6"	120.0	Sq Yd	\$54.50	\$6,540	
11	Detectable Warning	366.0	Sq Ft	\$29.00	\$10,614	
12	Combined Conc. Sidewalk & Retaining Wall	4.0	Cu Yd	\$815.00	\$3,260	
13	Adjust Structures	4.0	Each	\$1,200.00	\$4,800	
14	Per. & Slope Sed. Control Dev., 6" Dia.	680.0	Foot	\$3.75	\$2,550	
15	Seeding & Fertilizing - Urban	0.1	Acre	\$6,000.00	\$600	
16	Traffic Control	1.0	L.S.	\$5,000.00	\$5,000	
17	Mulching	0.1	Acre	\$5,000.00	\$500	
			Construction Only Subtotal		\$389,259	
				Design Engineering (7.0% of Const Subtotal)		\$27,200
				Construction Observation (6.0% of Const Subtotal)		\$23,400
	Total Estimate				\$439,859	
	Recommended Project Budget				\$440,000	

PRELIMINARY

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Keokuk, Iowa.
Date of Meeting: June 22, 2018.
Time of Meeting: 6:30 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 415 Blondeau Street,
Keokuk, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR
AN URBAN RENEWAL PROJECT AND CERTIFICATION OF
EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER
IOWA CODE SECTION 403.19

Such additional matters as are set forth on the additional 4 page(s) attached hereto.

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governing body.

City Clerk, City of Keokuk, Iowa

June 7, 2018

The City Council of the City of Keokuk, Iowa, met in regular session, in the Council Chambers, City Hall at 6:30 o'clock P.M., on the above date. There were present Mayor, Richardson in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Keokuk, Iowa has adopted the Amended and Restated Twin Rivers Urban Renewal Plan, as amended (the "Plan") for the Twin Rivers Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as providing financial support to Keokuk Economic Development Corporation, (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on page ____ of the Plan; does not exceed the projected Project cost estimate on page ____ of the Plan; and, in the judgment of the City Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance costs from the General Fund to pay costs associated with the Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2018; and

WHEREAS, the amount of funds to be advanced for the Project is currently estimated at \$60,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Keokuk, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 1852, there has been established the Amended and Restated Twin Rivers Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project be advanced from time to time from the General Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan (the "Loan") from the General Fund and the General Fund shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$60,000.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2018.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA, this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Water Resource Recovery Facility Screening Improvements Project, and the taking of bids therefor

WHEREAS, the City Council of the City of Keokuk, Iowa (the “City”), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Veenstra & Kimm, Inc. (the “Project Engineers”), which may be hereafter referred to as the “Water Resource Recovery Facility Screening Improvements Project” (and is sometimes hereinafter referred to as the “Project”), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the “Contract Documents”) are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. July 5, 2018, at 6:30 p.m., in the Council Chambers at City Hall, Keokuk, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the “Notice of Hearing”) of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The said Notice of Hearing shall be in the form substantially as attached to this resolution.

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m. on June 28, 2018, at the City Hall, Keokuk, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. July 5, 2018, at 6:30 p.m., in the Council Chambers at City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

Section 7. The City Clerk is hereby directed to give notice (the “Notice to Bidders”) of the bid letting for the Project by posting at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The said Notice to Bidders shall be in the form substantially as attached to this resolution.

Section 8. All provisions set out in the following form of notice are hereby recognized and prescribed by this City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved June 7, 2018.

Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE WATER RESOURCE RECOVERY FACILITY SCREENING IMPROVEMENTS FOR THE CITY OF KEOKUK, IOWA.

At 6:30 P.M. on the 5th day of July, 2018, the City Council of said City will, in said Council Chambers, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of the following improvements:

WATER RESOURCE RECOVERY FACILITY SCREENING IMPROVEMENTS

Construct improvements including all labor, materials and equipment necessary for screening channel modifications, screening equipment, electrical work including conduit, wiring and controls, and miscellaneous associated work, including cleanup.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

This notice is given by order of the Council of the City of Keokuk, Iowa.

CITY OF KEOKUK, IOWA

Tom Richardson, Mayor

ATTEST: _____
Jean Ludwig, City Clerk

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF WATER RESOURCE RECOVERY FACILITY SCREENING IMPROVEMENTS FOR THE CITY OF KEOKUK, IOWA

Sealed proposals will be received by the City Clerk of the City of Keokuk, Iowa, at City Hall, 415 Blondeau Street, Keokuk, Iowa 52632, before 2:00 P.M. on the 28th day of June, 2018, for the construction of the Water Resource Recovery Facility Screening Improvements as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above.

Also, at 6:30 P.M. on the 5th day of July, 2018, the City Council of said City will, in said Council Chambers, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

WATER RESOURCE RECOVERY FACILITY SCREENING IMPROVEMENTS

Construct improvements including all labor, materials and equipment necessary for screening channel modifications, screening equipment, electrical work including conduit, wiring and controls, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Keokuk, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa chartered bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 10% of the bid, or (2) a bid bond executed by a

corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 10% of the bid.

The bid security should be made payable to THE CITY OF KEOKUK, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form included in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem for the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

On the basis of the bids received, the City Council may propose award for the contract.

The successful bidder will be required to furnish bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and (3) the maintenance of improvements in good repair for not less than two (2) years from the time of acceptance of the improvements by the City.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed by October 19, 2018.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each calendar day that work on the total project shall remain uncompleted

after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash to be derived from the proceeds of the issuance and sale of Sewer Revenue Bonds or, which will be payable solely and only out of the future net revenues of the Municipal Sewage Utility, and/or from such other cash funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (3) cash from such general funds of said City as may be legally used for such purpose; and (4) cash proceeds of a State Revolving Loan Fund.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner shall retain five (5) percent of the amount of each payment as provided in the Code of Iowa.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made in accordance with the provisions of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of West Des Moines, Iowa, which plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266 at no charge.

Published upon order of the Council of the City of Keokuk, Iowa.

CITY OF KEOKUK, IOWA

Tom Richardson, Mayor

ATTEST: _____
Jean Ludwig, City Clerk



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 6/5/18 Meeting Date: 6/7/18

SUBJECT: Jones & Company Carnival – 3 Year Contract Renewal 4th of July.

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval
- Receive/File

SYNOPSIS	The City of Keokuk and the Keokuk Park and Recreation Advisory Board have received a 3 year contract renewal with Jones and Company for the July 4 th celebration at Rand Park. This contract has increased to 20% of the gross receipts of all the rides and concessions being returned to the City of Keokuk/Park Recreation Board. The City of Keokuk will be responsible for providing electric services, water, restrooms and trash services.
FISCAL IMPACT	N/A
RECOMMENDATION	Review and approve the contract with Jones & Company Carnival for the 4 th of July at Rand Park.

Mandatory Attorney Review Completed: Yes
Responsible City Staff Member(s): Mark Bousselot MB

RESOLUTION NO.

WHEREAS the Jones & Company Carnival of Richmond, MO has requested to provide amusements for the July 4th celebration at Rand Park

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Mayor be authorized to sign a contract for the 4th of July celebration with Jones & Company Carnival as recommended by the City of Keokuk Park and Recreation Advisory Board.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig

AGREEMENT

This agreement ("Agreement") made and entered into this 7th day of June 2018 by and between Jones & Company Carnival, (hereinafter "CONTRACTOR") a company or corporation organized and existing under the laws of the State of Missouri, and authorized to do business in the State of Iowa, and the City of Keokuk (hereinafter "City") a municipal corporation and political subdivision of the State of Iowa located in Lee County Iowa.

WITNESSETH:

That for consideration and the mutual promises as set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

1. **Purpose.** The purpose of this Agreement is that the CONTRACTOR agrees to present its company, or companies, consisting of amusement ride devices, amusement attractions, concessions, "fun booths," etc., at a location, provided by the City, within the corporate limits of the City of Keokuk, Iowa, for a period of 4 days and 4 nights, commencing July 1st and ending July 4th, both dates inclusive. City will sponsor subsequent events annually, on substantially similar dates, in each subsequent year, expiring August 1, 2020, unless renewed in writing prior to that date and time.

2. **CONTRACTOR to Furnish.** The CONTRACTOR shall furnish, in its sole discretion, all necessary tickets, ticket booths, apply for all necessary licenses, permits, taxes, etc. The CONTRACTOR shall have the exclusive right of providing all amusement rides and devices, amusement attractions, and concession stands for the event.

3. **City to Furnish.** The City shall not withhold any necessary licenses or permits, and agrees to waive any City fees there for. The City shall furnish and pay for all necessary police protection, newspaper and advertising, dumpsters, portable toilets, water connections, and electrical connections for the CONTRACTOR.

4. **Payment for Furnishing.** The CONTRACTOR agrees to pay the City the sum of twenty percent (20%) of the gross receipts from monies derived from the sale of all admission tickets, rides, and concessions. The settlement for the percentages shall be made on the closing day or night ending this contract arrangement, and should be provided prior to the close of the event.

5. **Good Faith Negotiations.** In the event discrepancies arise between the City and CONTRACTOR, the parties shall immediately attempt to resolve said discrepancies via good faith negotiations, and if unable to do so within a reasonable time, shall not waive their right to an action in the venue of the Iowa District Court at South Lee County.

6. **Sole Agreement.** This Agreement, combined any attached Bid documents, the SUDAS Specifications 2016 Edition, and current MUTCD standards for Traffic Control set forth the complete and sole agreement between the parties, regarding the subject matter addressed in this document and supersedes any and all other agreements or understandings, whether oral or written, regarding the subject matter addressed in this document. The parties agree that there is no other promise, provision, representation or warranty, express or implied not set forth in this Agreement, which shall bind any party hereto or be deemed to be a part of this Agreement.

7. **Amendments.** This Agreement may not be changed, amended, modified, altered or rescinded except upon the express written consent of both CITY and CONTRACTOR.

B. OTHER PROVISIONS

1. **Insurance.** CONTRACTOR shall obtain and carry throughout the term of this agreement insurance with a reputable company, acceptable to the CITY and admitted to do business with the State of Iowa with the following minimum limits, unless otherwise required in a higher amount by law:

- a) General liability insurance and property damage insurance of not less than \$1,000,000 for each occurrence with a \$10,000,000 aggregate.
- b) Workers Compensation of not less than \$1,000,000.
- c) Commercial Automobile Liability of not less than \$1,000,000 for each accident.

All such certificates of said insurance on file with the office of the City Clerk of the City of Keokuk, 415 Blondeau Street, Keokuk, Iowa, prior to the event. The City will be named as an insured party. The City shall be notified by the insurance carrier of any alterations, cancellation or revocation of insurance. If said insurance is cancelled or revoked, CONTRACTOR shall cease its operation until substitute policy is obtained.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, City's design professional and other consultants, and City's officers, employees, agents, and representatives ("Indemnified Parties"), from and against any claims, allegations, damages, awards, judgments, and expenses of every kind or character, including, but not limited to, attorney's fees and expert costs, which may arise out of or result from in whole or in part CONTRACTOR, Contractor's subcontractors and material suppliers, or their employees, agents, or representative's performance of the Work, except to extent caused by the sole negligence or willful misconduct of Indemnified Parties. CONTRACTOR's obligation to defend Indemnified Parties shall be immediate upon written notice by City to CONTRACTOR and CONTRACTOR shall, if requested by City, defend Indemnified Parties using counsel approved by City in its sole discretion.

3. **CONTRACTOR is not an employee.** It is understood and agreed the CONTRACTOR is performing under this agreement as an independent contractor and is not an employee of the CITY, nor are its employees, officers and agents. CONTRACTOR shall timely pay all Federal and State employment taxes and insurance on its own employees and officers.

4. **Timely Payments.** CONTRACTOR shall timely pay all obligations it incurs in the performance of this agreement, including those of any subcontractors, and shall not allow any

liens to be placed against CITY or its property, against CONTRACTOR or its property.

5. **Patents.** CONTRACTOR shall pay all royalties and license fees and shall hold and same the CITY, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the CITY in its respect. The CONTRACTOR shall defend all suits and claims for infringement of any patent or license rights.

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

7. **Assignment.** This agreement is solely with CONTRACTOR based on its reputation and past performance and as such no sale, assign, transfer of conveyance of same, in whole or in part, shall be permitted without written consent to same by CITY. Any attempt to sell, assign, transfer, or convey the agreement without consent of CITY shall be a material breach of this agreement by CONTRACTOR.

8. **Breach of contract and remedies.** The essence of this agreement is the timely provisions for a yearly festival in the City of Keokuk. Any failure of CONTRACTOR to perform his/her duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and CITY may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by CITY to proceed with action following a breach shall not be deemed to be a waiver of same. In addition to the foregoing remedies, CITY may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by CONTRACTOR unless the defect or non-performance is remedied by CONTRACTOR.

9. **Destruction of premises.** In the event of total or partial destruction of CITY'S storage site by fire, windstorm, or other casualty, making it impossible for CITY to perform here under, the provisions of this Agreement shall terminate until such time as CITY restores said premises. In the event that CONTRACTOR's equipment is destroyed or otherwise rendered unusable for the purposes of this Agreement through force majeure, and indicates that they are unable or unwilling to perform hereunder, the CITY shall be released to book a substitute event until such time as CONTRACTOR may perform. The failure of either party hereto to comply with the terms of this Agreement through force majeure, or beyond the control of any party, shall not be deemed to be a breach of this Agreement.

10. **Nondiscrimination.** CONTRACTOR as a party to a public contract shall refrain from any and all unlawful discrimination in employment or execution of this contract, and shall undertake any and all necessary action to ensure equality of employment opportunity. It is

unlawful to discriminate or favor any person on the basis of race, national origin, ancestry, religion, creed, age, sex, gender identity (defined as gender related identity, regardless of the person's assigned sex at birth), sexual orientation (defined as both actual and perceived heterosexuality, homosexuality and bisexuality), physical or mental disability, genetic information or veteran status, except where a bona-fide occupational qualification exists.

11. **Drug Free Work Place.** CONTRACTOR, as a party to a public contract certifies and agrees to provide a drug free workplace pursuant to state and federal law.

12. **Termination.** In the event the City Council determines that there will not be a festival as described herein, this contract shall be null and void, upon written notice from the City to the CONTRACTOR. Such termination shall only occur with one hundred and eighty days prior to the event. If such termination occurs, the City, its Council members, officers, agents or employees shall be held harmless and not be liable for any damages, any breach of contract, any losses, liabilities, or expenses, including attorney's fees, to CONTRACTOR.

13. **Notice.** Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure, or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

City of Keokuk
Attn: Public Works Director
415 Blondeau Street
Keokuk, Iowa 52632

14. **Severability.** If any provision of this Agreement is held invalid, void or voidable as against public policy or otherwise, the invalidity will not affect other provisions which may be given effect without the invalid provision. To this extent, the provisions of this Agreement are declared to be severable. The language of all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against either of the parties.

15. **Governing Law.** This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of laws of Iowa. Any claims or legal actions by one party against the other will be commenced and maintained in Lee County District Court, or the U.S. District Court for the Southern District of Iowa, and you submit to the jurisdiction and venue of any such court.

16. **Local Ordinances.** CONTRACTOR acknowledges that they are subject to all laws and ordinances of the City of Keokuk, and such State and Federal laws and regulations as apply, and agrees to comport with such laws and ordinances.

IN WITNESS WHEREOF, the City of Keokuk and CONTRACTOR have executed this Memorandum of Agreement on this _____ day of _____, 2018.

(SEAL)

CITY OF KEOKUK, IOWA

**By: _____
Thomas L. Richardson, Mayor**

ATTEST:

**By: _____
Jean Ludwig, City Clerk**

**STATE OF IOWA)
) SS
COUNTY OF LEE)**

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Tom Richardson and Jean Ludwig, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

**_____
Notary Public in and for the State of Iowa**

FOR CONTRACTOR

By _____
(Name & Title)

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they represent _____, and that said instrument was signed on behalf of said corporation; and that the said representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

