

AGENDA
COUNCIL WORKSHOP
April 4, 2019
5:30 P.M.

- (1) Review council meeting agenda.

AGENDA
CITY COUNCIL MEETING
April 4, 2019
1721 Fulton Street
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 & regular City Council meeting of March 21, 2019;
 - Minutes of the City Hall Committee meeting of March 28, 2019;
 - Sidewalk Display Permits for Joystix Rockade, Simply Home, Gate City Seed, Angelini's Pizza, Clip Shots Salon, Keokuk Area Convention & Tourism, Eckland Motors, Cahill Pribyl Jewelry & Gift, Lucky's Irish Pub & Grub;
 - Motion to pay bills and transfers listed in Register No.'s 5059-5060;
7. Consider resolution setting a public hearing for April 18, 2019 on the proposed 2019-2020 city budget.
8. Consider resolution authorizing the Mayor to sign a multiple year agreement with J & M Displays for the annual fireworks display.
9. Consider resolution approving the POS for \$ 1,800,000 (dollar amount subject to change) taxable general obligation capital loan notes, Series 2019A.
10. Consider resolution approving agreement with Iowa Economic Development Authority for Community Attraction and Tourism Grant.
11. Motion to approve a Special Events Permit for Main Street Keokuk, Inc. for Wine Over Water and Brews on the Bridge, Saturday, September 21, 2019.
12. Motion naming authorized speakers for the Keokuk Police Department Visa Card.
13. Staff Reports:
14. New Business:
15. Adjourn meeting.

MINUTES
COUNCIL WORKSHOP
March 21, 2019
5:30 P.M.

- (1) Review council meeting agenda.
- (2) Shane Rockelman representing Musicians Memorial spoke about signage for their fundraiser.
- (3) Jeff Fuller of the Rand Park Pavilion Commission made a budget request.
- (4) Kirk Bradenberger of Keokuk Convention & Tourism made a budget request.
- (5) Adjourned meeting at 6:00 p.m.

**MINUTES
CITY COUNCIL MEETING
March 21, 2019
1721 Fulton Street
6:30 P.M.**

The City Council of the City of Keokuk met in regular session on March 21, 2019 at 6:30 p.m. at 1721 Fulton Street. Mayor Thomas L. Richardson, called the meeting to order. There were six council members present, three absent. Ron Payne, Devon Dade, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Mike O'Connor, John Helenthal and Mike Moore were absent. Staff in attendance: City Clerk Jean Ludwig, Public Works Director Mark Bousset, Community Development Director Pam Broomhall and Police Chief Dave Hinton.

MAYOR'S CORRESPONDENCE: Announced Citywide Cleanup will be May 1-18th.

CITIZEN'S REQUEST: Lenny Etter spoke to the Council about entering a 3-year agreement for the purchase of fireworks with J & M Displays for the city's annual Independence Day celebration.

Motion made Greenwald, Second by Bryant to approve the agenda, including the consent agenda. (6) AYES, (0) NAYS. Motion carried.

- Minutes of the Council Workshop & regular City Council meeting of March 7, 2019;
- Cash Receipts for January 2019;
- **RESOLUTION NO. 218-19:** Approving a Liquor License for Angelini's Pizza, 1006-1008 Main Street, effective April 1, 2019 – Class C Liquor License (Beer/Wine) with Sunday Sales
- **RESOLUTION NO. 219-19:** Approving a Liquor License for Happy Joes, 205 North Park Drive, effective March 22, 2019 (pending fire inspection) - Class B Beer Permit (including Wine Coolers) with Sunday Sales;
- **RESOLUTION NO. 220-19:** Approving a Liquor License for B.P.O. Elks, Keokuk Lodge No. 106, 2200 Lincoln Avenue, effective April 1, 2019 (pending fire inspection) – Class A Liquor with Sunday Sales;
- Motion to pay bills and transfers listed in Register No.'s 5056-5058;

Motion made by Greenwald, Second by Mortimer to approve the following proposed **RESOLUTION NO. 221-19:** "A RESOLUTION APPROVING CONTRACT WITH ADVANCED SYSTEMS, INC." (6) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Payne to approve the following proposed **RESOLUTION NO. 222-19:** “A RESOLUTION APPROVING CONTRACT WITH SCANNING AMERICA.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Dunek to approve the following proposed **RESOLUTION NO. 223-19:** “A RESOLUTION TO SET THE DATE AND TIME FOR A BID OPENING AND PUBLIC HEARING ON THE KEOKUK, IOWA POLICE SHOOTING RANGE PROJECT.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Bryant to approve the following proposed **RESOLUTION NO. 224-19:** “A RESOLUTION TO SET THE 2019 AQUATIC CENTER RATES.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Mortimer to approve the following proposed **RESOLUTION NO. 225-19:** “A RESOLUTION REQUESTING TO PLACE SIGNAGE IN VICTORY PARK NEAR THE MUSICIANS MEMORIAL AND/OR 700 MAIN STREET THE WEEK OF JULY 22 THROUGH JULY 28, 2019.”

STAFF REPORTS: In the absence of City Administrator Cole O’Donnell, Mayor Richardson gave his report on the following: Insurance settlement for City Hall, named the committee for City Hall replacement, inventory contents of the old City Hall, remote internet connection for employees, Lake Cooper’s unsuccessful grant application, revised budget proceedings and update on riverfront barge.

NEW BUSINESS: Boussetot said the Iowa D.O.T. will be working on US Highway 136 in the city limits during the 2019 road construction season.

There being no further business presented, the meeting adjourned at 7:06 p.m.

The City Hall Committee of the City of Keokuk met Thursday, March 28, 2019 at the City Offices, 601 Main St, Suite 3. Members present were: Bryant, Dade, Greenwald, Payne, Boussetot, Broomhall, Ludwig, O'Donnell.

Mayor Richardson called the meeting to order at 5:30 PM.

Mayor Richardson reviewed the insurance settlement and options for the City Hall. ICAP has valued the loss at \$1,545,190 plus allowances for architect fees, code variations, and asbestos removal. The City has received \$790,521 in depreciation value. If an offsite option is chosen, ICAP will pay actual incurred cost capped at \$1,545,190. If any offsite option cost less than \$790,521, the City will receive no more but will retain any difference. Options included:

- Renovate the existing structure. The insurance company considers the foundation and shell sound and based the settlement on being able to renovate the building.
- Construct new. Limitations on this option is available property and maintaining costs within the settlement cap.
- Renovate an existing building. Several properties have already been suggested for possible acquisition and renovation. Maintaining costs within the settlement cap would be less of an issue.

Mayor Richardson reviewed several of the suggested properties with the Committee. Three additional properties were not discussed due the owners wishing to maintain confidentiality.

O'Donnell suggested that staff survey all staff members and council members as to their needs and wants for a new facility. Once the survey was complete, the Committee would review and revise the lists. Based on this information, the Committee could then begin to evaluate options and decide what option would meet the most needs and wants while staying with settlement caps. The Committee agreed.

Mayor Richardson adjourned the meeting at 6:04 PM. Next meeting will be April 25, 2019 at 5:30 PM.

Cole S. O'Donnell

SIDEWALK DISPLAY PERMITS 2019-2020

Joystix Rockade
714 Main Street

Clip Shots Salon
123 Boulevard Road

Simply Home
527 Main Street

Keokuk Area Convention & Tourism
428 Main Street

Gate City Seed
824 Main Street

Eckland Motors
1802 Main Street

Angelini's Pizza
1006-1008 Main Street

Cahill Pribyl Jewelry & Gift
511 Main Street

Lucky's Irish Pub & Grub
528 Blondeau Street

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF APRIL 4, 2019.

REGISTER NO. 5059

ALTORFER INC.	PARTS	\$ 173.91
AMI PIPE & SUPPLY	SUPPLIES	\$ 100.40
OFFICE OF AUDITOR OF STATE	FILING FEE JUNE 2018 AUDIT	\$ 625.00
BEARING HEADQUARTERS CO.	PARTS	\$ 518.82
KEOKUK MUNICIPAL WATER WORKS	SEWER DEPOSIT SLIPS	\$ 39.01
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 190.00
GRAY QUARRIES, INC	ROADROCK	\$ 365.02
JIM BAIER, INC	PARTS	\$ 1,432.34
HARTRICK'S LUMBER	SUPPLIES	\$ 427.64
RIVER CITY PARTS, INC.	PARTS	\$ 27.04
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 593.50
J & S ELECTRONICS BUSINESS, INC	SERVICE/MATERIALS/MAINT	\$ 941.01
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 71.62
IDEAL READY MIX COMPANY, INC	CONCRETE SAND	\$ 4,084.98
JERRY'S WELDING	MATERIAL/LABOR	\$ 866.00
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$ 764.00
ELECTRONIC APPLICATIONS CO. INC	BATTERIES	\$ 256.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 962.21
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	\$ 21.99
ALLIANT	ELECTRIC BILL	\$ 9,284.36
HACH COMPANY	LAB SUPPLIES	\$ 221.52
CENTURY LINK	SERVICES	\$ 517.54
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 65.00
PILOT GROVE SAVINGS BANK	LEASE	\$ 9,625.00
AIRGAS USA, LLC	SUPPLIES	\$ 155.94
LEE COUNTY RECORDER/REGISTRAR	QUIT CLAIM DEED	\$ 143.00
LINDNER AVIATION, INC.	AIRPORT MAINT/PLOWING/MGR	\$ 3,659.76
VAN METER INDUSTRIAL	PARTS	\$ 76.25
RESERVE ACCOUNT	REFILL POSTAGE	\$ 500.00
KEOKUK CONTRACTORS, INC	SOAP CREEK LIFT STATION PAY #1	\$ 209,090.25
SOUTHEASTERN COMMUNITY COLLEGE	CLASSES	\$ 1,906.00
CONNECTION INSURANCE	FLOOD INSURANCE	\$ 670.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 559.84
HILL PRINTING	PERMITS/SIGNS ETC.	\$ 814.00
HY-VEE, INC.	SUPPLIES	\$ 130.74
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 227.70
R.L. HOENER COMPANY	GAS SYSTEM/TRAINING	\$ 2,511.15
LEE COUNTY HEALTH DEPARTMENT	POOL FOOD SERVICE LICENSE	\$ 150.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 2,047.16
FASTENAL COMPANY	PARTS	\$ 13.99
JAMES K. NEFF	LABOR/MATERIALS	\$ 22,245.50
POEPPING, STONE, BACH ASSOC.	PROFESSIONAL SERVICES	\$ 1,525.73

REGISTER NO. 5060

FRANK MILLARD & CO., INC.	LABOR/MATERIALS	\$ 480.24
AUTOZONE	PARTS/SUPPLIES	\$ 11.99
REECE'S HEATING & AIR	LABOR/MATERIALS	\$ 2,500.00
WAL-MART COMMUNITY/GECRB	LIBRARY SUPPLIES	\$ 952.92
TOTAL SOLUTIONS, INC.	OFFSITE BACKUP/SERVER REPAIRS	\$ 13,102.97
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 2,322.65
SYNCB/AMAZON	LIBRARY SUPPLIES	\$ 73.72
HNTB CORPORATION	ENGINEERING FEES	\$ 683.29
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	\$ 1,209.12
MEDIACOM	SERVICES	\$ 321.88
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 16,503.06
HILL'S PET NUTRITION SALES,INC	SUPPLIES	\$ 22.66
SCHULTE INC.	LABOR/REPAIRS	\$ 1,180.00
LEXISNEXIS RISK SOLUTIONS	POLICE DEPT SERVICE	\$ 126.66
RYAN HANEY	REIMBURSE DUES	\$ 100.00
QC ANALYTICAL SERVICES, LLC	TOTAL FECAL MPN	\$ 455.00
TERRACON CONSULTANTS, INC.	DRILL/ROCK CORING RAND PARK	\$ 11,054.70
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
SCP SCIENCE	LAB SUPPLIES	\$ 344.00
CARD SERVICES	CARD SERVICES	\$ 50.00
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 144.00
MIDWAY FREIGHTLINER, INC.	PARTS	\$ 363.34
WEST CENTRAL FS INC.	BULK OIL	\$ 101.70
INTERSTATE BATTERIES OF	BATTERIES	\$ 25.30
VERIZON WIRELESS	CELLULAR SERVICE	\$ 120.85
DANSCO CONTRACTING	FIRE CLEAN UP/LABOR/MATERIALS	\$ 6,110.00
DARKSIDE TINT & GRAPHIX	DECALS	\$ 300.00
SOUTH LEE CLERK OF	LEGAL FEES	\$ 765.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 62.10
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 3,118.80
INTERSTATE BILLING SERVICE,INC	PARTS	\$ 148.46
KT CONSTRUCTION AND ABATEMENT	ASBESTOS TESTING	\$ 350.00
LIGHTEDGE SOLUTIONS INC	MANAGED SECURITY	\$ 1,325.00
MIKE BLEVINS	REIMB. SUPPLIES FOR THE DEPOT	\$ 16.04
COMMERCIAL CONTRACTING	LABOR/MATERIALS	\$ 1,981.94
VISA	CARD SERVICES	\$ 4,919.37
KEOKUK MILLS, LLC	TARGETED JOBS TAX CREDIT	\$ 5,084.06
SUTTON AG ENTERPRISES	SHELL CRACKERS	\$ 319.00
JOE SHUMAN	REIMBURSE SUPPLIES	\$ 111.82
KEOKUK BROADCASTING, INC.	ADVERTISING	\$ 299.70
JAMES F. DENNIS LAW FIRM	PROFESSIONAL SERVICES	\$ 5,720.85
KEOKUK RAGBRAI COMMITTEE	RAGBRAI LOAN	\$ 15,000.00
OCEAN TECHNICAL SERVICES, LLC.	PROFESSIONAL SERVICE	\$ 10,000.00
		\$ 386,498.01



COUNCIL ACTION FORM

Date: April 4, 2019

Presented By: O'Donnell

Subject: Set Public Hearing- FY 19/20 Budget Agenda Item: _____

Description:

Prior to adoption of the tax levies and FY 19/20 budget, we must hold a public hearing. Staff is requesting that the public hearing be set for April 18, 2019, 6:30 PM. If we need additional time to complete the budget, we can open then continue the hearing to a date to be determined.

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: _____

RESOLUTION NO. _____

**A RESOLUTION APPOINTING SETTING PUBLIC HEARING ON THE
FISCAL YEAR 2019/2020 ANNUAL BUDGET**

WHEREAS, the City of Keokuk, Iowa is required to set an annual operating budget; and

WHEREAS, prior to approving said budget, a public hearing must be held to receive comments.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on April 18, 2019 at 6:30 PM in the Keokuk Community Schools Board Room, 1721 Fulton St, Keokuk, Iowa.

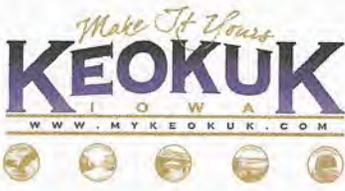
BE IT FURTHER RESOLVED that the City clerk shall publish notice of said public hearing in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 4th day of April, 2019.

Mayor –Thomas L. Richardson

ATTEST:

Jean Ludwig



COUNCIL ACTION FORM

Date: 4/04/19

Presented By: Ludwig

Subject: Multi-year fireworks agreement Agenda Item: _____

Description:

Consider the approval of a multiple year agreement extension for the purchase of fireworks for the city's annual Independence Day celebration.

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: _____

RESOLUTION No. _____

WHEREAS, the City of Keokuk has sponsored a firework display in conjunction with the annual Independence Day celebration for several years, and

WHEREAS, Mr. Lenny Etter has presented a MULTIPLE YEAR AGREEMENT EXTENSION for the purchase of fireworks, and

WHEREAS, the City Attorney has reviewed the contract and found it to be in order,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Mayor is hereby authorized to execute the MULTIPLE YEAR AGREEMENT EXTENSION with J & M Displays for the purchase of fireworks.

Passed this 4th day of April, 2019.

Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk



Dear J&M Customer,

As part of our customer service policy, we occasionally like to update our customers on issues within the fireworks industry that have a direct impact on their show. This may be a regulatory issue, product availability issue or cost issue to name a few.

Anyone watching the news these days knows that the trade war between the United State and China is ongoing and a 25% tariff is still a possibility if negotiations stall in early spring.

Regardless of tariffs, China has already raised the price of fireworks products by 13% for 2019. This increase affects all the fireworks companies that import product from China.

We here at J&M have decided to handle the price hike by giving our customers three different budget options.

These options are:

- Same show **budget** as 2018 - show size **will** be smaller.
- Same show **size** as 2018 - price will be around 10% higher.
- Bigger show than 2018 – more shells and/or possibly more specialty shells and/or possibly a longer length of show with more special scenes or flights.

We realize that many of you answer to boards and committees and budgets may be non-negotiable. In this case we will do all we can to maintain the show pacing and length you want.

For those of you who have wiggle room or who can obtain additional sponsorship, now would be the time to perhaps pursue those options.

J&M would prefer not to have annual price increases. If we could keep it to every three years or so, that would be our preference, however, there are some factors that are out of our hands. Our main goal is to remain operational and provide our clients with superior product quality and services. Each year holds a different challenge to those goals.

We hope you know that J&M Displays is committed to providing you with the best fireworks available and will do all we can to give you the value and service you deserve as a J&M customer.

Sincerely,

James J Oetken
Chief Executive Officer

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of January, 20 19, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and _____, city of Keokuk, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 11,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 5, 20 19 at approximately 09 : 30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

XXXX Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ _____ in full by 25th April, 2019 (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ _____ in full by 04 June 2019 (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$ _____ as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

XX Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

_____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. Buyer agrees to provide:

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: LENNIE ETTER

J & M Displays, Inc.
SELLER

BY: X

BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

MULTIPLE YEAR AGREEMENT EXTENSION

This Agreement can be considered an extension of the previously signed Multiple Year Agreement made by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as Seller, and the City of Keokuk, hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing 1.3G (Class B) fireworks for display.

2. Buyer hereby agrees to purchase all of their 1.3G (Class B) fireworks exclusively from Seller for the next three years (2019, 2020, 2021). In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the 1.3G (Class B) fireworks purchased by Buyer from Seller for the given year. The bonus for signing this extension to the Buyer's original Multiple Year Agreement is as follows:

- XX year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- XX year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- XX year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if Buyer provides an early order (all paperwork and payment for the fireworks display

provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.

4. In no way is Buyer obligated to purchase 1.3G (Class B) fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase 1.3G (Class B) fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.

5. Extension: The final year of the Multiple Year Agreement the buyer will have the option to extend the Multiple Year Agreement for an additional three years if both parties mutually agree and a Multiple Year Agreement Extension is completed and signed.

6. Termination: This Agreement will expire three (3) years from its execution. The Buyer may, at its sole discretion, terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

Seller

Buyer

Date

Date



COUNCIL ACTION FORM

Date: April 4, 2019

Presented By: O'Donnell

Subject: Resolution Approving POS Agenda Item: _____

Description:

As part of our issuance of bonds related to the Development Center and water front development, we are required to issue a Preliminary Official Statement. This document is used by our bonding agent to solicit the sale of the bonds and provides information on the bonds and condition of city finances.

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: _____

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PRELIMINARY
OFFICIAL STATEMENT FOR \$1,800,000 (DOLLAR
AMOUNT SUBJECT TO CHANGE) TAXABLE
GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2019A**

WHEREAS, a preliminary form of Official Statement has been prepared for the purpose of offering \$1,800,000 (dollar amount subject to change) Taxable General Obligation Capital Loan Notes, Series 2019A; and

WHEREAS, it is appropriate that the form of the Preliminary Official Statement be approved and deemed final and, upon completion of the same, that the Preliminary Official Statement be used in connection with the offering of the Notes for sale;

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

Section 1. The Preliminary Official Statement, in the form presented to this meeting, be and the same is hereby approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the City, upon the advice of the City's Legal Counsel and Underwriter, shall determine to be appropriate, and is authorized to be distributed thereafter in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 4th day of April, 2019.

Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

NEW ISSUE - DTC BOOK ENTRY ONLY

Moody's Rating: "___"

The Notes are includable in the income of the recipient for federal income tax purposes. The Notes will not be designated as "qualified tax-exempt" obligations. See "Tax Matters" herein.



\$1,800,000 *

Keokuk, Iowa

Taxable General Obligation Capital Loan Notes, Series 2019A

Dated: Date of Delivery

The Taxable General Obligation Capital Loan Notes, Series 2019A described above (the "Notes") are issuable as fully registered Notes in the denomination of \$5,000 or any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as Noteholder and nominee of the Depository Trust Company, New York, NY ("DTC"). DTC will act as securities depository for the Notes. Purchases of the Notes will be made in book-entry form. Purchasers of the Notes will not receive certificates representing their interest in the Notes purchased. So long as DTC or its nominee, Cede & Co., is the Noteholder, the principal of, premium, if any, and interest on the Notes will be paid by Bankers Trust Company as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Notes.

Interest on the Notes is payable on June 1, and December 1 in each year, beginning December 1, 2019 to the registered owners thereof. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

The Notes maturing after June 1, 2026, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

MATURITY SCHEDULE *

<u>Note Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>	<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>
6/1/2027	\$10,000				6/1/2033	\$50,000			
6/1/2028	15,000				6/1/2034	300,000			
6/1/2029	20,000				6/1/2035	310,000			
6/1/2030	30,000				6/1/2036	320,000			
6/1/2031	35,000				6/1/2037	330,000			
6/1/2032	40,000				6/1/2038	340,000			

\$____,000 * ____% Term Note due _____, _____ priced to yield ____% CUSIP Number _____**

The Notes are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality and validity by Ahlers & Cooney P.C., Des Moines, Iowa, Bond Counsel. It is expected that the Notes in the definitive form will be available for delivery on or about May 16, 2019. The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.



D | A | DAVIDSON
D.A. Davidson & Co. member SIPC

The Date of this Official Statement is _____, 2019

* Preliminary, subject to change

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Notes nor do they make any representation as to the correctness of such CUSIP numbers on the Notes or as indicated above.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

No dealer, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement is not to be construed as a contract with the purchasers of the Notes. The Issuer considers the Official Statement to be “near final” within the meaning of Rule 15c2-12 of the Securities Exchange Commission. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTIONS 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THESE SECURITIES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THESE SECURITIES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

FORWARD-LOOKING STATEMENTS

This Official Statement, including Appendix A, contains statements which should be considered “forward-looking statements,” meaning they refer to possible future events or conditions. Such statements are generally identifiable by the words such as “plan,” “expect,” “estimate,” “budget” or similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

OFFICIAL STATEMENT
KEOKUK, IOWA
\$1,800,000* TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES
SERIES 2019A

INTRODUCTORY STATEMENT

This Official Statement presents certain information relating to Keokuk, Iowa (the “Issuer”), in connection with the sale of the Issuer’s Taxable General Obligation Capital Loan Notes (the “Notes”). The Notes are being issued to provide funds for aiding in the planning, undertaking, and carrying out of urban renewal projects in the Amended and Restated Twin Rivers Urban Renewal Plan under the authority of chapter 403, including the financing of a local match for the redevelopment of existing commercial space for a laboratory/office space; and aiding in the planning, undertaking, and carrying out of urban renewal projects in the Amended and Restated Twin Rivers Urban Renewal Plan under the authority of chapter 403, including infrastructure and redevelopment of the riverfront within the area and paying the costs associated with the issuance of the Notes. See “**THE NOTES - Sources and Uses of Funds**” herein.

This Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for the omission of certain pricing and other information which is to be made available through a final Official Statement.

This Introductory Statement is only a brief description of the Notes and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety.

The Notes are general obligations of the Issuer, payable from and secured by a continuing annual ad-valorem tax levied against all of the property valuation of the Issuer. See “**THE NOTES – Source of Security for the Notes**” herein.

All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

THE NOTES

General

The Notes are dated as of the Date of Delivery, and will bear interest at the rates to be set forth on the cover page herein, interest payable on June 1 and December 1 in each year, beginning on December 1, 2019, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

Authorization for the Issuance

The Notes are being issued pursuant to the Code of Iowa, 2019 as amended, Sections 384.24(3)(q), 324.24A, 384.25, 384.26 and 403.12.

Book Entry Only System

The following information concerning The Depository Trust Company (“DTC”), New York, New York and DTC’s book-entry system has been obtained from sources the Issuer believes to be reliable. However, the Issuer takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company (“DTC”), New York, NY will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for the Securities in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S equity, corporate and municipal debt issues and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts.

* Preliminary, subject to change

This eliminates the need for physical movement of securities certificates. Direct Participations include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation (“DTCC”).

DTCC is the holding company for DTC, national Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered in the transaction. Transfers of ownership interest in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to taken certain steps to augment transmission to them notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit have agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participants in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issue as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts, upon DTC’s receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC (nor its nominee), Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant’s interest in the Securities, on DTC’s records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC’s records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent’s DTC account.

DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are

required to be printed and delivered.

Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or successor securities depository). In that event Security certificates will be printed and delivered to DTC.

The Issuer cannot and does not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Notes (i) payments of principal of or interest and premium, if any, on the Notes, (ii) certificates representing an ownership interest or other confirmation of beneficial ownership interest in the Notes, or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the Registered Owner of the Notes, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities Exchange Commission, and the current "Procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

Neither the Issuer nor the Paying Agent/Trustee will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Notes; (3) the delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to owners of Notes; (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; or (5) any consent given or other action taken by DTC as a Noteholder.

Transfer and Exchange

In the event that the Book Entry System is discontinued, any Note may, in accordance with its terms, be transferred by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation at the principal corporate office of the Registrar accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Registrar. Whenever any Note or Notes shall be surrendered for transfer, the Registrar shall execute and deliver a new Note or Notes of the same maturity, interest rate, and aggregate principal amount.

Notes may be exchanged at the principal corporate office of the Registrar for a like aggregate principal amount of Notes or other authorized denominations of the same maturity and interest rate; provided, however, that the Registrar is not required to transfer or exchange any Notes which have been selected for prepayment and is not required to transfer or exchange any Notes during the period beginning 15 days prior to the selection of Notes for prepayment and ending the date notice of prepayment is mailed. The Registrar may require the payment by the Note Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Notes surrendered pursuant to the provisions of this and the preceding paragraph shall be canceled by the Registrar and shall not be redelivered.

Prepayment

Optional Prepayment. The Notes maturing after June 1, 2026, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Mandatory Sinking Fund Redemption The Notes maturing on _____ are subject to mandatory redemption (by lot, as selected by the Registrar) on ____ 1 and _____ in each of the years _____ through _____ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

<u>Term Note</u>	
<u>Mandatory Sinking Fund Date</u>	<u>Principal Amount</u>
	\$

(maturity)

Selection of Notes for Redemption Notes subject to redemption will be selected in such order of maturity as the Issuer may direct. If less than all of the Notes of a single maturity are to be redeemed, the Notes to be redeemed will be selected by lot or other random method by the Registrar in such a manner as the Registrar may determine.

Notice of Redemption. Prior to the redemption of any Notes under the provisions of the Resolution, the Bond Registrar shall give written notice by regular mail not less than thirty (30) days prior to the redemption date to each registered owner thereof.

On the dates so designated for redemption, notice having been given in the manner and under the conditions hereinabove, provided and

moneys for payment of the redemption price being held in the Sinking Fund, the Notes so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Notes on such date. Interest on the Notes so called for redemption shall cease to accrue; such Notes shall cease to be entitled to any benefit hereunder, and the Note Holders shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Notes which have been duly called for redemption, with respect to which irrevocable instructions to call for redemption at a stated redemption have been given to the Registrar, and moneys for the payment the face amount thereof, premium, if any, and interest on are held in separate accounts by the Registrar in trust for Noteholders shall not thereafter be deemed to be outstanding under the provisions of the Resolution, other than be entitled to receive payment from such sources.

Source of Security for the Notes

These Notes are general obligations of the Issuer. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Notes without constitutional or statutory limitation as to amount.

NOTEHOLDERS' RISKS

Secondary Market

There can be no guarantee that there will be a secondary market for the Notes or, if a secondary market exists, that such Notes can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, and secondary marketing practices in connection with a particular Note or Notes issue are suspended or terminated. Additionally, prices of Note or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Notes.

Ratings Loss

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "___" to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Notes.

DTC-Beneficial Owners

Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Notes can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "**THE NOTES— Book-Entry Only System.**"

Other Factors

An investment in the Notes involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

Pending State and Federal Tax Legislation

From time to time, legislative proposals are pending in the Iowa Legislature and Congress that would, if enacted, could negatively impact the City's financial position or adversely affect the market value of the Notes. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Notes.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the Appendices hereto.

LITIGATION

The City encounters litigation occasionally, as a course of business, however, no litigation currently exists that is not believed to be covered by current insurance carriers and no litigation has been proposed that questions the validity of these Notes.

ACCOUNTANT

The accrual-basis financial statements of the Issuer included as **APPENDIX D** to this Official Statement have been examined by Anderson, Larkin & Co., P.C., Ottumwa, IA, to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said CPA, and said CPA expresses no opinion with respect to the Notes or the Official Statement.

UNDERWRITING

The Notes are being purchased, subject to certain conditions, by D.A. Davidson & Co. (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Notes at an aggregate purchase price of \$_____ plus accrued interest to the Closing Date.

The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing the Notes into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Notes may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.

THE PROJECT

The Notes are being issued to provide funds for aiding in the planning, undertaking, and carrying out of urban renewal projects in the Amended and Restated Twin Rivers Urban Renewal Plan under the authority of chapter 403, including the financing of a local match for the redevelopment of existing commercial space for a laboratory/office space; and aiding in the planning, undertaking, and carrying out of urban renewal projects in the Amended and Restated Twin Rivers Urban Renewal Plan under the authority of chapter 403, including infrastructure and redevelopment of the riverfront within the area, and to pay for costs of issuance associated with the Notes.

SOURCES AND USES OF FUNDS *

<u>Sources of Funds</u>		
	Note Proceeds	\$
	Reoffering Premium	
<u>Total Sources of Funds</u>		\$
<u>Uses of Funds</u>		
	Deposit to Project Fund	\$
	Costs of Issuance	
	Underwriter's Discount	
	Contingency	
<u>Total Uses of Funds</u>		\$

TAX MATTERS

In the opinion of Bond Counsel, under existing law, interest on the Notes will be included in gross income of the owners thereof for federal income tax purposes. Interest on the Notes is not exempt from present Iowa income taxes. Ownership of the Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Notes. Prospective purchasers of the Notes should consult their tax advisors regarding the applicability of any such state and local taxes. The Issuer will not designate the Notes as qualified tax-exempt obligations under Section 265(b)(3) of the Internal Revenue Code of 1986.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Enforcement: There is no Note trustee or similar person to monitor or enforce the terms of the resolution for issuance of the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Notes) may have to be enforced from year to year.

The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion. The opinion will state, in part, that the obligations of the City with respect to the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and to the exercise of judicial discretion in appropriate cases.

Opinion: Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

LEGAL MATTERS

The Notes are subject to approval as to certain legal matters by Ahlers & Cooney, P.C., Des Moines, Iowa, as Bond Counsel. Bond Counsel has not participated in the preparation of this Official Statement except for guidance concerning the Section regarding "TAX MATTERS", and Appendix "A", and will not pass upon its accuracy, completeness, or sufficiency. Bond Counsel has not examined nor attempted to examine or verify information concerning the filings made by or on behalf of the City with regard to any continuing disclosure undertaking, nor any of the financial or statistical statements, or data contained in this Official Statement, and will express no opinion with respect thereto.

FINANCIAL CONSULTANT

The Issuer has retained Piper Jaffray & Co. as financial advisor (the "Financial Advisor") in connection with the issuance of the Notes. The Financial Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of the Official Statement. The Financial Advisor is not a public accounting firm and has not been engaged by the Issuer to compile, review, examine or audit any information in the Official Statement in accordance with accounting standards. .

CONTINUING DISCLOSURE

The Issuer has covenanted for the benefit of the holders of the Notes to provide certain financial information and operating data relating to the Issuer, and to provide notices of the occurrence of certain enumerated events, if deemed by the Issuer to be material (the "Undertaking"). The specific nature of the information that the Issuer may provide pursuant to the Undertaking is summarized herein under the caption "**APPENDIX C - Form of Continuing Disclosure Certificate.**"

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Notes to provide annually certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than April 15 of the calendar year after the close of each fiscal year, commencing with the fiscal year ending June 30, 2019, with the Municipal Securities Rulemaking Board, at its

internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

In the past five years, the CAFR was not finalized at the time filing was required, so the Issuer timely filed unaudited financial statements in the format required for filing with the State of Iowa. These filings of unaudited financials may not have been formatted similarly to the Final CAFR. In some years the final CAFR was not immediately filed upon availability. Also, when filed, some of the CAFR’s were not signed by the auditor. The Issuer has now filed signed copies.

I have reviewed the information contained within the Official Statement of Keokuk, Iowa, and said Official Statement does not contain any material misstatements of fact nor omissions of any material fact regarding the issue of \$1,800,000* Taxable General Obligation Capital Loan Notes, Series 2019A of said Issuer to be issued under date of delivery.

KEOKUK, IOWA

/s/ Cole O’Donnell

* Preliminary, subject to change

**APPENDIX A - INFORMATION ABOUT THE ISSUER
KEOKUK, IOWA**

CITY OFFICIALS

MAYOR Tom Richardson

COUNCIL MEMBERS:

At Large:	John Helenthal
At Large:	Devon Dade
First Ward:	Mike O'Connor
Second Ward:	Michael Moore
Third Ward:	Ron Payne
Fourth Ward:	Larry Mortimer
Fifth Ward:	Michael Greenwald
Sixth Ward:	Roger Bryant
Seventh Ward:	Susan Dunek

CITY ADMINISTRATOR: Cole O'Donnell

CITY CLERK: Jean Ludwig

CITY ATTORNEY James Dennis, Esq.
Keokuk, Iowa

General Information

The City of Keokuk (incorporated 1848) is the southernmost city in the State of Iowa. Located on the Mississippi River in southeastern Iowa, the City is known for substantial manufacturing facilities and excellent river-related tourist attractions. The City is one of two county seats of Lee County (the other being Fort Madison). The City is directly in the path of the “Avenue of the Saints,” super-highway, a highway that connects St. Louis, Missouri to St. Paul, Minnesota. The highway is located adjacent to the City on the current U.S. Highway 218 (to Donnellson) and highway 394 (into Missouri). The City is located approximately 180 miles north of St. Louis, 170 miles southeast of Des Moines and 110 miles south of Cedar Rapids.

Major employers located within the community include: Henniges Automotives (Rubber pads for automobiles); Roquette America Co., Griffin Wheel Co., and several government organizations. In addition to these, the City is home to the Keokuk Area Hospital, non-profit hospital with 61 beds.

Children within the City attend the fine facilities of the Keokuk Community School District. Continuing education within commuting distance of the city is available at Southeastern Community College in Keokuk, the University of Iowa, Iowa City, Iowa Wesleyan College, Mt. Pleasant, and Western Illinois University, Macomb, IL.

Utilities

The following utilities operate within Keokuk providing the services indicated:

Electric Power:	Alliant Energy
Natural Gas:	Liberty Utilities
Telephone:	Century Link
Water:	Keokuk Municipal Utilities
Sanitary Waste:	City of Keokuk

Source: City of Keokuk

Employee Pensions

IPERS

Plan Description. Iowa Public Employees’ Retirement System (“IPERS”) membership is mandatory for employees of the Issuer. The Issuer’s employees are provided with pensions through a cost-sharing multiple employer defined pension plan administered by IPERS. IPERS benefits are established under Iowa Code, Chapter 97B and the administrative rules thereunder. The Issuer’s employee who completed seven years of covered service or has reached the age of 65 while in IPERS covered employment becomes vested. If the Issuer’s employee retires before normal retirement age, the employees’ monthly retirement benefit will be permanently reduced by an early-retirement reduction. IPERS provides pension benefits as well as disability benefits to Issuer employees and benefits to the employees’ beneficiaries upon the death of the eligible employee. See “**APPENDIX D—AUDITED FINANCIAL STATEMENTS OF THE ISSUER—NOTES TO THE FINANCIAL STATEMENTS**” for additional information on IPERS. Additionally, copies of IPERS annual financial report may be obtained from www.ipers.org. Moreover, IPERS maintains a website at www.ipers.com. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Contributions. Although the actuarial contribution rates are calculated each year, the contribution rates were set by state law through June 30, 2012 and did not necessarily coincide with the actuarially calculated contribution rate. As a result, from June 30, 2002 through June 30, 2013, the rate allowed by statute was less than the actuarially required rate. Effective July 1, 2012, as a result of a 2010 law change, IPERS contribution rates for the Issuer and its employees are established by IPERS following the annual actuarial valuation (which applies IPERS’ Contribution Rate Funding Policy and Actuarial Amortization method.) State statute, however, limits the amount rates can increase or decrease each year to one (1) percentage point. Therefore, any difference between the actuarial contribution rates and the contributions paid is due entirely to statutorily set contributions that may differ from the actual contribution rates. As a result, while the contribution rate in the fiscal year ended June 30, 2014 equaled the actuarially required rate, there is no guarantee, due to this statutory limitation on rate increases, that the contribution rate will meet or exceed the actuarially required rate in the future.

In fiscal year 2018, pursuant to the IPERS’ required rate, the Issuer’s employees contributed 5.95% of pay and the Issuer contributed 8.93% for a total rate of 14.88 percent. The Issuer’s contributions to IPERS for the year ended June 30, 2018 was \$246,948 which amount is not less than its actuarially determined calculated annual actuarial valuation. The Issuer’s share of the contribution, payable from the applicable funds of the Issuer, is provided by a statutorily authorized annual levy of taxes without limit or restriction as to rate or amount. The Issuer has always made its full required contributions to IPERS.

The following table sets forth the contributions made by the Issuer and its employees to IPERS for the period indicated. The Issuer cannot predict the levels of funding that will be required in the future.

Table 1 – Issuer and Employees Contribution to IPERS.

Fiscal Year	Issuer Contribution		Issuer Employees' Contribution	
	Amount Contributed	% of Covered Payroll	Amount Contributed	% of Covered Payroll
2014	235,150	8.93	156,680	5.95
2015	240,340	8.93	160,138	5.95
2016	245,348	8.93	161,392	5.95
2017	267,065	8.93		5.95
2018	246,948	8.93		5.95

SOURCE: The Issuer

The Issuer cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the Issuer. Thus, it is not possible to predict, control or prepare for future unfunded accrued actuarial liabilities of IPERS (“UAALs”). The UAAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAAL could be substantial in the future, requiring significantly increased contributions from the Issuer which could affect other budgetary matters.

The following table sets forth certain information about the funding status of IPERS that has been extracted from the comprehensive annual financial reports of IPERS for the fiscal years ended June 30, 2018 through, and including, 2014 (collectively, the “IPERS CAFRs (2014-2018)”), and the actuarial valuation reports provided to IPERS by Cavanaugh MacDonald Consulting, LLC (collectively, the “IPERS Actuarial Reports (2014-2018)”). Additional information regarding IPERS and its latest actuarial valuations can be obtained by contacting IPERS administrative staff.

Table 2 – Funding Status of IPERS

Valuation Date	Actuarial Value of Assets [a]	Market Value of Assets [b]	Actuarial Accrued Liability [c]	Unfunded Actuarial Liability (Actuarial Value) [c]-[a]	Funded Ratio (Actuarial Value) [a]/[c]	Unfunded Actuarial Liability (Market Value) [c]-[b]	Funded Ratio (Market Value) [b]/[c]	Covered Payroll [d]	UAAL as a Percentage of Covered Payroll (Actuarial Value) [(c-a)/[d]]
2014	26,460,428,085	28,038,549,893	32,004,456,088	5,544,028,003	82.68	3,965,906,195	87.61	7,099,277,280	78.09
2015	27,915,379,103	28,429,834,829	33,370,318,731	5,454,939,628	83.65	4,940,483,902	85.19	7,326,348,141	74.46
2016	29,033,696,587	28,326,433,656	34,619,749,147	5,586,052,560	83.86	6,293,315,491	81.82	7,556,515,720	73.92
2017	30,472,423,914	30,779,116,326	37,440,382,029	6,967,958,115	81.39	6,661,265,703	82.21	7,863,160,443	88.62
2018	31,827,755,864	32,314,588,595	38,642,833,653	6,815,077,789	82.36	6,328,245,058	83.62	7,983,219,527	85.37

Source: IPERS CAFRs (2014-2018) and IPERS Actuarial Reports (2014-2018)

For a description of the assumptions used when calculating the funding status of IPERS for the fiscal year ended June 30, 2018, see IPERS CAFRs (2014-2018)

Table 3 – Recent returns of IPERS

According to IPERS, the market value investment return on program assets is as follows:

Fiscal Year Ended June 30	Investment Return %
2014	15.88
2015	3.96
2016	2.15
2017	11.70
2018	7.97

Net Pension Liabilities.

Effective for fiscal years beginning after June 15, 2014, GASB Statement 68 requires all reporting units in a multi-employer cost sharing pension plan to record a balance sheet liability for their proportionate share of the net pension liability of the plan. The Issuer was required to implement GASB 68 in their year end June 30, 2015 financial statements.

At June 30, 2018, the Issuer reported a liability of \$2,668,822 for its proportional share of the IPERS net pension liability. The net pension liability was measured as of June 30, 2017 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The discount rate used to measure the total pension liability was 7.5%. The Issuer’s proportion of the net pension liability was based on the Issuer’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. See “**APPENDIX D–AUDITED FINANCIAL STATEMENTS OF THE ISSUER–NOTES TO THE FINANCIAL STATEMENTS**” for additional information related to the Issuer’s deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity.

Detailed information about the pension plan’s fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS’ website at www.ipers.org.

Bond Counsel, Disclosure Counsel, the Issuer, and the Financial Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the material available from IPERS as discussed above or included on the IPERS website, including, but not limited to, updates of such information on the Auditor of State’s website or links to other websites through the IPERS website.

MFPRSI

The Municipal Fire and Police Retirement System of Iowa (MFPRSI), created under Chapter 411.35 of the Code of Iowa, is the administrator of a multiple-employer, cost sharing, defined benefit pension plan for the exclusive benefit of eligible employees of participating cities (substantially all full-time employees of the respective fire and police departments). It is governed by a nine-member board of trustees who are elected by the employers and participants of MFPRSI. The City’s responsibility is limited to payment of contributions. MFPRSI provides retirement disability and death benefits that are established by state statute to plan members and beneficiaries.

Plan members and their employer cities are required to contribute as shown below:

<u>Fiscal Year</u>	<u>Combined contribution rate</u>	<u>% of Payroll paid by Issuer</u>	<u>% of Payroll paid by Employee</u>
2014	39.52	30.12	9.40
2015	39.81	30.41	9.40
2016	37.17	27.77	9.40
2017	35.32	25.92	9.40
2018	33.81	24.41	9.40

MFPRSI is administered by the Board with administration costs paid from income derived from invested funds. MFPRSI has an unfunded actuarial liability and unrecognized actuarial loss. The following table sets forth certain information about the funding status of MFPRSI that has been extracted from the Actuarial Valuation Report for fiscal years noted below (the “MFPRSI Reports”).

<u>Fiscal Year Ended June 30</u>	<u>Actuarial Value of Assets [a]</u>	<u>Actuarial Accrued Liability [b]</u>	<u>Unfunded Actuarial Accrued Liability Actuarial Value [b] – [a]</u>	<u>Funded Ratio {Actuarial Value [a] / [b]}</u>	<u>Covered Payroll [c]</u>	<u>UAL as a % of Covered Payroll (Actuarial Value) [[b-a] / [c]]</u>
2014	2,054,844,278	2,640,955,176	586,110,898	77.81	266,265,413	2.201
2015	2,239,539,373	2,769,994,684	530,455,311	80.85	273,319,323	1.941
2016	2,333,944,800	2,867,807,326	533,862,526	81.38	283,639,887	1.882
2017	2,436,896,111	3,023,371,171	562,209,754	81.40	296,237,982	1.980
2018	2,578,863,993	3,145,031,474	566,167,481	82.00	302,420,313	1.872

Source: MFPRSI CAFRs (2014-2018) and MFPRSI Actuarial Reports (2014-2018)

For a description of the assumptions used when calculating the funding status of MFPRSI for each fiscal year ended June 30, see MFPRSI CAFRs (2014-2018)

The investment return on the market value of program assets is as follows:

<u>Fiscal Year Ended June 30</u>	<u>Investment Return %</u>
2014	18.47
2015	3.07
2016	0.22
2017	11.75
2018	7.63

Net Pension Liabilities. Effective for fiscal years beginning after June 15, 2014, GASB Statement 68 requires all reporting units in a multi-employer cost sharing pension plan to record a balance sheet liability for their proportionate share of the net pension liability of the plan. The Issuer was required to implement GASB 68 in their year end June 30, 2015 financial statements.

At June 30, 2018, the Issuer reported a liability of \$5,198,863 for its proportional share of the MFPRSI net pension liability. The net pension liability was measured as of June 30, 2017 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The discount rate used to measure the total pension liability was 7.5%. The Issuer’s proportion of the net pension liability was based on the Issuer’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. See “**APPENDIX A–AUDITED FINANCIAL STATEMENTS OF ISSUER - NOTES TO THE FINANCIAL STATEMENTS- PENSION PLAN**” for additional information related to the Issuer’s deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity.

Detailed information about the pension plan’s fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI’ website at www.mfprsi.org.

Population

The following table sets forth population trends for the City of Keokuk.

<u>Year</u>	<u>City of Keokuk</u>
2010	10,780
2000	11,427
1990	12,451
1980	13,536
1970	14,631
1960	16,316
1950	16,500
1940	15,076

Source: U.S. Census Bureau

Major Employers

Following are the major employers within the City and the current number of people they employ:

<u>Employer</u>	<u>Approximate Employees</u>
Henniges Automotive	440
Roquette America Inc.	500
Keokuk Area Hospital	283
Keokuk Comm. School District	350
Griffin Wheel Co.	200
Lee County	192
City of Keokuk, Keokuk Municipal Waterworks	135
Morse Rubber	24
Wal-Mart	360
ADM	80
Thomas Cardella	350
Decker Manufacturing Company	30
St. Louis Gear Company	54

Source: Locationone.com; City of Keokuk

Employment Statistics

The State of Iowa Department of Job Service reports unemployment unadjusted rates as follows (December 2018)

<u>Governmental Body</u>	<u>Percentage Unemployed</u>
National Average	3.90%
State of Iowa	2.40%
Lee County	3.60%

Source: Iowa Workforce Development

Historical Employment Statistics

Presented below are the historical unemployment rates for the years indicated for Lee County and the State of Iowa.

<u>Calendar Year</u>	<u>Lee County</u>	<u>State Of Iowa</u>
2018	NA	NA
2017	5.50	3.10
2016	6.00	3.60
2015	5.30	3.80
2014	5.80	4.20

Source: Iowa Workforce Development

Retail Sales

Presented below are retail sales statistics for the City of Keokuk for the period indicated:

<u>Year Ended</u>	<u>Taxable Retail Sales</u>	<u>Number of Businesses</u>
2018	\$145,048,287	353
2017	150,995,436	359
2016	155,051,615	363
2015	153,255,034	363
2014	159,641,627	361

Source: Iowa Department of Revenue

Building Permits

Presented below are the building permits issued in the City for the fiscal year indicated.

<u>Fiscal Year</u>	<u>Number of Permits</u>	<u>Dollar Value</u>
2018		
2017		
2016	132	6,597,577
2015	197	7,275,470
2014	229	4,457,964

* through March 31

Source: City of Keokuk

Property Tax Legislation

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the "Act"), which the Governor signed into law on June 12, 2013. Among other things, the Act (i) reduces the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property, from the current 4% to 3%, (ii) assigns a "rollback" (the percentage of a property's value that is subject to tax) to commercial, industrial and railroad property of 95% for the 2013 assessment year and 90% for the 2014 assessment year and all years thereafter, (iii) creates a new property tax classification for multi-residential properties (mobile home parks, manufactured home communities, land-lease communities, assisted living facilities and property primarily used or intended for human habitation containing three or more separate dwelling units) ("Multi-residential Property") that begins in the 2015 assessment year, and assigns a declining rollback percentage of 3.75% to such properties for each subsequent year until 2021 assessment year (the rollback percentage for Multi-

residential Properties will be equal to the residential rollback percentage in 2022 assessment year and thereafter) and (iv) exempts a specified portion of the assessed value of telecommunication properties.

The Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. Prior to Fiscal Year 2017-18, the appropriation is a standing unlimited appropriation, but beginning in fiscal year 2017-18 the standing appropriation cannot exceed the actual fiscal year 2016-17 appropriation amount. The appropriation does not replace losses to local governments resulting from the Act's provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3% from 4%, the gradual transition for Multi-residential Property from the commercial rollback percentage (100% of Actual Value in Fiscal Year 2013-14) to the residential rollback percentage (currently 54.4002% of Actual Valuation), or the reduction in the percentage of telecommunications property that is subject to taxation.

Given the wide scope of the statutory changes, and the State of Iowa's discretion in establishing the annual replacement amount that is appropriated each year commencing in fiscal year 2017-18, the impact of the Act on the City's future property tax collections is uncertain and the City is unable to accurately assess the financial impact of the Act's provisions on the City's future operations.

In Moody's Investor Service US Public Finance Weekly Credit Outlook, dated May 30, 2013, Moody's Investor Service ("Moody's") projected that local governments in the State of Iowa are likely to experience modest reductions in property tax revenues starting in fiscal year 2014-15 as a result of the Act, with sizeable reductions possible starting in fiscal year 2017-18. According to Moody's, local governments that may experience disproportionately higher revenue losses include regions that have a substantial commercial base, a large share of Multi-residential Property (such as college towns), or significant amounts of telecommunications property.

Notwithstanding any decrease in property tax revenues that may result from the Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation bonds, "the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

For instance, House Study Bill 165, which was moved out of the Ways and Means SubCommittee on March 13, 2019, would cap property tax revenues under certain circumstances. The impact this legislation would have upon the City's over-all financial position and its ability to fund essential services is uncertain.

Property Tax Valuations

In compliance with Section 441.21 of the Code of Iowa, as amended, the State Director of Revenue annually directs all county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The final values, called Actual Valuation, are then adjusted by the county auditor. Assessed or Taxable Valuation subject to tax levy is then determined by the application of State determined rollback percentages, principally to residential and commercial property.

Beginning in 1978, the State required a reduction in Actual Valuation to reduce the impact of inflation on its residents. The resulting value is defined as the Assessed or Taxable Valuation. The rollback percentages for residential, agricultural and commercial valuations are as follows:

<u>Fiscal Year</u>	<u>Residential Rollback</u>	<u>Ag. Land & Buildings</u>	<u>Commercial</u>	<u>Multi-residential</u>
2019-20	56.9180	56.1324	90.0000	75.0000
2018-19	55.6209	54.4480	90.0000	78.7500
2017-18	56.9391	47.4996	90.0000	82.5000
2016-17	55.6259	46.1068	90.0000	86.2500
2015-16	55.7335	44.7021	90.0000	
2014-15	54.4002	43.3997	95.0000	
2013-14	52.8166	59.9334	100.0000	
2012-13	50.7518	57.5411	100.0000	

Source: Iowa Department of Revenue

Property is assessed on a calendar year basis. The assessments finalized as of January 1 of each year are applied to the following fiscal year. For example, the assessments finalized on January 1, 2017 are used to calculate tax liability for the tax year starting July 1, 2018 through June 30, 2019. Presented below are the historic property valuations of the Issuer by class of property.

Property Valuations

Actual Valuation					
Valuation as of January	2018	2017	2016	2015	2014
Fiscal Year	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>
Residential:	252,041,489	251,768,379	255,766,144	254,955,610	253,433,351
Agricultural Land:	346,380	346,380	377,660	379,240	417,910
Ag Buildings:	11,640	11,640	15,210	15,210	22,050
Commercial:	85,376,655	84,439,705	83,504,110	85,189,107	106,287,506
Industrial:	34,153,193	34,678,831	35,325,352	39,082,775	35,314,677
Multiresidential:	23,664,834	24,749,955	16,773,442	16,590,947	
Personal RE:	0	0	0	0	0
Railroads:	5,189,997	4,455,733	4,716,848	4,405,254	3,794,573
Utilities:	1,703,660	1,556,985	1,515,835	1,682,699	1,858,415
Other:	0	0	0	0	0
Total Valuation:	402,487,848	402,007,608	397,994,601	402,300,842	401,128,482
Less Military:	920,444	963,040	996,376	1,044,528	1,086,360
Net Valuation:	401,567,404	401,044,568	396,998,225	401,256,314	400,042,122
TIF Valuation:	32,921,494	32,103,358	32,304,017	27,592,636	21,139,241
Utility Replacement:	193,711,878	167,775,802	147,755,254	138,426,452	122,991,586
Taxable Valuation					
Valuation as of January	2018	2017	2016	2015	2014
Fiscal Year	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>
Residential:	143,205,892	139,765,187	145,399,853	141,574,726	141,022,054
Agricultural Land:	194,429	188,593	179,384	174,856	186,815
Ag Buildings:	6,534	6,339	7,224	7,013	9,855
Commercial:	76,177,452	75,450,575	74,591,309	76,177,950	95,601,178
Industrial:	28,165,495	28,606,831	29,178,482	32,963,052	29,777,791
Multiresidential:	17,748,664	19,490,604	13,838,108	14,309,707	
Personal RE:	0	0	0	0	0
Railroads:	4,670,997	4,010,160	4,245,163	3,964,729	3,415,116
Utilities:	1,703,660	1,556,985	1,515,835	1,682,699	1,858,415
Other:	0	0	0	0	0
Total Valuation:	271,873,123	269,075,274	268,955,358	270,854,732	271,871,224
Less Military:	920,444	963,040	996,376	1,044,528	1,086,360
Net Valuation:	270,952,679	268,112,234	267,958,982	269,810,204	270,784,864
TIF Valuation:	32,921,494	32,103,358	32,304,017	27,592,636	21,139,241
Utility Replacement:	48,770,262	49,263,631	47,744,389	50,083,341	46,361,412

Valuation Year	Actual Valuation w/ Utilities	% Change in Actual Valuation	Debt Service Valuation w/ Utilities	% Change in Debt Service Valuation
2018	628,200,776	4.54%	352,644,435	0.91%
2017	600,923,728	4.14%	349,479,223	0.42%
2016	577,057,496	1.72%	348,007,388	0.15%
2015	567,275,402	4.25%	347,486,181	2.72%
2014	544,172,949	1.72%	338,285,517	-1.18%

Source: Iowa Department of Management

Tax Rates

The City Council levied the following taxes for collection during the fiscal years indicated: (Source: Local Division, Iowa State Comptroller, Office)

<u>Fiscal Year</u>	<u>General</u>	<u>Outside</u>	<u>Emergency</u>	<u>Debt Service</u>	<u>Employee Benefits</u>	<u>Capital Improve</u>	<u>Total Levy</u>
2019	8.10000	0.34050	0.27000	2.04684	6.58615	0.00000	17.34349
2018	8.10000	0.50235	0.27000	2.02214	5.96604	0.00000	16.86053
2017	8.10000	0.22996	0.26819	1.44347	5.96641	0.00000	16.00803
2016	8.10000	0.50000	0.27000	1.07940	5.75179	0.00000	15.70119
2015	8.10000	0.50000	0.27000	2.30339	5.88000	0.00000	17.05339

Source: Iowa Department of Management

Combined Historic Tax Rates

<u>Fiscal Year</u>	<u>City</u>	<u>School</u>	<u>College</u>	<u>State</u>	<u>Assessor</u>	<u>Ag Extens</u>	<u>County</u>	<u>Total Levy Rate</u>
2019	17.34349	18.99203	1.15723	0.00290	0.38920	0.20361	8.14941	46.23787
2018	16.86053	19.25944	1.15723	0.00310	0.38770	0.20409	8.26129	46.13338
2017	16.00803	19.32391	1.15788	0.00330	0.39817	0.20410	8.26130	45.35669
2016	15.70119	20.17089	1.12916	0.00330	0.39843	0.20250	8.42096	46.02643
2015	17.05339	18.92161	1.03893	0.00330	0.40605	0.21193	8.42095	46.05616

Source: Iowa Department of Management

Tax Collection History

<u>Fiscal Year</u>	<u>Amount Levied</u>	<u>Amount Collected</u>	<u>Percentage Collected</u>
2018	5,385,662	5,391,730	100.11%
2017	5,158,332	5,136,726	99.58%
2016	4,999,893	5,117,798	102.36%
2015	5,269,591	5,329,569	101.14%
2014	4,940,316	4,935,106	99.89%

Source: City of Keokuk

Ten Largest Taxpayers

Set forth in the following table are the persons or entities which represent the 2017 largest taxpayers within the City, as provided by the Lee County Assessor’s Offices. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City’s mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u>	<u>2017 Taxable Valuation</u>	<u>Percent of Total</u>
Roquette America, Inc	35,594,251	10.18%
Union Electric Transmission	26,337,778	7.54%
Interstate Power & Light Co - Trans Electric	14,386,613	4.12%
Wal-Mart Stores Inc	8,123,301	2.32%
Liberty Utilities-Gas	7,550,647	2.16%
Keokuk Village Circle, LTD, NFP	7,097,041	2.03%
Twin Rivers Storage Inc	4,852,337	1.39%
Schlegel Corp	3,305,898	0.95%
Burlington Northern Santa Fe	3,277,559	0.94%
3111 Main St Keokuk-Ia, Llc	2,899,539	0.83%
	Total	32.46%

Source: Lee County Assessor

(1) Utility Property Tax Replacement

Beginning in 1999, the State replaced its previous property tax assessment procedure in valuing the property of entities involved primarily in the production, delivery, service and sale of electricity and natural gas with a replacement tax formula based upon the delivery of energy by these entities. Electric and natural gas utilities now pay replacement taxes to the State in lieu of property taxes. All replacement taxes are allocated among local taxing cities by the State Department of Revenue and Finance and the Department of Management. This allocation is made in accordance with a general allocation formula developed by the Department of Management on the basis of general property tax equivalents. Properties of these utilities are exempt from the levy of property tax by political subdivisions. Utility property will

continue to be valued by a special method as provided in the statute and taxed at the rate of three cents per one thousand dollars for the general fund of the State.

The utility replacement tax statute states that the utility replacement tax collected by the State and allocated among local taxing cities (including the Issuer) shall be treated as property tax when received and shall be disposed of by the county treasurer as taxes on real estate. However, utility property is not subject to the levy of property tax by political subdivisions, only the utility replacement tax and statewide property tax. It is possible that the general obligation debt capacity of the Issuer could be adjudicated to be proportionately reduced in future years if utility property were determined to be other than “taxable property” for purposes of computing the Issuer’s debt limit under Article XI of the Constitution of the State of Iowa. There can be no assurance that future legislation will not (i) operate to reduce the amount of debt the Issuer can issue or (ii) adversely affect the Issuer’s ability to levy taxes in the future for the payment of the principal of and interest on its outstanding debt obligations, including the Bonds. Approximately 13.82% of the Issuer’s tax base currently is utility property. Notwithstanding the foregoing, the Issuer has the obligation to levy taxes against all the taxable property in the Issuer sufficient to pay principal of and interest on the Bonds.

Direct General Obligation Debt*

Presented below is the City’s outstanding general obligation debt payments by series and fiscal year:

<u>Fiscal year</u>	<u>11/19/12</u>	<u>5/1/13</u>	<u>5/1/13</u>	<u>5/1/13</u>	<u>6/1/16</u>	<u>6/1/16</u>	<u>4/1/19</u>	<u>Principal</u>	<u>Interest</u>	<u>P&I</u>
2019	75,000	220,000	250,000	200,000	240,000	325,000		1,310,000	293,245	1,603,245
2020	75,000	250,000	250,000	200,000	235,000	335,000	0	1,345,000	349,397	1,694,397
2021	75,000	265,000	250,000	200,000	235,000	330,000	0	1,355,000	317,818	1,672,818
2022	80,000	250,000	275,000	200,000	235,000	340,000	0	1,380,000	295,810	1,675,810
2023	80,000	275,000	225,000	200,000	230,000	350,000	0	1,360,000	271,075	1,631,075
2024	80,000	250,000	300,000	200,000	225,000	365,000	0	1,420,000	245,615	1,665,615
2025	85,000	250,000	275,000	200,000	220,000	365,000	0	1,395,000	218,040	1,613,040
2026	85,000	250,000	275,000	200,000	215,000	370,000	0	1,395,000	190,140	1,585,140
2027	90,000			200,000	210,000	380,000	10,000	890,000	160,293	1,050,293
2028	90,000			200,000	210,000	390,000	15,000	905,000	141,503	1,046,503
2029	95,000			200,000	205,000	405,000	20,000	925,000	121,333	1,046,333
2030	100,000			200,000	210,000		30,000	540,000	97,998	637,998
2031	105,000			200,000			35,000	340,000	83,798	423,798
2032	105,000			200,000			40,000	345,000	74,225	419,225
2033				200,000			50,000	250,000	64,000	314,000
2034							300,000	300,000	64,000	364,000
2035							310,000	310,000	52,000	362,000
2036							320,000	320,000	39,600	359,600
2037							330,000	330,000	26,800	356,800
2038							340,000	340,000	13,600	353,600
Totals:	1,220,000	2,010,000	2,100,000	3,000,000	2,670,000	3,955,000	1,800,000	16,755,000	3,224,620	19,979,620

Source: City of Keokuk

*The City suffered a catastrophic fire at City Hall on February 5, 2019. Although the facility was insured, it is too early to evaluate the cost of repair / replacement or the need to finance a portion of those costs.

Sewer Revenue Debt

In October of 2009, the City issued its wastewater revenue notes to the Iowa State Revolving Loan Fund (the “SRF”) in the cumulative amount of \$5,500,000, of which the payment obligation on \$1,650,000 of the notes are subject to forgiveness annually by the SRF pursuant to the American Recovery and Reinvestment Act of 2009. In addition, the City has two outstanding long-term sewer revenue notes, one issued in 2013 and one in 2015, to the SRF in the total amount of \$11,684,000, said amounts subject to change (downward) when the projects that are funded by the note proceeds are completed. Presented below is the outstanding principal on the City’s existing wastewater revenue obligations not including the short term loans:

<u>Fiscal Year</u>	<u>1/20/10</u>	<u>6/5/15</u>	<u>12/20/13</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Total P&I</u>
2019	119,000	332,000	232,000	683,000	147,496	830,496
2020	123,000	335,000	235,000	693,000	138,884	831,884
2021	126,000	339,000	238,000	703,000	130,097	833,097
2022	131,000	342,000	241,000	714,000	121,156	835,156
2023	135,000	345,000	244,000	724,000	112,010	836,010
2024	139,000	349,000	248,000	736,000	102,689	838,689
2025	144,000	352,000	252,000	748,000	93,173	841,173
2026	148,000	356,000	254,000	758,000	83,441	841,441
2027	153,000	359,000	258,000	770,000	73,537	843,537
2028	158,000	363,000	261,000	782,000	63,417	845,417
2029	163,000	367,000	265,000	795,000	53,083	848,083
2030	169,000	370,000	268,000	807,000	42,526	849,526
2031	174,000	374,000	272,000	820,000	31,733	851,733
2032		377,000	276,000	653,000	20,716	673,716
2033		381,000	279,000	660,000	14,852	674,852
2034		385,000	283,000	668,000	8,926	676,926
2035		390,000		390,000	2,925	392,925
Totals:	1,882,000	6,116,000	4,106,000	12,104,000	1,240,658	13,344,658

Source: City of Keokuk

Self-Supporting Debt

All of the following bonds are self-supporting from the City’s twin rivers drive tax increment area, sanitary sewer income or other alternate revenue sources. Presented below is a summary of the principal and interest obligations of the City’s self-supporting debt:

<u>Fiscal Year</u>	<u>Series C 5/1/13</u>	<u>Series A 6/1/16</u>	<u>Series B 6/1/16</u>	<u>Series D 5/1/13</u>	<u>4/1/19</u>	<u>Total</u>	<u>Interest</u>	<u>Total P&I</u>
2019	250,000	158,400	325,000	200,000	0	933,400	218,522	1,151,922
2020	250,000	155,100	335,000	200,000	0	940,100	279,146	1,219,246
2021	250,000	155,100	330,000	200,000	0	935,100	252,927	1,188,027
2022	275,000	155,100	340,000	200,000	0	970,100	236,975	1,207,075
2023	225,000	151,800	350,000	200,000	0	926,800	218,948	1,145,748
2024	300,000	148,500	365,000	200,000	0	1,013,500	201,087	1,214,587
2025	275,000	145,200	365,000	200,000	0	985,200	181,267	1,166,467
2026	275,000	141,900	370,000	200,000	0	986,900	161,563	1,148,463
2027		138,600	380,000	200,000	10,000	728,600	140,145	868,745
2028		138,600	390,000	200,000	15,000	743,600	124,673	868,273
2029		135,300	405,000	200,000	20,000	760,300	108,073	868,373
2030		138,600		200,000	30,000	368,600	88,665	457,265
2031				200,000	35,000	235,000	78,600	313,600
2032				200,000	40,000	240,000	71,600	311,600
2033				200,000	50,000	250,000	500,000	1,000,000
2034					260,000	260,000	520,000	1,040,000
2035					270,000	270,000	540,000	1,080,000
2036					280,000	280,000	560,000	1,120,000
2037					290,000	290,000	580,000	1,160,000
2038					300,000	300,000	600,000	1,200,000
Totals:	2,100,000	1,762,200	3,955,000	3,000,000	1,600,000	12,417,200	5,662,189	19,729,389

Source: City of Keokuk

Urban Renewal Obligations

The City has does not have any outstanding urban renewal tax increment revenue backed securities.

Solid Waste Revenue Debt

Presented below is the outstanding principal and interest on the City's existing solid waste enterprise revenue obligations:

<u>Year</u>	<u>2008C</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Total P&I</u>
2019	85,000	85,000	3,349	88,349
Totals:	85,000	85,000	3,349	88,349

Source: City of Keokuk

Public Funds Investments

As of June 30, 2018, the City held investments in the following amounts:

	<u>Amount on Deposit</u>
IPAIT CD	
Money Market	
US Treasuries	
Checking	
Cash on hand	
Cemetery Trust	
Total	

Source: City of Keokuk

Debt Limit

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by the constitutional debt limit, which is an amount equal to 5% of the actual value of property within the corporate limits, taken from the last County Tax list. The Issuer's debt limit, based upon said valuation, amounts to the following:

Actual Value of Property, 2017:	600,923,728
X	0.05
Statutory Debt Limit:	30,046,186
Total General Obligation Debt:	16,755,000
Total Annual Appropriation Obligations	
Total Loan Agreements:	
Capital Leases:	
Total Urban Renewal Revenue Debt:	
Total Debt Subject to Limit:	16,755,000
Percentage of Debt Limit Obligated:	55.76%

Source: Iowa Department of Management

Overlapping & Underlying Debt

Presented below is a listing of the overlapping and underlying debt for Issuers within the District and the amount applicable to the City of Keokuk:

<u>Taxing Authority</u>	<u>Outstanding Debt</u>	<u>2018 Taxable Valuation</u>	<u>Taxable Value Within Issuer</u>	<u>Percentage Applicable</u>	<u>Amount Applicable</u>
Keokuk Community School District	560,000	430,767,295	352,644,435	81.86%	458,440
Lee County	5,559,000	1,521,708,184	352,644,435	23.17%	1,288,256
Southeastern Community College	19,535,000	4,571,804,439	352,644,435	7.71%	1,506,825
Great Prairie Area Education Agency		10,867,695,546	352,644,435	3.24%	
				Total	3,253,521

Source: Iowa Department of Management

FINANCIAL SUMMARY

Actual Value of Property, 2018:	\$628,200,776
Taxable Value of Property, 2018:	352,644,435
Direct General Obligation Debt:	\$16,755,000
Less Self-Supported General Obligation Debt:	-12,617,200
Net Direct General Obligation Debt:	\$4,137,800
Overlapping Debt:	3,253,521
Net Direct & Overlapping General Obligation Debt:	\$7,391,321
Population, 2010 US Census Bureau:	10,780
Net Direct Debt per Capita*:	\$383.84
Total Debt per Capita:	\$685.65
Net Direct Debt to Taxable Valuation:	1.17%
Total Debt to Taxable Valuation:	2.10%
Net Direct Debt to Actual Valuation:	0.66%
Total Debt to Actual Valuation:	1.18%
Actual Valuation per Capita:	\$58,275
Taxable Valuation per Capita:	\$32,713

Source: Iowa Department of Management

APPENDIX B – FORM OF LEGAL OPINION

We hereby certify that we have examined a certified transcript of the proceedings of the City Council and acts of administrative officers of the City of Keokuk, State of Iowa (the "Issuer"), relating to the issuance of Taxable General Obligation Capital Loan Notes, Series 2019A, by said City, dated _____, 2019, in the denomination of \$5,000 or multiples thereof, in the aggregate amount of \$ _____ (the "Notes").

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion as bond counsel.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the resolution authorizing the Loan Agreement and issuance of the Notes (the "Resolution") and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination and in reliance upon the certified proceedings and other certifications described above, we are of the opinion, under existing law, as follows:

The Issuer is duly created and validly existing as a body corporate and politic and political subdivision of the State of Iowa with the corporate power to adopt and perform the Resolution and Loan Agreement and issue the Notes.

The Loan Agreement and Notes are valid and binding general obligations of the Issuer.

All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Notes. Taxes have been levied by the Resolution for the payment of the Notes and the Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent the necessary funds are not provided from other sources.

The interest on the Notes is not excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended. THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST THEREON AS SUBJECT TO FEDERAL INCOME TAXATION. We express no other opinion regarding any other federal or state income tax consequences caused by the receipt or accrual of interest on the Notes.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Notes. Further, we express no opinion regarding tax consequences arising with respect to the Notes other than as expressly set forth herein.

The rights of the owners of the Notes and the enforceability of the Notes are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Keokuk, State of Iowa (the "Issuer"), in connection with the issuance of \$_____ Taxable General Obligation Capital Loan Notes, Series 2019A (the "Notes") dated _____, 2019. The Notes are being issued pursuant to a Resolution of the Issuer approved on April 4, 2019 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2019.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

The Issuer shall, or shall cause the Dissemination Agent to not later than the 15th day of April each year, commencing with information for the 2018/2019 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information

if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

The Dissemination Agent shall:

each year file Annual Financial Information with the National Repository; and

(if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4, Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

The last available audited financial statements of the Issuer for the prior fiscal year. The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Property Valuations", "Tax Rates", "Combined Historic Tax Rates", "Tax Collection History", "Outstanding Debt", and "Debt Limit and Financial Summary".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

Principal and interest payment delinquencies;

Non-payment related defaults, if material;

Unscheduled draws on debt service reserves reflecting financial difficulties;

Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;

Substitution of credit or liquidity providers, or their failure to perform;

Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

Modifications to rights of Holders of the Notes, if material;

Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

Defeasances of the Notes;

Release, substitution, or sale of property securing repayment of the Notes, if material;

Rating changes on the Notes;

Bankruptcy, insolvency, receivership or similar event of the Issuer;

The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

Appointment of a successor or additional trustee or the change of name of a trustee, if material;

Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business

Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2019.

CITY OF KEOKUK, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Keokuk, Iowa.

Name of Note Issue: \$ _____ Taxable General Obligation Capital Loan Notes, Series 2019A

Dated Date of Issue: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF KEOKUK, STATE OF IOWA

By: _____
Its: _____



COUNCIL ACTION FORM

Date: April 4, 2019

Presented By: O'Donnell

Subject: Resolution Approving Agreement- CAT Grant Agenda Item: _____

Description:

The Keokuk Parks Foundation applied for and received a Community Attraction and Tourism (CAT) grant in the amount of \$16,151 for the 5th St pickleball courts. The City is listed as a co-recipient and must approve the agreement with the Iowa Economic Development Authority (IEDA).

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: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AGREEMENT WITH THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY FOR COMMUNITY
ATTRACTION AND TOURISM GRANT**

WHEREAS, the Keokuk Parks Foundation (KPF) is planning to convert the tennis courts on 5th Street in Keokuk, Iowa into six (6) pickleball courts; and

WHEREAS, to fund the project, KPF has been awarded a Community Attraction and Tourism (CAT) grant through the Iowa Economic Development Authority (IEDA); and

WHEREAS, the City of Keokuk, Iowa is a co-recipient of said grant.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, approves the Community Attraction and Tourism Grant Agreement and authorize the Mayor to execute said agreement on behalf of the City of Keokuk, Iowa.

PASSED, APPROVED, AND ADOPTED this 4th day of April, 2019.

Mayor –Thomas L. Richardson

ATTEST:

Jean Ludwig

**COMMUNITY ATTRACTION AND TOURISM (CAT)
GRANT AGREEMENT**

RECIPIENT: City of Keokuk & Keokuk Parks Foundation
CAT AGREEMENT NUMBER: 19-CAT-012
EFFECTIVE DATE: March 13, 2019
PROJECT NAME: Keokuk Parks Foundation Pickleball Court Project
TOTAL GRANT AMOUNT: \$16,151
PROJECT COMPLETION DATE: March 31, 2021

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of Keokuk & Keokuk Parks Foundation ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on **March 13, 2019**, unanimously voted to award a Grant of \$16,151 to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit

C), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means **March 31, 2021**, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 200 East Grand Avenue, Des Moines, Iowa 50309. The Enhance Iowa program is administered by IEDA. IEDA's address is 200 East Grand Avenue, Des Moines, Iowa 50309.

3.2 **RECIPIENT** The **City of Keokuk** is an Iowa **municipality** located at **415 Blondeau Street, Keokuk, Iowa 52632**. The **Keokuk Parks Foundation** is an Iowa **non-profit** located at **1744 Hilton Road, Keokuk, IA 52632**.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

ARTICLE 5
TERMS OF GRANT

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit C). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit C). Recipient shall maintain the Project in accordance with the representations in Exhibits A and C during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit C of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit C. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit C of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost

listed in Exhibit C to determine the change in Project Cost. Second, the change in Project Cost is divided by the total Project Cost listed in Exhibit C. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit C of the Agreement

- The funded project had a total project cost listed in Exhibit C of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit C of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit C (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6
CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

For the Keokuk Park Foundation:

- (i) Certified copies of Recipient's Articles of Incorporation and By-Laws.
- (ii) A certificate of incumbency naming Recipient's current officers and directors.

- (iii) Documentation of satisfactory credit history with no outstanding judgments or unsatisfied liens.
- (iv) A Certificate of Standing issued by the Iowa Secretary of State.
- (v) A resolution of the City Council/Recipient's Board of Directors authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.
- (vi) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (vii) Form "W-9, Request for taxpayer identification number and certification."

For the City of Keokuk:

- (i) A resolution of the City Council/Recipient's Board of Directors authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.
- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 **REIMBURSEMENT OF FUNDS** Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit C of the Agreement

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000

- Local Match: \$944,000

In-kind allowance

- Local Match (\$944,000) multiplied by 25% equals \$236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000) equals \$908,000.
- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel,

or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is one hundred and eleven thousand, three hundred and sixty-nine dollars (\$111,369). If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8 **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by **March 31, 2021**. For the purposes of this section, "complete" means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient's Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly

agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9 **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit C).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if

bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10

GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **ENHANCE IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 **SURVIVAL OF AGREEMENT** Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 **CHOICE OF LAW AND FORUM** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United

States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 **NO THIRD-PARTY BENEFICIARIES** There are no third-party beneficiaries to this Agreement.

10.8 **MODIFICATION** Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Enhance Iowa Award Letter.
- (c) Exhibit C - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit C - Program Description and Budget.
- (c) Exhibit B - Enhance Iowa Award Letter.
- (d) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY: _____
Emily Damman, Vice Chair

FOR RECIPIENT:

BY: _____
Karole Smith, Chairperson
Keokuk Parks Foundation

BY: _____
Tom Richardson, Mayor
City of Keokuk

CAT Agreement Number: 19-CAT-012
City of Keokuk & Keokuk Parks Foundation

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | CAT Application as approved by the Enhance Iowa Board (on file with IEDA) |
| Exhibit B | Enhance Iowa Award Letter |
| Exhibit C | Program Description and Budget |

**COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET**

EXHIBIT C

Recipient: Keokuk Parks Foundation & City of Keokuk

Award Date: March 13, 2019

Agreement Number: 19-CAT-012

PROJECT DESCRIPTION		AMOUNT BUDGETED		
		CAT	MATCH	TOTAL
The project includes the rehabilitation of the existing North 5th Street tennis courts into six pickleball courts.		\$16,151	\$95,218	\$111,369
TOTAL OF ALL FUNDS BUDGETED:		\$16,151	\$95,218	\$111,369



COUNCIL ACTION FORM

Date: April 4, 2019

Presented By: O'Donnell

Subject: Special Event Permit-Wine Over Waters Agenda Item: _____

Description:

Main Street Keokuk is requesting a special event permit for their Wine Over Water and Brews on the Bridge. The event is Saturday September 21, 2019. As Main Street will be serving alcohol, the application requires approval of the City Council.

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: _____

Make It Yours
KEOKUK
I O W A

**SPECIAL EVENTS APPLICATION &
HOLD HARMLESS AGREEMENT**

Please complete all sections of this application. An incomplete application will be returned to applicant. Once all required documentation and signatures are received, only then will it be considered by the City Administrator, Police Chief, Fire Chief and Public Works Director for final approval. Application must be submitted at least **30 days** prior to the date of the event.

*Some permits for events may require additional time for approval
(For example: Parades requiring use of a state highway)*

PLEASE RETURN TO: Keokuk Municipal Building to the Attention of the City Administrator

1. APPLICANT INFORMATION

Applicant: Main Street Keokuk, Inc.

Name/Event: Wine Over Water and Brews on the Bridge

Coordinator: Joyce Glasscock/MSKI Board of Directors

Mailing Address: 511 Blondeau Street Suite 3, Keokuk, IA 52632

Daytime Phone #: 319.524.5056 Evening Phone #: 319.520.7723

Email Address: director@mainstreetkeokuk.com

2. EVENT INFORMATION

Type of Event: Regional wine and beer tasting

Days/Dates of Event: Saturday, September 21, 2019

Time(s) of Event: (Include Set Up/Tear Down Time) 10:00 AM – 6:30 PM

Event Location: Observation Deck – 1st & Lucas Avenue (area)

Will event require an alcohol license or require modification of an existing license? _____ Yes ___X___ No

3. **REQUEST INFORMATION (Check All Applicable Lines)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

- Temporarily park in a "No Parking" area (specify location :)
- Temporarily close a street for a block party (specify street :)
- Temporarily install structure in street right-of-way
- Permanently install structure in street right-of-way
- Use of City Park (specify park :)
- Parade (attach map of route and indicate streets to be closed)
- Walk/Run (attach map of route and indicate streets to be closed)
- Banner (specify location :) on gate at Observation Deck
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft (10 x 10 pop-up canopies)
- Fireworks (specify location :)
- Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF KEOKUK** (\$25 rental fee required per item requested)

- Street barricades
- Emergency "No Parking" Signs
- Other (please specify :) 8 picnic tables

5. **SOUND SYSTEMS**

NOTE: You must comply with the City of Keokuk Code of Ordinances and any requirements attached to this permit.

Duration of event: 2:30 – 5:30

Please indicate if the following will be used:

- | | |
|---|--|
| <input type="checkbox"/> Amplified Sound/Speaker System | <input type="checkbox"/> Recorded Music |
| <input checked="" type="checkbox"/> Public Address System | <input checked="" type="checkbox"/> Live Music (unplugged) |

6. **SANITATION**

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? _____ Yes No _____ If yes, how many? _____

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: Joyce Glasscock/Main Street Keokuk, Inc. Board of Directors

Address: 511 Blondeau Street

Daytime Phone: 319.524.5056

Evening Phone: 319.520.7723

7. **SECURITY**

Certified personnel are required by the Chief of Police at the applicant's expense for all events requiring an alcohol license. At a minimum, 2 police officers certified in the State of Iowa will be required, no exceptions. What type of security will be provided?

2 Number of Off-Duty Police Officers

Names: Request submitted. Names pending sign-up.

8. **INSURANCE**

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an **event on public property**. For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the City of Keokuk until the proper insurance certificate is submitted and approved by the City Administrator.

_____ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

9. AGREEMENT

In consideration of the City of Keokuk, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Keokuk, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Keokuk, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.



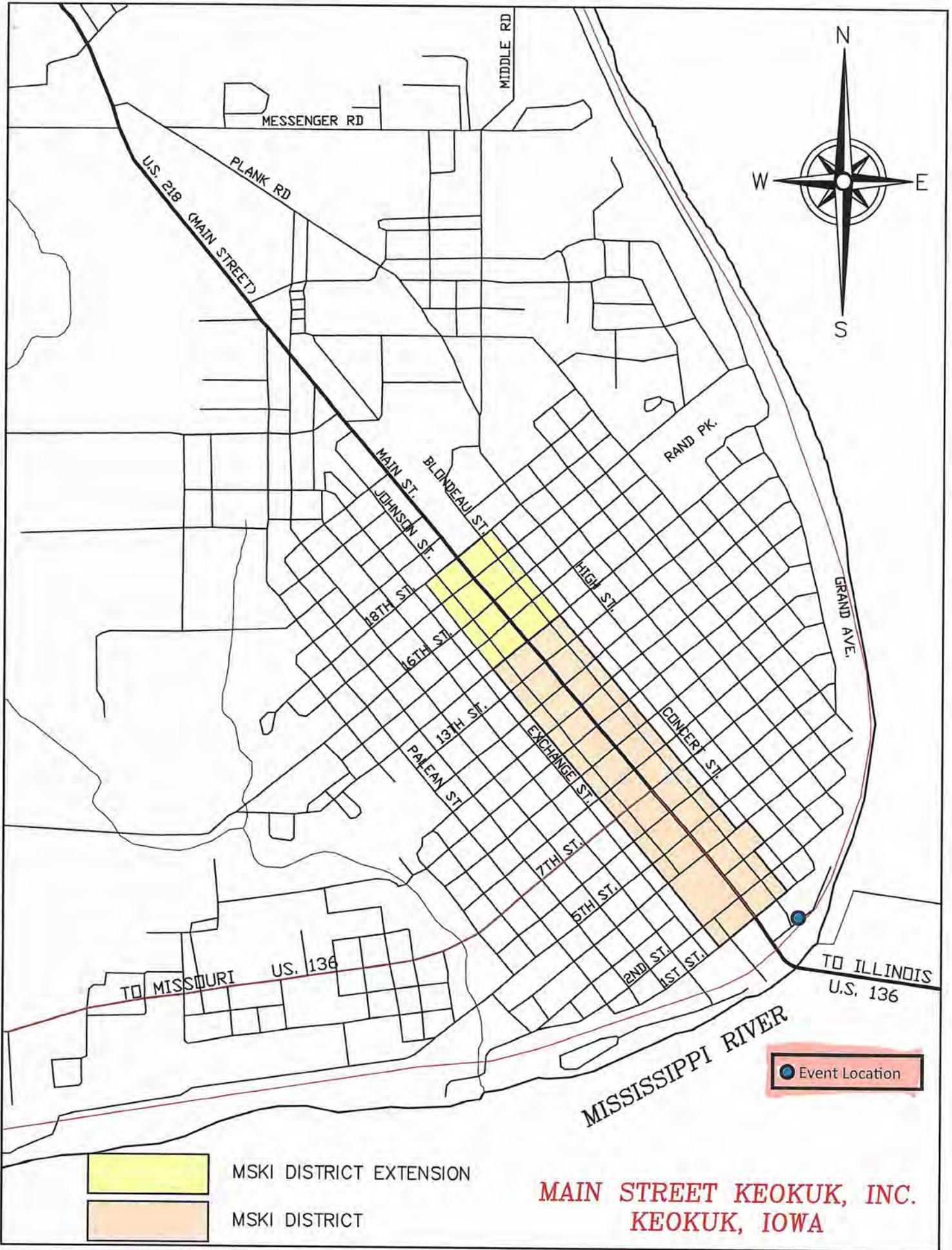
Applicant/Sponsor Signature

03.20.2019

Date

Please Draw a Map of Event Area or Attach a Drawing to the Application

See attached



MSKI DISTRICT EXTENSION

MSKI DISTRICT

**MAIN STREET KEOKUK, INC.
KEOKUK, IOWA**



COUNCIL ACTION FORM

Date: April 4, 2019

Presented By: O'Donnell

Subject: Adding Speakers- PD VISA Card Agenda Item: _____

Description:

The Police Department has a shared VISA card for officer trips and certain purchases. As a result of the City Hall fire, the February statement was destroyed. When we contacted the card company we could not make any changes or corrections to the account as the only authorized "speaker" for the card was former Chief RL Dobson. To change the speakers we must send a letter with names to be added/removed and a copy of our minutes where action was taken to name the authorized speakers. I am requesting that the Council motion to remove RL Dobson and add David Hinton, Amy Dietsch and Cole O'Donnell as authorized speakers.

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: _____



TO: Mayor and City Council
FROM: Cole S. O'Donnell
DATE: April 1, 2019
RE: Administrator's Report

1. Phones: We have experienced some problems with our phone service this past week. This was a result of our old numbers not being ported to our new phone carrier. We have instituted a short term fix and will be working on a permanent fix.
2. Riverfront Trail Grant Application: Our application scored second highest in the review process. I am unsure if there will be sufficient funding for our project and will forward more information when available. There was only \$220,000 available and the first project requested more than that amount.
3. Laserfiche: The software has been loaded and staff sat through a training session last week. Documents are still being scanned and directories created. The system will allow us to archive and search documents while reducing the need for hard copies.
4. Barge: The Barge Commission will meet on Tuesday to review the inspection report. I have asked them to make formal recommendations to the Council on the final disposition of the vessel including options. Once the Council has acted on the recommendations, staff will proceed accordingly. We have received interest from several salvage companies and will keep their information on file.
5. Brownfield: We received proposals for an environmental consultant. Impact 7G scored the highest and we will be negotiating a contract for your consideration. Impact has completed much of the preliminary work on the project and will be able to move the project forward quickly.
6. SID Center: Staff was part of a conference call with EDA and PSBA regarding plans submitted. There were minor changes and I hope that we can begin to move this project forward soon.
7. Recovery: When we moved into 601 Main, I used a large whiteboard to list things we needed to get done, supplies/equipment we need to purchase, and several items we needed to consider. As we worked on the lists, we would add things we thought of and erase things we got done. This past week the board was wiped clean. All items had been addressed. The speed at which we completed all of these tasks was a direct result of the hard work and dedication of the employees at City Hall and several outside of the offices. They have done a tremendous job and I congratulate all of them on a job well done.