

**AGENDA
CITY COUNCIL MEETING
JULY 19, 2018
5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Civil Service meeting of June 18, 2018;
 - Minutes of the regular City Council meeting of July 5, 2018;
 - Receive Council Reports;
 - Resolution approving a Liquor License for Arrowhead Bowl, 3535 Main Street, effective August 1, 2018 – Class C Liquor License with Sunday Sales;
 - Resignation of Pat Kemp from the Grand Theatre Commission, effective immediately;
 - Motion to pay the bills and transfers listed within Register No.'s 5009-5011;
7. (a) Public hearing adopting Amendment No. 3 to the amended and restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa. A public hearing notice was published in the Daily Gate City on July 6, 2018.

(b) Consider resolution adopting Amendment No. 3 to the amended and restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa.
8. Consider resolution setting a public hearing for August 16, 2018 for disposal of City owned property located at 722 N. 9th Street.
9. Consider resolution disposing of municipally owned real property located within Kindustry Park by the City of Keokuk, Iowa.
10. Consider resolution approving a change order on the Sanitary Sewer Rehabilitation Phase 1 Project.
11. Consider resolution awarding a contract to Veenstra and Kimm for the engineering services of the Sanitary Sewer Rehabilitation – CIPP Lining Project.
12. Committee Reports (Reports from council representatives).
13. Staff Reports:
14. New Business:
15. Adjourn meeting.

MINUTES
CIVIL SERVICE MEETING
JUNE 18, 2018

The Keokuk Civil Service Commission met on Monday, June 18, 2018 at 8:00a.m. in the Mayor's office with the following present: Lee Ann Shaffer-Smith and Lisa Jeffers. Also present were Chief of Police Dave Hinton and Jean Ludwig, City Clerk/Secretary for the meeting.

Ludwig called the meeting to order at 8:05a.m. Chief Hinton presented a list of individuals that passed the regional civil service testing in Burlington on May 26. Chief Hinton said due to the low number of persons taking the test and passing, only six are available for interviews.

A motion was made by Shaffer-Smith to certify the list of applicants as presented and attached. Second by Jeffers. Motion approved.

Chief Hinton said he currently has one position open and two are leaving his department to take jobs with the Iowa State Patrol. He discussed ways to retain officers in the current environment.

A motion was made by Shaffer-Smith to adjourn the meeting. Second by Jeffers. Motion approved. Meeting adjourned at 8:35a.m.

Respectfully submitted,

Jean Ludwig
City Clerk
Civil Service Commission

MINUTES
CITY COUNCIL MEETING
JULY 5, 2018
5:30 P.M.

The City Council of the City of Keokuk met in regular session on July 5, 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 Clerk Jean Ludwig, Public Works Director Mark Boussetot, Community Development Director Pam Broomhall, and Water Pollution Control Superintendent Chuck Pietscher.

MAYOR'S CORRESPONDENCE: The Mayor gave thanks to the Park & Rec Board for the great 4th of July festivities in Rand Park.

CITIZEN'S REQUEST: Doug Matlick of 718 Grand gave an update to the Council on the Big Dam Street Festival activities scheduled for August 23-26. He also asked the Council to provide a truck to haul trash, picnic tables and \$5,000 to help with fair expenses.

Dan Winn of 529 Fulton spoke to the Council asking them to take the fireworks ordinance back to the Code Revision Committee to add more restrictions. He also read a letter from another citizen on the same subject.

Motion made by Greenwald, Second by Bryant approve the agenda, including the consent agenda. (7) AYES, (0) NAYS. Motion carried.

- Minutes of the Safety Committee meeting of June 19, 2018;
- Minutes of the regular City Council meeting of June 22, 2018;
- Receive Council Reports;
- **RESOLUTION NO. 103-18** Approving a Liquor License for Walmart, Inc., 300 North Park Drive, effective July 21, 2018 – Class E Liquor License with Sunday Sales;
- Resignation of Hank Hustus from the City Planning Commission, effective immediately;
- Appointment of John Shields to the Veterans Memorial Commission, effective July 5, 2018, term to expire June 1, 2023;
- Approve buying back three (3) plots in the Oakland Cemetery from Rhonda (Mason) Clark in the amount of \$240 total.
- Motion to pay the bills and transfers listed within Register No.'s 5007-5008;

Mayor Richardson opened the public hearing at 5:56 p.m. awarding a contract with Seither & Cherry Company of Keokuk, Iowa in the amount of \$ 42,891.00 for the Water Resource Recovery Facility Screening Improvement for the City of Keokuk, Iowa. A public hearing notice was published in the Daily Gate City on June 18, 2018.

Mayor Richardson closed the public hearing at 5:58 p.m. and the following proposed resolution was adopted.

Motion made by Dunek, Second by O'Connor to approve the following proposed **RESOLUTION NO. 104-18:** "A RESOLUTION AWARDING A CONTRACT WITH SEITHER & CHERRY COMPANY OF KEOKUK, IOWA IN THE AMOUNT OF \$ 42,891.00 FOR THE WATER RESOURCE RECOVERY FACILITY SCREENING IMPROVEMENT FOR THE CITY OF KEOKUK, IOWA." (7) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by O'Connor to approve the following proposed **RESOLUTION NO. 105-18:** "A RESOLUTION APPROVING THE PURCHASE OF SCREENING EQUIPMENT IN THE AMOUNT OF \$151,000.00 TO BE PURCHASED BY THE CITY OF KEOKUK FOR THE WATER RESOURCE RECOVERY FACILITY SCREENING IMPROVEMENT FOR THE CITY OF KEOKUK, IOWA." (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Mortimer to approve a Special Events Permit for the Keokuk Fine Arts Council for the Keokuk Rocks the Arts to be held September 21-23rd at 6th Street and Blondeau. (7) AYES, (0) NAYS. Motion carried.

COMMITTEE REPORTS: Dunek said the Code Revision Committee met on the subject of keeping reptiles in the City and vicious dogs attacking other animals. They are doing research and will meet again.

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

Meeting adjourned at 6:08 p.m.

BUDGET REPORT
CALENDAR 7/2018, FISCAL 1/2019

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE ADMINISTRATION TOTAL	1,664,723.00	40,991.31	40,991.31	2.46	1,623,731.69
	POLICE UNION TOTAL	1,190,950.00	40,851.71	40,851.71	3.43	1,150,098.29
	POLICE COMMUNICATIONS TOTAL	57,790.00	2,319.72	2,319.72	4.01	55,470.28
	POLICE RECORDS TOTAL	118,819.00	4,178.25	4,178.25	3.52	114,640.75
	LEE CO NAR TASK FORCE TOTAL	92,921.00	.00	.00	.00	92,921.00
	GTSB SAFETY GRANT TOTAL	2,550.00	.00	.00	.00	2,550.00
	COPS IN SCHOOLS TOTAL	.00	.00	.00	.00	.00
	FLOOD CONTROL TOTAL	18,000.00	40.12	40.12	.22	17,959.88
	FIRE ADMINISTRATION TOTAL	613,439.00	16,212.86	16,212.86	2.64	597,226.14
	FIRE PROTECTION TOTAL	1,386,319.00	56,100.68	56,100.68	4.05	1,330,218.32
	EMERGENCY CORP TOTAL	6,600.00	150.00	150.00	2.27	6,450.00
	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	323,317.00	5,157.63	5,157.63	1.60	318,159.37
	ANIMAL CONTROL TOTAL	130,065.00	3,813.24	3,813.24	2.93	126,251.76
	PUBLIC SAFETY TOTAL	5,605,493.00	169,815.52	169,815.52	3.03	5,435,677.48
	STREETS/ROADWAYS TOTAL	.00	1,753.20	1,753.20	.00	1,753.20-
	ROADWAY MAINTENANCE/RUT TOTAL	685,079.00	33,961.09	33,961.09	4.96	651,117.91
	STREET LIGHTING TOTAL	207,000.00	.00	.00	.00	207,000.00
	TRAFFIC LIGHTS TOTAL	50,000.00	.00	.00	.00	50,000.00
	SNOW REMOVAL TOTAL	91,735.00	1,281.00	1,281.00	1.40	90,454.00
	STREET CLEANING TOTAL	39,885.00	861.00	861.00	2.16	39,024.00
	AIRPORT TOTAL	131,200.00	40.15	40.15	.03	131,159.85
	BULK FUEL TOTAL	89,000.00	40.12	40.12	.05	88,959.88
	VEHICLE MAINTENANCE TOTAL	247,087.00	10,298.47	10,298.47	4.17	236,788.53
	GENERAL MAINTENANCE TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS EQUIP RES TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS TOTAL	1,540,986.00	48,235.03	48,235.03	3.13	1,492,750.97
	LIBRARY TOTAL	547,700.00	16,373.64	16,373.64	2.99	531,326.36
	LIBRARY COUNTY TOTAL	10,817.00	.00	.00	.00	10,817.00
	LIBRARY GRANTS TOTAL	.00	.00	.00	.00	.00
	LIBRARY TRUST FUND TOTAL	.00	.00	.00	.00	.00
	RIVER MUSEUM TOTAL	12,935.00	1,200.70	1,200.70	9.28	11,734.30
	GRAND THEATRE TOTAL	84,100.00	326.21	326.21	.39	83,773.79
	GRAND THEATRE RESERVE TOTAL	.00	.00	.00	.00	.00
	UNION DEPOT TOTAL	.00	.00	.00	.00	.00
	HISTORIC PRESERVATION COM TOTA	.00	.00	.00	.00	.00
	PARKS TOTAL	287,937.00	14,741.61	14,741.61	5.12	273,195.39
	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	135,179.00	21,736.41	21,736.41	16.08	113,442.59
	RED CROSS TOTAL	.00	.00	.00	.00	.00
	SWIMMING POOL RESERVE TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 7/2018, FISCAL 1/2019

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CEMETERY TOTAL	254,326.00	11,785.68	11,785.68	4.63	242,540.32
	PERPETUAL CARE TOTAL	.00	.00	.00	.00	.00
	HOTEL/MOTEL TAX TOTAL	210,000.00	10,000.00	10,000.00	4.76	200,000.00
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	CULTURE & RECREATION TOTAL	1,542,994.00	76,164.25	76,164.25	4.94	1,466,829.75
	RBEG GRANT TOTAL	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	.00	6,246.60	6,246.60	.00	6,246.60
	GENERAL ECONOMIC DEVELOP TOTA	.00	.00	.00	.00	.00
	LHAP GRANT TOTAL	.00	.00	.00	.00	.00
	TARGETED JOBS TAX CREDIT TOTA	.00	.00	.00	.00	.00
	IFA PROJECT-BASED HOUSING TOTA	.00	.00	.00	.00	.00
	LOW & MODERATE INCOME TOTAL	.00	.00	.00	.00	.00
	BUILDING/ZONING TOTAL	133,159.00	4,726.78	4,726.78	3.55	128,432.22
	FERRO-SIL BUILDING TOTAL	5,000.00	.00	.00	.00	5,000.00
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	COMMUNITY & ECONOMIC DEV TOTA	138,159.00	10,973.38	10,973.38	7.94	127,185.62
	MAYOR, COUNCIL, CLERK ADM TOTA	552,429.00	19,888.24	19,888.24	3.60	532,540.76
	DATA PROCESSING TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS ADMINISTRA TOTAL	328,620.00	13,798.12	13,798.12	4.20	314,821.88
	CONTINGENCY TOTAL	.00	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00	.00
	CITY ATTORNEY TOTAL	75,000.00	8,350.00	8,350.00	11.13	66,650.00
	MUNICIPAL BUILDING TOTAL	34,700.00	2,941.57	2,941.57	8.48	31,758.43
	GENERAL INSURANCE TOTAL	140,000.00	.00	.00	.00	140,000.00
	10% SALES TAX/HUMAN DEVEL TOTA	.00	.00	.00	.00	.00
	PUBLIC SERVICE TV TOTAL	1,654.00	4.00	4.00	.24	1,650.00
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	GENERAL GOVERNMENT TOTAL	1,132,403.00	44,981.93	44,981.93	3.97	1,087,421.07
	DEBT SERV/2016B TOTAL	407,440.00	.00	.00	.00	407,440.00
	DEBT SERVICE TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE-2009A SEWER TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-13D Grand Av TOTA	266,100.00	.00	.00	.00	266,100.00
	DEBT SERVICE -12 GO BONDS TOTA	99,273.00	.00	.00	.00	99,273.00
	DEBT SERVICE-2013B Refi06 TOTA	251,335.00	.00	.00	.00	251,335.00
	DEBT SERVICE-HAMPTON INN TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-2013A Fire E TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-09 GO BONDS TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE-2013C Aquati TOTA	282,875.00	.00	.00	.00	282,875.00
	DEBT SERV/2009D/2010 TOTAL	.00	.00	.00	.00	.00
	DEBT SERV/2016A TOTAL	296,223.00	.00	.00	.00	296,223.00
	Floodwall TIF TOTAL	.00	.00	.00	.00	.00
	River Hills TIF TOTAL	.00	.00	.00	.00	.00
	KEO SENIOR HOUSING TIF TOTAL	.00	.00	.00	.00	.00
	TWIN RIVERS TIF TOTAL	.00	.00	.00	.00	.00
	HAMPTON INN TIF TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 7/2018, FISCAL 1/2019

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	DOWNTOWN URBAN RENEW TIF TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,603,246.00	.00	.00	.00	1,603,246.00
	FLOODWALL REPAIR PROJECT TOTA	.00	.00	.00	.00	.00
	RIVERFRONT BARGE PROJECT TOTA	2,400,000.00	5,170.90	5,170.90	.22	2,394,829.10
	02 SIDEWALK PROGRAM TOTAL	.00	1,080.63	1,080.63	.00	1,080.63-
	04 CURB & GUTTER TOTAL	.00	.00	.00	.00	.00
	03 ACCESS IMPROV/ADA TOTAL	.00	.00	.00	.00	.00
	GRAND AVE STREET PROJECT TOTA	.00	.00	.00	.00	.00
	12 YEAR STREET PROGRAM TOTAL	.00	.00	.00	.00	.00
	TOTAL	.00	.00	.00	.00	.00
	AIRPORT REHAB TOTAL	.00	.00	.00	.00	.00
	AIRPORT-FFA #18 RUNWAY TOTAL	.00	.00	.00	.00	.00
	AIRPORT-RUNWAY GRANT #17 TOTA	.00	.00	.00	.00	.00
	AIRPORT-FAA GRANT AIP#19 TOTA	.00	723.42	723.42	.00	723.42-
	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	77,500.00	.00	.00	.00	77,500.00
	CAPITAL PROJECTS TOTAL	2,477,500.00	6,974.95	6,974.95	.28	2,470,525.05
	WPC MAINTENANCE & OPERATI TOTA	3,797,504.00	53,998.26	53,998.26	1.42	3,743,505.74
	INDUSTRIAL PRETREATMENT TOTAL	.00	.00	.00	.00	.00
	SANITARY SEWER MAINTENANC TOTA	1,652,741.00	21,632.36	21,632.36	1.31	1,631,108.64
	CAP PROJ-LIFT STATIONS TOTAL	.00	.00	.00	.00	.00
	STORM SEWER SEPARATION TOTAL	14,000,000.00	119,751.37	119,751.37	.86	13,880,248.63
	GRIT BASIN PROJECT TOTAL	.00	.00	.00	.00	.00
	REFUSE COLLECTION TOTAL	1,052,417.00	23,776.36	23,776.36	2.26	1,028,640.64
	LEACHATE CONTROL TOTAL	55,000.00	.00	.00	.00	55,000.00
	MUNICIPAL BRIDGE TOTAL	516,974.00	15,217.80	15,217.80	2.94	501,756.20
	CAP EQUIP/RESV-MUN BRIDGE TOTA	70,000.00	.00	.00	.00	70,000.00
	REGIONAL TRANSIT TOTAL	.00	.00	.00	.00	.00
	ENTERPRISE FUNDS TOTAL	21,144,636.00	234,376.15	234,376.15	1.11	20,910,259.85
	TOTAL	.00	.00	.00	.00	.00
	TRANSFERS TOTAL	6,337,916.00	.00	.00	.00	6,337,916.00
	TRANSFER TOTAL	.00	.00	.00	.00	.00
	NON-PROGRAM GENERAL REV TOTAL	.00	.00	.00	.00	.00
	TRANSFER OUT TOTAL	6,337,916.00	.00	.00	.00	6,337,916.00
	TOTAL ALL FUNCTIONS	41,523,333.00	591,521.21	591,521.21	1.42	40,931,811.79

BUDGET REPORT
CALENDAR 7/2018, FISCAL 1/2019

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	8,885,049.00	297,421.30	297,421.30	3.35	8,587,627.70
	ROAD USE TAX TOTAL	1,063,786.00	46,401.56	46,401.56	4.36	1,017,384.44
	EMPLOYEE BENEFITS TOTAL	2,003,000.00	.00	.00	.00	2,003,000.00
	EMERGENCY TAX LEVY FUND TOTAL	85,000.00	.00	.00	.00	85,000.00
	SALES TAX - HUMAN DEV TOTAL	160,000.00	.00	.00	.00	160,000.00
	SALES TAX - INFRASTRUCTUR TOTA	200,000.00	.00	.00	.00	200,000.00
	50% SALES TAX-PROP TAX RE TOTA	770,000.00	.00	.00	.00	770,000.00
	TAX INCREMENT FINANCING TOTAL	1,269,916.00	.00	.00	.00	1,269,916.00
	ECONOMIC DEVELOPMENT TOTAL	.00	6,246.60	6,246.60	.00	6,246.60-
	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	11,200.00	100.65	100.65	.90	11,099.35
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,603,246.00	.00	.00	.00	1,603,246.00
	CAPITAL PROJECTS TOTAL	77,500.00	1,804.05	1,804.05	2.33	75,695.95

BUDGET REPORT
CALENDAR 7/2018, FISCAL 1/2019

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	RIVERFRONT BARGE PROJECT TOTA	.00	393.00	393.00	.00	393.00-
	ROQUETTE BUILDING TOTAL	2,400,000.00	4,777.90	4,777.90	.20	2,395,222.10
	NON-EXPENDABLE TRUST FUND TOTA	.00	.00	.00	.00	.00
	WPC MAINT & OPERATION TOTAL	5,142,245.00	75,630.62	75,630.62	1.47	5,066,614.38
	WATER POL CONTROL RESERVE TOTA	44,000.00	.00	.00	.00	44,000.00
	SEWER MAINTENANCE RESERVE TOTA	.00	.00	.00	.00	.00
	WATER POL CONTR CAP PROJ TOTA	.00	.00	.00	.00	.00
	SEWER IMPROVEMENT RESERVE TOTA	14,714,000.00	119,751.37	119,751.37	.81	14,594,248.63
	CDBG SWR POINT REPAIR PRJ TOTA	1,400,000.00	.00	.00	.00	1,400,000.00
	SOLID WASTE FUND TOTAL	1,107,417.00	23,776.36	23,776.36	2.15	1,083,640.64
	SOL WAS EQUIP REPLACE RES TOTA	.00	.00	.00	.00	.00
	CAP PROJ-REMEDIAL ACTION TOTA	.00	.00	.00	.00	.00
	MUNICIPAL BRIDGE TOTAL	586,974.00	15,217.80	15,217.80	2.59	571,756.20
	INTERNAL SERVICE FUND TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES BY FUND	===== 41,523,333.00 =====	===== 591,521.21 =====	===== 591,521.21 =====	===== 1.42 =====	===== 40,931,811.79 =====

**REVENUE REPORT
CALENDAR 7/2018, FISCAL 1/2019**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	8,297,475.00	31,869.80	31,869.80	.38	8,265,605.20
	ROAD USE TAX TOTAL	1,350,000.00	.00	.00	.00	1,350,000.00
	EMPLOYEE BENEFITS TOTAL	2,184,133.00	.00	.00	.00	2,184,133.00
	EMERGENCY TAX LEVY FUND TOTAL	92,917.00	.00	.00	.00	92,917.00
	SALES TAX - HUMAN DEV TOTAL	160,000.00	.00	.00	.00	160,000.00
	SALES TAX - INFRASTRUCTUR TOTA	610,000.00	.00	.00	.00	610,000.00
	50% SALES TAX-PROP TAX RE TOTA	770,000.00	.00	.00	.00	770,000.00
	TAX INCREMENT FINANCING TOTAL	1,269,916.00	.00	.00	.00	1,269,916.00
	ECONOMIC DEVELOPMENT TOTAL	40,000.00	8,071.08	8,071.08	20.18	31,928.92
	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	5,446.50	5,446.50	.00	5,446.50-
	LIBRARY TRUST FUNDS TOTAL	12,000.00	5,270.00	5,270.00	43.92	6,730.00
	PUBLIC WORKS EQUIP RESERV TOTA	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,655,674.00	.00	.00	.00	1,655,674.00
	CAPITAL PROJECTS TOTAL	1,300,000.00	.00	.00	.00	1,300,000.00

REVENUE REPORT
CALENDAR 7/2018, FISCAL 1/2019

PCT OF FISCAL YTD 8.3%

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	1,100,000.00	.00	.00	.00	1,100,000.00
	NON-EXPENDABLE TRUST FUND TOTA	.00	.00	.00	.00	.00
	WPC MAINT & OPERATION TOTAL	4,788,300.00	10,645.04	10,645.04	.22	4,777,654.96
	WATER POL CONTROL RESERVE TOTA	400.00	.00	.00	.00	400.00
	SEWER MAINTENANCE RESERVE TOTA	.00	.00	.00	.00	.00
	WATER POL CONTR CAP PROJ TOTA	.00	.00	.00	.00	.00
	SEWER IMPROVEMENT RESERVE TOTA	14,800,000.00	.00	.00	.00	14,800,000.00
	CDBG SWR POINT REPAIR PRJ TOTA	1,400,000.00	.00	.00	.00	1,400,000.00
	SOLID WASTE FUND TOTAL	785,600.00	.00	.00	.00	785,600.00
	SOL WAS EQUIP REPLACE RES TOTA	.00	.00	.00	.00	.00
	CAP PROJ-REMEDIAL ACTION TOTA	.00	.00	.00	.00	.00
	MUNICIPAL BRIDGE TOTAL	370,000.00	.00	.00	.00	370,000.00
	INTERNAL SERVICE FUND TOTAL	.00	37,755.89	37,755.89	.00	37,755.89-
	TOTAL REVENUES	=====	=====	=====	=====	=====
		40,986,415.00	99,058.31	99,058.31	.24	40,887,356.69
		=====	=====	=====	=====	=====

TREASURER'S REPORT
CALENDAR 7/2018, FISCAL 1/2019

HOL FUND#	TITLE	LAST REPORT ON HAND	EXPENSES	REVENUE	BALANCE
001	GENERAL	508,427.54	297,421.30	31,869.80	287,666.87
110	ROAD USE TAX	1,687,164.16	46,401.56	.00	1,646,312.92
112	EMPLOYEE BENEFITS	805,677.83	.00	.00	805,677.83
119	EMERGENCY TAX LEVY FUND	7,889.88	.00	.00	7,889.88
121	SALES TAX - HUMAN DEV	58,323.85	.00	.00	58,323.85
122	SALES TAX - INFRASTRUCT	66,314.15	.00	.00	66,314.15
123	50% SALES TAX-PROP TAX	168,706.07	.00	.00	168,706.07
125	TAX INCREMENT FINANCING	52,304.82	.00	.00	52,304.82
160	ECONOMIC DEVELOPMENT	25,250.42-	6,246.60	8,071.08	23,425.94-
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	277,884.90	.00	5,446.50	283,331.40
186	LIBRARY TRUST FUNDS	53,611.63	100.65	5,270.00	58,780.98
187	PUBLIC WORKS EQUIP RESE	12,800.78	.00	.00	12,800.78
200	DEBT SERVICE	450,728.92	.00	.00	450,728.92
301	CAPITAL PROJECTS	786,917.67	1,804.05	.00	785,113.62
302	RIVERFRONT BARGE PROJEC	50,616.38	393.00	.00	50,223.38
303	ROQUETTE BUILDING	3,275.88	4,777.90	.00	1,502.02-
500	NON-EXPENDABLE TRUST FU	462,658.67	.00	.00	462,658.67
610	WPC MAINT & OPERATION	3,667,715.91	75,630.62	10,645.04	3,613,622.72
611	WATER POL CONTROL RESER	57,957.16	.00	.00	57,957.16
612	SEWER MAINTENANCE RESER	15,628.03	.00	.00	15,628.03
613	WATER POL CONTR CAP PRO	.00	.00	.00	.00
614	SEWER IMPROVEMENT RESER	63,742.31	119,751.37	.00	56,009.06-
617	CDBG SWR POINT REPAIR P	5,108.00	.00	.00	5,108.00
670	SOLID WASTE FUND	53,087.60	23,776.36	.00	32,350.06
671	SOL WAS EQUIP REPLACE R	.00	.00	.00	.00
672	CAP PROJ-REMEDIATION ACTIO	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	3,039,939.01	15,217.80	.00	3,026,242.49
810	INTERNAL SERVICE FUND	3,553.23	.00	37,755.89	41,309.12
Report Total		12,418,778.17	591,521.21	99,058.31	11,992,108.91

RESOLUTION NO.

WHEREAS, Application has been made by Arrowhead Bowl, Inc. for a Class C Liquor License with Sunday Sales for Arrowhead Bowl, 3535 Main Street; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

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

THAT, Arrowhead Bowl, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Sunday Sales for Arrowhead Bowl, 3535 Main Street, effective August 1, 2018, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 19th day of July, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

June, 18, 2018

To The Grand Theatre Commission and the Keokuk City Council:

It is with a heavy heart that I regretfully submit my resignation as a member of the Grand Theatre Commission. Unfortunately, circumstances in my life have required us to move. However, I can look back with pride at all of the accomplishments of the commission in the past 31 years that I have been a member. Because of the hard work of many we have a beautiful theatre and a showplace for the tri-state area.

I have full confidence in the present commission's dedication to continue the care and preservation of this important venue. Please know that you always have my support in any future endeavors. I hope I can count on you to keep me informed of your progress.

Sincerely yours,

Pat Kemp

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JULY 19, 2018.

REGISTER NO. 5009

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 843.17
AMI PIPE & SUPPLY	SUPPLIES	\$ 17.40
BEARING HEADQUARTERS CO.	PARTS	\$ 98.95
KEOKUK MUNICIPAL WATER WORKS	POOL WATER SAMPLES	\$ 1,895.00
GATE CITY PUBLISHING	PUBLICATIONS	\$ 980.79
GRAY QUARRIES, INC	ROADROCK	\$ 2,085.43
JIM BAIER, INC	PARTS	\$ 59.10
HARTRICK'S LUMBER	SUPPLIES	\$ 354.26
KEOKUK HOMESTORE	DEPOT SUPPLIES	\$ 31.47
RIVER CITY PARTS, INC.	PARTS	\$ 58.68
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 50.00
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 51.00
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 2,021.25
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$ 489.00
ELECTRONIC APPLICATIONS CO.INC	FIRE DEPT MAINT CONTRACT	\$ 2,687.28
TASKE FORCE, INC.	TEMPORARY HELP	\$ 3,360.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 427.70
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 1,808.65
ALLIANT	SERVICE	\$ 42,867.09
THE CARDBOARD BOX	UPS CHARGES	\$ 177.39
VISION SERVICE PLAN	VISION COVERAGE	\$ 3,101.00
CENTURY LINK	SERVICE	\$ 695.92
PRINCIPAL LIFE GROUP	DISABILITY/ LIFE INS.	\$ 952.43
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE	\$ 13,674.02
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 1,719.23
IOWA COMMUNICATIONS NETWORK	SERVICE KEOKUK PUBLIC LIBRARY	\$ 12.90
MEYERS PLUMBING	LABOR/MATERIALS	\$ 489.53
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$ 725.00
RESERVE ACCOUNT	REFILL POSTAGE	\$ 500.00
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS	\$ 1,100.00
COLE-PARMER SCIENTIFIC	LAB SUPPLIES	\$ 312.72
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 2,052.75
SOUTHEASTERN COMMUNITY COLLEGE	CLASSES	\$ 590.00
CONNECTION INSURANCE	AIRPORT INSURANCE POLICY	\$ 3,750.00
ENDERLE HEATING & A/C COMPANY	REPAIRS @ LIBRARY	\$ 624.60
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 4,530.12
KEOKUK ART CENTER	HOTEL MOTEL SUPPORT FY 2018-19	\$ 7,140.00
KEOKUK FINE ARTS COUNCIL	HOTEL MOTEL SUPPORT FY 2018-19	\$ 10,710.00
MSKI	HOTEL MOTEL SUPPORT FY 2018-19	\$ 25,000.00
GOLDSTEIN-SCHWARTZ, INC	SUPPLIES	\$ 109.59
CLERK OF DISTRICT COURT	SERVICES	\$ 85.00

REGISTER NO. 5010

LEE COUNTY HEALTH DEPARTMENT	POOL INSPECTION	\$ 493.00
CALDWELL COMPANY	NAME PLATES	\$ 29.50
YOUNGGREN SHOES	WORK BOOTS	\$ 118.99
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 261.23
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$ 335.00
ELLIOTT EQUIPMENT CO.	PARTS/FREIGHT	\$ 370.71
CHEMSEARCH	SUPPLIES	\$ 715.96
U.S. CELLULAR	CELL PHONE SERVICE	\$ 482.78
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 25.82
LEE COUNTY EMS AMBULANCE, INC	BATTERY	\$ 225.99
KOHL WHOLESALE	CONCESSION SUPPLIES FOR POOL	\$ 1,634.18
ARROWHEAD BOWL	BOWLING PARTY FOR LIBRARY	\$ 111.28
POEPPING, STONE, BACH ASSOC.	ENGINEERING FEES	\$ 95,761.56
USA BLUE BOOK	SUPPLIES	\$ 2,603.83
FRANK MILLARD & CO., INC.	LABOR/MATERIAL @ LIBRARY	\$ 2,236.00
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,397.74
PAUL S. KELLY SR.	SERVICE CALL	\$ 50.00
WISS & WISS EQUIPMENT INC.	PARTS	\$ 370.81
TOTAL SOLUTIONS, INC.	IT HOURS JUNE	\$ 169.75
POLYDYNE, INC.	POLYMER - WPC	\$ 4,232.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 1,462.58
MEDIACOM	INTERNET SERVICES	\$ 165.90
LUBY EQUIPMENT SERVICES	LABOR/PARTS	\$ 1,571.00
GRAINGER	LAB SUPPLIES	\$ 18.70
SERVICEMASTER OF FT.MADISON	JANITORIAL SERVICE @ POLICE PD	\$ 429.92
PUMPING SOLUTIONS, INC.	PARTS	\$ 491.27
KEVIN B. FEEHAN	VEGETATION CONTROL	\$ 7,605.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 178,780.70
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE CROSSING RENT	\$ 2,650.67
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 15.90
SOUTHEAST IOWA REGIONAL	RTA CONTRACT QUARTERLY BILLING	\$ 2,125.00
KEDC	ANNUAL SUPPORT	\$ 60,000.00
A.C. McCARTNEY EQUIPMENT INC.	PARTS	\$ 1,712.28
CARD SERVICES	CARD SERVICES	\$ 60.00
THOMAS M. JONES JR.	MOW/TRIM @ PUBLIC LIBRARY	\$ 180.00
MID-IOWA SOLID WASTE EQUIPMENT	CREDIT MEMO	\$ (83.32)
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 47.00
TRANS-IOWA EQUIPMENT, INC.	PARTS	\$ 563.16
KLINGNER & ASSOCIATES, P.C.	LANDFILL MONITORING	\$ 3,664.87
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 218.90
ACCO	POOL CHEMICALS	\$ 5,876.05
RAND PARK PAVILION	HOTEL/MOTEL SUPPORT FY2018-19	\$ 7,500.00
KOHLMORGAN HAULING	WASTE MANAGEMENT	\$ 48.90
NFPA	FIRE DEPT ANNUAL SUBSCRIPTION	\$ 1,345.50
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 1,424.50

REGISTER NO. 5011

DOUG SEABOLD	REIMB. TOOL ALLOWANCE	\$ 80.96
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 425.00
INTERSTATE BILLING SERVICE,INC	PARTS	\$ 110.03
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 10,327.09
JIM DAVIDSON	MOWING @ VARIOUS PROPERTIES	\$ 1,815.00
THACHER TREE CARE	TREE REMOVAL	\$ 2,250.00
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 1,854.75
NORTH CEDAR SOUTH, LLC	RECYCLE PICK UP	\$ 40.00
TSS	DRUG TESTING SERVICES	\$ 325.00
LEAF	SERVICE	\$ 159.00
IOWA CITY/COUNTY MANAGEMENT	MEMBERSHIP	\$ 250.00
WILBUR L. QUINN JR.	MOWING @ VARIOUS PROPERTIES	\$ 310.00
KEOKUK MILLS, LLC	TARGETED JOBS TAX CREDIT	\$ 6,356.08
THOMSON REUTERS	WEST INFORMATION CHARGES	\$ 523.95
CORE & MAIN LP	PARTS	\$ 2,181.90
CUMMINS CENTRAL POWER	INSPECTION/SYSTEM TEST	\$ 608.15
ARCHWAY CONTROL, LP	REFRIGERATION SYSTEM	\$ 2,170.10
SHAUNNA BREED	LAWN MOWING SERVICES	\$ 315.00
MSE	PORTABLE TOILET SERVICE	\$ 2,850.00
COLE O'DONNELL	REIMBURSEMENT	\$ 2,068.04
KNOWBE4 INC	SECURITY SUBSCRIPTION	\$ 633.62
AMANDA HYMES	GRAND JANITORIAL SERVICE	\$ 300.00
JOYSTIX	LIBRARY READING PROGRAM	\$ 50.00
JOE SHUMAN	REIMBURSEMENT	\$ 150.00
JOHNSON CONTROLS	FIRE ALARM SERVICE	\$ 420.00
		\$ 564,312.70

MEMO

June 29, 2018

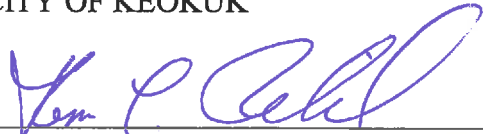
Re: City of Keokuk—Amendment No. 3 to the Amended and Restated Twin Rivers Urban
Renewal Plan

TO WHOM IT MAY CONCERN:

After mailed notice to the Keokuk Community School District and Supervisors of Lee County regarding the above listed Amendment No. 3 to the Amended and Restated Twin Rivers Urban Renewal Plan, a consultation meeting was held on June 29, 2018 at 1:00 p.m. at Keokuk City Hall.

No entity attended the meeting so the meeting was adjourned. No written information from either the School or the County was provided to the City.

CITY OF KEOKUK


_____, Mayor

Date: 7-6-18



ITEM NO. 7

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 07/12/18

Meeting Date: 07/19/18

<p>SUBJECT: Amendment #3 to the City of Keokuk Urban Renewal Plan</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p>
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<p>SYNOPSIS</p>	<p>Amendment #3 adds the property containing the proposed Development Center. This is necessary so that we can use TIF funds for the EDA grant match. We will need to amend the TIF ordinance in the future in order to collect TIF revenues for the project.</p> <p>This action requires a public hearing and then passage of the resolution approving Amendment #3.</p>
<p>FISCAL IMPACT</p>	<p>By amending the Urban Renewal Plan, we can use TIF funds for the required match to the EDA grant. As previously stated, in order to do this we will need to amend the TIF ordinance to add the Development Center property.</p>
<p>RECOMMENDATION</p>	<p>Staff recommends approval of the resolution providing for Amendment #3 to the Keokuk Urban Renewal Plan</p>

Mandatory Attorney Review Complete: Yes

Responsible City Staff Member(s): O'Donnell

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AND ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 3 TO THE AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 96-08, adopted April 24, 2008, this Council approved and adopted the Amended and Restated Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for Twin Rivers Urban Renewal Area ("Area" or "Urban Renewal Area"), combining the Keokuk Senior Housing Limited Partnership Development Urban Renewal Area, Downtown Urban Renewal Area, and the North Main Street Urban Renewal Area, together with additional property, with the Twin Rivers Urban Renewal Area of the City of Keokuk, Iowa; and

WHEREAS, by Resolution No. 310-13, adopted May 2, 2013, this City Council approved and adopted an Amendment No. 1 to the Plan which did not add any land; and

WHEREAS, by Resolution No. 34-16, adopted March 17, 2016, this City Council approved and adopted an Amendment No. 2 to the Plan which removed land from the Area; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the centerline of Plank Road; thence Southeasterly along said centerline of Plank Road to the centerline of Eicher Street; thence East along said centerline of Eicher Street to the centerline of Middle Road; thence South along said centerline of Middle Road to the centerline of Washington Street; thence East along said centerline of Washington Street to the centerline of Orleans Avenue; thence Southeasterly along said centerline of Orleans Avenue to the centerline of North 17th Street; thence Northeasterly along said centerline of North 17th Street to the intersection of said centerline of North 17th Street extended and the ordinary high water mark of the Mississippi River; thence Southerly and Westerly along said ordinary high water mark of the Mississippi River to the intersection of said ordinary high water mark of the Mississippi River and the ordinary high water mark of the Des Moines River; thence West along said ordinary high water mark

of the Des Moines River to the intersection of said ordinary high water mark of the Des Moines River and the West line of Section 34 in Township 65 North, Range 5 West; thence North along said West line of Section 34 to the North line of said Section 34; thence East along said North line of Section 34 to the intersection of said North line of Section 34 and the East right-of-way of U.S. Highway 61; thence South along said East right-of-way of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway 61 and the North right-of-way of U.S. Highway 136; thence Easterly along said North right-of-way of U.S. Highway 136 to the North-South center of section lines of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence north along the said North-South center of section line of Sections 35, 26 and 23 in said Township and Range to the intersection of the centerline of Johnson Street Road; thence West along said centerline of Johnson Street Road to the centerline of U.S. Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13' 32" W, 773.25'; thence N 89° 54' 40" W, 169.0 feet; thence S 00° 13' 32" E, 318.95 feet; thence N 80° 08' 03" W, 503.33 feet; thence N 00° 33' 34" W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48' 33" W along said South line 232.49 feet; thence N 09° 29' 38" W, 280.88 feet; thence N 89° 18' E, 16.7 feet; thence N 09° 27' 38" W; 406.82 feet; thence N 00° 26' 37" W, 297.8 feet; thence S 89° 33' 23" W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26' 38" W along said R.O.W., 341.18 feet to the Northwest corner of Lot 10 in Kindustry Park; thence S 89° 44' 58" E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing S 89° 44' 58" E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57° 00' E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50' to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

AMENDMENT NO. 1 AREA

Did not add or remove land.

AMENDMENT NO. 2 AREA

Removed land as follows:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

WHEREAS, a proposed Amendment No. 3 to the Amended and Restated Twin Rivers Urban Renewal Plan ("Amendment No. 3" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the list of eligible projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 3 to the Urban Renewal Area does not add or remove land; and

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

WHEREAS, by resolution adopted on June 22, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 3 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 3 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Mayor, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 3 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Daily Gate City, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 3, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 3 concerning the area of the City of Keokuk, State of Iowa, described in the preamble hereof, be

and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 3 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be a blighted and economic development area within the meaning of Iowa Code Chapter 403; that such area is

eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 3 to the Amended and Restated Twin Rivers Urban Renewal Plan of the City of Keokuk, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 3 to the Amended and Restated Twin Rivers Urban Renewal Plan for the City of Keokuk, State of Iowa"; Amendment No. 3 of the City of Keokuk, State of Iowa, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 3 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 3 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 3 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Lee County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 3, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 19th day of July, 2018.

Thomas L. Richardson, Mayor

ATTEST: _____
Jean Ludwig, City Clerk

AMENDMENT NO. 3
to the
**AMENDED AND RESTATED TWIN RIVERS
URBAN RENEWAL PLAN**
for the
**TWIN RIVERS
URBAN RENEWAL AREA**
CITY OF KEOKUK, IOWA

Original Area - 1990

Amended and Restated - 2008

Amendment #1 - 2013

Amendment #2 - 2016

Amendment #3 - 2018

AMENDMENT NO. 3
to the
AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN
for the
TWIN RIVERS URBAN RENEWAL AREA
CITY OF KEOKUK, IOWA

The Amended and Restated Twin Rivers Urban Renewal Plan (“Twin Rivers Plan” or “Urban Renewal Plan”) for the Twin Rivers Urban Renewal Area (“Twin Rivers Area” or “Urban Renewal Area”) was originally adopted in 2008 when four previously separate areas were unified into a single area and additional property was added to the combined area. This action resulted in an amended and restated plan that unified the original Twin Rivers Urban Renewal Area, the Keokuk Senior Housing Limited Partnership Development Area, the Keokuk Downtown Urban Renewal Area and the North Main Street Urban Renewal Area. At that time, the unified plan was also renamed the Amended and Restated Twin Rivers Urban Renewal Plan.

The Twin Rivers Plan was also amended in 2013 (Amendment No. 1), and again in 2016 (Amendment No. 2), and is now being further amended (Amendment No. 3) to update the list of eligible projects to be undertaken within the Urban Renewal Area. This Amendment No. 3 (“Amendment”) adds no new land to the Area and therefore has no impact on the Area’s existing description or designation.

Except as modified by this Amendment, the provisions of the original Amended and Restated Twin Rivers Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

At the time that the four separate urban renewal areas were unified in 2008, each of the four areas (a/k/a subareas) retained their base values and this Amendment does not change those base values. The additional property added to the Urban Renewal Area when the Amended and Restated Plan was adopted in 2008 was not placed in a Tax Increment Financing (“TIF”) Ordinance at that time. If all or some of that additional property is added to the TIF Ordinance the property will receive a base value pursuant to the terms of Iowa Code section 403.19. Nothing in this Amendment otherwise affects other already established frozen base values for any other portion or subarea of the Twin Rivers Area currently in the TIF Ordinance.

DEVELOPMENT PLAN

Keokuk has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan adopted in June 2018. The Urban Renewal Plan, as amended by this Amendment, and the urban renewal projects described in this Amendment, are in conformity with the City’s Comprehensive Plan.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended. As the Twin Rivers Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were proposed and authorized prior to the date of this Amendment under the authority of the Amended and Restated Twin Rivers Urban Renewal Plan, as amended, and are continuing.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 3)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 3 include:

1. Funding for New Laboratory/Office Space.

The City intends to invest approximately \$1,250,000 to \$1,750,000 in the redevelopment of laboratory/office space to be completed in the Area between 2018 and 2022 ("Office Project"). The City's investment is to serve as a local match for a grant from the Iowa Economic Development Authority for the redevelopment of existing commercial space. Upon completion, it is anticipated that the property will be leased to private parties who will invest in leasehold improvements to the property and employ employees therein. The City's actual investment in the Office Project could change due to a variety of factors.

2. Funding for the Area Economic Development Corporations.

The City intends to continue to provide reimbursement for economic development activities conducted by the Keokuk Economic Development Corporation and the Lee County Economic Development Corporation in compliance with development agreements between the City and these agencies. These organizations support existing businesses and conduct activities that promote new business and jobs in the community. The amount of the City's reimbursement between 2018 and 2023 will not exceed \$500,000.

3. Development of Riverfront.

The City expects to consider projects targeting the redevelopment of the riverfront within the Area. These projects may include public infrastructure or the provision of incentives to private parties to advance said redevelopment. Based on past history, and dependent on development opportunities and climate, the City expects to consider, in the City's sole discretion, a broad range of incentives as authorized by the Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure, and other incentives to be provided pursuant to a

detailed development agreement. The costs of such redevelopment projects will not exceed \$1,500,000.

4. Future Development Agreements.

The City expects to consider requests for Development Agreements for projects that are consistent with the Plan, as amended, in the City’s sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by the Plan, including, but not limited to, land, loans, grants, tax rebates, public infrastructure, and other incentives. The costs of such Development Agreements will not exceed \$2,000,000.

5. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to exceed \$50,000

FINANCIAL INFORMATION

1.	July 1, 2017 constitutional debt limit:	\$28,363,770
2.	Current outstanding general obligation debt:	\$16,230,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 3) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment #3) as described above will be approximately as stated in the next column:	\$5,300,000 – \$5,800,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

URBAN RENEWAL FINANCING

The City of Keokuk intends to utilize various financing tools, such as those described below, to successfully undertake eligible urban renewal actions. The City of Keokuk has the statutory

authority to use a variety of tools to finance physical improvements within the Twin Rivers Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Twin Rivers Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements or urban renewal projects within the Twin Rivers Area and for other urban renewal projects or incentives for development consistent with this Twin Rivers Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Keokuk. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Twin Rivers Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Twin Rivers Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This Amendment No. 3 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Twin Rivers Area, including all amendment area or subareas, for the maximum period allowed by law.

REPEALER

Any parts of the Twin Rivers Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY

If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Twin Rivers Plan as a whole, or any part of the Twin Rivers Plan or this Amendment not determined to be invalid or unconstitutional.

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ITEM NO. 8

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: July 13, 2018 Meeting Date: July 19, 2018

SUBJECT: Setting Public Hearing – Disposal of city owned property located at 722 N. 9 th Street	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File
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SYNOPSIS	The house located at 722 N. 9th Street was in poor condition and was required to be demolished, the owners deeded the property to the City of Keokuk prior to the demolition. Keokuk Neighborhood Initiative has requested the property for development of a single family dwelling. The attached resolution is setting a public hearing for August 16, 2018 to dispose of said property.
FISCAL IMPACT	Recording and publishing fees
RECOMMENDATION	Set public hearing

Mandatory Attorney Review Completed: _____

Responsible City Staff Member(s): Pam Broomhall

RESOLUTION NO.

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

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

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

WHEREAS, the City Council of the City of Keokuk hereby determines that this real property is no longer needed by the City nor for the use of the Public.

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

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

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

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

THAT, public hearing be set for August 16, 2018 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street, Keokuk, Iowa, pertaining to the sale and disposal of properties known as:

722 North 9th Street, Keokuk, Lee County, Iowa:

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

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

Passed this 19TH day of July, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK



ITEM NO. 9

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 07/12/18

Meeting Date: 07/19/18

<p align="center">SUBJECT:</p> <p>A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY LOCATED WITHIN KINDUSTRY PARK</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p>
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<p>SYNOPSIS</p>	<p>On May 3rd the council held the required public hearing for the sale of Lots 1, 7, 6, and south parts of Lots 8 and 12 in Kindustry Park. At that time, the Council agreed to transfer the property to KEDC. The action to actually transfer the property never took place. The resolution transfers the property per previous action of the Council.</p>
<p>FISCAL IMPACT</p>	
<p>RECOMMENDATION</p>	<p>Staff recommends approval of the resolution transferring certain real estate in Kindustry Park to KEDC.</p>

Mandatory Attorney Review Complete: Yes

Responsible City Staff Member(s): Broomhall

RESOLUTION NO. _____

**A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY
LOCATED WITHIN KINDUSTRY PARK 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”) in Kindustry Park, to wit:

Parcel ID 04452122176004, legally described as: Kindustry Subdivision, North and West part of Lot 1, consisting of 12.75 acres;
Parcel ID 044521223260010, legally described as Kindustry Subdivision Lot 7;
Parcel ID 044521223260020, legally described as Kindustry Subdivision Lot 6;
Parcel ID 044521221770040, legally described as: Kindustry Park Subdivision South Part of Lots 8 & 12 excluding Parcel B, consisting of 1.34 acres; and
Parcel ID 044521223010030, legally described as: Kindustry Park Subdivision Lot 13 excluding Parcel B, consisting of 2.10 acres; All in the County of Lee and State of Iowa;
and

WHEREAS, The City Council of the City of Keokuk hereby determines that this real property is no longer needed by the City nor for the use of the Public, and the City has received a proposal 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 Keokuk Economic Development Corporation (hereinafter referred to as “KEDC”) 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 KEDC, by way of reducing the purchase price to \$5,000.00 in support of the “Project”,

instead accepting \$50,000.00 for the purchase of the real property, and in anticipation of increased tax revenue, local jobs, and general urban revitalization associated with their proposal; 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 May 3, 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 May 3, 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 Keokuk Economic Development Commission for the proper economic development as proposed in the Proposal on which heretofore a public hearing has been held, and contingent upon the payment of \$5,000.00 for the amount therein and any other incidental costs thereof,

FURTHER THAT, the Acting City Attorney is authorized and directed to draft said Quit Claim Deed and work with the City Administrator to take any and all other necessary and proper action in furtherance of the foregoing paragraph.

Passed this 19TH day of July, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 7/13/18 Meeting Date: 7/19/18

SUBJECT: Sanitary Sewer Rehabilitation Phase 1 -
Change Order No. 1

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval
- Receive/File

SYNOPSIS	The Sanitary Sewer Rehabilitation – Phase 1 project was designed based off of television inspection from 2012. As part of the project the contract was required to provide current television records of the designed repairs to confirm location and the current condition of the identified repairs. The updated television records have identified other repairs that are critical and must be addressed.
FISCAL IMPACT	Increase contract \$129,268.07
RECOMMENDATION	Review and approve the change order # 1 for the Sanitary Sewer Rehabilitation – Phase 1 project.

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

RESOLUTION NO.

WHEREAS D&L Excavation was awarded the contract for the Sanitary Sewer Rehabilitation Phase 1 project,

WHEREAS the contract required D&L Excavation to provide current televised records of the identified point repairs to Veenstra & Kimm. The new records allowed Veenstra & Kimm to confirm the scope of the project at each location prior to being completed,

WHEREAS the current televised records have identified additional repairs that must be addressed on the Sanitary Sewer Rehabilitation - Phase 1 project,

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Public Works Director be authorized to execute change Order # 1 in the amount of \$129,268.07 for additional repairs to be made to the sewer system.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig



VEENSTRA & KIMM, INC.

860 22nd Avenue, Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

July 10, 2018

CHANGE ORDER NO. 1

SANITARY SEWER REHABILITATION – PHASE 1
KEOKUK, IOWA
STATE REVOLVING FUND PROJECT NO. CS1920732 01

Change Order No. 1 is for the following overall modifications to bid items on the project:

1. Televising Sewer (Bid Item 1.3)	-2,199 LF @ \$2.07/LF	\$ (4,551.93)
2. Open Cut Point Repair (Bid Item 1.4)		
a. ≤ 5' Deep	-5 Ea. @ \$4,000/Ea.	\$ (20,000.00)
b. < 10' Deep	5 Ea. @ \$7,000/Ea.	\$ 35,000.00
c. ≥ 10' Deep	5 Ea. @ \$10,800/Ea.	\$ 54,000.00
3. Sewer Pipe in Open Cut (Bid Item 1.5)		
a. 6"-12" Pipe PVC	-33 LF @ \$15/LF	\$ (495.00)
b. 15"-24" Pipe PVC	-25 LF @ \$100/LF	\$ (2,500.00)
c. 30"-36" Pipe PVC	-10 LF @ \$85/LF	\$ (850.00)
4. 7" PCC Pavement (Bid Item 1.6)	202 SY @ \$155/SY	\$ 23,230.00
5. HMA Asphalt (Bid Item 1.7)	44 Tons @ \$200/Ton	\$ 8,800.00
6. Class A Stone (Bid Item 1.8)	1 ton @ \$35/Ton	\$ 35.00
7. Manhole Replacement (Bid Item 1.9)		
a. Manhole 3068	1 Ea. @ \$10,000/Ea.	\$ 10,000.00
b. Manhole 2055	1 Ea. @ \$10,000/Ea.	\$ 10,000.00
c. Manhole 2075	1 Ea. @ \$10,000/Ea.	\$ 10,000.00
8. Manhole Installation (Bid Item 1.10)		
a. Manhole 4166A	11 VF @ \$850/VF	\$ 9,350.00
9. Service Connection (Bid Item 1.11)	-11 Ea. @ \$250/Ea.	\$ (2,750.00)
	Total:	\$ <u>129,268.07</u>

Change Order No. 1 increases the contract amount by \$ 129,268.07.

D&L EXCAVATING, INC.

CITY OF KEOKUK, IOWA

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By _____

Title Project Engineer

Title _____

Date July 10, 2018

Date _____



ITEM NO. _____

CITY OF KEOKUK
CITY COUNCIL AGENDA COMMUNICATION

Today's Date: 7/13/18 Meeting Date: 7/19/18

SUBJECT: Engineering Services – Sanitary Sewer Rehabilitation – CIPP Lining.

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval
- Receive/File

SYNOPSIS	On February 2, 2017 the City of Keokuk passed Resolution #210-17 awarding engineering projects associated with the Long Term Control Plan to Veenstra and Kimm. Each individual project is to be negotiated between the City of Keokuk and Veenstra & Kimm. I would therefore recommend that the council consider the attached resolution executing a contract with Veenstra & Kimm.
FISCAL IMPACT	Lump Sum \$15,000
RECOMMENDATION	Review and approve the contract with Veenstra and Kimm for the Sanitary Sewer Rehabilitation – CIPP Lining.

Mandatory Attorney Review Completed: _____ Yes _____

Responsible City Staff Member(s): Mark Boussetot *MBS*

RESOLUTION NO.

WHEREAS Veenstra & Kimm, Inc. has been awarded a contract to engineer projects associated with the long term control plan,

AND WHEREAS while reviewing current television videos confirming the exact location of the point repairs on the Sanitary Sewer Rehabilitation – Phase 1 project, several lines were identified that need to be lined immediately, lining the identified sewer will prevent having to make additional point repairs and the lining will reinforce the existing sewer.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract with Veenstra & Kimm, Inc. of Coralville, Iowa be executed for a lump sum of \$15,000 for engineering services of the Sanitary Sewer Rehabilitation – CIPP Lining Project.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig

ENGINEERING SERVICES AGREEMENT

SANITARY SEWER REHABILITATION – CIPP LINING KEOKUK, IOWA

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of Keokuk, a Municipal Corporation, 415 Blondeau Street, Keokuk, IA 52632, hereinafter referred to as the "**CITY**", and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to construct improvements to the sanitary sewer including CIPP lining of sewer mains, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services; and

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the Keokuk City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the Keokuk City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the **CONSULTANT** may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Keokuk City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep Mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall

keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall furnish the **CITY** with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the **CITY** is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$7,000,000/7,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$2,000,000/\$2,000,000

*Occurrence/Aggregate

**The City is not to be named as an additional insured.

*** Claims made basis

The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "C" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement. Said fee shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the Keokuk City Council at the next regularly scheduled Council Meeting; provided, however, in express acknowledgment that this Agreement is a **COMPLETION DATE CONTRACT**, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that **TIME IS OF THE ESSENCE** and that the timely completion of the Project constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. The Owner shall compensate the Engineers for their services by payment of the following fees:

1. The fee for design services, design conferences and preparation of the plans and specifications for the Project shall be the lump sum fee of Fifteen Thousand Dollars (\$15,000).

2. The total fee for general services during construction and final review of the Project shall be the lump sum fee of Ten Thousand Dollars (\$10,000).

3. The total fee for resident review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out of pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of One Thousand Eight Hundred Dollars (\$1,800) based on providing 25 hours of resident review services at \$72/hour.

4. The total fee for all engineering services for the Project shall not exceed the sum of Twenty-Six Thousand Eight Hundred Dollars (\$26,800).

B. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

C. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed.

D. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the Keokuk City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the

limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Linn County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suite or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. LEGAL SERVICES. The **CITY** shall provide the services of a competent Attorney experienced in legal matters pertaining to this type of Project. The **CONSULTANT** shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

XIII. CHANGES AND EXTRA WORK. The above-stated fees cover the specific services as outlined in this Agreement. If the **CITY** requires additional services of the **CONSULTANT** in connection with the Project, the **CONSULTANT** shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work.

The method of compensation for authorized Extra Work shall be mutually agreed upon between the **CITY** and **CONSULTANT** at the time the work shall be authorized by the **CITY**.

XIV. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF KEOKUK, IOWA

An Authorized Representative

Tom Richardson, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

SANITARY SEWER REHABILITATION – CIPP LINING KEOKUK, IOWA

EXHIBIT "A"

SCOPE OF SERVICES

The following scope of work describes the services to be provided by the **CONSULTANT** for the CIPP Lining project for the City of Keokuk. The Project will include design services and preparation of plans and specifications for the improvements. The **CONSULTANT** will also provide bidding services, and preparation of permit.

I. DESIGN SERVICES

The design services for the Sanitary Sewer Rehabilitation – CIPP Lining project shall include the following services:

- A. Scope of Project. It is understood and agreed that the Project shall consist of the cured-in-place pipe lining for approximately 4,237 LF of priority sewer mains, and lining of 5 manholes.
- B. Design
 1. Proceed with the completion of the preliminary design to approximately 30% completion level.
 2. Review 30% preliminary design with **CITY** and discuss project risk factors.
 3. Prepare and update a cost estimate based on the preliminary 30% design.
 4. Develop preliminary specifications for construction.
 5. Following concurrence in the preliminary design by the **CITY**, complete the 60% design and cost estimate.
 6. Prepare all necessary construction permits to the Iowa Department of Natural Resources and other governmental agencies.
 7. Complete final design and submit the final plans, specifications and cost estimate to the **CITY** for review and final comment.
 8. The **CONSULTANT** shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication cost shall be paid by the **CITY**.
 9. The **CITY** shall compensate the **CONSULTANT** for the actual cost of the plans and specifications provided to contractors, plan rooms, and suppliers during project bidding. The cost of plans shall be separate from the fee under this Agreement.
 10. The Project shall be bid at one letting and under one contract. The **CONSULTANT** shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the **CITY**. **CONSULTANT** shall advise as to the responsiveness of the bidders and assist in

making the award of contract. **CONSULTANT** shall prepare necessary contract documents following award. **CONSULTANT** shall not be responsible for advising the **CITY** as to the responsibility of any bidder.

11. **CONSULTANT** shall make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications.

II. SERVICES NOT INCLUDED

The following is a partial list of services not included under this Agreement:

1. Soil borings, rock borings, geotechnical investigation, compaction testing and contaminated soil investigations are not included in this Agreement.
2. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the projects included in this Agreement.
3. Topographic survey is not included in this Agreement.
4. Construction inspection services beyond that previously identified in the scope of work are not included in this Agreement.
5. Materials testing and inspections are not included in this Agreement.
6. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
7. Services required for re-design as a result of substitute products during the construction phase.
8. Services required as a result of Owner providing incomplete or incorrect Project information.
9. Construction staking.
10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with Owner's program or other instruction.
11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
12. Noise and/or odor studies.
13. Preparation of more than one bid package.
14. A biological assessment (BA) or Phase II Archaeology study.
15. Additional species or habitat surveys requested by agencies, beyond the scope specified herein.
16. Onsite wetland mitigation design or planning.
17. Stream mitigation or stream stabilization and/or restoration plan.
18. Easement services or property acquisition services.
19. Certificates of Title or services to coordinate title searches.

ENGINEERING SERVICES AGREEMENT
SANITARY SEWER REHABILITATION – CIPP LINING
KEOKUK, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Kickoff Meeting July, 2018.
2. 60% plans and cost estimate for City review by July 27, 2018.
5. Final construction plans and specifications shall be delivered by August 3, 2018.
7. Anticipated bid date for the project is August 30, 2018.
8. Project completion is to be scheduled for June 1, 2019.

The **CONSULTANT** shall not be responsible for delays in approval or other actions by governmental agencies or by delays in obtaining easements which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

**SANITARY SEWER REHABILITATION – CIPP LINING
KEOKUK, IOWA**

EXHIBIT "C"

"The Companies affording coverage and the Additional Insured, City of Keokuk, Lee County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of Keokuk as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time..

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."



TO: Mayor and Council
CC: Department Heads
FROM: Cole S. O'Donnell
DATE: July 16, 2018
RE: Administrator's Report

1. Settling In: With my first week completed I am starting to settle in. I attended my first KEDC meeting last Tuesday. Without a quorum, it was not an official meeting, but we had a good discussion on multiple topics. I met with media representatives for KHQA and WCEZ for interviews. I have meetings scheduled with various community members to introduce myself. Housing is not firmed up yet as I am seeking a temporary place to live while our home purchase/sale is being completed.
2. EDA Grant for Development Center: Mayor Richardson, PWD Boussetot, and I met with PSBA and SEIRPC representatives to review plans for submission to the EDA. The project will consist of upgrades to environmental systems and common areas. The plans will be sent to EPA for review and approval. Once the okay has been given, we can develop bid documents and begin the contracting process. It is hoped that work can be scheduled for fall/winter as the majority of improvements are inside.
3. Cyber Security Training: As part of the recommendations from ICAP, we have contracted with Know Be 4 to provide online module training and testing for cyber security. The company has various online training videos that we can select to have employees view. We can then set up phishing tests where they will send emails to all employees. When an email or attachment is opened, Know Be 4 records the results. We can then review results and provide additional training. Please be aware that the training and tests apply to anyone with a City email address, including elected officials. Once we are ready to roll out the training, I will notify every one of the process.
4. Baymont Hotel: We are working with a developer who will be purchasing the Baymont. It is expected that there will be a significant investment into the property. While incentives, or lack thereof, will not make or break the project the developer is still inquiring as to what the City has available. I have spoken directly to the developer and informed him of what we currently have. He inquired as to possible additional incentives. I informed him that we would be open to ideas, but that I would need to have discussions with the Council on those ideas. Once the sale is completed I will provide additional information.
5. BUILDS Grant Application: Final details for the BUILDS grant application are complete. A final phone call was held with SEIRPC on July 13th with all necessary documents to them by July 16th. Submittal deadline was July 18th. As a reminder, the grant request is for funds to help repair and revitalize the swing bridge.

Cole S. O'Donnell
City Administrator
415 Blondeau St
Keokuk, IA 52632



6. Nuisance Complaints and Neighborhood Blight: There is an article in this month's *Cityscape* magazine regarding a presentation the City of Burlington will be giving at the League of Cities annual conference. The topic regards how the handle nuisance abatements and using incentives to combat neighborhood blight. The programs seem very applicable to Keokuk. I will not be attending the conference in September as I am unsure when I may be able to complete the transition to Keokuk, however, I am meeting with the City Manager of Burlington to get particulars on their programs.

Cole S. O'Donnell
City Administrator
415 Blondeau St
Keokuk, IA 52632