AGENDA
COUNCIL WORKSHOP
November 1, 2018
5:30 P.M.

(1) Review council meeting agenda.

(2) Discussion on possible loan guarantee for Community Daycare.
To: Mayor and Council
FROM: Cole S. O’Donnell
DATE: October 29, 2018
RE: Work Session Notes

As you know, Rosie Posie day care closed its doors a few weeks ago. The impact to the community was the loss of 33 jobs and 100 families without daycare. Shelley Oltmans is spearheading a community effort to open a new daycare in the same location as Rosie Posie. This will be done through a nonprofit organization.

As a community daycare, Shelley is looking for partnerships. Keokuk Schools will be providing some services to help with curriculum and advise on the subsidized meal program. The YMCA was approached about the concept but are not in a position to assist at this time.

The plan is to purchase certain equipment from Rosie Posie and to have a similar number of trained personnel. In order to do this, the organization will need operating capital. Fund raising will hopefully secure the bulk of the funding, but a line of credit will need to be established in an amount up to $50,000. The bank is requiring a guarantee for the loan. In other cities a public entity has pledged security. The school district would be prohibited by state law from providing the guarantee. Shelley is asking the City to consider being a co-signer to the loan.

At the workshop, Shelley will present the budget, fundraising goals, and organizational plan for your information.
1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor’s Correspondence:
5. Citizen’s Request.
6. Consent Agenda.
   - Minutes of the Civil Service Commission meeting of October 13, 2018;
   - Certified Entry Level test results for the Keokuk Police Department;
   - Minutes of the Council Workshop and regular City Council meeting of October 18, 2018;
   - Resolution approving a Liquor License for Los Tapatios Restaurant, 706 Main Street, effective November 2, 2018 – Class C Liquor License with Sunday (pending dram);
   - Re-appointment of Jerry Lawson to the Airport Commission, term to expire October 20, 2023;
   - Re-appointment of Ted Elting to the Rand Park Pavilion Commission, term to expire October 22, 2021;
   - Appointment of Michael Albright to the Rand Park Pavilion Commission, term to expire October 22, 2023;
   - Appointment of Sandra Pollitt to the Board of Adjustment, term to expire April 1, 2023;
   - Resignation of Terry Dobson from the Airport Commission, effective immediately;
   - Appointment of Rick Michaelsen to the Airport Commission to fill the remainder of Terry Dobson’s term, term to expire October 22, 2022;
   - Motion to pay the bills and transfers listed within Register No.’s 5031-5033;
7. Motion to approve the initial reading of Ordinance No. 1988 Amending Title 7 of the Municipal Code and adopting the language and authorizing the City Council to set Licensing fees by separate resolution.
8. Consider resolution establishing an annual license fee(s) for dogs, cats and reptiles.
9. Consider resolution approving electrical line utility easement with ITC.
10. Consider resolution adopting a record retention policy for the City of Keokuk.
11. Motion for approval of Change Order #3 for the Sanitary Sewer Rehabilitation Project – Phase 1.
12. Motion for approval of Change Order #4 for the Sanitary Sewer Rehabilitation Project – Phase 1.
13. Motion for approval of Change Order #5 for the Sanitary Sewer Rehabilitation Project – Phase 1.

14. Staff Reports:

15. New Business:

16. Adjourn meeting.
October 13, 2018, a meeting of The Civil Service Commission was called to order by Chad Campbell at 11:21 AM on clock.

We have been advised that a police officer wishing to take a written promotional test will be out of town attending mandatory basic narcotics investigative training, causing him to miss two of the scheduled dates.

The officer is asking if he can take make up tests, which is what Chief Hinton is recommending. The first test to be given is the detective test, and one cannot take the next test without passing the first.

A motion was made by Lisa Jett and seconded by Chad Campbell to allow this officer an opportunity to take the Tests at a later date.
All in favor - three ayes.

A motion was made by Lisa Jeffers and seconded by Chad Campbell to adjourn the meeting.

All in favor - three ayes.

The meeting was adjourned at 11:22am

Chad Campbell

Lisa Jeffers

Lee Ann Shaffer-Smith
CITY OF KEOKUK
CIVIL SERVICE COMMISSION

October 15, 2018

As a result of regional testing held October 13, 2018 at Keokuk Senior High School, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department.

Jacob Riley *
Adam Derr *

Dated at Keokuk, Iowa, this 15 day of October, 2018.

Chad Campbell
Keokuk Civil Service Commission

* Denotes military service
(1) Review council meeting agenda.

(2) Discussion on residency requirements for City employees.

(3) Meeting adjourned at 6:25 p.m.
The City Council of the City of Keokuk met in regular session on October 18, 2018 at 6:30 p.m. in the City Council Chambers, 415 Blondeau Street. Mayor Thomas L. Richardson, called the meeting to order. There were eight council members present, one absent. Mike O’Connor, Ron Payne, Devon Dade, John Helenthal, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Mike Moore was absent. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig, Public Works Director Mark Bousselot, Community Development Director Pam Broomhall and Police Chief Dave Hinton.

**MAYOR’S CORRESPONDENCE:** The Mayor announced several upcoming events. Check the City’s website and local advertising for details.

Motion made by Helenthal, Second by O’Connor to approve the agenda, including the consent agenda. (8) AYES, (0) NAYS. Motion carried.

- Minutes of the Civil Service Commission meeting of September 29, 2018;
- Minutes of the regular City Council meeting of October 4, 2018;
- Receive Council Reports for September 2018;
- **RESOLUTION NO. 147-18:** Approving a Liquor License for Columbian Room, 11 North 6th Street, effective October 23, 2018 – Class A Liquor License with Sunday;
- **RESOLUTION NO. 148-18:** Approving a Liquor License for Southside Boat Club, 625 Mississippi Drive, effective October 31, 2018 – Class A Liquor License with Outdoor Service and Sunday Sales;
- Resignation of Annette Peevler from the Rand Park Pavilion Commission, effective December 31, 2018;
- Approve a Sidewalk Display Permit for Watering Can, LLC, 926 Main Street;
- Motion to pay the bills and transfers listed within Register No.’s 5028-5030;

Mayor Richardson opened the public hearing at 6:36 p.m. for CDBG for the Sanitary Sewer Rehabilitation CIPP Project. A public hearing notice was published in the Daily Gate City on October 9, 2018.

**COMMENTS:** Susan Coffey, SEIRPC Project Administrator read a statement on the Community Development Block Grant for the Sanitary Sewer Rehabilitation project. No
other comments were received and Mayor Richardson closed the public hearing at 6:40 p.m.

Mayor Richardson opened the public hearing at 6:41 p.m. to review an application for a SRF loan for the Rand Park Storm Sewer Tunnel Project. A public hearing notice was published in the Daily Gate City on September 18, 2018.

**COMMENTS:** Susan Coffey of SEIRPC read a statement regarding the Iowa State Revolving Fund Environmental Information Document for the Rand Park Tunnel project. No other comments were received and Mayor Richardson closed the public hearing at 6:56 p.m.

Motion made by Dunek, Second by Mortimer to approve the following proposed **RESOLUTION NO. 149-18:** “A RESOLUTION APPROVING ENVIRONMENTAL COVENANT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Mortimer to approve the following proposed **RESOLUTION NO. 150-18:** “A RESOLUTION ADOPTING REVISED PURCHASING POLICY FOR THE CITY OF KEOKUK.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Payne to approve giving the Park and Rec Board $5,000.00 for the restoration of the General Curtis Statue. (8) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** City Administrator O’Donnell gave a report on the following: Flood response, document disposal, City Attorney status, attending the “Salute to Industry”, and instructing a Junior Achievement class at the high school.

Motion to adjourn the meeting made by Helenthal, Second by Bryant. (8) AYES, (0) NAYS. Motion carried.

Meeting adjourn at 7:03 p.m.
RESOLUTION NO. __________

WHEREAS, Application has been made by Chaparita LLC for a Class C Liquor License with Sunday Sales for Los Tapatios Restaurant, 706 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, Chaparita LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Sunday Sales for Los Tapatios Restuarant, 706 Main Street, effective November 2, 2018, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 1st day of November, 2018.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________
JEAN LUDWIG, CITY CLERK
PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS
FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF

REGISTER NO. 5031

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$431,305.49
Amending the animal ordinance by adding reptiles to several sections regarding licensing and licensing fees.
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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ORDINANCE NO. 1988

AN ORDINANCE AMENDING TITLE 7 OF THE MUNICIPAL CODE OF THE CITY OF KEOKUK, IOWA, BY REPEALING SECTION 7.04.050 AND ADOPTING THE LANGUAGE AS REVISED BELOW AUTHORIZING THE CITY COUNCIL TO SET LICENSING FEES BY SEPARATE RESOLUTION

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

Section 1. Section 7.04.020 of the Keokuk Municipal Code is amended to read as follows:

The owner of all dogs or cats three months old or older shall annually obtain a license therefor as provided in this chapter. The owner of all reptiles shall annually obtain a license therefor as provided in this chapter and not more than thirty days after the owner acquires the reptile.

Section 2. Section 7.04.030 of the Keokuk Municipal Code is amended to read as follows:

The owner of a dog or cat for which license is required shall, at three months age, apply for license to the animal control officer. The owner of a reptile for which license is required shall apply for license to the animal control officer not more than thirty days from the date the owner acquires the reptile. Thereafter, renewal of such license shall be on or before the anniversary date of such license or within a thirty-day period following expiration of such license, and shall apply to each dog or cat or reptile owned.

Section 4. Section 7.04.040 of the Keokuk Municipal Code is amended to read as follows:

Subject application shall be in writing on blanks provided by the animal control officer and shall state the breed, sex, age, color, markings and name, if any, of the dog or cat or reptile, and the address and phone number of the owner. For licensing of a dog or cat, such application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog or cat shall be revaccinated.

Section 5. Section 7.04.050 of the Keokuk Municipal Code is repealed and replaced by a new Section 7.04.050 to read as follows:

Licensing fees for dogs and cats three months old or older and reptiles shall be established by separate resolution.

Section 6. Section 7.04.090 of the Keokuk Municipal Code is amended to read as follows:
The animal control officer or a designated representative, may upon receipt of application, payment of license fee, and proof of vaccination required under this Code and any state or federal Code, issue or mail to the applicant a license. For a dog or cat, the license shall be in the form of a metal tag. For a reptile, the license shall be in the form of an official certificate, signed by the animal control officer or a designated representative.

Section 7. Section 7.04.110 of the Keokuk Municipal Code is amended to read as follows:

All licenses shall expire on the anniversary date of the year following the date of issuance, and a license tag issued for one dog or cat or reptile shall not be transferable to another dog or cat or reptile.

Section 8. Section 7.04.140 of the Keokuk Municipal Code is amended to read as follows:

All license fees for dogs or cats or reptiles become delinquent one month after the expiration date on which they are due and payable, and a penalty of two dollars shall be added to each unpaid license on and after that date.

Section 9. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 10. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

Passed this 1st day of November, 2018.

By: ________________________ Attest by: ________________________
    Tom Richardson, Mayor               Jean Ludwig, City Clerk

ATTEST:
I, Jean Ludwig, City Clerk of the City of Keokuk, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance, passed by the City Council of said City at a meeting held on November 1, 2018 and published as provided by law in the ________________ on ____________, 2018.

______________________, City Clerk
COUNCIL ACTION FORM

Date: October 26, 2018
Presented By: Broomhall

Subject: Resolution setting animal license fees
Agenda Item:

Description:
Setting licensing fees for dogs, cats and reptiles.

FINANCIAL

Is this a budgeted item? YES [ ] NO [x] 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:
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. ____________

A RESOLUTION ESTABLISHING AN ANNUAL LICENSE FEE(S) FOR DOGS, CATS & REPTILES

WHEREAS, on November 4, 2018 the Keokuk City Council passed an ordinance allowing dogs, cats, and reptiles to be licensed animals within the City of Keokuk City limits; and

WHEREAS, the Municipal Code of the City of Keokuk provides in Section 7.04.050 that the Keokuk City Council shall establish fees for annual licensing for dogs, cats and reptiles within the corporate limits of the City of Keokuk by resolution, and

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

THAT, the following dog, cat, and reptile licensing fees are hereby in effect:

- Annual license fee shall be ten (10) dollars for each neutered male dog or cat and spayed female dog or cat.
- Annual license fee shall be twenty-five (25) dollars for a dog or cat that has not be spayed or neutered.
- Annual license fee for any reptile shall be twenty-five (25) dollars.

AND, that pursuant to Section 7.04.140 of the Keokuk Municipal Code, all license fees for dogs or cats or reptiles become delinquent one month after the expiration date on which they are due and payable, and a penalty of two dollars shall be added to each unpaid license on and after that date.

Passed this 1st day of November, 2018.

By: ____________________________  Attest by: ____________________________
   Tom Richardson, Mayor                  Jean Ludwig, City Clerk

ATTEST:
I, Jean Ludwig, City Clerk of the City of Keokuk, Iowa, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings the above was adopted.

______________________________, City Clerk
ITC Midwest is upgrading its lines by raising them and increasing the capacity. This is necessary to increase the capacity out of the Keokuk Hydroelectric Plant. The upgrade will include replacement of current wooden poles with galvanized poles. The route for the upgrade will be from the substation on Carbide Ln going west to Plank, Plank to Messenger, across Middle Rd to Hazlehurst, Hazlehurst to the river front, riverfront to the Keokuk Hydro substation. This project will completed in existing utility easements until it reaches the river front. At this point ITC is requesting an easement within city property down the bluff from Rand Park. ITC will compensate the City approximately $19,800 for the easement.

As ITC will be changing the height of the poles, the Board of Adjustment had to approve the change. They did so on March 20, 2018.
COUNCIL ACTION FORM

Any previous Council actions:

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Recommendation:

Staff recommends adoption of the resolution approving the utility easement with ITC.

Required Action

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

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ______________________

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RESOLUTION NO. ______

A RESOLUTION APPROVING ELECTRICAL LINE EASEMENT

WHEREAS, ITC Midwest LLC, a Michigan limited liability company, is upgrading utility poles and transmission lines; and

WHEREAS, ITC Midwest LLC seeks an permanent easement from the City of Keokuk, Iowa as part of the upgrade project; and

WHEREAS, said easement is legally describe as:

Premises: A certain tract of land, containing approximately nine (9) acres, situated within the corporate limits of the City of Keokuk in the County of Lee and State of Iowa, more particularly described by commencing at the most northerly corner of Lot twenty seven (27) in Block forty five (45) in Mason's Upper Addition to the City of Keokuk and from said point continuing in a northeasterly direction along a course which would coincide with an extension northeasterly of the southeasterly line of Fifteenth Street in said City of Keokuk and extending to the westerly line of the relocated right of way for the Chicago, Burlington and Quincy Railroad Company; thence continuing in a northwesterly direction along said westerly line of said relocated right of way for the Chicago, Burlington and Quincy Railroad Company and extending to the intersection of the same with the Anschutz Hill Road (which road extends in a northerly direction from Rand Park in said City of Keokuk until the same reaches the westerly line of said relocated right of way for said Railroad Company, and thereafter runs adjacent and parallel to said relocated right of way for said Railroad Company; thence in a southerly direction along the line of said Anschutz Hill Road and extending to a point near the most northerly corner of Rand Park and to a point known as property monument Number sixty-three (63) of the Mississippi River Power Company; thence following the division line between the property of said City of Keokuk and the said Mississippi River Power Company and through property monuments of the said Mississippi River Power Company numbered sixty-two (62), sixty-one (61), fifty-five (55), fifty-four (54), and fifty-three (53); and from thence in a direct line to the place of beginning at the most northerly corner of Lot twenty seven (27) in Block forty five (45) in Mason's Upper Addition to the City of Keokuk.

[Note: The above-described land lies in Section Twenty-four (24), Township Sixty-five (65), Range Five (5) West of the 5th P.M.]

Easement Area: The Easement Area being a strip of land 50 feet in width, being 25 feet either side of a center line as determined by the placement of new or existing structures on or adjacent to the Premises.

WHEREAS, ITC Midwest LLC agrees to compensate the City of Keokuk, Iowa for said easement in the amount of $19,835.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Electrical Line Easement legal described as:

Premises: A certain tract of land, containing approximately nine (9) acres, situated within the corporate limits of the City of Keokuk in the County of Lee and State of Iowa, more particularly described by commencing at the most northerly corner of Lot twenty seven (27) in Block forty five (45) in Mason's Upper Addition to the City of Keokuk and from said point continuing in a northeasterly direction along a course which would coincide with an extension northeasterly of the southeasterly line of Fifteenth Street in said City of Keokuk and extending to the westerly line of
the relocated right of way for the Chicago, Burlington and Quincy Railroad Company; thence continuing in a northwesterly direction along said westerly line of said relocated right of way for the Chicago, Burlington and Quincy Railroad Company and extending to the intersection of the same with the Anschutz Hill Road (which road extends in a northerly direction from Rand Park in said City of Keokuk until the same reaches the westerly line of said relocated right of way for said Railroad Company, and thereafter runs adjacent and parallel to said relocated right of way for said Railroad Company; thence in a southerly direction along the line of said Anschutz Hill Road and extending to a point near the most northerly corner of Rand Park and to a point known as property monument Number sixty-three (63) of the Mississippi River Power Company; thence following the division line between the property of said City of Keokuk and the said Mississippi River Power Company and through property monuments of the said Mississippi River Power Company numbered sixty-two (62), sixty-one (61), fifty-five (55), fifty-four (54), and fifty-three (53); and from thence in a direct line to the place of beginning at the most northerly corner of Lot twenty seven (27) in Block forty five (45) in Mason's Upper Addition to the City of Keokuk.

[Note: The above-described land lies in Section Twenty-four (24), Township Sixty-five (65), Range Five (5) West of the 5th P.M.]

Easement Area: The Easement Area being a strip of land 50 feet in width, being 25 feet either side of a center line as determined by the placement of new or existing structures on or adjacent to the Premises.

is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk shall record said Electrical Line Easement with Lee County, Iowa.

PASSED, APPROVED, AND ADOPTED this 1st day of November, 2018.

_____________________________
Mayor – Thomas L. Richardson

ATTEST:

_____________________________
Jean Ludwig
ELECTRIC LINE EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, City of Keokuk, 415 Blondeau Street, Keokuk, IA 52632 (“Grantor”), does hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377 (“Grantee”) (collectively, the “Parties”) a perpetual, permanent easement (“Easement”), upon, under, over and across the “Easement Area” within the “Premises” as described below and shown on Exhibit A, together with all the rights and privileges for the full enjoyment or use thereof for the purpose described below.

Premises: A certain tract of land, containing approximately nine (9) acres, situated within the corporate limits of the City of Keokuk in the County of Lee and State of Iowa, more particularly described by commencing at the most northerly corner of Lot twenty seven (27) in Block forty five (45) in Mason's Upper Addition to the City of Keokuk and from said point continuing in a northeasterly direction along a course which would coincide with an extension northeasterly of the southeasterly line of Fifteenth Street in said City of Keokuk and extending to the westerly line of the relocated right of way for the Chicago, Burlington and Quincy Railroad Company; thence continuing in a northwesterly direction along said westerly line of said relocated right of way for the Chicago, Burlington and Quincy Railroad Company and extending to the intersection of the same with the Anschutz Hill Road (which road extends in a northerly direction from Rand Park in said City of Keokuk until the same reaches the westerly line of said relocated right of way for said Railroad Company, and thereafter runs adjacent and parallel to said relocated right of way for said Railroad Company; thence in a southerly direction along the line of said Anschutz Hill Road and extending to a point near the most northerly corner of Rand Park and to a point known as property monument Number sixty-three (63) of the Mississippi River Power Company; thence following the division line between the property of said City of Keokuk and the said Mississippi River Power Company and through property monuments of the said Mississippi River Power Company numbered sixty-two (62), sixty-one (61), fifty-five (55), fifty-four (54), and fifty-three (53); and from thence in a direct line to the place of beginning at the most northerly corner of Lot twenty seven (27) in Block forty five (45) in Mason’s Upper Addition to the City of Keokuk.

[Note: The above-described land lies in Section Twenty-four (24), Township Sixty-five (65), Range Five (5) West of the 5th P.M.]
Easement Area: The Easement Area being a strip of land 50 feet in width, being 25 feet either side of a center line as determined by the placement of new or existing structures on or adjacent to the Premises.

1. **Grant of Rights.** The Easement includes the following rights:

   (i) the right, privilege and authority to construct, reconstruct, maintain, upgrade, operate, repair, patrol, replace, relocate and remove an overhead electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all corporate purposes (the “Electric Lines”) within the Easement Area;

   (ii) the right to enter upon the Premises to conduct surveys, including environmental surveys, and soil engineering testing for the Electric Lines;

   (iii) the right of ingress and egress over and across the Premises to the Easement Area for any of the Easement purposes stated herein, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion, together with the right to construct a temporary road, at Grantee’s sole expense, across the route used for ingress and egress, provided that upon the later of Grantee’s determination that a temporary road is no longer necessary and Grantor’s request to remove, Grantee shall restore any temporary road area to its condition at the time of entering into this Agreement;

   (iv) the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee’s sole and absolute discretion, together with the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush on the Premises to the extent reasonably necessary to permit the construction, reconstruction, maintenance, upgrade, operation, repair, patrol, replacement, relocation, removal, or use of the Electric Lines or which in falling might touch the Electric Lines; and

   (v) the right to extend any or all of the rights granted in this Easement to another entity or person.

2. **Reserved Rights.** Grantor reserves the right to cultivate, use, install and maintain field tiles or other drainage apparatuses used for farming, and occupy the Easement Area in a manner that is not inconsistent with Grantee’s rights granted herein, such inconsistency to be determined by Grantee in its reasonable judgment, provided that Grantor shall not perform any act which will interfere with or endanger the Electric Lines.

   (i) Grantee acknowledges that Grantor is under an Administrative Order from the United States Environmental Protection Agency (“EPA”) regarding the schedule and effectiveness of its storm water separation project, which may require the construction of an outfall structure and stormwater diversion tunnel ("Grantor's Project") in proximity to, upon or under the Easement Area. Nothing in this Easement shall interfere with Grantor’s right to construct Grantor’s Project and use of the access road for the construction of Grantor’s Project.

3. **Consideration.** Grantee shall pay to Grantor, as good and valuable consideration, the sums shown in Exhibit A attached.
4. **Survey.** For one hundred eighty (180) days after completion of construction of the transmission line, Grantee shall have the right, but not the obligation, to supplement Exhibit A with a new Exhibit A-1 that will show the exact size and location of the Easement Area as determined by survey of the legal description set forth above. The survey shall be in such form and content as is acceptable to both Parties. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, upon agreement of Grantor, to file Exhibit A-1 by affidavit, to amend this Easement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Easement, and to record or re-record such affidavit, amendment or Easement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Easement.

5. **Damages and Repair.** Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct. Consistent with Iowa Code and as provided in Grantee's most current damages statement, Grantee shall:

(i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Easement;

(ii) repair or replace, at Grantee's sole expense, any property damaged, including but not limited to any actual damage done to drain tiles, farming equipment, other City property, or other third-party property (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Easement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor or third-parties for the actual and reasonable cost of such repair or replacement; and

(iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the Electric Lines, Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Easement.

6. **Structures, Trees, Permitted Fences.** Grantor shall not erect any buildings, structures or other objects, permanent or temporary, (collectively referred to herein as "Structures") upon the Easement Area, without the express written permission of the Grantee. Grantor further agrees not to plant any trees or shrubs within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Grantee may remove any existing Structures from the Easement Area, to the extent said structures interfere with Grantee's rights under this Easement. In addition, Grantee may remove any prohibited future Structures from the Easement Area with prior written notice to the Grantor articulating the reasons why removal is necessary in order to protect the Grantee's rights under this Easement. To the extent such removal is necessary, grantees shall have no responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.
7. **Public Improvements.** Grantor further reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines other than field tiles/drainage apparatuses for farming (hereinafter called “Public Improvements”), the portion of said Easement Area not occupied by the structures supporting Grantee’s electric system, provided that said Public Improvements do not impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or successors must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.

(i) As provided in Paragraph 2(i) above, due to the planned construction of Grantor’s Project in compliance with an Administrative Order from the EPA, the Parties agree that Grantee shall ensure its plans for the Electric Lines do not materially interfere with Grantor’s access to, or construction of Grantor’s Project. The Parties agree to meet and confer to ensure Grantee’s Electric Lines do not interfere with Grantor’s Project and that Grantor shall have necessary access to complete that project. This Easement is conditioned upon said agreement. The Parties understand and agree that there is an existing transmission line owned by Grantee that Grantor has considered in the design of Grantor’s Project. Grantee agrees it has reviewed and understands the design of Grantor’s Project and agrees Grantor may construct the features as described therein. Grantee understands the features will be installed near, upon and under the Easement Area and Electric Lines. Grantee shall accommodate the Grantor’s Project at its own cost, if any. Grantor shall have the right to use the proposed access road on the Premises as described above for the purpose of the construction and perpetual maintenance of Grantor’s Project and any other adjacent infrastructure owned by Grantor.

8. **Grantor Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic’s liens, harvester’s liens, miner’s liens, landlord’s liens, attorney’s liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement.

9. **Integration/Severability.** It is agreed and understood that this Easement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Easement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Easement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Easement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under the Easement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement, in law or in equity.
10. **Captions.** The captions contained in this Easement are inserted for convenience only and are not intended to be part of the Easement. They shall not affect or be utilized in the construction or interpretation of the Easement.

11. **Governing Law.** Grantee covenants to observe all applicable federal, state, and local laws and applicable industry standards relative to the construction of any structures on the easement, and in the manner it behaves on the easement. Nothing in this agreement shall absolve Grantee from its obligations at law to Grantor and to members of the public. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Iowa.

12. **Resolution of Disputes.** Disputes under this Easement which cannot be resolved informally, shall first be submitted to a mediator mutually agreeable to the Parties prior to any party proceeding to the District Court or other tribunal. Resolution of disputes under this Easement shall be resolved under the laws of the state of Iowa.

13. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

14. **Perpetual Conveyance.** This conveyance shall be permanent, shall run with the land and shall be binding upon the parties’ successors, personal representatives, heirs, and assigns.

15. **Right of Cancellation.** Grantor shall have the right to cancel this Easement by mailing to Grantee a notice of cancellation by certified mail, with return receipt requested, to Grantee’s principal place of business. Said notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday, of the date of this agreement, Grantor acknowledges that by signing this Easement, it has been notified by Grantee of its right to cancel this Easement and acknowledges receipt from Grantee of a duplicate copy of the “Notice of Cancellation.” Grantee agrees that it will not record this agreement until after the cancellation period has expired. This right of cancellation may be exercised only once for this transmission line project.

IN WITNESS WHEREOF, Grantor has executed and delivered this agreement and the agreement shall be dated as of the date of Grantor’s execution of the agreement.

GRANTOR:

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STATE OF ____________ )
)ss:
COUNTY OF ____________ )
This instrument was acknowledged before me on this ___ day of _____________, 20__ by ____________________________ as ____________________________ of the City of Keokuk.

Notary in and for the State of ____________

STATE OF _______________ )
COUNTY OF _______________ )ss:

This instrument was acknowledged before me on this ___ day of _____________, 20__ by ____________________________ as ____________________________ of the City of Keokuk.

Notary in and for the State of ____________
COUNCIL ACTION FORM

Date: 11-1-2018
Presented By: LUDWIG

Subject: RECORD RETENTION POLICY
Agenda Item: ________________

Description:
Staff has determined the need to have a record retention policy in place to provide guidance in controlling record storage. The Iowa League of Cities has prepared a Record Retention Policy for Iowa Cities for such purposes.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☑

Line Item #: ________________ Title: ________________

Amount Budgeted: ____________________________

Actual Cost: ________________________________

Under/Over: _________________________________

Funding Sources:
___________________________________________________________________________
___________________________________________________________________________

Departments:
Mayor / Clerk
Public Works

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

Any previous Council actions:

Action

Date

Recommendation:
Staff recommends passing a resolution to use the Iowa League of Cities Record Retention Policy for controlling record storage for the City of Keokuk.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:
Staff also recommends contracting with the Shred-it Company to safely dispose of approximately 100 boxes of unneeded documents

MOTION BY: __________________________  SECONDED BY: __________________________

TO

CITY COUNCIL VOTES

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RESOLUTION No. ________

A RESOLUTION ADOPTING A RECORD RETENTION POLICY FOR THE
CITY OF KEOKUK

WHEREAS, the City of Keokuk desires to maintain control of document storage areas and to establish guidelines to ensure efficient use of said storage areas; and

WHEREAS, records should facilitate the efficient, economical operation of municipal government, not impede it; and

WHEREAS, The Iowa League of Cities has produced a Record Retention Manual for Iowa Cities in conjunction with the State Historical Society of Iowa’s State Archives and Records Bureau and Iowa Municipal Finance Officers Association;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Iowa League of Cities Record Retention Manual for Iowa Cities bearing a date of October, 2012, is hereby adopted.

Passed this 1st day of November, 2018

_________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ____________________________
JEAN LUDWIG, CITY CLERK
COUNCIL ACTION FORM

Date: 10/25/18
Presented By: Mark Bouselot

Subject: Sanitary Sewer Rehabilitation CO #3
Agenda Item: ________________

Description:

Change Order #3 - This Change Order is for work on an 18" clay sewer that was not able to be televised until the first identified repair was corrected. After making the first repair, the remaining sewer line was televised. The remaining sewer needed an additional 30' of line replaced. In addition the remaining line was added to the sewer lining project. For a liner to be installed another manhole was required at the other end of the line.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 614 - 8019 - 6767
Title: Capital Improvement - CSO

Amount Budgeted: $14,000,000.00

Actual Cost: $1,431,194.91 after CO # 2

Under/Over: $38,630.00

Funding Sources:
CSO Capital Projects

departments:
Sewer Reserves

Is this item in the CIP? YES ☑ NO ☐

CIP Project Number: ________________
COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approval of Change Order #3 for the Sanitary Sewer Rehabilitation Project - Phase 1

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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10-25-2018

SANITARY SEWER REHABILITATION – PHASE 1
KEOKUK, IOWA

CHANGE ORDER NO. 3

Change Order No. 3 is for the following modifications to the project:

1. Delete Open Cut Point Repair (Bid Item 1.4)
   a. <10' Deep
   b. ≥10' Deep

   1 Ea. @ $7,000/Ea. $ (7,000.00)
   1 Ea. @ $10,800/Ea. $ (10,800.00)

2. Delete Sewer Pipe in Open Cut (Bid Item 1.5)
   a. 6"-12" Pipe PVC
   b. 15"-24" Pipe PVC

   -18 LF @ $15/LF $ (270.00)
   -10 LF @ $100/LF $ (1,000.00)

3. Additional Open Cut Point Repair (Bid Item 1.4)
   a. ≥10' Deep

   3 Ea. @ $10,800/Ea. $ 32,400.00

4. Additional Sewer Pipe in Open Cut (Bid Item 1.5)
   a. 6"-12" Pipe PVC
   b. 15"-24" Pipe PVC

   70 LF @ $15/LF $ 1,050.00
   30 LF @ $100/LF $ 3,000.00

5. Manhole Installation (Bid Item 1.10)
   a. Manhole 4163E

   25 VF @ $850/VF $ 21,250.00

6. Extend the contract completion date to November 21, 2018
   due to the additional point repairs.

   LS $ 0.00
   Total: $ 38,630.00

Change Order No. 3 increases the contract amount by $ 38,630.00.

D & L EXCAVATING, INC.

By ________________________________
Title ________________________________
Date ________________________________

CITY OF KEOKUK, IOWA

By ________________________________
Title ________________________________
Date ________________________________

ATTEST:

By ________________________________
Title ________________________________
Date ________________________________

VEENSTRA & KIMM, INC.

By ________________________________
Title Project Engineer
Date 10-25-2018

V&K Job No. 23744
COUNCIL ACTION FORM

Date: 10/25/18
Presented By: Mark Bousselot

Subject: Sanitary Sewer Rehabilitation CO #4
Agenda Item: ________________

Description:
Change Order #4 - Greenbrier - This Change Order is to abandon the existing sewer which is on private property with no easement. The relocated sewer will be placed in the platted utility easement.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 614 - 8019 - 6767
Title: Capital Improvement - CSO

Amount Budgeted: $14,000,000.00

Actual Cost: $1,469,824.91 after CO #3

Under/Over: $82,250.00

Funding Sources:
CSO Capital Projects

Departments:
Sewer Reserves

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

Any previous Council actions:

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Recommendation:

Approval of Change Order #4 for the Sanitary Sewer Rehabilitation Project - Phase 1

Required Action

ORDINANCE □ RESOLUTION □ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: _____________________  SECONDED BY: _____________________

TO ________________________________

CITY COUNCIL VOTES

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October 24, 2018

SANITARY SEWER REHABILITATION – PHASE 1
KEOKUK, IOWA

Change Order No. 4 is for the following modifications to the project:

1. Additional labor, equipment and material to relay the sanitary sewer on Greenbrier Court.
   170LF @ $215/LF $36,550.00

2. Manhole Installation (Bid Item 1.10)
   a. Manhole 9024A
   18 VF @ $850/VF $15,300.00

3. Additional labor, equipment and material to replacement pavement at new manhole site.
   250 SY @ $115/SY $28,750.00

4. Additional labor, equipment and material to connect sewer service to new sanitary sewer.
   1 Ea. @ $250/Ea. $250.00

5. Additional labor, equipment and material to abandon existing sewer line with flowable mortar.
   LS $1,400.00

Total: $82,250.00

Change Order No. 4 increases the contract amount by $82,250.00.

D & L EXCAVATING, INC.

By ____________________________
Title __________________________
Date __________________________

CITY OF KEOKUK, IOWA

By ____________________________
Title __________________________
Date __________________________

ATTEST:

By ____________________________
Title __________________________
Date __________________________

VEENSTRA & KIMM, INC.

By ____________________________
Title Project Engineer
Date 10/24/18

V&K Job No. 23744
COUNCIL ACTION FORM

Date: 10/25/18
Presented By: Mark Bousselot

Subject: Sanitary Sewer Rehabilitation CO #5
Agenda Item: ________________

Description:
Change Order #5 - Aeroway - This Change Order is to relocate the existing force main from the River Road Lift Station to a new manhole. This will allow for the existing manhole that the force main currently discharges into to be replaced. In addition, two additional repairs just outside the existing manhole will be repaired at the same time.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 614 - 8019 - 6767
Title: Capital Improvement - CSO

Amount Budgeted: $14,000,000.00

Actual Cost: $1,552,074.91 after CO #4

Under/Over: $30,440.00

Funding Sources:
CSO Capital Projects

Departments:
Sewer Reserves

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

Any previous Council actions:

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Recommendation:

Approval of Change Order #5 for the Sanitary Sewer Rehabilitation Project - Phase 1

Required Action

ORDINANCE □ RESOLUTION □ MOTION ✔ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ____________________ SECONDED BY: ____________________

TO ____________________________________________________________

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October 24, 2018

SANITARY SEWER REHABILITATION – PHASE 1
KEOKUK, IOWA

Change Order No. 5 is for the following modifications to the project:

1. Additional labor, equipment and material to relay the force main and provide an internal drop in Manhole 2046A on Aeroway Drive.
   LS $ 5,800.00

2. Manhole Installation (Bid Item 1.10)
   a. Manhole 2046A with Tar Guard Lining 16 VF @ $915/VF $ 14,640.00

3. Manhole Replacement (Bid Item 1.9)
   a. Manhole 2047 1 Ea. @ $10,000/Ea. $ 10,000.00

Total: $ 30,440.00

Change Order No. 5 increases the contract amount by $ 30,440.00.

D & L EXCAVATING, INC.
By ______________________________
Title ______________________________
Date ______________________________

CITY OF KEOKUK, IOWA
By ______________________________
Title ______________________________
Date ______________________________

ATTEST:
By ______________________________
Title ______________________________
Date ______________________________

VEENSTRA & KIMM, INC.
By ______________________________
Title Project Engineer
Date 10/24/18

V&K Job No. 23744
TO: Mayor and Council
FROM: Cole S. O’Donnell
DATE: October 30, 2018
RE: Administrator’s Report

1. LCEDG: As you may know, LCEDG eliminated the position of Executive Director. The duties of this position will be distributed to current staff and board members. To insure that Keokuk projects receive their due attention, I will be working with LCEDG staff to insure our needs are being met. LCEDG is forming a task force to explore a regional economic development effort with Burlington. I have had some experience with the regional concepts and have volunteered to jointly serve on the task force with Chamber Director Shelley Ortmans. If this is direction LCEDG would like to go, Shelley and I will work to create the proper balance among all entities.

2. Comprehensive Plan Award: The American Planning Association has awarded Keokuk and Southeast Iowa Regional Planning the 2018 Daniel Burnham Award for best comprehensive plan. The plan was singled out for design to make outcomes a reality and for the plan’s help in securing several grants. Mike Norris will attend a meeting to officially present the award.

3. Work Sessions: There are several topics we need to cover in work sessions. Staff currently only places one topic per session as the Council will review the meeting agenda during the work session. Typically, the agenda review takes at least thirty minutes. That leaves only thirty minutes for the work session topic. I am asking the Council to consider not reviewing the agenda during the work session or at least place the review at the end of the meeting and review items should we have time.