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

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Mayor’s Correspondence:

5. Citizen’s Request.

6. Consent Agenda.
   - Minutes of the Council Workshop and regular City Council meeting of November 15, 2018;
   - Minutes of the Safety Committee Meeting of November 20, 2018;
   - Minutes of the Keokuk Civil Service Commission Meeting of November 28, 2018, including Certified List for Detective, Sergeant and Captain;
   - Resolution approving a Liquor License for Pizza Hut, 3338 Main Street, effective December 20, 2018 – Class B Beer (includes Wine Coolers) with Sunday Sales (pending dram & fire inspection);
   - Resolution approving a Liquor License for V’s Restaurant & Brewpub Inc., 3461 Main Street, effective January 1, 2019 – Class C Liquor License with Catering Privilege, Outdoor Service and Sunday Sales;
   - Resolution approving Angelini’s Pizza, 1006-1008 Main Street to add Sunday Sales to their Special Class C Liquor License, effective December 7, 2018;
   - Resolution approving the 2017-2018 Annual Urban Renewal Report;
   - Re-appointment of Doug Clippert to the Park & Recreation Advisory Board, term to expire November 2, 2021;
   - Re-appointment of Richard Moore to the Park & Recreation Advisory Board, term to expire November 2, 2021;
   - Motion to pay the bills and transfers listed within Register No.’s 5037-5039;

7. Motion to approve the second reading of Ordinance No. 1989 Modifying the employee residency requirement.

8. Motion to approve the initial reading of Ordinance No. 1990 Amending Section 9.28.040 Dealing with Parking Regulations (Henkel Avenue).

9. (a) Now is the time and place for a public hearing to review a request to vacate the North 20'x100’ of the alley right of way, abutting lots 5, 6, 7 & 8, Block 62, Original City of Keokuk. A public hearing notice was published in the Daily Gate City on November 27, 2018.

   (b) Consider resolution to vacate and dispose of the North 20'x100’ of the alley, abutting Lots 5, 6, 7 & 8, Block 62, Original City of Keokuk, Lee County, Iowa.

10. Consider resolution to accept a conduit lease agreement with MTC Communications.
11. Consider resolution to award a contract for construction of a new building for the Sanitation Department.

12. Consider resolution to award a contract for tuck pointing the octagon building at the Oakland Cemetery.

13. Consider resolution approving a contract for services with Piper Jaffray & Co.

14. Consider resolution approving a permanent encroachment to construct an accessibility ramp @ 101 N. 18th Street.

15. Consider resolution to accept a Floodwall Maintenance Agreement with Roquette America Inc.

16. Staff Reports:

17. New Business:

18. Adjourn meeting.
(1) Review council meeting agenda.

(2) Discussion on Minimum Standards for Residential Structures.

(3) Discussed and heard public input on residency requirements for City employees.

(4) Heard updates on childcare situation.

(5) Discussed Riverfront barge.

(6) Heard update on Amjet.

(7) Heard update on shooting range.

(8) Meeting adjourned at 6:13 p.m.
The City Council of the City of Keokuk met in regular session on November 15, 2018 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street. In the absence of Mayor Thomas L. Richardson, Mayor Pro-Tem Susan Dunek called the meeting to order. There were seven council members present, two absent. Mike O’Connor, Ron Payne, John Helenthal, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Devon Dade and Mike Moore were absent. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig, Public Works Director Mark Bousselot, Community Development Director Pam Broomhall Fire Chief Gabe Rose and Police Chief Dave Hinton.

**MAYOR’S CORRESPONDENCE:** City of Christmas opens at 6:00 p.m. on November 22nd and runs through December 26th.

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

- Minutes of the Council Workshop and regular City Council meeting of November 1, 2018;
- Receive Council Reports for October 2018;
- **RESOLUTION NO. 155-18:** Approving a Liquor License for Hy-Vee, Inc. – One Day- Saturday, November 17, 2018, Art Center Fund Raiser, 300 Main Street, Class C Liquor License;
- **RESOLUTION NO. 156-18:** Approving a Liquor License for Dr. Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2018 – Class C Liquor License with Outdoor Service and Sunday Sales (pending fire inspection);
- **RESOLUTION NO. 157-18:** Approving an Urban Revitalization Tax Exemption for Bernell Farmer, 1428 Missouri Avenue, accessory building;
- Resignation of Allan Knisley from the Planning Commission, effective immediately;
- Re-appointment of Kevin Helmick to the Rand Park Pavilion Commission, term to expire October 22, 2021;
- Motion to pay the bills and transfers listed within Register No.’s 5034-5036;

Motion made by Greenwald, Second by Helenthal to approve the initial reading of Ordinance No. 1989 modifying the employee residency requirement.
Roll Call Vote: (6) AYES – O'Connor, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (1) NAYS – Payne. Motion carried.

Motion made by Payne, Second by Mortimer to approve the following proposed RESOLUTION NO. 158-18: “A RESOLUTION APPROVING THE 2017-2018 ANNUAL FINANCE REPORT.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to approve the following proposed RESOLUTION NO. 159-18: “A RESOLUTION SETTING A PUBLIC HEARING FOR 6:30 P.M. DECEMBER 6, 2018 IN THE CITY COUNCIL CHAMBERS, 415 BLONDEAU STREET TO REVIEW A REQUEST TO VACATE THE NORTH 20’ X 100’ OF THE ALLEY RIGHT OF WAY, ABUTTING LOTS 5, 6, 7 & 8, BLOCK 62, ORIGINAL CITY OF KEOKUK.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by O’Connor to approve the following proposed RESOLUTION NO. 160-18: “A RESOLUTION SUPPORTING APPLICATION FOR COMMUNITY ATTRACTION AND TOURISM GRANT.” (7) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Public Works Director Bousselot gave an update on the General Curtis Statue Restoration. City Administrator O’Donnell reported on the following: Riverfront barge, record retention, business registration and inspections, budget process.

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

Meeting adjourned at 6:47 p.m.
Meeting called to order at 8:35 am.

**In Attendance:** Mark Weirather, John Reiter, Emily Rohlfs, Mark Bousselot, Jean Ludwig, Jason Schmitt, Dave Johnson, Roger Bryant, Cole O’Donnell, Jussy Mortimer, Damon Cackley, Greg Uhlmeyer, Bob Weis

Ludwig read the minutes from the October meeting. No corrections or additions were noted. Motion to approve by Dave Johnson. Second by Mark Weirather. Motion approved.

**OLD BUSINESS:**

Silica policy should be presented to the city council at the next meeting as a stand-alone policy, or an amendment to the safety policy manual.

Fire department personnel in attendance think the other two respirators for the Sewer department were fitted, as the fitting equipment has been put away. Need to confirm with the Fire Chief or Sewer Dept. Manager.

Bousselot said they now have two viable quotes for the masonry work on the cemetery building that he will present to the city council. When finished, electrical work can be addressed.

Bob Weis is working to arrange FRA training. They should be sending him possible dates in the near future.

Ed Ketterer was not present to give an update on getting another union member to join the Safety Committee.

Mark Bousselot said the trailer scenario for the Sanitation break room will not work. They are going with a 26’ X 36’ stick built building. It has to go before the Planning Commission, Board of Adjustment and then the city council. They should be able to pour concrete yet this fall.

**NEW BUSINESS:**

Mark Bousselot is getting revised quotes on the hoop building project.

November safety training topic was traffic control.

December safety training topic will be Electrical Safety.

No Company Nurse reports since the last meeting.

There were two accidents involving city vehicles reported since the last meeting – a police cruiser hit a concrete post while responding to a call, and the street sweeper allegedly hit a parked vehicle. Two city employees have disputed the street sweeper claim. No personal injuries were reported in either incident.

There was more discussion regarding sidewalk issues on city owned property. O’Donnell said this should be a city council policy decision. He would look at the budget to see where costs could be charged.

**SET THE DATE** for the next meeting: December 18, 2018 at 8:30am in Council Chambers.

**MOTION TO ADJOURN** by Schmitt, second by Cackley. Meeting adjourned at 8:46 a.m.

Submitted by Jean Ludwig, Safety Committee.
MINUTES
KEOKUK CIVIL SERVICE COMMISSION
NOVEMBER 28, 2018

The Keokuk Civil Service Commission met on Wednesday, November 28, 2018 in the Mayor’s office with the following present: Lee Ann Shaffer-Smith, Lisa Jeffers and Chad Campbell. Also present was Jean Ludwig City Clerk/Clerk for the Commission.

Ludwig noted an addition to the minutes of October 13, 2018, which should have included the certified entry level list for the Police Department. The list included two names, Jacob Riley and Adam Derr.

The Commission held testing for the ranks of Detective (November 13), Sergeant (November 15) and Captain (November 19). Everyone that took the tests passed. Make up tests for Officer Jacob Moore were allowed on Chief Hinton’s recommendation, as Officer Moore was out of town for training during the regular test sessions. Officer Moore took the Detective test on November 19, and the Sergeant and Captain test on November 27.

Shaffer-Smith made a motion to certify the lists as presented. Jeffers seconded the motion. Motion approved. Certified lists are attached and will be presented to the City Council.

Jeffers made a motion to adjourn. Second by Shaffer-Smith. Motion approved. Meeting adjourned at 5:40pm.

Respectfully submitted by Jean Ludwig, Clerk for the Civil Service Commission.
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING

AS A RESULT OF THE POLICE DEPARTMENT PROMOTIONAL EXAMINATION CONDUCTED ON NOVEMBER 13, 2018, THE CIVIL SERVICE COMMISSION HEREBY SUBMITS THE FOLLOWING AS ELIGIBLE FOR PROMOTION, IN ALPHABETICAL ORDER:

DETECTIVE

ZETH BAUM
MIA COOPER
GREG HYMES
BRAD JOHNSON
JACOB MOORE
JUSTINA MORTIMER
TANNER WALDEN

DATED AT KEOKUK, IOWA THIS 28TH DAY OF NOVEMBER, 2018.

Chad Campbell, Chairman
Keokuk Civil Service Commission
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING

AS A RESULT OF THE POLICE DEPARTMENT PROMOTIONAL EXAMINATION CONDUCTED ON NOVEMBER 15, 2018 THE CIVIL SERVICE COMMISSION HEREBY SUBMITS THE FOLLOWING AS ELIGIBLE FOR PROMOTION, IN ALPHABETICAL ORDER:

SERGEANT

MIA COOPER

BRAD JOHNSON

JACOB MOORE

JUSTINA MORTIMER

TANNER WALDEN

ANDREW WHITAKER

DATED AT KEOKUK, IOWA THIS 28TH DAY OF NOVEMBER, 2018

Chad Campbell, Chairman
Keokuk Civil Service Commission
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING

AS A RESULT OF THE POLICE DEPARTMENT PROMOTIONAL EXAMINATION CONDUCTED ON NOVEMBER 19, 2018 THE CIVIL SERVICE COMMISSION HEREBY SUBMITS THE FOLLOWING AS ELIGIBLE FOR PROMOTION, IN ALPHABETICAL ORDER:

CAPTAIN
ZETH BAUM
MIA COOPER
BRAD JOHNSON
JACOB MOORE
JUSTINA MORTIMER
ANDREW WHITAKER

DATED AT KEOKUK, IOWA THIS 28th DAY OF NOVEMBER, 2018

Chad Campbell, Chairman
Keokuk Civil Service Commission
RESOLUTION NO. __________

WHEREAS, Application has been made by Summit Pizza, Inc. for a Class B Beer Permit with Sunday Sales for Pizza Hut, 3338 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, Summit Pizza, 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 B Beer Permit with Sunday Sales for Pizza Hut, 3338 Main Street, effective December 20, 2018, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of December, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ______________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: _________________________________
JEAN LUDWIG, CITY CLERK
RESOLUTION NO. __________

WHEREAS, Application has been made by V’s Restaurant & Brewpub Inc. for a Class C Liquor License with Brew Pub, Catering Privilege, Outdoor Service and Sunday Sales for V’s Restaurant & Brewpub Inc., 3461 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, V’s Restaurant & Brewpub 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 Brew Pub, Catering Privilege, Outdoor Service and Sunday Sales for V’s Restaurant & Brewpub Inc., 3461 Main Street, effective January 1, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of December, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ______________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ______________________________________
JEAN LUDWIG, CITY CLERK
RESOLUTION NO. __________

WHEREAS, Application has been made by Angelini’s Pizza Inc. for a Special Class C Liquor License with Sunday Sales for Angelini’s Pizza, 1006-1008 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, Angelini’s Pizza 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 Special Class C Liquor License with Sunday Sales for Angelini’s Pizza, 1006-1008 Main Street, effective December 7, 2018, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of December, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ________________________________

THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________

JEAN LUDWIG, CITY CLERK
RESOLUTION NO. ____________

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

THAT, the 2017-2018 Annual Urban Renewal Report be approved.

Passed this 6th day of December, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ________________________________

THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________

JEAN LUDWIG, CITY CLERK
## Levy Authority Summary

Local Government Name: KEOKUK  
Local Government Number: 56G533

## Active Urban Renewal Areas

<table>
<thead>
<tr>
<th>AMENDED TWIN RIVER UR</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.R. #</td>
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<tr>
<td>56301</td>
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## TIF Debt Outstanding:

14,638,117

### TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>TIF Revenue:</td>
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<tr>
<td>TIF Sp. Revenue Fund Interest:</td>
<td>0</td>
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<td>Property Tax Replacement Claims:</td>
<td>0</td>
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<td>Asset Sales &amp; Loan Repayments:</td>
<td>0</td>
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<td><strong>Total Revenue:</strong></td>
<td><strong>1,276,160</strong></td>
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<tr>
<td>Rebate Expenditures:</td>
<td>36,225</td>
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<td>Non-Rebate Expenditures:</td>
<td>1,200,254</td>
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<tr>
<td>Returned to County Treasurer:</td>
<td>0</td>
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<tr>
<td><strong>Total Expenditures:</strong></td>
<td><strong>1,236,479</strong></td>
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### Amount of 07-01-2017 Cash Balance

Restricted for LMI

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### TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>Total Revenue:</strong></td>
<td><strong>52,304</strong></td>
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<tr>
<td><strong>Total Expenditures:</strong></td>
<td><strong>52,304</strong></td>
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### Amount of 06-30-2018 Cash Balance

Restricted for LMI

---

## Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance:

13,349,334

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Urban Renewal Area Data Collection

Local Government Name: KEOKUK (56G533)
Urban Renewal Area: AMENDED TWIN RIVER UR
UR Area Number: 56301

UR Area Creation Date: 07/1990

Urban Renewal Area Purpose:

Tax Districts within this Urban Renewal Area

<table>
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<tr>
<th>Tax District Name</th>
<th>Base No.</th>
<th>Increment No.</th>
<th>Increment Value Used</th>
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<tr>
<td>KEOKUK CITY/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT</td>
<td>56067</td>
<td>56068</td>
<td>26,483,531</td>
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<tr>
<td>KEOKUK CITY AG/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT</td>
<td>56069</td>
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<tr>
<td>KEOKUK CITY/KEOKUK SCH/KEOKUK SR HOUSING UR TIF INCREMENT</td>
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<td>KEOKUK CITY/KEOKUK SCH/DOWNTOWN KEOKUK UR TIF INCREMENT</td>
<td>56117</td>
<td>56118</td>
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<td>KEOKUK CITY/KEOKUK SCH/NORTH MAIN STR KEOKUK UR INCREMENT</td>
<td>56141</td>
<td>56142</td>
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Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

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<tr>
<th>Class</th>
<th>Agricultural</th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Other</th>
<th>Military</th>
<th>Total</th>
<th>Gas/Electric Utility</th>
<th>Total</th>
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<tr>
<td>Assessed</td>
<td>0</td>
<td>3,358,230</td>
<td>22,791,493</td>
<td>36,611,020</td>
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<td>-31,484</td>
<td>63,935,956</td>
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<td>Taxable</td>
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<td>1,912,155</td>
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<td>-31,484</td>
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Homestead Credits

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017: 12,623 0

Amount of 07-01-2017 Cash Balance Restricted for LMI

TIF Revenue: 1,276,160
TIF Sp. Revenue Fund Interest: 0
Property Tax Replacement Claims: 0
Asset Sales & Loan Repayments: 0
Total Revenue: 1,276,160

Rebate Expenditures: 36,225
Non-Rebate Expenditures: 1,200,254
Returned to County Treasurer: 0
Total Expenditures: 1,236,479

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018: 52,304 0

Amount of 06-30-2018 Cash Balance Restricted for LMI
Projects For AMENDED TWIN RIVER UR

Aquatic Center

Description: New Aquatic Center
Recreational facilities (lake development, parks, ball fields, trails)

Classification: 

Physically Complete: Yes
Payments Complete: No

Waste Water Treatment Plant and Sewer Improvements

Description: Plant and Sewer System improvements
Water treatment plants, waste treatment plants & lagoons

Classification: 

Physically Complete: Yes
Payments Complete: No

2009-2010 Street Projects

Description: Street Resurfacing
Roads, Bridges & Utilities

Classification: 

Physically Complete: Yes
Payments Complete: No

2010 Streets and Refunding

Description: Finish 2010 Street Projects
Roads, Bridges & Utilities

Classification: 

Physically Complete: Yes
Payments Complete: No

Grand Avenue Street Project

Description: New Street from 4th to 15th & Grand Avenue
Roads, Bridges & Utilities

Classification: 

Physically Complete: Yes
Payments Complete: No

Administrative Expenses

Description: Administrative Expenses
Administrative expenses

Classification: 

Physically Complete: Yes
Payments Complete: No

Economic Development

Description: Economic Development
Commercial-Medical

Classification: 

Physically Complete: Yes
**Historic Eagles Building**

<table>
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<tr>
<th>Description</th>
<th>Downtown Renovation</th>
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<tbody>
<tr>
<td>Classification:</td>
<td>Commercial - apartment/condos (residential use, classified</td>
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<tr>
<td></td>
<td>commercial)</td>
</tr>
<tr>
<td>Physically Complete:</td>
<td>Yes</td>
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<tr>
<td>Payments Complete:</td>
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# Debts/Obligations For AMENDED TWIN RIVER UR

## 2016A GO Issue Refunding

<table>
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<tr>
<th>Debt/Obligation Type:</th>
<th>Gen. Obligation Bonds/Notes</th>
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<tbody>
<tr>
<td>Principal:</td>
<td>2,905,000</td>
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<tr>
<td>Interest:</td>
<td>428,797</td>
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<tr>
<td>Total:</td>
<td>3,333,797</td>
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<tr>
<td>Annual Appropriation?:</td>
<td>No</td>
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<tr>
<td>Date Incurred:</td>
<td>06/16/2016</td>
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<td>FY of Last Payment:</td>
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## 2016B GO Issue Refunding

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<td>Principal:</td>
<td>4,270,000</td>
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<tr>
<td>Interest:</td>
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<td>Total:</td>
<td>4,883,815</td>
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<td>Annual Appropriation?:</td>
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<td>Date Incurred:</td>
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<td>FY of Last Payment:</td>
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## 2013C GO Issue Refunding

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<tr>
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<tr>
<td>Interest:</td>
<td>203,205</td>
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<td>Total:</td>
<td>2,553,205</td>
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<td>Annual Appropriation?:</td>
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<td>Date Incurred:</td>
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<td>FY of Last Payment:</td>
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## 2013D GO Issue Refunding

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<td>Interest:</td>
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<td>Annual Appropriation?:</td>
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<td>FY of Last Payment:</td>
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## 2010 GO Issue

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<td>Annual Appropriation?:</td>
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<td>Date Incurred:</td>
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<tr>
<td>FY of Last Payment:</td>
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Created: Mon Nov 26 15:39:12 CST 2018
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### Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<td>Debt/Obligation Type</td>
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</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
<tr>
<td>Annual Appropriation?</td>
<td>No</td>
</tr>
<tr>
<td>Date Incurred</td>
<td>07/01/2016</td>
</tr>
<tr>
<td>FY of Last Payment</td>
<td>2017</td>
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</tbody>
</table>

### Economic Development Grant

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt/Obligation Type</td>
<td>Other Debt</td>
</tr>
<tr>
<td>Principal</td>
<td>0</td>
</tr>
<tr>
<td>Interest</td>
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<td>Total</td>
<td>0</td>
</tr>
<tr>
<td>Annual Appropriation?</td>
<td>No</td>
</tr>
<tr>
<td>Date Incurred</td>
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<tr>
<td>FY of Last Payment</td>
<td>2017</td>
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</table>

### Historic Eagles Building Rebate

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Debt/Obligation Type</td>
<td>Other Debt</td>
</tr>
<tr>
<td>Principal</td>
<td>0</td>
</tr>
<tr>
<td>Interest</td>
<td>0</td>
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<tr>
<td>Total</td>
<td>0</td>
</tr>
<tr>
<td>Annual Appropriation?</td>
<td>No</td>
</tr>
<tr>
<td>Date Incurred</td>
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<tr>
<td>FY of Last Payment</td>
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## Non-Rebates For AMENDED TWIN RIVER UR

<table>
<thead>
<tr>
<th>TIF Expenditure Amount:</th>
<th>285,375</th>
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<tr>
<td>Tied To Debt:</td>
<td>2013C GO Issue Refunding</td>
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<tr>
<td>Tied To Project:</td>
<td>Aquatic Center</td>
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</table>

<table>
<thead>
<tr>
<th>TIF Expenditure Amount:</th>
<th>195,639</th>
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</thead>
<tbody>
<tr>
<td>Tied To Debt:</td>
<td>2016A GO Issue Refunding</td>
</tr>
<tr>
<td>Tied To Project:</td>
<td>2009-2010 Street Projects</td>
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<table>
<thead>
<tr>
<th>TIF Expenditure Amount:</th>
<th>359,620</th>
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<tr>
<td>Tied To Debt:</td>
<td>2016B GO Issue Refunding</td>
</tr>
<tr>
<td>Tied To Project:</td>
<td>2010 Streets and Refunding</td>
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<table>
<thead>
<tr>
<th>TIF Expenditure Amount:</th>
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</thead>
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<tr>
<td>Tied To Debt:</td>
<td>Economic Development Grant</td>
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<tr>
<td>Tied To Project:</td>
<td>Economic Development</td>
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<table>
<thead>
<tr>
<th>TIF Expenditure Amount:</th>
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<tbody>
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<td>Tied To Debt:</td>
<td>Economic Development Grant</td>
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<tr>
<td>Tied To Project:</td>
<td>Economic Development</td>
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</table>
Rebates For AMENDED TWIN RIVER UR

**Historic Eagles Building**

TIF Expenditure Amount: 36,225
Rebate Paid To: Kevin Kuckleman
Tied To Debt: Historic Eagles Building Rebate
Tied To Project: Historic Eagles Building
Projected Final FY of Rebate: 2022
### TIF Taxing District Data Collection

**Local Government Name:** KEOKUK (56G533)  
**Urban Renewal Area:** AMENDED TWIN RIVER UR (56301)  
**TIF Taxing District Name:** KEOKUK CITY/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT  
**TIF Taxing District Inc. Number:** 56068  
**TIF Taxing District Base Year:** 1989  
**FY TIF Revenue First Received:** 1991  
**Subject to a Statutory end date?** No  

<table>
<thead>
<tr>
<th>Slum</th>
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<th>Economic Development</th>
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</thead>
<tbody>
<tr>
<td>No</td>
<td>07/1990</td>
<td>07/1990</td>
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#### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

<table>
<thead>
<tr>
<th>Class</th>
<th>Agricultural</th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Other</th>
<th>Military</th>
<th>Total</th>
<th>Gas/Electric Utility</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed</td>
<td>0</td>
<td>476,610</td>
<td>726,810</td>
<td>36,356,920</td>
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<td>-5,556</td>
<td>37,554,784</td>
<td>0</td>
<td>37,554,784</td>
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<tr>
<td>Taxable</td>
<td>0</td>
<td>271,378</td>
<td>654,129</td>
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<td>-5,556</td>
<td>33,641,179</td>
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**Homestead Credits**

<table>
<thead>
<tr>
<th>Frozen Base Value</th>
<th>Max Increment Value</th>
<th>Increment Used</th>
<th>Increment Not Used</th>
<th>Increment Revenue Not Used</th>
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</thead>
<tbody>
<tr>
<td>Fiscal Year 2018</td>
<td>11,076,809</td>
<td>26,483,531</td>
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**FY 2018 TIF Revenue Received:** 1,052,130

### TIF Taxing District Data Collection

**Local Government Name:** KEOKUK (56G533)  
**Urban Renewal Area:** AMENDED TWIN RIVER UR (56301)  
**TIF Taxing District Name:** KEOKUK CITY AG/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT  
**TIF Taxing District Inc. Number:** 56070  
**TIF Taxing District Base Year:** 1989  
**FY TIF Revenue First Received:** No  

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>No</td>
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</tbody>
</table>

#### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

<table>
<thead>
<tr>
<th>Class</th>
<th>Agricultural</th>
<th>Residential</th>
<th>Commercial</th>
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<th>Other</th>
<th>Military</th>
<th>Total</th>
<th>Gas/Electric Utility</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Taxable</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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**Homestead Credits**

<table>
<thead>
<tr>
<th>Frozen Base Value</th>
<th>Max Increment Value</th>
<th>Increment Used</th>
<th>Increment Not Used</th>
<th>Increment Revenue Not Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year 2018</td>
<td>9,590</td>
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**FY 2018 TIF Revenue Received:** 0
### TIF Taxing District Data Collection

**Local Government Name:** KEOKUK (56G533)  
**Urban Renewal Area:** AMENDED TWIN RIVER UR (56301)  
**TIF Taxing District Name:** KEOKUK CITY/KEOKUK SCH/KEOKUK SR HOUSING UR TIF INCREMENT  
**TIF Taxing District Inc. Number:** 56112  
**UR Designation**  
- Slum: No  
- Blighted: 08/2000  
- Economic Development: No  

**TIF Taxing District Value by Class - 1/1/2016 for FY 2018**

<table>
<thead>
<tr>
<th>Class</th>
<th>Assessed</th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Other</th>
<th>Military</th>
<th>Total</th>
<th>Gas/Electric Utility</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Agricultural</td>
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<td>0</td>
<td>1,579,710</td>
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<td>2,023,726</td>
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<td>899,478</td>
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<td>1,297,796</td>
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**Homestead Credits**

- **Frozen Base Value**  
  - Fiscal Year 2018: 1,224,072

- **Max Increment Value**  
  - Fiscal Year 2018: 812,618

- **Increment Used**  
  - Fiscal Year 2018: 780,782

- **Increment Not Used**  
  - Fiscal Year 2018: 31,836

- **Increment Revenue Not Used**  
  - Fiscal Year 2018: 1,266

**FY 2018 TIF Revenue Received:** 30,031

### TIF Taxing District Data Collection

**Local Government Name:** KEOKUK (56G533)  
**Urban Renewal Area:** AMENDED TWIN RIVER UR (56301)  
**TIF Taxing District Name:** KEOKUK CITY/KEOKUK SCH/DOWNTOWN KEOKUK UR TIF INCREMENT  
**TIF Taxing District Inc. Number:** 56118  
**TIF Taxing District Base Year:** 2001  
**FY TIF Revenue First Received:** 2007  
**Subject to a Statutory end date?** Yes  
**Fiscal year this TIF Taxing District statutorily ends:** 2022  

**UR Designation**  
- Slum: No  
- Blighted: No  
- Economic Development: 01/2001  

**TIF Taxing District Value by Class - 1/1/2016 for FY 2018**

<table>
<thead>
<tr>
<th>Class</th>
<th>Assessed</th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Other</th>
<th>Military</th>
<th>Total</th>
<th>Gas/Electric Utility</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Agricultural</td>
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<td>0</td>
<td>1,301,910</td>
<td>18,850,463</td>
<td>254,100</td>
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<td>21,600,206</td>
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<td>21,600,206</td>
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<tr>
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<td>741,299</td>
<td>16,965,418</td>
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</table>

**Homestead Credits**

- **Frozen Base Value**  
  - Fiscal Year 2018: 19,054,982

- **Max Increment Value**  
  - Fiscal Year 2018: 2,558,188

- **Increment Used**  
  - Fiscal Year 2018: 2,558,188

- **Increment Not Used**  
  - Fiscal Year 2018: 0

- **Increment Revenue Not Used**  
  - Fiscal Year 2018: 0

**FY 2018 TIF Revenue Received:** 94,826
**TIF Taxing District Data Collection**

Local Government Name: KEOKUK (56G533)

Urban Renewal Area: AMENDED TWIN RIVER UR (56301)

TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/NORTH MAIN STR KEOKUK UR INCREMENT

TIF Taxing District Inc. Number: 56142

TIF Taxing District Base Year: 2003

FY TIF Revenue First Received: No

Subject to a Statutory end date? No

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<tbody>
<tr>
<td>Slum</td>
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<tr>
<td>Economic Development</td>
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TIF Taxing District Value by Class - 1/1/2016 for FY 2018

<table>
<thead>
<tr>
<th>Agricultural</th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Other</th>
<th>Military</th>
<th>Total</th>
<th>Gas/Electric Utility</th>
<th>Total</th>
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<tbody>
<tr>
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<tr>
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<td>0</td>
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<td>2,481,516</td>
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Homestead Credits

<table>
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<tr>
<th>Fiscal Year 2018</th>
<th>Frozen Base Value</th>
<th>Max Increment Value</th>
<th>Increment Used</th>
<th>Increment Not Used</th>
<th>Increment Revenue Not Used</th>
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<td>167,400</td>
<td>2,481,516</td>
<td>2,481,516</td>
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FY 2018 TIF Revenue Received: 99,173
PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS
FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF

REGISTER NO. 5037

<table>
<thead>
<tr>
<th>Company</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>ALTORFER INC.</td>
<td>PARTS</td>
<td>$410.12</td>
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<tr>
<td>AMI PIPE &amp; SUPPLY</td>
<td>SUPPLIES</td>
<td>$49.00</td>
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<tr>
<td>BANKERS TRUST</td>
<td>BOND INTEREST</td>
<td>$1,924.50</td>
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<tr>
<td>BURLINGTON HAWK EYE</td>
<td>CITY HALL SUBSCRIPTION</td>
<td>$192.40</td>
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<tr>
<td>GATE CITY PUBLISHING</td>
<td>PUBLICATIONS</td>
<td>$987.55</td>
</tr>
<tr>
<td>KEOKUK TERMITE &amp; PEST CONTROL</td>
<td>PEST CONTROL</td>
<td>$1,275.00</td>
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<tr>
<td>GRAY QUARRIES, INC</td>
<td>ROADROCK</td>
<td>$721.28</td>
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<tr>
<td>JIM BAIER, INC</td>
<td>PARTS</td>
<td>$43.73</td>
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<tr>
<td>HARTRICK’S LUMBER</td>
<td>SUPPLIES</td>
<td>$442.38</td>
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<tr>
<td>ERIC E. SUTER</td>
<td>SERVICE CALL</td>
<td>$65.00</td>
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<tr>
<td>KRICHEL’S ANIMAL HOSPITAL</td>
<td>SERVICE ANIMAL CONTROL</td>
<td>$411.67</td>
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<tr>
<td>RIVER CITY PARTS, INC.</td>
<td>PARTS</td>
<td>$108.64</td>
</tr>
<tr>
<td>KERR FABRICATORS, INC.</td>
<td>PARTS/SUPPLIES</td>
<td>$562.20</td>
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<tr>
<td>SHERWIN-WILLIAMS CO.</td>
<td>SUPPLIES/PAINT</td>
<td>$48.64</td>
</tr>
<tr>
<td>J &amp; S ELECTRONICS BUSINESS, INC</td>
<td>MAINTENANCE AGREEMENT</td>
<td>$75.56</td>
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<tr>
<td>KONE INC.</td>
<td>MAINTENANCE AGREEMENT</td>
<td>$251.82</td>
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<td>S. J. SMITH WELDING SUPPLY</td>
<td>TANK RENTAL</td>
<td>$111.00</td>
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<tr>
<td>HICKEY CONTRACTING COMPANY</td>
<td>LABOR/MATERIAL</td>
<td>$2,547.72</td>
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<tr>
<td>JERRY’S WELDING</td>
<td>MATERIAL/LABOR</td>
<td>$104.00</td>
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<td>KEYSTONE LABORATORIES, INC.</td>
<td>TEST SAMPLES</td>
<td>$431.20</td>
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<tr>
<td>BAKER &amp; TAYLOR BOOKS</td>
<td>BOOKS KEOKUK PUBLIC LIBRARY</td>
<td>$964.11</td>
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<td>MCFARLAND-SWAN OFFICE CITY</td>
<td>SUPPLIES</td>
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<td>ELECTRIC BILL</td>
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<td>THE CARDBOARD BOX</td>
<td>UPS CHARGES</td>
<td>$140.27</td>
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<td>MONICA WINKLER</td>
<td>REIMBURSEMENT</td>
<td>$55.17</td>
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<td>VISION SERVICE PLAN</td>
<td>VISION COVERAGE</td>
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<tr>
<td>HACH COMPANY</td>
<td>LAB SUPPLIES</td>
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<tr>
<td>NEWBERRY, INC</td>
<td>TIRE REPAIR FIRE DEPT</td>
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<td>SERVICE</td>
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<td>MIDLAND SCIENTIFIC, INC</td>
<td>LAB SUPPLIES</td>
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<td>LINDNER AVIATION, INC.</td>
<td>REIMBURSEMENT</td>
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<td>DATA TECHNOLOGIES, INC.</td>
<td>LICENSE/SUPPORT AGREEMENT</td>
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<td>TRUCK REPAIR, INC</td>
<td>PARTS</td>
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<td>MODJESKI &amp; MASTERS, INC.</td>
<td>BRIDGE INSPECTION</td>
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<tr>
<td>VAN METER INDUSTRIAL</td>
<td>PARTS/SUPPLIES</td>
<td>$894.39</td>
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<tr>
<td>KEOKUK CONTRACTORS, INC</td>
<td>LABOR/EQUIPMENT/MATERIALS</td>
<td>$20,025.50</td>
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<td>COLE-PARMER SCIENTIFIC</td>
<td>LAB SUPPLIES</td>
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<tr>
<td>DIAMOND CONSTRUCTION COMPANY</td>
<td>COLD PATCH</td>
<td>$3,584.55</td>
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<tr>
<td>ENDERLE HEATING &amp; A/C COMPANY</td>
<td>REPAIRS</td>
<td>$488.71</td>
</tr>
<tr>
<td>RATHBUN REGIONAL WATER ASSOC.</td>
<td>AIRPORT WATER BILL</td>
<td>$87.56</td>
</tr>
<tr>
<td>Company</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Veenstra &amp; Kimm, Inc.</td>
<td>Engineering Services</td>
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</tr>
<tr>
<td>Hill Printing</td>
<td>Board/Commission Letters</td>
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</tr>
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<td>Hy-vee, Inc.</td>
<td>Supplies</td>
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<td>Parts/Labor/Mileage</td>
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<td>Per Mar Security Services</td>
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<td>Message Movers</td>
<td>Library Books</td>
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<td>Work Boots</td>
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<td>Niemann Foods, Inc./Ace</td>
<td>Supplies</td>
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<td>Randy Winn</td>
<td>Reimb. Health Insurance Premium</td>
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<td>Iowa Prison Industries</td>
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$275,539.36
At the October 15th Work Session, Council discussed modifying the residency requirement for non-supervisory personnel. The current ordinance requires employees to live in Iowa and within five (5) miles of city limits. An issue with an employee living just outside the limit came up and staff began a review of the ordinance.

Iowa law does not permit municipalities to require residency of non-supervisory personnel. The laws do permit cities to set reasonable distances for employee residences from city limits. This is to insure that employees can respond to emergencies and call backs in a reasonable time frame. The Iowa Supreme Court has ruled that ten (10) miles is a reasonable distance.

As recruitment of employees becomes more difficult, the flexibility of an additional five (5) miles for residency could attract additional applicants. Additionally, the current five (5) mile limit is one of the most restrictive distances in the state. Most requirements are at fifteen (15) miles. The consensus at the work session was that a ten (10) mile residency limit would be acceptable.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
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<tr>
<th>Action</th>
<th>Date</th>
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Recommendation:
Staff recommends approval of the second reading of the ordinance.

Required Action

- ORDINANCE [✓]
- RESOLUTION [ ]
- MOTION [ ]
- NO ACTION REQUIRED [ ]

Additional Comments:

MOTION BY: ___________________________ SECONDED BY: ___________________________

TO ________________________________

CITY COUNCIL VOTES

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ORDINANCE NO. 1989

AN ORDINANCE MODIFYING THE EMPLOYEE RESIDENCY REQUIREMENT

WHEREAS, On May 7, 2009, the City Council of the City of Keokuk passed an ordinance requiring that all employees live within the State of Iowa and within 5 miles of the City limits; and

WHEREAS, The City Council now finds that this requirement is too restrictive both compared to other municipalities, as well as in situations where it applies to current City employees and the desire of the City Council to find qualified candidates for future vacancies; and

WHEREAS, State and federal courts have widely upheld reasonable residency restrictions, including in the Iowa Supreme Court case of Clinton Police Department Bargaining Unit v. City of Clinton, 464 N.W.2d 875 (Iowa, 1991), wherein the court found that a requirement that all city employees live within ten miles of their place of employment was a reasonable exercise of the City’s police powers;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, COUNTY OF LEE, STATE OF IOWA as follows:

SECTION 1. The foregoing recitals are hereby incorporated as findings of fact as if fully set forth here.

SECTION 2. Section 2.96.050 of the Keokuk Municipal Code, entitled “Residency of Employees” is hereby amended to read as follows:
   All employees employed by the city must reside within the State of Iowa within sixty days of their first day of work, and must remain a resident of Iowa throughout the period of his/her employment with the city. In addition, all city employees shall, within sixty days of their first day of work, reside within ten miles of the corporate limits of the city. Exceptions to this residency requirement may be made by resolution of the city council.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the 6th day of December, 2018.

________________________________________
Thomas L. Richardson, Mayor

ATTEST: __________________________
Jean Ludwig, City Clerk
Subject: Henkel Avenue Parking Regulations

Description:

Recently the City of Keokuk has been contacted by Seither & Cherry about having difficulty with ingress and egressing from a property on Henkel Avenue due to trucks being parked on the opposite side of the road. After discussions with both Seither & Cherry and ADM it has been determined that restricting parking on the east side of Henkel Avenue from a point 850' north of Johnson Street Road to the end of Henkel Avenue would alleviate the problem.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: ____________ Title: __________________________

Amount Budgeted: ____________________________

Actual Cost: ____________________________

Under/Over: ____________________________

Funding Sources:

________________________________________

________________________________________

Departments:

________________________________________

________________________________________

Is this item in the CIP? YES □ NO □ CIP Project Number: ____________
COUNCIL ACTION FORM

Any previous Council actions:
Action ___________________________ Date ___________________________


Recommendation:
Review and Approve - the proposed ordinance 9.28.040 (56) restricting parking on the east side of Henkel Avenue from a point 850' north of Johnson Street Road to the end of Henkel Avenue.

Required Action
ORDINANCE [✓] RESOLUTION [ ] MOTION [ ] NO ACTION REQUIRED [ ]

Additional Comments:

MOTION BY: ___________________________ SECONDED BY: ___________________________
TO ________________________________________________________________

CITY COUNCIL VOTES

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Ordinance No. 1990

An Ordinance Amending Section 9.28.040
Dealing with Parking Regulations

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

Section 1: The Municipal Code be amended by adding the following new subsections (56) to section 9.28.040, Prohibited parking on certain streets, to read as follows:

9.28.40 Prohibited parking on certain streets. It is unlawful to park any motor vehicle in the city on the following designated streets, except as may be provided in this title:

(56) On the east side of Henkel Ave from a point eight hundred- fifty feet north of the center of Johnson Street Road to the end of Henkel Ave.

Section 2: All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: After second reading and passage of this ordinance the same shall remain on file with the City Clerk for ten (10) days before it shall come on for final adoption and thereafter upon such final adoption as evidenced by resolution to that effect this Ordinance shall be published once in the Daily Gate City, a newspaper of general circulation and after such final adoption take effect from the date of publication.

______________________________
Mayor – Thomas L. Richardson

______________________________
Attest – Jean Ludwig
November 30, 2018
Broomhall

Vacation & Disposal of portion of alley

The Keokuk Public Library and Keokuk Public Library Foundation have requested vacation and disposal of the north 200 x 100 of the alley right of way, abutting lots 5, 6, 7 & 8 in Block 62, Original City of Keokuk for use as part of the Library Park.
COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approval

Required Action

ORDINANCE  ☐  RESOLUTION  ✔  MOTION  ☐  NO ACTION REQUIRED  ☐

Additional Comments:

Public notice published on November 27, 2018.

MOTION BY: ______________________    SECONDED BY: ______________________

TO _______________________________________________________________

CITY COUNCIL VOTES

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RESOLUTION NO. _____________

A RESOLUTION TO VACATE AND TO DISPOSE OF THE NORTH 20’ X 100’ OF THE ALLEY ABUTTING LOTS, 5, 6, 7 & 8, BLOCK 62, ORIGINAL CITY OF KEOKUK, LEE COUNTY, IOWA.

WHEREAS, a public hearing was held on December 6, 2018 by the Keokuk City Council on a request to vacate and dispose the north 20’ x 100’ of the alley abutting lots 5, 6, 7 & 8 in Block 62, Original City of Keokuk; and

WHEREAS, pursuant to Iowa Code Section 354.23, the City Council declares its intent to dispose of this City right-of-way by conveying through this vacating instrument all its right, title, and interest in it to the abutting property owner(s); and

WHEREAS, this conveyance is subject to the reservation of a permanent and perpetual utilities easement of way in favor of the City of Keokuk, for the maintenance of any and all utilities equipment presently in place, and for such reconstruction, re-emplacement and repair thereof which said City and its licensees and/or franchise grantees may in the future deem necessary and proper, and for the removal of any improvements emplaced thereon by the grantees, or their successors or assigns, necessitated by the reconstruction, re-emplacement, or repair of such utilities, such removal to be at the sole expense of grantees or their successors or assigns and without cost to the City, its licensees and/or franchise grantees, and without obligation to repair or replace such improvements, and subject to any and all other easements and right-of-way of record and those not of record.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the following described city right-of-way is hereby vacated and conveyed to the Keokuk Public Library Foundation and all successors in interest as follows: Beginning at the northeasterly corner of Lot 7, Block 62, Original City of Keokuk; thence southerly one-hundred (100’) feet along the boundary line of alley to the northeasterly corner of Lot 8; thence easterly twenty (20’) to the southwesterly rear corner of Lot 5; thence northerly one-hundred (100’) feet to northwesterly rear corner of Lot 6; thence westerly twenty (20’) to the northeasterly rear of Lot 7 and the point of beginning.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk be and are hereby authorized, empowered and directed to take all necessary measures to convey the City's interest in the above-described alley right-of-way and,

BE IT FURTHER RESOLVED that the aforementioned vacation shall be reflected in Appendix A, Section 8 of the Keokuk Municipal Code, and a copy recorded with the Lee County Recorder of Deeds.

Passed this 6th Day of December, 2018.

________________________________________
Thomas L. Richardson, Mayor

Attest: ________________________________
Jean Ludwig, City Clerk
The City of Keokuk has been approached by MTC Communications about having a fiber optic facilities attached to the Keokuk Municipal Rail Bridge. The attached 30 year agreement allows for the installation of the fiber optic across the bridge with an upfront connection fee and an annual maintenance fee of $0.50 per lineal foot. The annual maintenance fee shall be increased 2% every three years.
COUNCIL ACTION FORM

Any previous Council actions:

Action                                      Date
_________________________________________  _______________________________
_________________________________________  _______________________________

Recommendation:

Review and Approve Conduit License Agreement with MTC Communications for the installation and attachment of a conduit and fiber optic facilities across the Keokuk Municipal Rail Bridge.

Required Action

ORDINANCE  □  RESOLUTION  ✔  MOTION  □  NO ACTION REQUIRED  □

Additional Comments:


MOTION BY: __________________     SECONDED BY: __________________

TO __________________________________________

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RESOLUTION NO.

A Resolution to accept a Conduit Lease Agreement with MTC Communications

WHEREAS, MTC Communications has contacted the City of Keokuk about installing a fiber optic facilities on the City of Keokuk Municipal Rail Bridge and

WHEREAS, an agreement has been drafted to allow the connection of the fiber optic facilities for an initial fee of $20,000 and an annual maintenance fee of $0.50 per lineal foot ($1,097) which will be increase 2% every three years

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Mayor is hereby authorized to execute a thirty (30) year Conduit Lease Agreement with MTC Communications of Colchester, Illinois for a Conduit License Agreement across the Keokuk Municipal Rail Bridge.

__________________________
Mayor – Thomas L. Richardson

__________________________
Attest – Jean Ludwig
Conduit License Agreement

This Conduit License Agreement ("Agreement") dated November 12, 2018, is entered into by and between the City of Keokuk, Iowa ("Licensor"), an Iowa Municipal corporation, having a place of business at 415 Blondeau Street, Keokuk Iowa, and MTC Communications ("Licensee"), an Illinois Corporation having its principal place of business at 210 N. Coal Street, Colchester, IL 62326. Licensor and Licensee may also be referred to herein singularly as "Party" or collectively as the "Parties".

WHEREAS, Licensee desires to establish terms and conditions for Licensee’s use of Licensor’s bridge crossing for the installation and attachment of Licensee’s conduit and fiber optic facilities, as more fully specified on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Licensee is a Facilities based telecommunication service provider constructing and operating a fiber optic network; and

WHEREAS, Licensee requests that Licensor grant Licensee a license to construct, install and maintain a fiber optic cable system ("Licensee Equipment") over the Mississippi river by attaching Licensee’s Equipment to Licensor’s bridge at Keokuk, Iowa ("Licensor Facilities"); and

WHEREAS, in accordance with the terms and conditions of this Agreement and Applicable Law (as hereafter defined), Licensor is willing to grant to Licensee a license to place and maintain Licensee Equipment upon Licensor Facilities;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. USE OF BRIDGE

1.1 Subject to the terms of this Agreement and consistent with Applicable Law, Licensor grants Licensee a revocable, non-exclusive license to construct, install and maintain Licensee Equipment within Licensor Facilities as more fully set forth in Exhibits A, B and C, attached herein. The use of Licensor Facilities is for the placement of Licensee Equipment for the expanding of networks of MTC Communications and Danville Telecom. Licensee’s use of Licensor Facilities for Licensee Equipment, including but not limited to all installation, maintenance, repair and removal activities, shall not interfere with or impair the use of Licensor Facilities by Licensor or by any third parties to whom Licensor has
granted a license for use of Licensor’s Facilities prior to the date of this Agreement. In the event of such interference or impairment, and after Licensor has notified Licensee of the same, Licensee shall, at its sole cost, take all commercially reasonable steps necessary to correct and eliminate the interference or impairment, including but not limited to removal of the Licensees Equipment. The parties acknowledge and agree that Licensee is responsible for all due diligence necessary to determine whether Licensee Equipment is compatible with equipment in use on Licensor’s Facilities by Licensor and third parties to whom Licensor has granted a license for use of Licensor’s Facilities prior to the date of this Agreement.

1.2 All fees paid hereunder shall be paid annually in advance and shall be non-refundable. Upon execution of this agreement, Licensee shall pay to Licensor a fee of $20,000 for the first year (2019) of use of Licensor’s Facilities as set forth in Exhibit A. Thereafter, commencing on the first anniversary of this agreement and continuing annually thereafter until termination of this agreement, Licensee shall pay to Licensor an annual maintenance fee of $1,097 (the annual fee shall be the product of $.50 per lineal foot of Licensor’s Facilities utilized by Licensee, which upon execution of this Agreement is determined to be 2,194 lineal feet). Said annual fee shall increase by 2% every three years during the term of this agreement (starting 2022). Licensee’s use of Licensor Facilities is listed by location and detailed on the attached Exhibit A. In the event Licensor agrees to permit Licensee to use additional Licensor Facilities for the purpose of locating additional Licensee Equipment, the Parties shall prepare and execute an additional Exhibit to specify the location of the additional Licensee Equipment on Licensor’s Facilities, including a detailed sketch, a specific description of the conduit to be used with a reference to number of ducts and/or innerducts, total distance in linear feet, and the applicable annual fee, which shall be adjusted per the annual fee calculation set forth above.

1.3 Licensee understands and agrees that all work done hereunder in the Licensor Facilities shall be performed in a good and workman-like manner and that the cost and expenses of the location of Licensee Equipment in the Licensor Facilities will be paid by Licensee.

2. **EQUIPMENT, INSTALLATION AND MAINTENANCE**

2.1 Licensee equipment shall be provided and paid for by Licensee. Any innerduct installed by Licensee in Licensor Facilities shall become the property of Licensee, without any further consideration. Licensee will, at its sole cost and expense,
install, maintain, replace, repair, upgrade and operate Licensee Equipment
attached to Licensor Facilities as specified in Exhibit A. Prior to commencing any
installation, material alteration or upgrade of Licensee Equipment, Licensee will
obtain Licensor’s prior written approval of Licensee’s plans for installation or
alteration work, the precise location of Licensee Equipment, maintenance and
repair procedures and personnel to perform the work. A building permit shall be
required as set forth in the Licensor’s code of ordinances.

2.2 Licensee will maintain all Licensee Equipment in a good and safe condition. All
installation and routine maintenance work on the Licensor Facilities or Licensee
Equipment shall be scheduled in advance with Licensor. All work on the Licensor
Facilities or Licensee Equipment must be performed by Licensee’s qualified
personnel or a qualified contractor approved by Licensor.

2.3 Licensee shall plainly mark or tag Licensee Equipment at all points where the
Licensee Equipment appears in splice pits or manholes, in accordance with
specifications approved by Licensor.

2.4 Licensee may at any time, after notice to Licensee establishing cause or
necessity, request Licensee to remove or relocate Licensee Equipment from or
on Licensor’s Facilities. All removal work shall be scheduled in advance with
Licensor. All removal work must be performed by qualified Licensee personnel or
a qualified contractor approved by Licensor. The cost of any removal work shall
be at Licensee’s sole expense. No adjustment, proration or refund of any pre-
paid fee will be due because of such removal.

2.5 All of Licensee’s Equipment attached to Licensor Facilities shall, at all times, meet
the requirements of Applicable Law, the National Electrical Safety Code, the
National Electrical Code, and any other applicable industry, local, state or federal
codes, laws and regulations.

2.6 Licensee shall have access to Licensee Equipment on 24 hour/7 day a week basis.
Licensee’s right to access the Licensor Facilities, whether for installation, a
routine maintenance or repair, or removal of Licensee Equipment, must be
scheduled no less than forty-eight (48) hours in advance with Licensor’s
designated representative. In case of emergency, Licensee shall use
commercially reasonable efforts to contact Licensor’s on call designated
representative prior to performing any work and shall in any event notify
Licensor within twenty-four (24) hours after performing any work. Licensor’s on
call designated representative shall be the Public Works Director or, in his or her absence, the City Administrator.

3. PERMITS, LICENSES AND GRANTS

3.1 Licensee is solely responsible for obtaining and maintaining all legally required authority to install, maintain and use Licensee Equipment within the public streets, highways, thoroughfares and other rights-of-way, and it has obtained all legally required consents from federal, state, county or municipal authorities and from the owners of property to install, maintain and use Licensee Equipment at the locations on the Licensor Facilities. A building permit shall be required as set forth in the Licensor’s code of ordinances.

3.2 This Agreement shall not in any way vest any property rights or ownership in any of Licensor Facilities or other Licensor property or equipment in Licensee, but is and shall continue to be a license to utilize only the Licensor Facility in accordance with the terms hereof.

4. TERM

4.1 Except in the case of a termination for cause as set forth in 4.2 hereof, this Agreement shall become effective upon its execution and shall continue in effect for a term of thirty (30) years. Upon expiration of the thirty (30) year term of this Agreement, either Party may make a written request that this Agreement be continued during the negotiation of a successor agreement; provided, that any such extension shall in no event exceed ninety (90) days.

4.2 Licensor may terminate this Agreement at any time for cause as hereafter provided. In the event there is a breach by Licensee with respect to any of the provisions of this Agreement, Licensor shall give Licensee written notice of such breach. After receipt of such written notice, Licensee shall have thirty (30) days in which to cure such breach. Licensor may not maintain any action or effect any remedies for default against Licensee, unless and until Licensee has failed to cure the breach within such thirty (30) day cure period. In the event Licensee fails to cure, Licensor may terminate this Agreement and pursue any remedy now or hereafter available to Licensor at law or in equity.

4.3 Licensee, within ninety (90) days of the expiration or termination of this Agreement, shall remove the Licensee Equipment from the Licensor Facilities and restore the Licensor Facilities to its original condition, reasonable wear and tear expected.
5. **ASSIGNMENT**

5.1 Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent may be withheld in the sole and absolute discretion of the Party from whom consent is requested, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. In such event, the assigning Party shall remain liable for the obligations, liabilities, duties and performance under this Agreement.

6. **LIMITATION OF LIABILITY**

6.1 Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damage for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively “Consequential Damages”), whether arising in contract or tort except that the foregoing shall not limit a Party’s obligation under Section 7 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

6.2 Neither the Mayor or any Councilman of Licensor, nor any other official, officer, agent, employee or attorney of the Licensor, shall be personally liable under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

7. **INDEMNIFICATION**

7.1 Each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party (“Indemnified Party”) from and against loss, cost, claim liability, damage, and expense to customers and other third parties for:

7.1.1 damage to tangible personal property or for personal injury or death proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
7.1.2 claims for infringement of patents arising from combining the Indemnified Party’s facilities or service with, or the using of the Indemnified Party’s services or facilities in connection with, facilities of the Indemnifying Party.

7.2 Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parents, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in this Agreement.

7.3 The Indemnified Party will notify the Indemnifying Party promptly and in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

7.3.1 If the Indemnifying Party does not promptly assume or diligently pursue the defense of the tender action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

7.3.2 In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

7.3.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

8. INSURANCE

8.1 Licensee shall carry and keep in force and effect of throughout the term of this Agreement, a policy or policies of insurance, with limits of such policy or policies to be in the amount of not less than $1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than $2,000,000.00 per occurrence in respect to property damage and destruction in form of substance satisfactory to Licensor, at Licensee’s sole cost and expense, ensuring both Licensor and Licensee against all claims, demands or actions arising out of or in connection with: (a) Licensee’s maintenance of
Licensee Equipment and use of Licensor Facilities; and (b) Licensee’s liability assumed under this Agreement. Such policy or policies shall name Licensor as an additional insured and Licensee shall provide Licensor with the certificate evidence such insurance both upon execution of this Agreement and within a reasonable time following Licensor’s written request therefore or Licensee’s annual renewal. Such certificate shall state that the insurer shall not terminate such policy or policies of insurance without thirty (30) days prior notice to Licensor.

9. **NOTICES**

9.1 Except as otherwise provided herein, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

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<tr>
<th>If to Licensor:</th>
<th>If to Licensee:</th>
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<tr>
<td>City Administrator</td>
<td>MTC Communications</td>
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<tr>
<td>City of Keokuk</td>
<td>c/o Jay Griswold</td>
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<tr>
<td>415 Blondeau Street</td>
<td>PO Box 359</td>
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<tr>
<td>Keokuk, Iowa 52632</td>
<td>Colchester, IL 62326</td>
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<td><strong>With a copy to:</strong></td>
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<td>Keokuk, Iowa 52632</td>
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<td>Public Works Director</td>
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9.2 If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communication may be given to either Party may be changed by written notice given by such Party to the other pursuant to this section.

10. **MISCELLANEOUS**
10.1 Exhibit A is provided by the Licensor’s engineer pertaining to the installation of the conduit on the Licensor’s Facility. Licensee acknowledges the concerns of the attachment provided by the Licensor’s engineer.

10.2 Applicable Law. During the term of this Agreement, and in all matters respecting the construction, installation, use and maintenance of the Licensee Equipment within the Licensor Facilities, Licensee shall comply with all applicable laws, rules, regulations, ordinances, directors, covenants, easements, zoning and land use regulations, restrictions of record, permits, and building and electrical codes (collectively, “Applicable Law”).

10.3 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, and construed in accordance with the laws of the state of Iowa. The parties agree that this Agreement shall have been entered into the City of Keokuk, Iowa and that the Clerk of the District Court in and for the Eighth Judicial District of Iowa, Lee County-Keokuk is the exclusive forum in which any dispute or claims of breach between the parties shall be here heard. By this Agreement, the Parties agree that such court shall have jurisdiction over the Parties, and both waive all objections to jurisdiction and venue.

10.4 Survival. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive in termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

10.5 Attorneys Fees. In the event either Party shall commence an action as a result of the other Party’s default under this Lease (following all available notice and cure periods), the prevailing Party in such action shall be entitled to recover its court cost and reasonable attorneys’ fees from the losing Party.

IN WHITNESS WHEREOF, the Parties have executed this Agreement the date and year first above written.

---

**LICENSOR**

City of Keokuk

By __________________________

**LICENSEE**

MTC Communications

By __________________________
Exhibit A

(see attached)
MEMORANDUM

DATE: 9/25/2018

TO: Mark Bousselot

FROM: Chris Buckel, PE

RE: Fiber Optic Conduit Preconstruction Site Visit PN 0016.02

Meeting Attendees:
- Modjeski and Masters, Inc.
  o Chris Buckel
  o Mike Parr
- City of Keokuk
  o Mark Bousselot
  o Bob Weis
- McDonough Telephone
  o Jay Harrison
- Tharp Brothers Underground
  o Ron Tharp
- Midwest Bridge Truck Services, LLC
  o Brad Hinshaw

During the morning of 9/21/18, members of Modjeski and Masters, Inc. (MM), the City of Keokuk, MTC Communications, Tharp Brothers Underground, and Midwest Bridge Truck Services, LLC met at the Keokuk Municipal Railroad Bridge to discuss the future installation of a fiber optic line. MM was on site to provide recommendations regarding the contractor’s methods for installation, location, and future maintenance of the conduit. The following topics and associated decision points were discussed during this meeting.

1. MTC plans to install 4” diameter black conduit containing up to 3 fiber optic lines across the Keokuk RR Bridge.

2. The conduit system will contain multiple pull boxes throughout the bridge and both sides of the navigation (swing) span.

3. The conduit will be fixed to the highway structure in a location that can be easily accessed for installation and maintenance while minimizing affects to the bridge’s aesthetics and minimizing public access to the conduit. Fixation points discussed included:
   a. Abandoned sidewalk cantilever brackets. This location unlikely to be used because of access difficulty.
b. Eastbound highway steel curb and gutter. This location is unlikely to be used because it restricts the travel path of the highway deck.

c. Eastbound highway guardrail interior and exterior face. This location is favorable for attachment.

4. At the swing span, MTC plans to use the existing frames on either side and center pivot of the swing span to erect a steel cable for carrying the fiber optic line. MTC will install backstays to the existing frame to counteract the forces from the steel cable. MTC will maintain the current vertical clearance provided by the existing conductor which crosses the navigation channel.

5. At no point will MTC attach any conduit hardware to a primary member of the bridge. An exception has been approved for attaching a cable backstay to the lacing bars of the Span 2 top chord. Drilling and welding will not be allowed without prior approval, all connections to the structure will be made with clamps and drilling of the vehicular guard rail.

6. At the Illinois approach, MTC is considering several options for transitioning the conduit from the structure to underground.
   a. Transition at the rivers edge and bury conduit along retaining wall.
      i. Along north retaining wall: dismissed due to scour concerns. ii. Along south retaining wall: unlikely due to heavily compacted earth and small horizontal clearance between wall and track.
   b. Attach to retaining wall: unlikely due to condition of retaining wall concrete.
   c. Transition at the end of the retaining wall approach. Favorable option to avoid concerns outlined above and ease of construction.

7. Regarding installation equipment, the contractor will submit a list of equipment which will access the highway deck prior to beginning construction. MM will perform a cursory review of the anticipated construction loads to ensure the proper factor of safety is maintained. Anticipated equipment may include:
   a. Snooper truck, or similar, to access exterior of bridge. Depending on the final location of the conduit, this equipment may not be used.
   b. 45’ JLG Lift, or similar, to construct cable line and backstays at the swing span.
   c. Work truck and trailer for transporting conduit segments.
   d. 80’ JLG Lift, or similar, to access Iowa Highway approach from ground.

8. MTC is aware that the Iowa Highway approach is currently used as a pedestrian observation deck. MTC has agreed to make an effort to minimize the impact on pedestrians during construction.

9. MTC will place buried handholes at each end of the bridge. The east handhole will be placed in the approach pavement and mounted flush for vehicular traffic and repaired back with similar material. The west handhole will be placed in the grass near the end of the bridge by the sidewalk.
Exhibit B

November 9, 2018

At the west end of the bridge on the Keokuk Ia. side, MTC will be placing a handhole (HH) near the west abutment of the bridge in the grass. The HH will be near the existing inlet for the roadway behind the sidewalk. These HH’s are like kind.

At Keokuk Ia. on the south side of the bridge the 4” fiberglass conduit will start at the west HH and run along the top of the south wing wall of the west abutment and transition onto the outside/non-traffic side of the vehicular guardrail with 4” sweeps. There will be a “U” bracket with roller mounted to each guardrail post. The non-structural guardrail post will be drilled for a 5/8” bolt to hold the “U” bracket. The 4” conduit will run along the non-traffic side of the rail to the base of the overhead structure for the power cables where a 24” x 24” x 15” pull box will be mounted to the outside of the structure, then the 4” conduit will transition to the vertical members and be secured with a clamping bracket “non-drilled” method to the top of the structure were the 4” conduit will end and an aerial strand will be placed above the turntable to the next two overhead structures. There will be new guy wires that will run at a + or – 45 degree angle from the end of the strand to the existing brackets for the existing guy wires. The east side overhead structure of the bridge will have a guy wire that terminates with a clevis attached to the webbing of the arch trusses were drilling is not allowed. The 4” conduit will start again at the east overhead structure and will transition down the vertical structure in a similar manner as the west side of the bridge with another 24” x 24” x 15” pull box at the base of the overhead structure.

On the Hamilton I1. or east side of the structure, we most likely are placing the 4” fiberglass conduit on the inside/traffic side of the vehicular rail. This allows the best transition around the arch trusses for the bridge. We are a little unsure that the conduit will be placed here. Another options is to go on the outside of the rail just like the Keokuk Ia. side. The “U” brackets with roller will be drill into the guardrail post and attached with 5/8” bolts at each post location.

At the east approach on the Hamilton I1. side, MTC will be placing a HH at the east end of the bridge near the east abutment in the approach roadway to the bridge. The roadway shall be repaired back to similar condition when work is complete and the HH will be mounted flush with the surface so vehicular traffic can pass over the HH. The HH lid has a rating of 20,000lbs.

There will be 24” x 24” x 15” pull boxes placed at the base of each overhead structure and then approximately every 300 feet apart in both directions for a total of 8 pull boxes.
Exhibit C

11/9/18

On the Hamilton IL. side of the turntable or east side of the bridge MTC will place antennas at the overhead structure for aerial power or the tower section on the first arch truss east of the turntable. There will be a 24" x 21" x 20" equipment box mounted here for fiber splicing and electronic equipment for the antenna. MTC will run a small conduit for fiber from the overhead structure to the new equipment box and to the antennas. MTC will place a power cable and conduit from the existing power to the new equipment box. Based on the power consumption calculation below, MTC will add another $50/year to the annual lease payment in the event any wireless antennas are attached.

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<td>Average usage per day (in hours)</td>
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<td>Number of days used</td>
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<td>Cost per KWH</td>
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Output: (do not edit fields below)

| Kilowatt hours | 350.40 |
| Cost           | 52.56  |
COUNCIL ACTION FORM

Date: 11/26/18
Presented By: Mark Bousselot

Subject: Sanitation Building
Agenda Item: ____________

Description:
Currently the Sanitation Department works out of a mobile office trailer. I understand this trailer was purchased for the construction of the new Mississippi River bridge (1983-1985). The trailer is in terrible condition and needs to be replaced. In the previous FY18 budget $15,000 was budgeted for a new trailer. After receiving quotes for a new trailer, the sanitation manager and I discovered it was more cost effective to build an office building, as the trailer was going to cost $44,000. I have received a quote for a 26′x36′ garage to be purchased and installed for an amount of $56,271.16

FINANCIAL

Is this a budgeted item? YES ☑ NO ☑

Line Item #: 670-8040-6710-FY18
Title: Sanitation Capital Requests

Amount Budgeted: $15,000

Actual Cost: $56,271.16

Under/Over: $41,271.16

Funding Sources:
Capital Projects

Departments:
Sanitation

Is this item in the CIP? YES ☑ NO ☐ CIP Project Number: ____________
COUNCIL ACTION FORM

Any previous Council actions:

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Recommendation:

Review and Approve - allowing for the purchase and installation of a new office facility for the Sanitation Department

Required Action

ORDINANCE [ ] RESOLUTION [✓] MOTION [ ] NO ACTION REQUIRED [ ]

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO ____________________

____________________________

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CITY COUNCIL VOTES

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RESOLUTION NO.

Resolution to Award a Contract for Construction of a New Building for the Sanitation Department

WHEREAS, currently the sanitation department employees are working out of a trailer, which was originally purchased for the construction of the Mississippi River Bridge (1983 – 1985). The trailer has deteriorated and greatly needs replaced and

WHEREAS, the City of Keokuk has received a quote for a packaged garage measuring 26’ x 36’ for $10,821.16 and a quote for constructing the building from AC Contracting of Keokuk, Iowa in the amount of $45,450

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Mayor is hereby authorized to execute an agreement with AC Contracting for the construction of a new building for the sanitation department in the amount of $45,450 and the purchase of the building in the amount of $10,821.16 for a total project cost of $56,271.16.

_____________________________________________________
Mayor – Thomas L. Richardson

_____________________________________________________
Attest – Jean Ludwig
November 16, 2018

City of Keokuk
415 Blondeau St
Keokuk IA 52632

Attn: Mark Bousselot

RE: SANITATION BUILDING

Dear Mr. Bousselot:

Thank you for the opportunity to quote you on the above referenced project per your lump sum instructions as described below:

1. Install (1) 36' x 26' owner furnished building components.
2. AC contracting will provide the following
   a. Concrete footings, walls and slab.
   b. Install electrical service panel and all switched, receptacles and lights.
   c. Tie-in new plumbing to existing cleanout. (AC will also furnish toilet, water heater and sink)
   d. HVAC air handling unit, 15kw wall pack heat pump and duct work to each room.
3. AC Contracting will require a meeting to review specifications of this project before a contract is signed.

LUMP SUM PRICE: $45,450.00

Early payment request due to winterization not being included in total lump sum price for concrete and underground plumbing $14,300.00

This proposal is designed to provide the customer with an estimate of the amount of material, labor, and equipment used in the given project. The estimate is based upon calculations or data provided by the customer and such estimate assumes, among other things, normal and typical building construction techniques. Any alteration or deviation from the above specifications will become an additional charge over and above the original estimate.

Note: This proposal is valid for 30 days.

Continued
Continued
Page 2
Quote #I-3205 REV. 1

If you have any questions regarding this submittal, please contact our office.

Sincerely,
AC CONTRACTING LLC
Wesley J Ames
Wesley J Ames
Name: City of Knoxville (Mark Brusselar)

Address:

Phone: 319-524-2053

Package on curb? Yes

<table>
<thead>
<tr>
<th>Material</th>
<th>Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 x 36</td>
<td>6046</td>
</tr>
<tr>
<td>1' Gable overhang on both ends</td>
<td>359</td>
</tr>
<tr>
<td>1' Eave overhang with aluminum</td>
<td>453</td>
</tr>
<tr>
<td>Overhead door: size, qty, color, style</td>
<td>1627 Insulated</td>
</tr>
<tr>
<td>Move overhead to eave side? (Add $180)</td>
<td>-</td>
</tr>
<tr>
<td>Opener(s) and extra struts</td>
<td>-</td>
</tr>
<tr>
<td>Walk door: size, qty, style, hand</td>
<td>2 42&quot;</td>
</tr>
<tr>
<td>36&quot; (3/0) Flush complete (Add $50)</td>
<td>-</td>
</tr>
<tr>
<td>Windows: size, qty, style</td>
<td>2 extra windows</td>
</tr>
<tr>
<td>Shingles: color, style</td>
<td>2 Tab</td>
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<tr>
<td>Venting:</td>
<td>400</td>
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<tr>
<td>Siding: color, style</td>
<td>0.4 white</td>
</tr>
<tr>
<td>Sill seal</td>
<td>21</td>
</tr>
<tr>
<td>All anchors</td>
<td>-</td>
</tr>
<tr>
<td>Guttering: white alum or vinyl</td>
<td>-</td>
</tr>
<tr>
<td>9' or 10' walls</td>
<td>-</td>
</tr>
<tr>
<td>Sheetrock and insulation</td>
<td>-</td>
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<tr>
<td>Exterior Steel Steel</td>
<td>1550</td>
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<td>Insulation</td>
<td>866</td>
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<td>Subtotal</td>
<td>10,621</td>
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<tr>
<td>Concrete: 4&quot; Floating slab</td>
<td>-</td>
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<tr>
<td>Rat guard and other concrete work</td>
<td>-</td>
</tr>
<tr>
<td>Delivery</td>
<td>50</td>
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<tr>
<td>Subtotal package</td>
<td>10,671</td>
</tr>
<tr>
<td>Tax (7% IA 6.25% IL)</td>
<td>757</td>
</tr>
<tr>
<td>Grand Total</td>
<td>11,428</td>
</tr>
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</table>

Fill and excavation-extra cost to package.
Homeowners are to get all building permits.
Thank you for letting us quote this project for you!

Downpayment of 50% required at time of ordering package. Balance is due when package is delivered to jobsite. Contractor is paid after customer signs release form for completion of package.
COUNCIL ACTION FORM

Date: 11/29/18
Presented By: Mark Bousselot

Subject: Oakland Cemetery - Tuck Pointing Octagon Bldg.
Agenda Item: ________________

Description:
The City of Keokuk Safety Committee has recognized an electrical issue at the Oakland Cemetery octagon building which needs to be rectified. Prior to having the electrical issues addressed the entire interior of the octagon building needs to be tuck pointed. The City has received two quotes to complete the tuck pointing. The two quotes received were from Custom Brick and Stone Inc. of Keokuk in the amount of $15,000 and Roan Masonry of Keokuk in the amount of $15,950.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: ________________ Title: Cemetery Capital Requests

Amount Budgeted: $0

Actual Cost: $15,000

Under/Over: $15,000

Funding Sources:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Departments:
Cemetery

________________________________________________________________________

________________________________________________________________________

Is this item in the CIP? YES □ NO □ CIP Project Number: ________________
COUNCIL ACTION FORM

Any previous Council actions:
Action ____________________________ Date ____________________________

Recommendation:
Review and Approve - authorize the city to accept a quote for the tuck pointing of the octagon building at Oakland Cemetery

Required Action
ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________
TO ________________________________________________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
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<th>Payne</th>
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RESOLUTION NO.

Resolution to Award a Contract for Tuck Pointing the Octagon Building at Oakland Cemetery

WHEREAS, the octagon building at Oakland Cemetery needs to have the interior tuck pointed. Currently the bricks and mortar are deteriorating, the mortar is breaking up and the bricks are coming loose and

WHEREAS, the City of Keokuk received two quotes to tuck point the inside of the octagon building at Oakland Cemetery from Custom Brick and Stone Inc. in the amount of $15,000 and from Roan Masonry in the amount of $15,950, both of Keokuk, IA

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Mayor is hereby authorized to execute an agreement with Custom Brick and Stone Co. Inc of Keokuk, Iowa to tuck point the interior of the octagon building at Oakland Cemetery in the amount of $15,000.

__________________________
Mayor –Thomas L. Richardson

__________________________
Attest – Jean Ludwig
To finance the Development Center and utility installation to the barge, we will need to issue bonds. The bonds will be alternative revenue with TIF as the primary revenue source. The agreement is with Piper Jaffray & Co to provide financial services related to the issuance of the bonds. Cost of the contract is .3% of the issuance, but not less than $15,000, plus a fixed fee of $2,500.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
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<tr>
<th>Action</th>
<th>Date</th>
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Recommendation:

Staff recommends approval of the resolution.

Required Action

ORDINANCE  ☒  RESOLUTION  ☒  MOTION  ☐  NO ACTION REQUIRED  ☐

Additional Comments:

MOTION BY:  ___________________  SECONDED BY:  ___________________

TO

CITY COUNCIL VOTES

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</table>
RESOLUTION NO. ____________

A RESOLUTION APROVING CONTRACT FOR SERVICES WITH PIPER JAFFRAY & CO.

WHEREAS, the City of Keokuk, Iowa intends to issue bonded indebtedness; and

WHEREAS, the City of Keokuk, Iowa needs assistance in preparing and managing the issuance; and

WHEREAS, Piper Jaffray & Co. of Des Moines, Iowa is qualified and prepared to offer said services.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the contract with Piper Jaffray & Co. of Des Moines, Iowa for financial services is hereby approved.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2018.

__________________________________
Mayor – Thomas L. Richardson

ATTEST:

__________________________________
Jean Ludwig
FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on November 27, 2018 by and between City of Keokuk, Iowa (the “Client” or the “Client”) and Piper Jaffray & Co. (“Piper Jaffray” or the “Financial Services Provider”). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) Services to be provided.
Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client’s 2018-19 Urban Renewal Bonds (the Issue) and any additional issues to be identified in an amendment to the Agreement. With respect to this issue, Client has selected D.A. Davidson (“DADCO”) to act as underwriter without input or guidance from Piper Jaffray.

(B) Scope of Services. The Client and Piper Jaffray intend and agree that the Scope of Services to be provided respecting the Issue(s) shall consist of the following:

1. If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Client
2. If requested by the Client, develop a Plan of Finance for the Project
3. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
4. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
5. Review the bond terms proposed by DADCO.
6. Develop a timeline with respect to the issuance of proposed securities
7. Act as scrivener for the Client’s official statement. Circulate drafts to the Client, its bond and disclosure counsel, and incorporate all of the Client’s (and its bond and disclosure counsel’s) input and modification to reflect the particular disclosure requirements for this Client and this type of security.
8. Arrange the call with one or more credit ratings agencies,
9. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
10. Coordinate the closing of the transaction
11. Attend meetings of the Client’s governing body, as requested

For Services Respecting Official Statement. The antifraud provisions of the federal securities laws apply to statements made by Clients, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, “Offering Documents”) on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by Clients in connection with secondary market information required to be disseminated under relevant contracts. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Client hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws.

Piper Jaffray will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Jaffray will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.
II. Limitations on Scope of Services.

In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

The Scope of Services does not include evaluating advice or recommendations received by you from third parties. The Client acknowledges it intends to issue the Bonds on a tax exempt basis and further acknowledges the Client’s continuing covenants and responsibilities regarding tax exemption that will be contained in the Bond Documents, including the Tax Exemption Certificate and Bond Resolution. Client acknowledges that the services provided by Piper Jaffray are not intended to be construed as tax advice with respect to the issuance of the Bonds.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Financial Services Provider by a third party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Client has selected Ahlers & Cooney P.C. as bond counsel (“Bond Counsel”) and has not relied on Piper Jaffray for any assistance selecting Bond Counsel, Piper Jaffray is not party to the engagement agreement between Client and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Piper Jaffray shall assume no responsibility for the work or opinions provided by Bond Counsel; and

The Client has selected Ahlers & Cooney P.C. as disclosure counsel (“Disclosure Counsel”) and will not rely on Financial Services Provider for any assistance selecting Disclosure Counsel.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services.

The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation.

Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as 0.3% of the par amount of securities issued, with a minimum of $15,000. Compensation is payable by wire, immediately, at closing.

V. IRMA Matters.

If the Client has designated Piper Jaffray as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the

1 See MSRB Rule G-42(c)(v).
Scope of Services without Piper Jaffray’s prior written consent.

VI.  Piper Jaffray’s Regulatory Duties When Servicing the Client.
MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses.
Piper Jaffray will be responsible for all of Piper Jaffray’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper Jaffray in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of $2,500.

In addition to the fees and expenses outlined in this section, The Client will reimburse Piper Jaffray for the fees and expenses of counsel to Piper Jaffray, a firm to be selected by Piper Jaffray in its sole discretion, if Client does not independently hire Disclosure Counsel or if Bond Counsel or Disclosure Counsel fails to address their opinion to Piper Jaffray, or grant reliance on the opinions, as the case may be.

VIII. Term of Agreement.
The term of this Agreement shall begin on the date of execution set forth above or on the date of any amendment hereto respecting a Project and shall terminate on completion of the Project.

So long as Piper Jaffray is performing pursuant to this Agreement, the Client may not terminate this Agreement at any time prior to completion of the Project. In the event of non-performance on the part of Piper Jaffray, the Client shall first give written notice to Piper Jaffray of the specific event of non-performance, and shall allow Piper Jaffray 30-days to remedy the specific item of non-performance, prior to termination. If Piper Jaffray fails to remedy the specific item of non-performance within the prescribed 30-day period of time, then the Client may, at that point, terminate this Agreement by providing payment to Piper Jaffray for all Reasonable Fees.

Piper Jaffray may terminate this Agreement at any time, however, in the event of termination, only the sum of the reasonable fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable.
Reasonable Fees shall mean: With respect to each component of Bonds, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of Bonds in question. By way of example, if the Agreement is executed on January 1, 2015, and the expected completion of one component of Bonds is September 1, 2015 (that being 8 months), and the Agreement is terminated on July 1, 2015 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8).

The provisions of Sections 3, 10, 11, 14 and 15 shall survive termination of this Agreement.

IX. Independent Contractor.
The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments.
This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures.
MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray’s Disclosure Statement attached as Appendix A to this Agreement.

XII. Client To Provide Information and Documents to Underwriter.
The Client agrees to provide to the Financial Services Provider all documents on which the Client has relied for purposes of certifying the Client is not aware of a material fact, nor has the Client omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Client also agrees to complete answers and provide any documents requested by the Financial Services Provider and its counsel as part of due diligence requested by the Financial Services Provider in compliance with its duties and obligations with respect to MSRB, SEC or other regulatory requirements.

XIII. Confidentiality, Disclosure of Information.
All information, files, records, memoranda, and other data of Client, which Client provides to the Financial Services Provider, marked as “confidential” in writing (“Client Information”), shall be deemed by the parties to be the property of Client.

In the event the Financial Services Provider is required by law to disclose any Client Information (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) that is prohibited or otherwise constrained by this Agreement, it will, to the extent practicable, provide the Client (only in the event that it is not prohibited from doing so by court or regulatory order or otherwise) with prompt notice so that the Client may seek a protective order or other appropriate remedy. Such disclosure is specifically authorized by this Agreement, but the Financial Services Provider will furnish only that portion of the Client Information that is legally required.

Client Information shall not include any information that: (a) was in Financial Service Provider’s or its Representative’s possession prior to receipt thereof from the Client (including all or any part of the information that is substantially related or similar to any product or program which the Financial Service Provider’s or its Representatives have designed, developed, structured, offered or sold on or prior to the date of this Agreement); (b) is or hereafter becomes, through no act or failure to act on the part of the Financial Services Provider, part of the public or is otherwise available to the public or can be readily derived, in whole or in part, from information which is or becomes part of the public domain or is otherwise available to the public; (c) is provided by a third party not known by the Financial Services Provider to be under any obligation of confidentiality to the Client; (d) is independently developed by the Financial Services Provider without recourse to the Confidential Information; (e) was disclosed pursuant to Client’s consent; (f) is required to be disclosed pursuant to MSRB Rule G-47 or (g) is information included in a preliminary or final official statement which is compliant with SEC Rule 15c2-12.
Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to
(a) restrict or affect the rights or ability of the Financial Services Provider to comply with all applicable disclosure
laws, regulations and principles in connection with the offering and sale of securities by Client, (b) prevent the
Financial Services Provider from retaining documents or other information in connection with the offering of
securities by Client, including any document or other information disclosed to Client, or (c) restrict or affect the
rights or ability of the Financial Services Provider to use any such documents or other information in investigating
or defending itself against allegations or claims made or threatened by purchasers, regulatory authorities or
others in connection with such an offering or sale of securities.

XIV. Limitation of Liability.
In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties
hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons
shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services
hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal
securities, any municipal financial product or any other investment, or for any financial or other damages resulting
from the Client’s election to act or not to act, as the case may be, contrary to any advice or recommendation
provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability,
cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting,
negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or
received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating
to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by
counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in
this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities
laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a
waiver or diminution of Piper Jaffray’s fiduciary duty to Client under Section 15B(c)(1), if applicable, of the

XV. Indemnification.
The Client will indemnify and hold harmless Piper Jaffray, each individual, corporation, partnership, trust,
association or other entity controlling Piper Jaffray, any affiliate of Piper Jaffray or any such controlling entity and
their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and
agents (hereinafter the “Indemnitees”) against any and all liabilities, penalties, suits, causes of action, losses,
damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or
judgments of whatever kind or nature (each a “Claim”), imposed upon, incurred by or asserted against the
Indemnitees arising out of or based upon (i) any allegation that the Official Statement, the information about the
Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes
an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact
necessary to make the statements therein, in light of the circumstances under which they were made, not
misleading or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or
representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase
agreement between the Client and the purchaser of the Bonds.

XVI. Official Statement.
The Client acknowledges and understands that state and federal laws relating to disclosure in connection with
municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under
the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider
to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any
of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement
distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

XVII. Notices.
Any written notice or communications required or permitted by this Agreement or by law to be served on, given
to, or delivered to, either party hereto, by the other party shall be in writing and shall be deemed duly served,
given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal
services, when deposited in the United States’ mail, first-class postage prepaid, addressed to the Client at:

City of Keokuk
415 Blondeau
Keokuk, IA 52632
XVIII. **Consent to Jurisdiction; Service of Process.**
The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XIX. **Choice of Law.**
This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XX. **Counterparts; Severability.**
This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XXI. **Waiver of Jury Trial.**
THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XXII. **No Third Party Beneficiary.**
This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXIII. **Authority.**
The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray’s performance of its activities under this Agreement:
Cole O’Donnell, City Administrator

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray’s performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Jaffray & Co.

By: _____________________
Tim Oswald
Its: Managing Director
Date: _____________________

ACCEPTED AND AGREED:

City of Keokuk, Iowa

By: _____________________
Cole O’Donnell
Its: City Administrator
Date: _____________________

Piper Jaffray & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.
APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) Disclosures of Conflicts of Interest.
The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray’s supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts.
The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client’s Securities.
As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray’s regulatory duties to the Client, Piper Jaffray’s activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray’s municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) Disclosures of Information Regarding Legal Events and Disciplinary History.
The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client’s evaluation of Piper Jaffray or the integrity of Piper Jaffray’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.
(C) How to Access Form MA and Form MA-I Filings.
Piper Jaffray’s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC’s EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Jaffray’s most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray’s CRD number is 665.

(D) Future Supplemental Disclosures.
As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.
Stanley Watson, 101 N 18th is requesting a permanent encroachment permit for an ADA ramp, the ramp will be 2 to 3 feet from the sidewalk, running parallel to the sidewalk for a length of approximately 26’. Mr. Watson’s is undersized and is on a corner lot.
COUNCIL ACTION FORM

Any previous Council actions:

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Recommendation:

Approve

Required Action

ORDINANCE [ ] RESOLUTION [✓] MOTION [ ] NO ACTION REQUIRED [ ]

Additional Comments:


MOTION BY: ___________________  SECONDED BY: ___________________

TO ________________________________________________________


CITY COUNCIL VOTES

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RESOLUTION NO. ____________

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

THAT, the Keokuk City Council has reviewed a request from Stanley Watson, 101 N. 18th Street for a permanent encroachment to construct a accessibility ramp that will encroach into the public right of way two to three feet for the length of the ramp approximate distance of twenty six feet.

WHEREAS the permanent encroachment is hereby approved per submitted plans the ramp be maintained in a safe manner & provide required insurance certificate or special endorsement releasing the City of Keokuk, its elected officials, officers, agenda and employees from liability.

Passed this 6th day of December, 2018.

_________________________________
Thomas L. Richardson, Mayor

Attest: __________________________
Jean Ludwig, City Clerk
ENCROACHMENT PERMIT APPLICATION
City of Keokuk
415 Blondeau Street
Planning & Zoning (319-524-2050)

The adopted Encroachment Policy represents the City of Keokuk’s position with regard to proposed encroachments and the private use of public right-of-way within the corporate limits of the City of Keokuk, Iowa. In the context of this application, “public right-of-way” refers to all public sidewalks, street, alley right-of-way, parks, open space, and other properties or lots owned or controlled by the City of Keokuk.

This Encroachment Permit Application solely covers encroaching on the public right-of-way and by no means covers other permits or licenses required by individuals or businesses to bring or have merchandise for the purpose of selling the merchandise within the corporate limits of the City of Keokuk.

Encroachment Policy for the City of Keokuk is on file with the City Development Department.

1) GENERAL INFORMATION
Address/Location of Encroachment: 101 N. 18TH ST.
Name of Applicant: Stan Watson
Address: 101 N. 18TH ST. Phone: (319) 524-2635
Signature of Applicant: Stanley K. Watson Date: 11/19/2018
Name of Property Owner: Stan Watson
Signature of Property Owner: Stan Watson Date: 11/19/2018
Type of Permit Requested: PERMANENT TEMPORARY VERTICAL
Length of Time Requested for Permit:

2) ENCRACOACHMENT INFORMATION
Describe the requested encroachment (use back of sheet if necessary). What is it, what does it include, height, dimensions, hours of operation, reason seeking encroachment, how it will be managed, etc.

Chairman Stan Watson does not have a second view of this house in case of a fire. Stan Watson is confined to a wheelchair without a chance of recovery. Stan is basically a shut-in. We are building him a back deck so that he can get out of his house and enjoy fresh air and sun light. The encroachment will be applied for in the form of a 4' wide handicap wheelchair ramp connected to the deck which will be placed in front of his property. The height is depending from the east to west as a 1/2 drop to meet fire requirements.

5/2010
City of Keokuk
Encroachment Permit Application
Page 1 of 3
The ramp will extend 2' out to the South toward the sidewalk, coming at maximum distance - coming within 3' of the Northern boundary of sidewalk located on the southern boundary of property. The total distance is 26' descending to the west.
3) SUBMITTAL INFORMATION

PLEASE MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED, WERE APPLICABLE.

SITE PLAN MUST BE SUBMITTED: showing proposed encroachments, building outline and dimensions, property lines and dimensions, driveways, and all easements and utilities that are in the vicinity of the proposed encroachments.

PICTURE/ILLUSTRATION: including dimensions of proposed encroachment including special features.

FORMS: Copy of Insurance Certificate or Special Endorsement Form – releasing the City, its elected boards, officers, agents, and employees from liability or the above mentioned as being additional insured.

HEALTH CERTIFICATE (if applicable – selling food or drink) with expiration date:

The applicant, Stan Watson, agrees to construct all encroachments in accordance with the Keokuk Encroachment Policy and all other applicable ordinances and regulations of the City of Keokuk, Iowa, and further agrees to hold the City harmless from any liability incurred as a result of the placement of any encroachment.

Signature of Applicant

Date 11/19/2018

DEVELOPMENT DEPARTMENT REVIEW

Conditions or explanation:

ZONING OFFICIAL Date Public Works Director Date

CITY COUNCIL APPROVAL IF REQUIRED:
Resolution number or date of approval

• TEMPORARY / VERTICAL ENCROACHMENT APPROVAL:

APPROVED □ DENIED □

Official Date

OFFICE USE ONLY

Permit Type: Fee: $ Dates Allowed: 
Paid: / Historic District:
Zoning District:

Page 2 of 3

5/2010 City of Keokuk
Encroachment Permit Application
The City of Keokuk's Levee is not a complete levee according to the U.S. Army Corp of Engineers. The levee which was originally constructed in 1994 had a section of earthen levee between the 3 track closure and the bluff. In or about the year of 2006, Roquette, with the consent of the City of Keokuk, removed the section of earthen levee between the 3 track closure and the bluff to expand the levee further down river. Upon acceptance of this agreement the U.S. Army Corp of Engineers will view the Keokuk Levee as a complete levee system. This will also allow the entire levee to be eligible under the PL84-99 and can be certified.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: ___________ Title: ___________

Amount Budgeted: _________________________

Actual Cost: _____________________________

Under/Over: _____________________________

Funding Sources:

__________________________________________

__________________________________________

Departments:
Flood Wall - Levee

__________________________________________

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: ___________
COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Review and Approve Floodwall Maintenance Agreement with Roquette America Inc. for the additional section of flood wall which was constructed on Roquette America Property in or about the year of 2006.

Required Action

ORDINANCE  ☐  RESOLUTION  ☑  MOTION  ☐  NO ACTION REQUIRED  ☐

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO ____________________

CITY COUNCIL VOTES

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RESOLUTION NO.

Resolution to accept a Floodwall Maintenance Easement Agreement with Roquette America Inc.

WHEREAS, in 1994 the City of Keokuk and Roquette America Inc. built the levee following the flood of 1993 and

WHEREAS, in or about the year of 2006, Roquette America Inc., with the consent of the City of Keokuk removed a portion of the earthen levee between the 3 track closure and the bluff to expand the levee further down river and

WHEREAS, this section of the levee has not been accepted by the U.S. Army Corp of Engineers, as the City of Keokuk has not had ownership of the land or an easement allowing access to the expansion of the flood wall, and

WHEREAS, this agreement will allow for the entire floodwall to be accepted by the U.S. Army Corp of Engineers and will allow for the entire levee to be covered by the PL 84-99 and allow for certification of the levee

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Mayor is hereby authorized to execute the Floodwall Maintenance Easement Agreement with Roquette America Inc. of Keokuk, Iowa.

Mayor—Thomas L. Richardson

Attest—Jean Ludwig
FLOODWALL MAINTENANCE EASEMENT AGREEMENT

THIS FLOODWALL MAINTENANCE EASEMENT AGREEMENT ("Agreement") is entered into on this ___ day of ________, 2018, by and between Roquette America, Inc. (hereafter referred to as "Grantor"), and the City of Keokuk, Iowa, a municipal corporation (hereafter referred to as "Grantee").

1. The Grantor is the owner of certain real property (the "Property") situated in the City of Keokuk, Lee County, State of Iowa and more particularly described as follows:

   SEE EXHIBIT A

The parcel identification number of the above described real estate is commonly known as:

04521361530090 & 044521352560040
Keokuk, Lee County, State of Iowa

2. Pursuant to that certain Joint Agreement dated November 1, 1994 (the "Joint Agreement"), by and among Grantor, Grantee, and the County of Lee, Iowa (the "County"), a certain structural concrete retaining wall, together with an earthen levee and embankment slope for lateral support (collectively, the "Original Floodwall") was constructed on certain real property located generally to the east of and adjacent to the Property. Pursuant to the Joint Agreement, Grantee has agreed to undertake maintenance of and improvements to the Original Floodwall.

3. After the construction of the Original Floodwall, in or about the year 2006, Grantor, with the consent of the Grantee, removed a portion of the earthen levee making up part of the Original Floodwall, and constructed on the Property an additional floodwall (the "Floodwall Addition"), located generally to the west of and adjacent to the Original Floodwall. The Floodwall Addition has been subsequently maintained, repaired, or altered by Grantor in accordance with plans and specifications on file with Grantee's Public Works Department. The Floodwall Addition is shown on and further described on EXHIBIT B attached hereto.

4. So as to allow Grantee to conduct and coordinate operations in the event of flooding, Grantor does hereby grant and convey unto the Grantee, and its agents, contractors, and employees, a perpetual, non-exclusive easement (the "Easement") upon and across that portion of the Property described on EXHIBIT B (the "Easement Area") to construct, operate, inspect, repair, replace, rework, and maintain the Floodwall Addition, or other appurtenances thereunder required. Ownership of the Floodwall Addition shall remain the property of Grantor and Grantor warrants that it shall maintain the Floodwall Addition to such standards as required by applicable law. Ownership of the Original Floodwall shall remain the property of Grantee and Grantee warrants that it shall maintain the Original Floodwall to such standards as required by applicable law.

5. This Easement is granted in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor. The Easement granted in this Agreement shall be in perpetuity from the date hereof.

6. The Grantor shall have and retain all rights to the use and occupation of the Property, except as herein expressly granted and provided; however, such use and occupation by the Grantor shall not be unnecessarily interfered with by any construction or maintenance work performed under this Agreement.
7. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure, or obstruct any improvements made by Grantor on the Easement Area, including but not limited to the Floodwall Addition, or the grade, elevations, and contours, or any part thereof, and will not obstruct or interfere with said Grantee, its employees, agents, contractors or subcontractors, in the exercise of any rights, privileges, or authorities hereby given and granted, however this shall not apply to any work done to maintain the levee wall and its appurtenances as described in this Agreement.

8. Grantee shall not permit any lien to accrue or become established against the Property or any improvements thereon for any labor or materials in connection with work performed on the Property at the direction or sufferance of the Grantee.

9. This Agreement shall run with the land and be binding not only upon Grantor, but also upon Grantor's successors, assigns, heirs, devisees, lessees, and all other successors in interest to the Property or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall continue and survive subsequent to the lifetime of Grantor. All rights herein granted to Grantor shall run for the benefit of and may be exercised by Grantor's successors, assigns, heirs, devisees, lessees and duly authorized officers, representatives and agents.

10. Grantee's obligations under this Agreement, including any interest in this Agreement, shall not be assigned without the prior written consent of Grantor.

11. Grantee shall hold Grantor free, harmless, and indemnified from liability, claims, loss, demands, lawsuits, causes of actions, penalties, fines, attorney's fees, and liens arising from any work, operations, or activity performed or allowed by Grantee, pursuant to this Agreement.

FOR THE GRANTOR:

Dated this ___ day of ______________, 2018

________________________________________
President, Roquette America, Inc.
(Grantor)

STATE OF IOWA,  
COUNTY OF LEE  

On this ___ day of ___________, 2018, before me, a Notary Public in and for the said county, personally appeared __________________________, to me known to be the persons named in and who executed the foregoing instrument on behalf of Roquette America, Inc., and acknowledged that he/she/they executed the foregoing as an authorized voluntary act and deed therefor.

________________________________________
Notary Public

(Seal)
FOR THE GRANTEE:

Dated this ___ day of ______________, 2018

Thomas L. Richardson, Mayor of the City of Keokuk
(Grantee)

(Seal of the City)

STATE OF IOWA,  )
COUNTY OF LEE  )

On this _____ day of __________, 2018, before me, a Notary Public, in and for said county, personally appeared Thomas L. Richardson, to me personally known, who being by me duly sworn did say that that person is Mayor of the City of Keokuk, and that said instrument was signed on behalf of the said City acting with the appropriate authority, and the above named officer, Thomas L. Richardson, acknowledged the execution of said instrument to be the voluntary act and deed of said City of Keokuk, by it voluntarily executed.

(Seal)

Notary Public
EASEMENT EXHIBIT "A"
FLOODWALL MAINTENANCE EASEMENT
CITY OF KEOKUK, IOWA

LEGAL DESCRIPTION - FLOOD CONTROL MAINTENANCE EASEMENT

A portion of Blocks 12, 13 and 14, Reid's Addition to the City of Keokuk, Lee County, Iowa, and a portion of Railroad Street ROW and "K" Street ROW, described as follows:
Beginning at the intersection of the NW corner of vacated Commercial Street ROW and the East ROW line of "K" Street;
Thence S 8° 16′ 13″ W - 40.42 feet to the south ROW line of vacated Commercial Street;
Thence S 89° 59′ 58″ E - 32.88 feet along said south line;
Thence S 20° 23′ 56″ E - 52.91 feet;
Thence S 69° 36′ 04″ W - 78.31 feet;
Thence S 18° 31′ 39″ E - 34.69 feet;
Thence N 90° 00′ 00″ E - 861.95 feet, to a point lying within Lot B, said Block 12;
Thence S 0° 08′ 24″ W - 40.00 feet, to a point lying within said Railroad Street ROW;
Thence S 90° 00′ 00″ W - 890.64 feet;
Thence N 18° 31′ 39″ W - 116.67 feet, to the west ROW line of "K" Street;
Thence N 8° 16′ 13″ E - 78.19 feet, along said west line;
Thence N 90° 00′ 00″ E - 66.69 feet, to the Point of Beginning.

Said Easement contains 47,550 sf or 1.09 acres.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me and by my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Thomson A. Anthony

Surveyor's Signature

STATE OF IOWA
COUNTY OF LEE
In the above and proper inferior court, I certify that the premises more fully described in the within documents, being a part of said Township, are accurately shown and described.

Thomson A. Anthony
Surveyor

Survey Date: December 31, 2018

Scale: 1″ = 80′

SHPE 205 #38132

Sheet 1 of 1
TO: Mayor and Council
FROM: Cole S. O’Donnell
DATE: December 3, 2018
RE: Administrator’s Report

1. Budget: I am attaching the budget schedule for FY 19/20. Council Budget Hearings are to be scheduled between January 21st and February 1st. I have not set exact dates as I do not yet know your preference for days and times.

2. Snow Storm Response: Our street crews responded promptly to the snow fall this last week. As the snow began to accumulate, the plows were out on the main roads. I asked staff members who was to issue a weather emergency. The response was that We do not issue weather emergencies.

A snow or weather emergency is used to help get cars of streets so that plowing is easier and more efficient. We have designated snow routes, but none are marked. We allow cars to park on either side of a street during snow emergencies. The result is streets that are half plowed.

I would like to discuss changes to the weather emergency ordinance that would help to make plowing more effective and efficient. Some changes could include odd/even parking days, citations instead of towing, and 24 hour notification of a snow emergency. Any changes should reflect an effort to improve services.

3. Police Recruitment Webinar: Chief Hinton and I were part of an ICMA webinar on recruitment of police officers. The problem of low numbers of applicants for police officer is a nation wide problem. The webinar focused on what communities wanted in candidates and what is used to recruit candidates. The session was informative and the Chief and I came away with a few ideas.