

**AGENDA**  
**COUNCIL WORKSHOP**  
**February 21, 2019**  
**5:30 P.M.**

- (1) Review council meeting agenda.

**AGENDA**  
**CITY COUNCIL MEETING**  
**February 21, 2019**  
**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 February 7, 2019;
  - Resolution approving a Liquor License for Beef, Bread & Brew, 2601 Main Street, effective March 1, 2019 – Class C Liquor License with Sunday Sales;
  - Resolution approving a Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street, effective March 2, 2019 – Class A Liquor License (pending fire inspection);
  - Resolution approving a Liquor License for Lucky's Irish Pub & Grub, 528 Blondeau Street, effective March 3, 2019 – Class C Liquor License with Outdoor Service and Sunday Sales;
7. (a) Public hearing on a proposed Amendment No. 4 to the amended and restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa. A public hearing notice was published in the Daily Gate City on February 1, 2019. This public hearing was left open from the February 7, 2019 Council meeting due to a change of venue from the Public Hearing Notice.  
  
(b) Consider resolution considering designating such area as appropriate for Urban Renewal projects; and adopting Amendment No. 4 to the amended and restated Twin Rivers Urban Renewal Plan.
8. (a) Public hearing on mill and fill project on South 21<sup>st</sup> from Timea to the alley between Exchange and Johnson and Bank Street from 22<sup>nd</sup> to 18<sup>th</sup>, & South 16<sup>th</sup> & 17<sup>th</sup> from Main Street to Johnson Street. A public hearing notice was published in the Daily Gate City on February 1, 2019. This public hearing was left open from the February 7, 2019 Council meeting due to a change of venue from the Public Hearing Notice.  
  
(b) Consider resolution to accept a bid for mill and fill project on South 21<sup>st</sup> from Timea to the alley between Exchange and Johnson; Bank Street from 22<sup>nd</sup> to 18<sup>th</sup>, and South 16<sup>th</sup> and 17<sup>th</sup> from Main to Johnson Street.
9. (a) Public hearing on the mill and fill project on South 13<sup>th</sup> from Palean to Johnson Street. A public hearing notice was published in the Daily Gate City on February 1, 2019. This public hearing was left open from the February 7, 2019 Council meeting due to a change of venue from the Public Hearing Notice.  
  
(b) Consider resolution to accept a bid for the mill and fill project on South 13<sup>th</sup> from Palean to Johnson Street.

10. (a) Public hearing on the issuance of the \$ 1.4 million general obligation loan notes. A public hearing was published in the Daily Gate City on February 8, 2019. This public hearing will be left open until March 7, 2019 Council meeting due to a change of venue from the Public Hearing Notice.
11. (a) Public hearing on the issuance of \$ 400,000.00 general obligation capital loan notes. A public hearing notice was published in the Daily Gate City on February 8, 2019. This public hearing will be left open until March 7, 2019 Council meeting due to a change in venue from the Public Hearing Notice.
12. Consider resolution for funding for the Keokuk Park Foundation for a pickleball court.
13. Consider resolution approving a lease agreement with Pilot Grove Bank for temporary office facilities.
14. Motion to rescind Resolution No. 202-19 setting a public hearing for March 7, 2019 on a proposed 2019-2020 City budget.
15. Staff Reports:
16. New Business:
17. Adjourn meeting.

**MINUTES**  
**COUNCIL WORKSHOP**  
**February 7, 2019**  
**5:30 P.M.**

- 1) Reviewed the council meeting agenda and acknowledged that all three public hearings on the agenda will be opened this evening and then continued. Comments will be taken until February 21<sup>st</sup> due to the venue differing from the newspapers publication as a result of a fire at City Hall.
- 2) Discussed the multi-year fireworks purchase agreement and would like clarification before executing the agreement.
- 3) Heard budget request from Bruce Dunek of the Keokuk Community Fine Arts Council and Shannon Takes of the Sister Cities organization.
- 4) Meeting adjourned 6:25 p.m.

**MINUTES  
CITY COUNCIL MEETING  
February 7, 2019  
6:30 P.M.**

The City Council of the City of Keokuk met in regular session on February 7, 2019 at 6:30 p.m. at 1721 Fulton Street. Mayor Thomas L. Richardson, called the meeting to order. There were seven council members present, two absent. Mike O'Connor, Devon Dade, John Helenthal, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Ron Payne and Mike Moore were absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Public Works Director Mark Bousset, Community Development Director Pam Broomhall, Code Enforcement & Housing Official Kathie Mahoney and Police Chief Dave Hinton.

**MAYOR'S CORRESPONDENCE:** The Mayor discussed the fire at City Hall and thanked the many businesses and individuals that came forward to help in the recovery effort. Temporary offices will be set up on the 3<sup>rd</sup> floor of the Pilot Grove Bank, 601 Main Street.

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

- Minutes of the Safety Committee meeting of December 18, 2018;
- Cash Receipts for December 2018;
- Minutes of the Budget Workshop meeting of January 14, 2019;
- Minutes of the Council Workshop & regular City Council meeting of January 17, 2019;
- Minutes of the Safety Committee meeting of January 22, 2019;
- Minutes of the Budget Workshop meeting of January 28, 2019;
- **RESOLUTION NO. 194-19:** Approving a Liquor License for Keokuk Spirits, 1013 Main Street, effective March 1, 2019 – Class E Liquor License with Sunday Sales;
- **RESOLUTION NO. 195-19:** Approving an Urban Revitalization Tax Exemption for Robert & Kristal King, 1428 Timea Street, accessory building, and Ivan Parrish, 1780 Hilton Road, accessory building, Jeff & Jaime Bair, 40 Hilton Road Court, single family dwelling w/attached garage, Douglas Seabold, 701 Boulevard Road, accessory building;
- Appointment of Michael Marsden to the Keokuk Library Trustees, term to expire July 1, 2024;
- Motion to pay the bills and transfers listed within Register No.'s 5049-5052;

The Mayor opened the public hearing at 6:40 p.m. on a proposed Amendment No. 4 to the amended and restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa. A public hearing notice was published in the Daily Gate City on February 1, 2019.

The Mayor announced there was a change in venue for the public hearing from what was published in the newspaper due to a fire at City Hall. The City Council was informed that no consultation meeting was held to discuss the Amendment with the affected taxing entities, as the Amendment does not provide for the use of tax increment financing within the area added to the Urban Renewal Area by the Amendment, and no new projects to be financed with Tax Increment Financing are included in the Amendment.

There were no comments and the public hearing was left open until the February 21, 2019 Council meeting.

The Mayor opened the public hearing at 6:43 p.m. on a mill and fill project on South 21<sup>st</sup> from Timea to the alley between Exchange and Johnson and Bank Street from 22<sup>nd</sup> to 18<sup>th</sup>, & South 16<sup>th</sup> & 17<sup>th</sup> from Main Street to Johnson Street. A public hearing notice was published in the Daily Gate City on February 1, 2019.

The Mayor announced there was a change in venue for the public hearing from what was published in the newspaper, due to a fire at City Hall.

There were no comments and the public hearing was left open until the February 21, 2019 Council meeting.

The Mayor opened the public hearing at 6:46 p.m. on the mill and fill project on South 13<sup>th</sup> from Palean to Johnson Street. A public hearing notice was published in the Daily Gate City on February 1, 2019.

The Mayor announced there was a change in venue for the public hearing from what was published in the newspaper, due to a fire at City Hall.

There were no comments and the public hearing was left open until the February 21, 2019 Council meeting.

Motion made by Helenthal, Second by Bryant to approve the following proposed **RESOLUTION NO. 196-19:** “A RESOLUTION SETTING THE WAGE FOR THE POSITION OF BRIDGE, PARK, CEMETERY AND SANITATION MANAGER.” (6) AYES, (1) NAY (O’Connor). Motion carried.

Motion made by O’Connor, Second by Helenthal to approve the following proposed **RESOLUTION NO. 197-19:** “A RESOLUTION APPROVING THE CIVIL RIGHTS POLOCIES REQUIRED BY THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

(CDBG) GRANT REGARDING CITY OF KEOKUK POINT REPAIR PROJECT #17-WS-016.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by O’Connor to approve the following proposed **RESOLUTION NO. 198-19:** “A RESOLUTION SETTING A PUBLIC HEARING ON THE ISSUANCE OF \$ 1.4 MILLION GENERAL OBLIGATION CAPITAL LOAN NOTES.” (7) AYES, (0) NAYS. Motion carried.

Motion made by O’Connor, Second by Mortimer to approve the following proposed **RESOLUTION NO. 199-19:** “A RESOLUTION SETTING A PUBLIC HEARING ON THE ISSUANCE OF \$ 400,000.00 GENERAL OBLIGATION CAPITAL LOAN NOTES.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Bryant to approve the following proposed **RESOLUTION NO. 200-19:** “A RESOLUTION RE-APPOINTING MIKE PRIBYL TO THE SEIRPC REGIONAL REVOLVING LOAN COMMITTEE.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Mortimer to amend the following proposed **RESOLUTION NO. 201-19:** “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH J & M DISPLAYS FOR THE ANNUAL FIREWORKS DISPLAY.” (7) AYES, (0) NAYS. Motion carried.

The following resolution was then presented:

**WHEREAS**, the City of Keokuk has sponsored a firework display in conjunction with the July 4<sup>th</sup> Celebration for several years, and  
**WHEREAS**, Mr. Lenny Etter has presented a FIREWORKS DISPLAY AGREEMENT for the fireworks display, and  
**WHEREAS**, the City Attorney has reviewed the contract and found it to be in order.  
**NOW THEREFORE BE IT RESOVLED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that the Mayor is hereby authorized to execute the agreement with J & M Displays for the annual fireworks display.

Passed this 7<sup>th</sup> day of February 2019.

Motion made by Bryant, Second by Mortimer to approve the amended resolution. (7) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Greenwald to approve the following proposed **RESOLUTION NO. 202-19:** “A RESOLUTION SETTING A PUBLIC HEARING FOR MARCH 7, 2019 ON PROPOSED 2019-2020 CITY BUDGET.” (7) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** Dunek said the Community Garden Committee had a meeting on February 4 and have scheduled another meeting for February 18.

O'Donnell reported on the following: RABGRAI, Evaluation Goals, Election Law Changes, Grand Avenue/Shipleigh Construction mediation, Budget Review meeting, and fire recovery.

**NEW BUSINESS:** Linda Marsden asked the city staff to continue work towards getting council meeting information to the public.

There being no further business presented, the meeting adjourned at 7:32 p.m.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Application has been made by D & M Schwarz, Inc. for a Class C Liquor License with Sunday Sales for Beef, Bread & Brew, 2601 Main Street; **AND**

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

**WHEREAS**, such an investigation has been conducted.

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

**THAT**, D & M Schwarz, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Sunday Sales for Beef, Bread & Brew, 2601 Main Street, effective March 1, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 21<sup>st</sup> day of February 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS L. RICHARDSON, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Application has been made by Keokuk Labor Fraternal Council for a Class A Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street; **AND**

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

**WHEREAS**, such an investigation has been conducted.

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

**THAT**, Keokuk Labor Fraternal Council has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class A Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street, effective March 2, 2019 (one day event) expires March 3, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 21<sup>st</sup> day of February 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS L. RICHARDSON, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Application has been made by Elle, Inc. for a Class C Liquor License with Outdoor Service & Sunday Sales for Lucky's Irish Pub & Grub, 528 Blondeau Street; **AND**

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

**WHEREAS**, such an investigation has been conducted.

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

**THAT**, Elle, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Outdoor Service & Sunday Sales for Lucky's Irish Pub & Grub, 528 Blondeau Street, effective March 3, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 21<sup>st</sup> day of February 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
THOMAS L. RICHARDSON, MAYOR

ATTEST: \_\_\_\_\_  
JEAN LUDWIG, CITY CLERK



# COUNCIL ACTION FORM

Date: February 21, 2019

Presented By: O'Donnell

Subject: Amendment 4 to Twin Rivers URA Agenda Item: \_\_\_\_\_

## Description:

Amendment 4 extends the urban renewal area (URA) to the eastern city limits, which are within the Mississippi River. The amendment is necessary should we want to use tax increment funds for any work on the barge. The current boundary of the URA only goes to the, "high water mark" of the river. The amendment adds no valuation to the URA.

Prior to consideration of the resolution adopting Amendment 4, we are required to hold a public hearing.

## 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: \_\_\_\_\_



## ITEMS TO INCLUDE ON AGENDA

### CITY OF KEOKUK, IOWA

February 21, 2019

6:30 P.M.

#### Amended and Restated Twin Rivers Urban Renewal Plan

- Public hearing on the proposed Amendment No. 4 to the Amended and Restated Twin Rivers Urban Renewal Plan
- Resolution determining an area of the City to be a blighted and economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Amended and Restated Twin Rivers Urban Renewal Plan

#### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 21, 2019

The City Council of the City of Keokuk, State of Iowa, met in \_\_\_\_\_ session,  
at 1721 Fulton Street, Keokuk, Iowa, at 6:30 P.M., on the above date. There were present Mayor  
\_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced this was the time and place fixed for the continuation of a public hearing opened at the February 7, 2019 meeting of the City Council on the matter of the adoption of the proposed Amendment No. 4 to the Amended and Restated Twin Rivers Urban Renewal Plan.

The City Council was informed that no consultation meeting was held to discuss the Amendment with the affected taxing entities, as the Amendment does not provide for the use of tax increment financing within the area added to the Urban Renewal Area by the Amendment, and no new projects to be financed with Tax Increment Financing are included in the Amendment.

The Mayor asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that \_\_\_\_\_ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 4 to the Amended and Restated Twin Rivers Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AND ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AND ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN

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

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

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

WHEREAS, by Resolution No. 135-18, adopted September 20, 2018, this City Council approved and adopted an Amendment No. 3 to the Plan which did not add or remove any land; and

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

ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the centerline of Plank Road; thence Southeasterly along said centerline of Plank Road to the centerline of Eicher Street; thence East along said centerline of Eicher Street to the centerline of Middle Road; thence South along said centerline of Middle Road to the centerline of Washington Street; thence East along said centerline of Washington Street to the centerline of Orleans Avenue; thence Southeasterly along said centerline of Orleans Avenue to the centerline of North 17th Street; thence Northeasterly along said centerline of North 17th Street to the

intersection of said centerline of North 17th Street extended and the ordinary high water mark of the Mississippi River; thence Southerly and Westerly along said ordinary high water mark of the Mississippi River to the intersection of said ordinary high water mark of the Mississippi River and the ordinary high water mark of the Des Moines River; thence West along said ordinary high water mark of the Des Moines River to the intersection of said ordinary high water mark of the Des Moines River and the West line of Section 34 in Township 65 North, Range 5 West; thence North along said West line of Section 34 to the North line of said Section 34; thence East along said North line of Section 34 to the intersection of said North line of Section 34 and the East right-of-way of U.S. Highway 61; thence South along said East right-of-way of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway 61 and the North right-of-way of U.S. Highway 136; thence Easterly along said North right-of-way of U.S. Highway 136 to the North-South center of section lines of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence north along the said North-South center of section line of Sections 35, 26 and 23 in said Township and Range to the intersection of the centerline of Johnson Street Road; thence West along said centerline of Johnson Street Road to the centerline of U.S. Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13' 32" W, 773.25'; thence N 89° 54' 40" W, 169.0 feet; thence S 00° 13' 32" E, 318.95 feet; thence N 80° 08' 03" W, 503.33 feet; thence N 00° 33' 34" W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48' 33" W along said South line 232.49 feet; thence N 09° 29' 38" W, 280.88 feet; thence N 89° 18' E, 16.7 feet; thence N 09° 27' 38" W; 406.82 feet; thence N 00° 26' 37" W, 297.8 feet; thence S 89° 33' 23" W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26' 38" W along said R.O.W., 341.18 feet to the Northwest corner of Lot 10 in Kindustry Park; thence S 89° 44' 58" E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing S 89° 44' 58" E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57° 00' E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50' to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

AMENDMENT NO. 1 AREA

Did not add or remove land.

AMENDMENT NO. 2 AREA

Removed land as follows:

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

AMENDMENT NO. 3 AREA

Did not add or remove land.

WHEREAS, a proposed Amendment No. 4 to the Amended and Restated Twin Rivers Urban Renewal Plan ("Amendment No. 4" or "Amendment") for the Twin Rivers Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add property to the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 4 adds land, as follows:

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said centerline of North 17<sup>th</sup> Street extended, to the middle of the main channel of the Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as part of the activities described within the proposed Amendment No. 4; and

WHEREAS, by resolution adopted on January 3, 2019, this Council set a public hearing on the adoption of the proposed Amendment No. 4 for February 7, 2019 meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely

publication in the Daily Gate City, and by mailing to the other affected taxing entities, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, due to a fire at City Hall on February 5, the February 7 meeting of the Council could not be held at City Hall as provided for in the notice, and was instead held at 1721 Fulton Street, Keokuk, Iowa; and

WHEREAS, the City took reasonable efforts to notify the public of the new meeting location for the February 7 meeting, at which meeting the City Council opened the public hearing on the proposed Amendment; and

WHEREAS, at the February 7, 2019 meeting of the Council, the City Council voted to continue the public hearing to this meeting of the Council, in order to allow anyone impacted by the change in location an additional opportunity to comment; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 4, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed; and

WHEREAS, a consultation meeting was not required because the Amendment does not add projects and there is no intent to collect tax increment from the area added by Amendment No. 4.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 4 concerning the area of the City of Keokuk, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

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

b) The Plan, as amended, and Amendment No. 4 conform to the general plan for the development of the City as a whole; and

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

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby

determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

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

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

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

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

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

Section 3. That the Urban Renewal Area, as amended, continues to be a blighted and economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

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

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 4 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 4 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Lee County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 4, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 21<sup>st</sup> day of February, 2019.

---

Mayor

ATTEST:

---

City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

ATTACH THE AMENDMENT  
LABELED AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LEE )

I, the undersigned City Clerk of the City of Keokuk, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Keokuk, State of Iowa

(SEAL)

**AMENDMENT NO. 4**  
to the  
**AMENDED AND RESTATED TWIN RIVERS  
URBAN RENEWAL PLAN**  
for the  
**TWIN RIVERS  
URBAN RENEWAL AREA**  
**CITY OF KEOKUK, IOWA**

**Original Area - 1990**

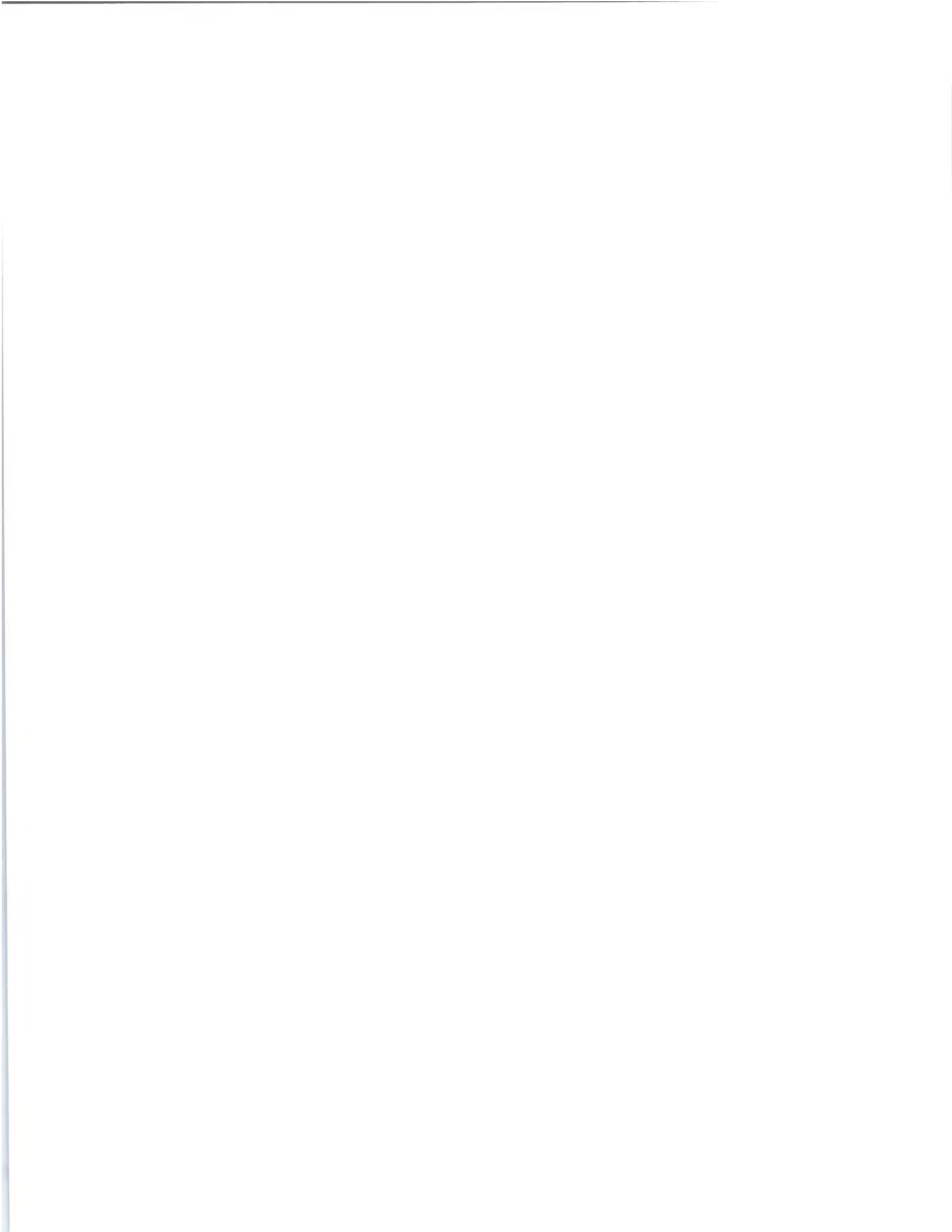
**Amended and Restated - 2008**

**Amendment #1 - 2013**

**Amendment #2 - 2016**

**Amendment #3 - 2018**

**Amendment #4 - 2019**



**AMENDMENT NO. 4**  
**to the**  
**AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN**  
**for the**  
**TWIN RIVERS URBAN RENEWAL AREA**  
**CITY OF KEOKUK, IOWA**

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

The Amended and Restated Plan was amended in 2013 (Amendment No. 1), in 2016 (Amendment No. 2), and in 2018 (Amendment No. 3), and is now being further amended with the adoption of this Amendment No. 4 (“Amendment” or “Amendment No. 4”) to add property to the Urban Renewal Area.

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

**DESCRIPTION OF THE URBAN RENEWAL AREA**

The legal description of the property being added by this Amendment No. 4 (the “Amendment No. 4 Subarea”) is attached hereto as Exhibit A. The legal description of the Urban Renewal Area, as amended, including the Amendment No. 4 Subarea, is attached hereto as Exhibit “B”. A map of the entire Urban Renewal Area, including the Amendment No. 4 Subarea, is attached hereto as Exhibit “C”.

**AREA DESIGNATION**

The Urban Renewal Area continues to be a mixed economic development (commercial and industrial development) and blighted area. This Amendment makes no change to the designation.

**BASE VALUE**

At the time that the four separate urban renewal areas were unified in 2008, each of the four areas (now “subareas” of the Urban Renewal Area) retained their previously established frozen base values. This Amendment does not change those base values.

The additional property added to the Urban Renewal Area when the Amended and Restated Plan was adopted in 2008 was not placed in a Tax Increment Financing (“TIF”) Ordinance at that time. None of the prior amendments to the Amended and Restated Plan have added property to the Urban Renewal Area (though Amendment No. 2 removed property). If any or all of the property added to the Urban Renewal Plan in 2008 with the adoption of the Amended and Restated Plan is included in a TIF Ordinance in the future, the property will receive a base value pursuant to the terms of Iowa Code Section 403.19.

This Amendment No. 4 adds property to the Urban Renewal Area. However, the City does not intend to collect tax increment revenues from within the Amendment No. 4 Subarea, and therefore, the City does not intend to place the Amendment No. 4 Subarea in a TIF Ordinance in the future. As such, the addition of the Amendment No. 4 Subarea will not affect other already established frozen base values for any other portion or subarea of the Urban Renewal Area currently in the TIF Ordinance.

### **DEVELOPMENT PLAN**

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

As the Urban Renewal Area continues to develop, the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area will be evaluated and planned for by the City and may be identified as urban renewal projects in a future amendment.

### **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects may have been authorized prior to the date of this Amendment; and may be continuing. Such projects are not listed in this Amendment but may consist of a variety of urban renewal projects.

### **ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 4)**

No new urban renewal projects are identified by this Amendment.

### **FINANCIAL INFORMATION**

1.	July 1, 2018 constitutional debt limit:	\$28,852,875
2.	Current outstanding general obligation debt:	\$14,956,000
3.	Proposed amount of indebtedness to be incurred: No new urban renewal projects are identified by this Amendment No. 4. Therefore, it is estimated that the cost of the Eligible Urban Renewal Projects identified in this Amendment No. 4 will be approximately as stated in the next column:	\$0

## **URBAN RENEWAL PLAN AMENDMENTS**

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

The City Council may amend the Urban Renewal Plan in accordance with applicable State law.

### **EFFECTIVE PERIOD**

This Amendment No. 4 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Code of Iowa. The division of revenues shall continue on the Urban Renewal Area, including all amendment areas or subareas, for the maximum period allowed by law.

The City does not intend to collect tax increment revenues from within the Amendment No. 4 Subarea, and therefore, the City does not intend to place the Amendment No. 4 Subarea in a TIF Ordinance in the future.

### **REPEALER**

Any parts of the Amended and Restated Plan, as previously amended, in conflict with this Amendment are hereby repealed.

### **SEVERABILITY**

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

**EXHIBIT A**

LEGAL DESCRIPTION OF AMENDMENT NO. 4 SUBAREA

The land being added to the Twin Rivers Urban Renewal Area by this Amendment No. 4 is legally described as follows:

AMENDMENT NO. 4 SUBAREA

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said centerline of North 17<sup>th</sup> Street extended, to the middle of the main channel of the Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

## EXHIBIT B

### LEGAL DESCRIPTION OF AREA

The Twin Rivers Urban Renewal Area, as amended, is described as follows:

#### ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the centerline of Plank Road; thence Southeasterly along said centerline of Plank Road to the centerline of Eicher Street; thence East along said centerline of Eicher Street to the centerline of Middle Road; thence South along said centerline of Middle Road to the centerline of Washington Street; thence East along said centerline of Washington Street to the centerline of Orleans Avenue; thence Southeasterly along said centerline of Orleans Avenue to the centerline of North 17th Street; thence Northeasterly along said centerline of North 17th Street to the intersection of said centerline of North 17th Street extended and the ordinary high water mark of the Mississippi River; thence Southerly and Westerly along said ordinary high water mark of the Mississippi River to the intersection of said ordinary high water mark of the Mississippi River and the ordinary high water mark of the Des Moines River; thence West along said ordinary high water mark of the Des Moines River to the intersection of said ordinary high water mark of the Des Moines River and the West line of Section 34 in Township 65 North, Range 5 West; thence North along said West line of Section 34 to the North line of said Section 34; thence East along said North line of Section 34 to the intersection of said North line of Section 34 and the East right-of-way of U.S. Highway 61; thence South along said East right-of-way of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway 61 and the North right-of-way of U.S. Highway 136; thence Easterly along said North right-of-way of U.S. Highway 136 to the North-South center of section lines of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence north along the said North-South center of section line of Sections 35, 26 and 23 in said Township and Range to the intersection of the centerline of Johnson Street Road; thence West along said centerline of Johnson Street Road to the centerline of U.S. Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13' 32" W, 773.25'; thence N 89° 54' 40" W, 169.0 feet; thence S 00° 13' 32" E, 318.95 feet; thence N 80° 08' 03" W, 503.33 feet; thence N 00° 33' 34" W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48' 33" W along said South line 232.49 feet; thence N 09° 29' 38" W, 280.88 feet; thence N 89° 18' E, 16.7 feet; thence N 09° 27' 38" W; 406.82 feet; thence N 00° 26' 37" W, 297.8 feet; thence S 89° 33' 23" W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26' 38" W along said R.O.W., 341.18 feet to the Northwest corner of Lot

10 in Kindustry Park; thence S 89° 44' 58" E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing S 89° 44' 58" E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57° 00' E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50' to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

AND

AMENDMENT NO. 2 SUBAREA

Removed land as follows:

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

AND

AMENDMENT NO. 4 SUBAREA

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said centerline of North 17<sup>th</sup> Street extended, to the middle of the main channel of the Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

EXHIBIT C

TWIN RIVERS URBAN RENEWAL AREA MAP



01547022-1\10787-075



# COUNCIL ACTION FORM

Date: 2/1/19

Presented By: Mark Boussetot *mb*

Subject: South 21st and Bank; 16th & 17th Mill and Fill Agenda Item: \_\_\_\_\_

### Description:

On Tuesday, January 29, 2019 at 4:00 p.m. the South 21st and Bank Streets; and 16th and 17th Mill and Fill Project was bid and one bid was received in the amount of \$529,428.64 from W.L. Miller Company of Hamilton, Illinois. At this time I would recommend that the Council consider the attached resolution awarding a contract to W.L. Miller Company.

### FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 110 - 2011 - 6799 Title: Capital Improvement Roadway Maintenance

Amount Budgeted: 0

Actual Cost: \$ 562,428.64

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO ACCEPT A BID FOR THE MILL AND FILL PROJECT ON SOUTH 21<sup>ST</sup> FROM TIMEA TO THE ALLEY BETWEEN EXCHANGE AND JOHNSON; BANK STREET FROM 22<sup>ND</sup> TO 18<sup>TH</sup>; AND SOUTH 16<sup>TH</sup> AND 17<sup>TH</sup> FROM MAIN STREET TO JOHNSON STREET**

WHEREAS, on Tuesday January 29<sup>th</sup>, at 4:00 p.m. the city opened one bid for the South 21<sup>st</sup> and Bank Streets; and 16<sup>th</sup> and 17<sup>th</sup> Streets Mill and Fill Project which has been designed by Poepping, Stone, Bach and Associates Inc., and

WHEREAS, the bid was submitted by W.L. Miller Company, of Hamilton Illinois in the amount of \$529,428.64

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that the City Council accept the low bid submitted by W.L. Miller Company, of Hamilton Illinois in the amount of \$529,428.64 to complete the South 21<sup>st</sup> and Bank Streets and 16<sup>th</sup> and 17<sup>th</sup> Streets Mill and Fill Project.

\_\_\_\_\_  
Mayor – Thomas L. Richardson

\_\_\_\_\_  
Attest – Jean Ludwig

# PSBA

Poepping, Stone, Bach & Associates, Inc.  
Email: psba@psba.com

Engineers, Architects, Surveyors, GIS  
www.psba.com

January 30, 2019

City of Keokuk  
ATTN: Mark Bousselot  
415 Blondeau Street  
Keokuk, IA 52632

RE: Mill & fill – 21<sup>st</sup> & Bank  
21<sup>st</sup>, Bank, 16<sup>th</sup> and 17<sup>th</sup> Streets  
Keokuk, IA  
PSBA Project No. RK-17-507A

Dear Mark,

Please find enclosed the Tabulation of Bids for the above referenced project. The bid opening for this project was held Tuesday, January 29<sup>th</sup> at 4:00 pm with one bid received. The low bid was from W.L. Miller Company from Hamilton in the amount of \$529,428.64.

I recommend awarding the contract to W.L. Miller Company for the bid amount of \$529,428.64.

Sincerely,

POEPPING, STONE, BACH &  
ASSOCIATES, INC.



Terry Knoke, P.E. & P.L.S.

TK:tk

cc: File

<input type="checkbox"/> 100 SOUTH 54TH STREET	<input type="checkbox"/> P.O. BOX 709	<input type="checkbox"/> QUINCY, IL 62306	<input type="checkbox"/> PHONE 217/223-4605	<input type="checkbox"/> FAX 217/223-1546
<input type="checkbox"/> 223 MAIN STREET	<input type="checkbox"/> P.O. BOX 817	<input type="checkbox"/> KEOKUK, IA 52632	<input type="checkbox"/> PHONE 319/524-8730	<input type="checkbox"/> FAX 319/524-7720
<input type="checkbox"/> 801 BROADWAY SUITE 224	<input type="checkbox"/> P.O. BOX 190	<input type="checkbox"/> HANNIBAL, MO 63401	<input type="checkbox"/> PHONE 573/406-0541	<input type="checkbox"/> FAX 217/223-1546
<input type="checkbox"/> 224 W MAIN STREET		<input type="checkbox"/> BOWLING GREEN, MO 63334	<input type="checkbox"/> PHONE 573/324-6868	<input type="checkbox"/> FAX 217/223-1546

City of Keokuk  
 Mill & Fill - 21st & Bank  
 21st, Bank, 16th and 17th Streets  
 PSBA Project No. RK-17-507A  
 Bid Opening: January 29, 2019 - 4:00 PM

#	Description	Units	Engineer's Estimate			W.L. Miller Co. Hamilton, IL		
			Quantity	Unit Price	Total	Unit Price	Total	
1	Clearing & Grubbing	LS	1.0	\$ 1,100.00	\$ 1,100	\$ 2,650.00	\$ 2,650.00	
2	Excav., Class 10, Unsuitable	CY	250.0	\$ 10.00	\$ 2,500	\$ 45.00	\$ 11,250.00	
3	Subgrade Stab. Mtl. (Geotextile Fabric)	SY	1,000.0	\$ 4.00	\$ 4,000	\$ 3.00	\$ 3,000.00	
4	Graded Stone Base	TON	440.0	\$ 23.00	\$ 10,120	\$ 41.20	\$ 18,128.00	
5	Removal of Curb	LF	1,398.9	\$ 15.00	\$ 20,984	\$ 13.65	\$ 19,094.99	
6	HMA, Standard Traffic, Intermediate Crse, 1/2"	TON	1,448.0	\$ 96.00	\$ 139,008	\$ 94.00	\$ 136,112.00	
7	HMA, Standard Traffic, Surface Crse, 1/2"	TON	832.4	\$ 101.00	\$ 84,072	\$ 94.00	\$ 78,245.60	
8	HMA Pavement Samples	LS	1.0	\$ 1,200.00	\$ 1,200	\$ 3,500.00	\$ 3,500.00	
9	Surfacing, Driveway, Class A Crushed Stone	TON	45.0	\$ 42.00	\$ 1,890	\$ 70.00	\$ 3,150.00	
10	Manhole Adjustment, Minor	EA	4.0	\$ 400.00	\$ 1,600	\$ 1,575.00	\$ 6,300.00	
11	Intake Adjustment, Minor	EA	4.0	\$ 600.00	\$ 2,400	\$ 1,575.00	\$ 6,300.00	
12	Removal of Sidewalks	SY	1,171.2	\$ 7.00	\$ 8,198	\$ 12.60	\$ 14,757.12	
13	Sidewalk, P.C. Concrete, 5 IN.	SY	1,021.9	\$ 50.00	\$ 51,095	\$ 44.10	\$ 45,065.79	
14	Sidewalk, P.C. Concrete, 6 IN.	SY	167.3	\$ 52.00	\$ 8,700	\$ 59.85	\$ 10,012.91	
15	Detectable Warnings for Ramps	SF	480.0	\$ 29.00	\$ 13,920	\$ 31.50	\$ 15,120.00	
16	Curb & Gutter, P.C. Concrete, 2.5 FT.	LF	1,391.7	\$ 65.00	\$ 90,461	\$ 39.90	\$ 55,528.83	
17	Driveway, P.C. Concrete, 8 IN.	SY	22.6	\$ 70.00	\$ 1,582	\$ 175.00	\$ 3,955.00	
18	Traffic Control & Staging	LS	1.0	\$ 6,000.00	\$ 6,000	\$ 15,000.00	\$ 15,000.00	
19	Milling, 4" Depth	SY	9,652.8	\$ 10.00	\$ 96,528	\$ 5.50	\$ 53,090.40	
20	Mobilization	LS	1.0	\$ 15,000.00	\$ 15,000	\$ 21,500.00	\$ 21,500.00	
21	Seeding & Fertilizing (Urban)	LS	1.0	\$ 1,200.00	\$ 1,200	\$ 5,130.00	\$ 5,130.00	
22	Mulch	LS	1.0	\$ 750.00	\$ 750	\$ 1,710.00	\$ 1,710.00	
23	Per. & Slope Sed. Control Dev., 6" Dia.	LF	120.0	\$ 4.00	\$ 480	\$ 6.90	\$ 828.00	
Totals					\$ 562,787		\$ 529,428.64	



# COUNCIL ACTION FORM

Date: 2/1/19

Presented By: Mark Boussetot *MB*

Subject: South 13th Mill and Fill Agenda Item: \_\_\_\_\_

### Description:

On Tuesday, January 29, 2019 at 4:00 p.m. the South 13th Mill and Fill Project was bid and one bid was received in the amount of \$332,772.29. The bid was received from W.L. Miller of Hamilton, Illinois. At this time I would recommend that the Council consider the attached resolution awarding a contract to W.L. Miller Company.

### FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 110 - 2011 - 6799 Title: Capital Improvement Roadway Maintenance

Amount Budgeted: 0

Actual Cost: \$ 332,772.29

Under/Over: \_\_\_\_\_

### Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

### Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO ACCEPT A BID FOR THE MILL AND FILL PROJECT ON  
SOUTH 13<sup>th</sup> FROM PALEAN TO JOHNSON STREET**

**WHEREAS**, on Tuesday January 29<sup>th</sup>, at 4:00 p.m. the city opened one bid for the South 13<sup>th</sup> Street Mill and Fill Project which has been designed by Poepping, Stone, Bach and Associates Inc., and

**WHEREAS**, the bid was submitted by W.L. Miller Company, of Hamilton Illinois in the amount of \$332,772.29

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that the City Council accept the bid submitted by W.L. Miller Company, of Hamilton Illinois in the amount of \$332,772.29 to complete the South 13<sup>th</sup> Streets Mill and Fill Project.

\_\_\_\_\_  
Mayor – Thomas L. Richardson

\_\_\_\_\_  
Attest – Jean Ludwig

# PSBA

Poepping, Stone, Bach & Associates, Inc.  
Email: psba@psba.com

Engineers, Architects, Surveyors, GIS  
www.psba.com

January 30, 2019

City of Keokuk  
ATTN: Mark Bousselot  
415 Blondeau Street  
Keokuk, IA 52632

RE: Mill & Fill – 13<sup>th</sup> Street  
13<sup>th</sup> Street from Palean St. to Johnson St.  
Keokuk, IA  
PSBA Project No. RK-17-507B

Dear Mark,

Please find enclosed the Tabulation of Bids for the above referenced project. The bid opening for this project was held Tuesday, January 29<sup>th</sup> at 4:00 pm with one bid received. The low bid was from W.L. Miller Company from Hamilton in the amount of \$332,772.29.

I recommend awarding the contract to W.L. Miller Company for the bid amount of \$332,772.29.

Sincerely,

POEPPING, STONE, BACH &  
ASSOCIATES, INC.



Terry Knoke, P.E. & P.L.S.

TK:tk

cc: File

<input type="checkbox"/> 100 SOUTH 54TH STREET	P.O. BOX 709	• QUINCY, IL 62306	• PHONE 217/223-4605	• FAX 217/223-1546
<input type="checkbox"/> <del>523</del> 623 MAIN STREET	P.O. BOX 817	• KEOKUK, IA 52632	• PHONE 319/524-8730	• FAX 319/524-7720
<input type="checkbox"/> 801 BROADWAY SUITE 224	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 217/223-1546
<input type="checkbox"/> 224 W MAIN STREET		• BOWLING GREEN, MO 63334	• PHONE 573/324-6868	• FAX 217/223-1546

City of Keokuk  
 Mill & Fill  
 13th Street, Palean to Johnson  
 PSBA Project No. RK-17-507B  
 Bid Opening: January 29, 2019 - 4:00 PM

#	Description	Units	Engineer's Estimate			W.L. Miller Co. Hamilton, IL		
			Quantity	Unit Price	Total	Unit Price	Total	
1	Excav., Class 10, Unsuitable	CY	180.0	\$ 10.00	\$ 1,800	\$ 45.00	\$ 8,100.00	
2	Subgrade Stab. Mtl. (Geotextile Fabric)	SY	720.0	\$ 4.00	\$ 2,880	\$ 3.00	\$ 2,160.00	
3	Graded Stone Base	TON	320.0	\$ 23.00	\$ 7,360	\$ 41.20	\$ 13,184.00	
4	Removal of Curb	LF	429.5	\$ 16.00	\$ 6,872	\$ 15.75	\$ 6,764.63	
5	HMA, Standard Traffic, Intermediate Crse, 1/2"	TON	1,045.5	\$ 96.00	\$ 100,368	\$ 94.00	\$ 98,277.00	
6	HMA, Standard Traffic, Surface Crse, 1/2"	TON	601.2	\$ 101.00	\$ 60,721	\$ 94.00	\$ 56,512.80	
7	HMA Pavement Samples	LS	1.0	\$ 1,200.00	\$ 1,200	\$ 3,500.00	\$ 3,500.00	
8	Surfacing, Driveway, Class A Crushed Stone	TON	45.0	\$ 40.00	\$ 1,800	\$ 70.00	\$ 3,150.00	
9	Manhole Adjustment, Minor	EA	9.0	\$ 400.00	\$ 3,600	\$ 2,100.00	\$ 18,900.00	
10	Removal of Sidewalks	SY	309.7	\$ 8.50	\$ 2,632	\$ 17.85	\$ 5,528.15	
11	Sidewalk, P.C. Concrete, 5 IN.	SY	215.7	\$ 51.00	\$ 11,001	\$ 41.75	\$ 9,005.48	
12	Sidewalk, P.C. Concrete, 6 IN.	SY	99.8	\$ 53.00	\$ 5,289	\$ 63.00	\$ 6,287.40	
13	Detectable Warnings for Ramps	SF	290.0	\$ 29.00	\$ 8,410	\$ 26.25	\$ 7,612.50	
14	Curb & Gutter, PCC, 2.5 FT.	LF	425.7	\$ 65.00	\$ 27,671	\$ 39.90	\$ 16,985.43	
15	Combined Sidewalk & Retaining Wall	CY	2.1	\$ 850.00	\$ 1,785	\$ 1,575.00	\$ 3,307.50	
16	Traffic Control & Staging	LS	1.0	\$ 6,000.00	\$ 6,000	\$ 12,000.00	\$ 12,000.00	
17	Milling, 4" Depth	SY	6,970.0	\$ 10.00	\$ 69,700	\$ 5.50	\$ 38,335.00	
18	Mobilization	LS	1.0	\$ 11,000.00	\$ 11,000	\$ 18,000.00	\$ 18,000.00	
19	Seeding & Fertilizing (Urban)	LS	1.0	\$ 1,000.00	\$ 1,000	\$ 3,500.00	\$ 3,500.00	
20	Mulch	LS	1.0	\$ 800.00	\$ 800	\$ 1,000.00	\$ 1,000.00	
21	Per. & Slope Sed. Control Dev., 6" Dia.	LF	96.0	\$ 4.00	\$ 384	\$ 6.90	\$ 662.40	
Total					\$ 332,273		\$ 332,772.29	



# COUNCIL ACTION FORM

Date: February 7, 2019

Presented By: O'Donnell

Subject: Setting Public Hearings- GO Capital Notes Agenda Item: \_\_\_\_\_

## Description:

In order to meet our grant match obligation for the Southeast Iowa Development Center, we need to sell capital loan notes in the amount of \$1.4 million. Our fifty percent match is \$1 million, however, the scope of work exceeds that amount by approximately \$300,000. The additional \$100,000 is for contingency.

In addition, staff has presented the conceptual plans for minimal improvements to the barge that would extend utilities and attach the gangways. Estimated cost of this project is \$293,000. Similar to the Development Center, the additional \$100,000 is for contingency.

Both bonds will be financed with TIF revenues but sold as General Obligation Alternate Revenue to receive the full faith and credit of the City. The public hearings are necessary prior to moving forward with the sale of the notes.

Because the notices were published with a hearing location of 415 Blondeau, we must open the hearings, state reason for change in venue, and hold the hearings open until March 7, 2019 at 6:30 PM.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: \_\_\_\_\_





# COUNCIL ACTION FORM

Date: February 21, 2019

Presented By: O'Donnell

Subject: Pickleball Court Funding Request      Agenda Item:

### Description:

The Keokuk Park Foundation made a presentation to the CAT Grant Board last week. While the Board was impressed with the project, typical awards for projects like the pickleball courts are only funded at 10-15% of the total project. The Park Foundation has raised all but \$30,000 of the cost of the project, including a pledge of \$3,500 in cash or in kind services from the City. If funded at the 15% level, the project would have a shortfall of approximately \$20,000. The Foundation is requesting the additional funding from the City. The Foundation must make another presentation to the Board next week. It is assumed that without proof of additional funding their grant application will be denied.

### 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 FURTHER SUPPORTING APPLICATION FOR  
COMMUNITY ATTRACTION AND TOURISM GRANT**

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

**WHEREAS**, to fund the project, KPF has received several grants and donations; and

**WHEREAS**, in order to complete the project KPF is applying for a Community Attraction and Tourism (CAT) grant from the Iowa Economic Development Authority (IEDA); and

**WHEREAS**, the City Council of the City of Keokuk, Iowa previously adopted a resolution of support and a contribution of \$3,500, cash or in kind services, from the City Council of the City of Keokuk, Iowa; and

**WHEREAS**, IEDA only funds projects like the pickleball courts at a maximum of 15% of total cost; and

**WHEREAS**, without additional local support the KPF will likely not receive any grant funding.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, supports the efforts of Keokuk Park Foundation for the pickleball court project and further supports KFP's Community Attraction and Tourism grant application.

**BE IT FURTHER RESOLVED** the City Council of the City of Keokuk, Iowa shall either appropriate up to an additional \$20,000 in FY 19/20 budget to be applied to the pickleball court project.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of February, 2019.

\_\_\_\_\_  
Mayor – Thomas L. Richardson

ATTEST:

\_\_\_\_\_  
Jean Ludwig



# COUNCIL ACTION FORM

Date: February 21, 2019

Presented By: O'Donnell

Subject: Approve Lease with Pilot Grove Savings Bank Agenda Item: \_\_\_\_\_

## Description:

The lease is for the 3rd floor of 601 Main St. It is a month to month term with thirty days notice to vacate. We have use of all office furniture, business equipment, and other equipment. The rate of \$3,500 per month, plus utilities, is equal to the recommended amount for rent from ICAP. A separate agreement on utilities will be forthcoming.

## 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 LEASE OF FACILITIES WITH PILOT GROVE SAVINGS BANK**

**WHEREAS**, on February 5, 2019 the City of Keokuk, Iowa experienced a catastrophic fire at its City Hall; and

**WHEREAS**, as a result of the fire, the City Hall is no longer usable for administrative offices; and

**WHEREAS**, long term, temporary facilities are needed; and

**WHEREAS**, Pilot Grove Savings Bank, 601 Main St, has suitable space available on the third floor of their facility.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that it approves the lease, with certain provisions, with Pilot Grove Savings Bank for the third floor of 601 Main St. on a month term with a rate of \$3,500/month plus utilities.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of February, 2019.

\_\_\_\_\_  
Mayor –Thomas L. Richardson

ATTEST:

\_\_\_\_\_  
Jean Ludwig



## LEASE - BUSINESS PROPERTY - SHORT FORM

THE IOWA STATE BAR ASSOCIATION

Official Form No. 165

Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

**Taxpayer Information:** (Name and complete address)

**Return Document To:** (Name and complete address)

**Grantors:**  
Pilot Grove Savings Bank

**Grantees:**  
City of Keokuk

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into on February 28, 2019, by and between Pilot Grove Savings Bank ("Landlord"), whose address, for the purpose of this lease, is 1341 Pilot Grove Road, P.O. Box 5, Pilot Grove, IA 52648, and City of Keokuk ("Tenant"), whose address for the purpose of this lease is 415 Blondeau Street, Keokuk, Iowa 52632.

The parties agree as follows:

- 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Lee County, Iowa: The Third Floor of the Pilot Grove Savings Bank Building located at: 601 Main Street, Keokuk, IA 52632.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on March 1, 2019, and ending on February 28, 2020, upon the condition that Tenant performs as provided in this lease

- 2. RENT. Tenant agrees to pay Landlord as rent \$ 3,500.00 per month, in advance commencing on March 1, 2019, and on the 1st, day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also pay:

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5 % per annum.

- 3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
4. USE. Tenant shall use the premises only for City business commonly conducted at Keokuk City Hall
5. CARE AND MAINTENANCE.
(a) Tenant takes the premises as is, except as herein provided.
(b) Landlord shall keep the following in good repair: (strike inapplicable words) (roof) (exterior walls) (foundation) (sewer) (plumbing) (heating) (wiring) (air conditioning) (plate glass) (windows and window glass) (parking area) (driveways) (sidewalks) (exterior decorating) (interior decorating)

Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

- (c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises,

INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. ~~Unless otherwise provided and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk and about the premises.~~

6. ~~UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord. Landlord shall pay for all utilities and costs are incorporated into the monthly rent.~~

~~Landlord shall not be liable for damages for failure to perform as herein provided or for any stoppage for need repairs or for improvements or arising from causes beyond the control of Landlord provided Landlord uses reasonable diligence to resume such services.~~

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**NOTICE OF DEFAULT**

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

**REMEDIES**

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS.** ~~Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants to enter and examine the premises.~~

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks,

liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**19. ADDITIONAL PROVISIONS.**

(1) Either party may terminate this Lease Agreement at any time by providing thirty (30) days notice to the other of their intent to terminate the Agreement.

(2) Should Tenant move in during the month of February, 2019, Tenant shall pay to Landlord a prorated rent for that partial month.

(3) Tenant will be provided keys to the front door and the elevator in the front lobby area to access the third floor of the building and the premises being leased. Tenant shall lock both the elevator and the front doors upon termination of their business each day. All keys must be returned by Tenant to Landlord at the termination of this Lease.

(4) Landlord is providing certain personal property including but not limited to telephones, chairs, printers, fax machine, tables, and filing cabinets. All such personal property being provided by Landlord shall remain with the premises upon termination of this Lease.

(5) Tenant is relocating to this premises as a result of fire damage incurred upon Keokuk City Hall. If any smoke-damaged property is transferred to the premises, Tenant agrees it shall be liable to Landlord for the cost of removing such odors at the termination of this Lease or as otherwise appropriate such that Landlord can continue operating its business on the first floor of the building free and clear of such odors. The cost of such service shall be born by Tenant.

(6) Landlord reserves the right to use the conference room on the third floor for closings and other meetings of large groups of people. The parties agree to work in good faith with one another to schedule the use of the conference room, and Tenant's receptionist shall keep a reservation sheet with respect thereto.

(7) The parties will enter a separate agreement to address utility expenses.

PILOT GROVE SAVINGS BANK

CITY OF KEOKUK

\_\_\_\_\_  
Ted Vonderhaar, President , LANDLORD

\_\_\_\_\_  
Tom Richardson, Mayor , TENANT

ATTEST: \_\_\_\_\_  
Jean Ludwig, City Clerk

TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: February 18, 2019  
RE: Administrator's Report

1. Recovery: It has taken longer than we hoped but our server is up and running, on a temporary machine. Total Solutions have assisted in recovery efforts before but never with a total loss of hardware. This requires a build of a new machine that will be coming, in parts, this week. Once built Total Solutions will migrate data from the temp server to the permanent machine.

Our backup was two days behind. This is due to upload speeds and bandwidth. I have a data recovery firm looking at our server hard drives to see if they can recover two days' worth of data. They will supply an estimate on cost (\$2,000-\$5,000 typically) and I will evaluate if the cost is worth the data. Additionally, I will be looking at what we need for faster backups and redundant backups. We were able to recover data from everyone's work station hard drives except Shannon's. Her computer was completely destroyed.

We continue to assess what was lost and what needs to be replaced. The Mayor has been communicating with the adjuster as the Mayor can speak the language. This has been a great help.

Email accounts were moved to Office 365 and will no longer be hosted on the server. This offers several advantages. First, if the server goes down, emails will not. The accounts can be accessed through a browser, through a mobile device mail app, or through the Outlook mobile app.

Second, passwords won't need to be changed on a regular basis, though it is suggested. A two step authentication will be required for sign in. Every time you sign into the account or activate the account on a new device you will receive a phone call or text with a six digit number you will enter to verify yourself.

We are looking at companies that can scan documents, categorize them and index them. We were able to recover most of our documents. However, they are all smoke damaged and some water damaged. I have asked staff to sort through documents and, based on retention requirements, discard what is no longer necessary, identify what can be scanned, identify what needs to be brought to city offices now, and identify what needs to be permanently retained. Once we have documents scanned, we will continue the practice of saving electronically.

2. 629 Main: The bulk of the building is down and traffic has resumed on Main St. Debris removal is continuing. The front wall did come down at once. Not sure if that was planned. We had several calls on the wall coming down as debris scattered all the way down 7<sup>th</sup> St. By the time staff arrived on scene to check on things, the contractor had everything cleaned up.
3. Budget: I will be submitting a letter to the Department of Management to request an extension for filing of our budget. I can do this now that I have letterhead again. The request is to file by April 30<sup>th</sup>.