

**AGENDA**  
**COUNCIL WORKSHOP**  
**May 2, 2019**  
**5:30 P.M.**

- (1) Review council meeting agenda.

**AGENDA**  
**CITY COUNCIL MEETING**  
**May 2, 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 Civil Service Commission meeting of April 16, 2019;
  - Minutes of the Council Workshop & regular City Council meeting of April 18, 2019;
  - Minutes of the Safety Committee meeting of April 23, 2019;
  - Sidewalk Display Permit for Watering Can Floral, 926 Main Street, Off The Rack Consignment & Boutique, 514 Main Street, Younggren Shoes, 422 Main Street;
  - Motion to pay bills and transfers listed in Register No.'s 5064-5066;
7. (a) Public hearing awarding a contract for the Shooting range.  
(b) Consider resolution awarding a contract for the Shooting range.
8. Consider resolution approving contract for service with Impact 7G.
9. Consider resolution approving sale of bonds.
10. Consider resolution approving contract for service with Southeast Iowa Regional Planning.
11. Consider resolution approving a Special Events Permit for Lennie Etter to be held in Rand Park for the 4<sup>th</sup> of July celebration (actual date July 5<sup>th</sup>) contingent upon proof of \$ 1,000,000.00 liability insurance certificate.
12. Consider resolution setting the date for a public hearing on the approval of proposals for the disposal and development of certain City owned real property.
13. Consider resolution accepting contract with Keokuk Contractors of Keokuk, Iowa for the Keokuk Municipal Bridge project.
14. Consider resolution to set the date and time for a bid opening and public hearing on the Southeast Iowa Development Center Project.
15. Staff Reports:
16. New Business:
17. Adjourn meeting.

**MEETING MINUTES**

**APRIL 16, 2019**

**3:15PM**

**KEOKUK CIVIL SERVICE COMMISSION**

**CITY OFFICES**

**601 MAIN STREET, SUITE 3**

The Keokuk Civil Service Commission met on Tuesday, April 16 at Keokuk city offices. Present were Commissioners Lisa Jeffers and Lee Ann Shaffer-Smith, Police Chief Dave Hinton and City Clerk Jean Ludwig. Civil Service Chairman Chad Campbell was absent. Chief Hinton explained that the Burlington Police Department will not hold regional testing this year, so it will be up to us to conduct our own physical and written tests for entry level police officers. He suggested having the test on either May 18 or June 1. Standard and Associates, who provides the test material, requires the names of the candidates two weeks ahead of time to conduct their research. After discussion, it was decided to go with the June 1 date to allow enough time to advertise and give Standard enough time to conduct research.

Discussion was had on where to conduct the tests. They have been held at Keokuk High School for several years. Chairman Campbell will be contacted to see if the High School will be available. If not, the test will be conducted in the basement of the Police Department and a route will be planned for the running portion of the physical test.

Fire Chief Gabe Rose was not present but sent word through City Clerk Ludwig that he would like to hold promotional tests this year. He requested one test be in the summer, and one in the fall. He is hoping to use the assessment center type of test, where a scenario is presented, and the tester must explain how he would handle the situation. The tests would take approximately 8 hours. No dates have been set.

There being no further business presented, the meeting adjourned at 3:45pm.

Respectfully submitted by Jean Ludwig, City Clerk.

**MINUTES  
COUNCIL WORKSHOP  
APRIL 18, 2019  
1721 FRANKLIN  
5:30pm**

- 1) Reviewed the agenda for the April 18 council meeting.
- 2) Heard from Devin Dade and Kathy Gabel representing the Talbot Home for Sober Living.
- 3) Adjourned at 5:58 p.m.

**MINUTES**  
**CITY COUNCIL MEETING**  
**April 18, 2019**  
**1721 Fulton Street, 6:30 P.M.**

The City Council of the City of Keokuk met in regular session on April 18, 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, John Helenthal, Larry Mortimer, Michael Greenwald, and Roger Bryant were present. Mike O'Connor, Mike Moore and Susan Dunek were absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig and Public Works Director Mark Boussetot.

**MAYOR'S CORRESPONDENCE:** Upcoming Events: Park's Board Fly a Kite event April 27, Park Clean Up April 27<sup>th</sup>, City Wide Clean Up May 1-18, Lions Club Chili Feed, April 26, Odd Fellows Pancake Breakfast May 4.

**CITIZEN'S REQUEST:** A citizen requested the Council revisit the noise ordinance regarding loud bands on week day evenings during the school year.

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

- Minutes of the Council Workshop & regular City Council meeting of April 4, 2019;
- Minutes of the Special Budget meeting of April 11, 2019;
- Cash Receipts for February & March 2019;
- Sidewalk Display Permit for Dan's Pawn & Gun, 602 Main Street;
- **RESOLUTION NO. 229-19:** Approving a Liquor License for MOD Convenience Store, 3345 Main Street, effective April 25, 2019 – Class C Beer Permit with Class B Native Wine Permit and Sunday Sales;
- **RESOLUTION NO. 230-19:** approving a Liquor License for Casey's General Store, 326 Main Street, effective April 26, 2019 – Class C Beer Permit with Class B Native Wine Permit and Sunday Sales;
- **RESOLUTION NO. 231-19:** approving a Liquor License for Hy-Vee, Inc. for Keokuk Catholic School Fundraiser, 2981 Plank Road, effective May 1, 2019 for 5 days – Class C Liquor License;
- **RESOLUTION NO. 232-19:** approving a Liquor License for Hy-Vee Gas, 3001 Main Street, effective May 6, 2019 – Class C Beer Permit with Class B Native Wine Permit and Sunday Sales;
- **RESOLUTION NO. 233-19:** authorizing the Mayor to sign an order accepting a settlement agreement (first violation) acknowledging receipt of a \$300.00 civil penalty regarding Hy-Vee, Inc. and a tobacco compliance check;
- **RESOLUTION NO. 234-19:** authorizing the Mayor to sign an order accepting a settlement agreement (first violation) acknowledging receipt of a \$300.00 civil penalty regarding MOD Convenience Store and a tobacco compliance check;
- **RESOLUTION NO. 235-19:** authorizing the Mayor to sign an order accepting a settlement agreement (first violation) acknowledging receipt

of a \$300.00 civil penalty regarding Dollar General and a tobacco compliance check;

- Motion to pay bills and transfers listed in Register No.'s 5061-5063;

Motion made by Greenwald, Second by Mortimer to approve the following proposed **RESOLUTION NO. 236-19**: "A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MULTIPLE YEAR AGREEMENT WITH J & M DISPLAYS FOR THE ANNUAL FIREWORKS DISPLAY." (6) AYES, (0) NAYS. Motion carried.

Mayor Richardson opened the public hearing at 6:39 p.m. on the proposed 2019-2020 City Budget. A public hearing notice was published in the Daily Gate City on April 8, 2019.

**COMMENTS:** City Administrator O'Donnell gave a brief overview of the budget.

No comments were received, and Mayor Richardson closed the public hearing at 6:41 p.m. and the following proposed resolution was adopted.

Motion made by Helenthal, Second by Mortimer to approve the following proposed **RESOLUTION NO. 237-19**: "A RESOLUTION APPROVING THE PROPOSED 2019-2020 CITY BUDGET." (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to approve the following proposed **RESOLUTION NO. 238-19**: "A RESOLUTION ON THE CITY OF KEOKUK ACCEPTING A PERSONALLY IDENTIFIABLE INFORMATION POLICY." (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to approve the following proposed **RESOLUTION NO. 239-19**: "A RESOLUTION ON THE CITY OF KEOKUK ACCEPTING A REPORTING POLICY." (6) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Payne to approve the following proposed **RESOLUTION NO. 240-19**: "A RESOLUTION APPROVING CONTRACT FOR SERVICE WITH IMPACT 7G." (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Bryant to approve a Special Events Permit from Lake Cooper Foundation for the Big Dam Street Festival. (6) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** City Administrator Cole O'Donnell reported on the following: Riverfront Trail Application, Laserfische project, SID Center, Rand Park tunnel project, Keokuk Neighborhood Initiative Home Show, Special Events Permit fees.

**NEW BUSINESS:** Discussed the BNSF rail crossing on Main Street and flood clean-up.

There being no further business presented, the meeting adjourned at 6:57 p.m.

**CITY OF KEOKUK**  
**SAFETY COMMITTEE MEETING MINUTES**  
**Tuesday, April 23, 2019**  
**8:30AM**

Meeting called to order at 8:34 am.

**In Attendance:** Mark Weirather, John Reiter, Jean Ludwig, Dave Johnson, Roger Bryant, Ed Ketterer, Cole O'Donnell

Ludwig read the minutes from the January meeting. No corrections or additions were noted. Motion to approve by Weirather. Second by Ketterer. Motion approved.

**OLD BUSINESS:**

Cole said he would look into the Silica policy. He wants this item to move forward and not continue to be on the agenda.

Need to contact SCC to work on Job Hazard Analysis when Silica Policy has been finalized.

Ludwig said she would check into the final two Sewer Department respirators that had to be fitted. (I checked with Fire Chief Rose later in the day, and he said all six were fitted).

Update regarding the cemetery building repairs: as of the last meeting Weis said he has been billed for the tuckpointing but is asking the company to come back and fix items he feels have not been completed properly. He was not at the meeting to give an update. O'Donnell said electrical repairs will take place in this fiscal year.

FRA training was completed February 25 & 26. Ketterer asked why other employees that volunteered for the training were not allowed to attend. Boussetot was not present to give an answer. Ketterer said he had volunteered to take the training several years ago and was able attend back then.

Construction on the Sanitation Department's new building is underway.

**NEW BUSINESS:**

Boussetot not present to give an update on the hoop building.

Near misses: Reiter said he would check on the pool pit cover to see if Keokuk Contractors could implement their pulley system.

There have been no Company Nurse reports since March 6.

February topic was aerial lifts & scaffolding.

March Training topic of Blood Borne Pathogens was cancelled due to SCC being on break. We are moving forward with the regular schedule and will try to fit that in at a later date.

April Training was Asbestos and Lead Awareness.

Discussed the city owned sidewalk issue. O'Donnell said there were a few budget items on his desk that were lost in the shuffle after the fire, and sidewalk repair was one of them. He would work to see if there would be any money available.

**SET THE DATE** for the next meeting: May 21, 2019 at 8:30am in the conference room at city offices.

**MOTION TO ADJOURN** by Johnson, second by Reiter. Meeting adjourned at 8:44am.  
Submitted by Jean Ludwig, Safety Committee.

**APPLICATION FOR SIDEWALK DISPLAY PERMIT**

DATE: March 23 2019  
APPLICANT NAME: Watering Can Floral  
DISPLAY ADDRESS: 926 Main Keokuk

- (1) Such permits be issued for a period of twelve months with a fee of \$25.00. All permits shall be renewed on April 1<sup>st</sup> and annual fees may be prorated. A display placard issued by the City indicating approval of such permit shall be displayed so as to be visible from the street;
- (2) Displays must be situated in a neat and orderly fashion and in a manner to insure public/pedestrian safety and movement and to not interfere with the normal daily operation of neighboring businesses;
- (3) Location of the display is limited to the sidewalk contiguous to the front wall on Main Street of the vendor's building and must not use more than 33% of the sidewalk area. Areas within rights-of-way on Main Street, which are not developed with paved sidewalks must have merchandise displayed at least ten (10) feet behind the back of the curb.
- (4) Please provide a drawing indicating the location of such displays and a written description of merchandise to be displayed, which can be attached: (use the reverse side)

- Plants and garden supplies
- Motorcycles and similar equipment Old Bike
- Lawn/garden equipment
- Appliances
- Sandwich board sign
- Other (describe) flag

- (5) A copy of an insurance policy or other such proof of liability insurance in the amount of one million dollars is attached.

Displays not meeting the above criteria shall be subject to a civil citation charging a municipal infraction after one warning allowing compliance within 24 hours. The permit shall immediately be cancelled upon issuance of the municipal infraction citation.

Special sidewalk events, such as Crazy Days, wherein all merchants are invited to promote sales on sidewalks, shall be exempt from this permit.

The City shall not be liable to the applicant for any interruption of any loss or damage to property or injury to or death of persons occurring or in any manner growing out of or connected with applicant's operation, whether or not caused by the negligence or other fault of the City or City's agents, employees, invitees, licensees or assignees. The City of Keokuk is held harmless for any and all liability associated with the issuance of this permit and shall be indemnified by the permittee from any and all damages arising from activities involved in this permit issuance.

## APPLICATION FOR SIDEWALK DISPLAY PERMIT

DATE: 4/23/19

APPLICANT NAME: Off The Rack consignment + Boutique

DISPLAY ADDRESS: 514 Main St.

- (1) Such permits be issued for a period of twelve months with a fee of \$25.00. All permits shall be renewed on April 1<sup>st</sup> and annual fees may be prorated. A display placard issued by the City indicating approval of such permit shall be displayed to be visible from the street;
- (2) Displays must be situated in a neat and orderly fashion and in a manner to insure public/pedestrian safety and movement and to not interfere with the normal daily operation of neighboring businesses;
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- (4) Please provide a drawing indicating the location of such displays and a written description of merchandise to be displayed, which can be attached: (use the reverse side)

Plants and garden supplies

Motorcycles and similar equipment

Lawn/garden equipment

Appliances

Sandwich board sign (2)

Other (describe) wave flag

- (5) A copy of an insurance policy or other such proof of liability insurance in the amount of one million dollars is attached.

Displays not meeting the above criteria shall be subject to a civil citation charging a municipal infraction after one warning allowing compliance within 24 hours. The permit shall immediately be cancelled upon issuance of the municipal infraction citation.

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## APPLICATION FOR SIDEWALK DISPLAY PERMIT

DATE: 3/11/19

APPLICANT NAME: Younggren Shoes

DISPLAY ADDRESS: 422 Main Street

- (1) Such permits be issued for a period of twelve months with a fee of \$25.00. All permits shall be renewed on April 1<sup>st</sup> and annual fees may be prorated. A display placard issued by the City indicating approval of such permit shall be displayed so as to be visible from the street;
- (2) Displays must be situated in a neat and orderly fashion and in a manner to insure public/pedestrian safety and movement and to not interfere with the normal daily operation of neighboring businesses;
- (3) Location of the display is limited to the sidewalk contiguous to the front wall on Main Street of the vendor's building and must not use more than 33% of the sidewalk area. Areas within rights-of-way on Main Street, which are not developed with paved sidewalks must have merchandise displayed at least ten (10) feet behind the back of the curb.
- (4) Please provide a drawing indicating the location of such displays and a written description of merchandise to be displayed, which can be attached: (use the reverse side)

- Plants and garden supplies
- Motorcycles and similar equipment
- Lawn/garden equipment
- Appliances
- Sandwich board sign
- Other (describe) \_\_\_\_\_

- (5) A copy of an insurance policy or other such proof of liability insurance in the amount of one million dollars is attached.

Displays not meeting the above criteria shall be subject to a civil citation charging a municipal infraction after one warning allowing compliance within 24 hours. The permit shall immediately be cancelled upon issuance of the municipal infraction citation.

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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 MAY 2, 2019.

**REGISTER NO. 5064**

BANKERS TRUST	INTEREST/PRINCIPAL BONDS	\$ 1,458,122.50
BEARING HEADQUARTERS CO.	PARTS	\$ 200.45
BURLINGTON HAWK EYE	ADVERTISTEMENT	\$ 43.09
KEOKUK MUNICIPAL WATER WORKS	1/2 IOWA ONE CALL CHARGES	\$ 53.35
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 162.50
GRAY QUARRIES, INC	ROADROCK	\$ 380.60
JIM BAIER, INC	PARTS	\$ 596.75
ERIC E. SUTER	SERVICE	\$ 62.00
LAWSON PRODUCTS, INC.	SUPPLIES	\$ 66.71
SHERWIN-WILLIAMS CO.	SUPPLIES/PAINT	\$ 143.89
J & S ELECTRONICS BUSINESS,INC	EQUIPMENT	\$ 752.79
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 52.50
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 995.88
HICKEY CONTRACTING COMPANY	LABOR/MATERIALS	\$ 30,050.19
JERRY'S WELDING	LABOR/MATERIAL TRUCK REPAIRS	\$ 1,398.00
ELECTRONIC APPLICATIONS CO.INC	LABOR/INSTALL/MATERIALS	\$ 6,197.71
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 719.91
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 155.13
ALLIANT	ELECTRIC BILL	\$ 17,134.17
PETTY CASH-KEOKUK LIBRARY	LIBRARY PETTY CASH	\$ 25.00
HACH COMPANY	LAB SUPPLIES	\$ 523.65
CENTURY LINK	SERVICE	\$ 394.70
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 81.59
PILOT GROVE SAVINGS BANK	RENT	\$ 3,500.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 39.82
LINDNER AVIATION, INC.	SUPPLIES/MANAGER FEE/MOW	\$ 4,107.59
FAIRCHILD COMMUNICATIONS	AIRNDB MAINTENANCE	\$ 135.00
SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 201.60
IOWA COMMUNICATIONS NETWORK	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.11
IOWA DEPT. OF PUBLIC SAFETY	TERMINAL BILLING	\$ 300.00
MEYERS PLUMBING	LABOR/MATERIALS	\$ 590.44
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION/SERVICES	\$ 11,834.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 366.24
RESERVE ACCOUNT	REFILL POSTAGE	\$ 500.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 4,135.00
CONNECTION INSURANCE	BRIDGE INSURANCE	\$ 55,725.92
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 108.99
ENDERLE HEATING & A/C COMPANY	LABOR/MATERIALS	\$ 162.88
EBSCO	BOOKS	\$ 2,746.00
HILL PRINTING	DEMOLITION PERMITS	\$ 199.00
HY-VEE, INC.	SUPPLIES	\$ 211.80

**REGISTER NO. 5065**

R.L. HOENER COMPANY	GAS SYSTEM LABOR	\$	587.25
PER MAR SECURITY SERVICES	DEPOT INSTALL/MONITORING	\$	7,001.32
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$	101.71
YOUNGGREN SHOES	SAFETY BOOTS	\$	240.00
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$	335.00
POEPPING, STONE, BACH ASSOC.	PROFESSIONAL SERVICES	\$	9,542.25
SEIRPC	GRANT ADMINISTRATION	\$	7,000.00
R. W. CARDELLA INC.	MATERIALS	\$	97.00
WAL-MART COMMUNITY/GEGRB	SUPPLIES	\$	2,370.76
BROC GALBREATH	REIMBURSEMENT	\$	165.00
TOTAL SOLUTIONS, INC.	IT COVERAGE/USAGE	\$	6,248.01
DELL MARKETING L.P.	MEMORY UPGRADE POLICE DEPT	\$	234.70
SYNCB/AMAZON	LIBRARY SUPPLIES	\$	1,050.24
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	\$	1,211.15
MEDIACOM	MONTHLY SERVICE	\$	68.99
AMSTED RAIL COMPANY, INC.	TARGETED JOBS W/HOLDING TAX	\$	87,087.41
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$	16,503.06
SERVICEMASTER OF FT.MADISON	FIRE RESTORATION	\$	12,360.13
HILL'S PET NUTRITION SALES,INC	SUPPLIES	\$	22.66
VISA	CARD SERVICES	\$	2,557.43
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$	14.90
BURLINGTON/WEST BURLINGTON	SE IA DAYS 2019 CONFERENCE	\$	135.00
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$	14.00
MIDWEST JANITORIAL SERVICE,INC	JANITORIAL SERVICE @ LIBRARY	\$	1,083.18
VISU-SEWER CLEAN SEAL, INC.	SSR-CIPP LINING PAY ESTIMATE 1	\$	145,831.41
GALLS,LLC-CARPENTER UNIFORMS	UNIFORM SHIRT	\$	89.99
CARD SERVICES	LIBRARY SUPPLIES	\$	39.96
INTERNATIONAL CODE COUNCIL,INC	CODE BOOKS	\$	280.00
SEITHER & CHERRY CO.	MOTOR TESTING	\$	75.36
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	2,154.50
WEST CENTRAL FS INC.	BULK OIL	\$	770.40
KLINGNER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$	6,017.61
IOWA LAW ENFORCEMENT ACADEMY	MMPI	\$	150.00
RELIANT FIRE APPARATUS, INC.	PARTS/SUPPLIES	\$	249.48
ROYAL PRINTING COMPANY	ACCIDENT REPORTS	\$	860.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	22.80
LIBERTY UTILITIES MIDSTATES	SERVICE	\$	1,274.65
DOUG SEABOLD	REIMB. TOOL ALLOWANCE	\$	192.59
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$	433.50
INTERSTATE BILLING SERVICE,INC	PARTS	\$	333.89
JIM DAVIDSON	CLEAN/HAUL VARIOUS PROPERTIES	\$	1,795.00
NUGGETWEB.COM	WEBSITE UPDATES/INSTALL	\$	125.00
LIGHTEDGE SOLUTIONS INC	MANAGED SECURITY	\$	175.00
TSS	DRUG TESTING SERVICES	\$	65.00
VISA	CARD SERVICES	\$	5,525.18

**REGISTER NO. 5066**

AUTOMATIC DOOR GROUP	LABOR @ LIBRARY	\$	156.28
KEOKUK MILLS, LLC	TARGETED JOBS TAX CREDIT	\$	3,254.51
MT. PLEASANT CORRECTIONAL FAC	INMATE SERVICES	\$	370.00
STERICYCLE COMSOL	ANSWERING SERVICE	\$	328.98
RICOH USA, INC.	KEOKUK LIBRARY	\$	127.74
KEOKUK HY-VEE	LIBRARY PRESENTATION	\$	60.00
STEW HANSEN DODGE CITY	POLICE CAR	\$	19,079.00
KEOKUK BROADCASTING, INC.	ADVERTISING SERVICES	\$	299.70
JAMES F. DENNIS LAW FIRM	PROFESSIONAL SERVICES	\$	6,321.50
ADVANCED SYSTEMS, INC	LASERFICHE SOFTWARE CONTRACT	\$	950.00
JOSEPH FIERCE	GRAND THEATER JANITORIAL	\$	300.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	150.00
QUARTIX INC.	VEHICLE TRACKING DEVICES	\$	3,476.52
GONZO'S FABWORKS & CNC	REPLACE CITY HALL SIGN	\$	125.00
		\$	1,960,683.15



# COUNCIL ACTION FORM

Date: 4/25/19

Presented By: Mark Boussetot *MB*

Subject: Police Shooting Range Project Agenda Item: \_\_\_\_\_

### Description:

The Police Shooting Range Project has been bid. On Tuesday, April 23, 2019 at 4:00 p.m. five bids were received in the amount of \$275,652.40, \$394,863.50, \$320,859.46, \$396,717.10, and \$338,529.20. At this time I would recommend that the Council consider the attached resolution awarding a contract to Blue Top Excavating LLC of Wever, Iowa.

### FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 001 - 1010 - 6710 Title: Capital - Police Department

Amount Budgeted: \$250,000

Actual Cost: \$275,652.40

Under/Over: (Over) \$25,562.40

Funding Sources:  
\_\_\_\_\_  
\_\_\_\_\_

Departments:  
\_\_\_\_\_  
\_\_\_\_\_

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



## **RESOLUTION NO.**

**WHEREAS** on Tuesday, April 23, five bids were received for the Police Shooting Range Project, and

**WHEREAS** Blue Top Excavating LLC of Wever, IA submitted the low bid of \$275,652.40

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that a contract with Blue Top Excavating LLC. of Wever, Iowa be accepted in the amount of \$275,652.40 for the Police Shooting Range Project.

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Mayor – Thomas L. Richardson

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Attest – Jean Ludwig

April 24, 2019

Mr. Mark Bousselot  
Public Works director  
City of Keokuk  
415 Blondeau Street  
Keokuk, Iowa 52632

RE: City of Keokuk, Iowa  
Police Shooting Range  
PSBA Project No. MK-17-520  
Bid Results – Award Recommendation

Dear Mark:

Please find enclosed a Tabulation of Bids for the above referenced project.

The low bid for the work was from Blue Top Excavating of Wever, Iowa in the amount of \$275,652.40. I recommend awarding the contract to Blue Top Excavating for the amount bid.

Sincerely,

POEPPING, STONE, BACH & ASSOCIATES, INC.



Zachary D. Leach, P.E.  
Vice President of Iowa Operations

ZL:zl

cc: file

Enclosures

- |  |              |                           |                      |                    |
|--|--------------|---------------------------|----------------------|--------------------|
| <input type="checkbox"/> 100 SOUTH 54TH STREET       | P.O. BOX 709 | • QUINCY, IL 62306        | • PHONE 217/223-4605 | • FAX 217/223-1546 |
| <input checked="" type="checkbox"/> 3523 MAIN STREET | P.O. BOX 817 | • KEOKUK, IA 52632        | • PHONE 319/524-8730 | • FAX 217/223-1546 |
| <input type="checkbox"/> 801 BROADWAY SUITE 248      | 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 |



# COUNCIL ACTION FORM

Date: May 2, 2018

Presented By: O'Donnell

Subject: Contract for Services- Impact 7G Agenda Item: \_\_\_\_\_

## Description:

At the previous meeting the Council approved the contract for services with Impact 7G in relation to the brownfields grant. At that time, we had submitted a contract with changes to Impact 7G and they were agreeable to all changes but one. They are requiring a section to limit their liability to \$500,000 on claims filed. While City Attorney Dennis and I believe the section to be over burdensome, we are able to live with the language. Given the material change, a vote on the revised contract is required.

## 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 CONTRACT FOR SERVICE  
WITH IMPACT 7G**

**WHEREAS**, the City of Keokuk, Iowa has been awarded a US EPA brownfield assessment grant; and

**WHEREAS**, the City Council for Keokuk, Iowa previous approved a contract with Impact 7G for said service relating to the US EPA brownfield grant; and

**WHEREAS**, certain language in said contract has been revised.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** the revised contract for services with Impact 7G in the amount of \$185,000 is hereby approved.

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to sign said revised contract on behalf of the City of Keokuk.

**PASSED, APPROVED, AND ADOPTED** this 2<sup>nd</sup> day of May, 2019.

\_\_\_\_\_  
Thomas L. Richardson, Mayor

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



### Professional Services Agreement

Project:	Keokuk EPA Brownfields Assessment	Location:	Keokuk, Iowa
Property:	Former Elkem Carbide Site	Date:	04/03/2019

Client:	City of Keokuk, Iowa
Contact:	Cole S. O'Donnell, City Administrator
Address:	415 Blondeau St
City/State/Zip:	Keokuk, IA 52601
Phone:	319-524-2050 x 109

AGREEMENT made this 3rd day of April 2019, by and between the service provider, Impact7G, Inc. ("Provider"), and the City of Keokuk ("Client").

WHEREAS, the Client intends to engage the services of the Provider to perform project stakeholder coordination, Phase I and Phase II Environmental Site Assessments (ESAs), cleanup planning and community outreach as part of the City's U.S. Environmental Protection Agency (EPA) Site-Specific Brownfields Assessment Grant;

WHEREAS, the Provider staff have significant experience with environmental work as well as EPA Brownfield Cooperative Agreements (CAs) and community redevelopment projects; and

WHEREAS, the Provider agrees to provide said services pursuant to the terms of this Agreement and pursuant to the terms and conditions of EPA CA awarded to the City of Keokuk.

NOW THEREFORE, the parties agree as follows:

**1. Project**

This project involves completing a Phase I ESA Update compliant with the federal All Appropriate Inquiries (AAI) rule, Phase II ESAs, cleanup planning on an as-needed basis, and community outreach to implement Keokuk's FY19 U.S. EPA Brownfields Site-Specific Assessment Grant.

**2. Scope of Services**

The objective of this project is to identify and delineate contaminants that may exist at the Elkem Site. All activities conducted under this contract shall comply with ASTM standards, EPA Terms and Conditions for the CA, EPA regulatory and quality standards, Occupational Safety and Health Administration standards, Iowa Department of Natural Resources regulatory standards, [all State of Iowa and Federal laws](#) and all other applicable regulatory agency standards.

The Scope of Services for this project consists of task items listed as follows:

*Task 1 – Consultant Program Coordination (\$10,000 Budget)*

This task will consist of completing activities associated with programmatic management, implementation and execution of the grant. These responsibilities will be executed by the City's Brownfield Project Coordinator, Southeast Iowa Regional Planning Commission (SEIRPC). The contractual portion is for the environmental consultant to assist with quarterly reporting, ACRES updating and coordinating with City, SEIRPC, EPA, and DNR.



*Task 2 – Environmental Site Assessments (\$135,000 Budget)*

This task will consist of completing an updated Phase I ESA and Phase II ESAs and preparing the necessary Work Plans and Quality Assurance Project Plans required by EPA. The Provider will conduct the updated Phase I ESA for the KEDC as the prospective purchaser. The Phase I ESA will be based on ASTM E 1527-13 standard consistent with EPA's All Appropriate Inquiry requirements. Actual costs for this site-specific Phase II ESA effort will be more definitive following IDNR's response to a proposed LRP Work Plan.

An estimated \$5,000 will be budgeted for the Phase I ESA Update. The remaining \$130,000 for this Task would be budgeted for sampling and analysis necessary to move the site through the Iowa LRP to a point of determining whether a removal or remediation activity is necessary to bring the site to closure under the LRP. This \$130,000 will also be used to complete a Quality Assurance Project Plan (or amend the TBA QAPP) (\$5,000), Sampling and Analysis Plan(s) based on the IDNR-approved LRP Work Plan (estimated at 2 successive plans at \$4,000 each), and \$2,000 for a Health and Safety Plan for the anticipated PAH, TPH, and heavy metal sampling expected following enrollment in the LRP. The remaining budget of \$115,000 is derived from estimates of field staff and equipment mobilization for soil and groundwater sampling, extensive Iowa LRP delineation sampling for the impaired areas of the 79-acre site, laboratory analytical costs for the delineation and QA/QC samples, report writing, proper abandonment of some of the monitoring wells, and Iowa DNR coordination time.

The EPA requires that all federally funded environmental monitoring and measurement efforts participate in a centrally managed quality assurance program. Provider, generating data under this quality assurance program, has the responsibility to implement procedures to ensure that the precision, accuracy, and completeness of its data are known and documented. To meet this responsibility, EPA requires that each Brownfields Project prepare a written Site Specific Sampling and Analysis Plan (SSSAP) also known as a Phase II ESA Work Plan which must be submitted to and approved by the EPA prior to the commencement of each sampling event.

*Task 3 – Cleanup & Area Wide Planning (\$30,000)*

This task will consist of Cleanup planning for the Client. Specifically, effort will be dedicated to more definitive end land use planning that will dictate assessment and cleanup objectives (following from the previous TBA work), Iowa LRP enrollment, draft and final work plan preparation, risk assessment based on intended land use, and subsequent work plans that might result from the sampling and analysis effort. The City and the environmental consultant will work in close contact with the IDNR to evaluate cleanup alternatives (including TBA cleanup alternatives) following the LRP sampling and analysis effort. Cleanup and redevelopment alternatives will emphasize the use of risk-based cleanup options (institutional/engineered controls and exposure reduction remediation). Planning activities will include conducting design charrettes with project stakeholders to develop viable and sustainable solutions as well as a conceptual site plan for the Sustainable Business Park. The effort (\$11,500.00) for this planning and conceptual site plan would be performed with assistance from Provider Disadvantaged Business Enterprise (DBE) subcontractor, Flenker Land Architecture Consultants, LLC. Specifically, this budget was derived by estimating time and cost to prepare the LRP enrollment package (\$1,000), performing risk-based analyses based on sampling and analyses outcomes (\$5,500), coordinating with Iowa DNR on the draft LRP Work Plan(s) (\$2,000), completing proposed cleanup/closure analyses and plans for each impaired decision unit (\$5,500), and coordinating and drafting environmental covenants pertaining to future institution and engineering controls (\$4,500). Note that the internal sub ordinate task budgets may be modified to have enough budget to complete the site reuse planning while maintaining the overall Task 3 Budget of \$30,000.

*Task 4 – Community Outreach (\$10,000)*

This task focuses on activities designed to continually engage affected citizens, elected public officials, local non-elected public officials (e.g., planning and zoning staff, health department, etc.), ancillary organizations (e.g., regional economic development organizations, utility companies, and developers, etc.), and media outlets throughout the project period. Specific task expenditures include the development of a Brownfields informational and separate redevelopment opportunity brochure; preparing a project webpage content; preparing information/public displays for open house events; hosting open house events and making presentations to the City Council and interested stakeholders. Brochure development and social media releases are estimated at \$1,000, meetings with stakeholders at \$2,500, meetings with the public at \$3,500, and informational, regularly updated website development content at \$3,000.

**3. Provider Responsibilities.** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

**4. Client Responsibilities.** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the target project areas;
- (ii) Provide access to information related to project sites if available; and
- (iii) Provide copies of any previously-completed reports that may be pertinent to completing the Scope of Services for this project.

**5. Exclusions.** The following services are excluded from this Scope of Service:

- (i) Preliminary or Final Engineering Design;
- (ii) Legal review and legal advice;
- (iii) Provide means or methods for site work; and
- (iv) Activities not within the scope of EPA CA.

**6. Schedule.** The Project will commence upon receipt of the Notice to Proceed (“NTP”) from the Client and be completed by September 30, 2021.

**7. Project Cost, Payment and Termination.** Impact7G will provide services as specified in the Section 2 of this Professional Services Agreement (Scope of Services). The Client shall pay Impact7G per Impact7G’s hourly rate schedule (Exhibit 1) on a cost-plus basis with a not to exceed total fee of one-hundred eighty-five thousand dollars (\$185,000).

Invoices for Impact7G’s services will be submitted on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

Any retainer amounts shall be credited on the final invoice. Accounts that remain unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, Impact7G may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

**8. Work Product.** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G. Being the property of Impact7G does not preclude Client from posting the reports online or providing them to current owners, the city, the IDNR, the EPA and/or potential buyers. The work products for the Client produced through the EPA Brownfield CA funding, a federally-funded initiative, warrants the work products subject to being open record (i.e., available to the public) document or files.

All project documents including, but not limited to, environmental reports, maps, and documentation furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

Provider work products, specifically Phase I ESAs, explicitly state that that the work product can be used and relied upon only by the contracting user for which it was prepared. Under this Agreement, Provider will provide "Reliance Letters" to be used by third parties wishing to rely on the Phase I ESA information. These Reliance Letters will be provided to those entities being served or assisted by the Client through the EPA Brownfield Cooperative Agreement at the request of the specific entity wishing to rely on the information. A third-party user of a Phase I report prepared for another should be aware of the limitations of a reliance letter, if issued, and carefully consider all pertinent regulations in conducting its all appropriate inquiry.

**9. Claims and Disputes.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

~~The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.~~

**10. Limited Liability .** ~~The Client agrees to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client so that the total aggregate liability of Impact7G and its officers, directors, partners,~~

~~employees, shareholders, owners and subconsultants to all those named shall not exceed \$500,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Limited Liability. The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$100,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.~~

~~40.11. Provider shall indemnify and hold harmless the Client, Client's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, judgments of every nature and description brought or recovered against them by reason of any act or omission of Provider, its agents or employees, in the execution of the work.~~

**44.12. Mediation.** In an effort to resolve any conflicts that arise during the planning, design or implementation of the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**42.13. Attorneys' Fees.** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

**43.14. Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

**14. Assignment.** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Keokuk

IMPACT7G, Inc.

Accepted  
by: \_\_\_\_\_

President: \_\_\_\_\_



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Name: \_\_\_\_\_

Printed/  
Typed Name: Ryan Peterson

Title: \_\_\_\_\_

Date: 04-03-2019

Date: \_\_\_\_\_

**Exhibit 1  
Impact7G, Inc.  
Standard Rate Schedule**

<b>Staff Category</b>	<b>Hourly Rate</b>
Principal	\$150
Senior Project Manager	\$135
Project Manager	\$115
Drilling Services Manager	\$110
Sr. Environmental Specialist	\$95
Environmental Specialist II	\$85
Environmental Specialist I	\$75
Drilling Technician	\$70
Field Technician	\$55
Intern	\$50
Training Coordinator	\$85
Office Manager	\$90
Administrative Professional I	\$50
Administrative Professional II	\$65

**Reimbursable Expenses**

1. All materials and supplies used in the performance of work will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard IRS mileage reimbursement rate.
3. Charges for sub-consultants including laboratory analytical expenses will be billed at their invoice cost plus 15%.
4. All other direct expenses (e.g. hotels, meals) will be invoiced at cost plus 15%.



# COUNCIL ACTION FORM

Date: May 2, 2018

Presented By: O'Donnell

Subject: Resolution Approving Sale of Bonds Agenda Item: \_\_\_\_\_

## Description:

The resolution approves the sale of bonds in the amount of \$1.8 million. Of this amount, \$1.4 million will be used as the city's contribution to the Southeast Iowa Development Center project and \$400,000 is designated for the disposition of the barge, if needed. In the event that the disposition of the barge does not incur costs or is less than \$400,000, the proceeds can be used for other improvements within the urban renewal area. Staff suggests any excess be applied to the river front trail project.

## 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 DIRECTING THE ACCEPTANCE OF A  
PROPOSAL TO PURCHASE \$1,800,000 TAXABLE  
GENERAL OBLIGATION CAPITAL LOAN NOTES,  
SERIES 2019A**

WHEREAS, the City of Keokuk, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$1,800,000 as authorized by Sections 384.24A, 384.25 and 403.12, Code of Iowa as amended; and

WHEREAS, a proposal has been received from D.A. Davidson & Co. of Des Moines, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated \_\_\_\_\_, 2019.

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

Section 1. That this City Council does hereby accept the attached proposal of D.A. Davidson & Co. of Des Moines, Iowa, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 2<sup>nd</sup> day of May, 2019.

\_\_\_\_\_  
Thomas L. Richardson, Mayor

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



# COUNCIL ACTION FORM

Date: May 2, 2019

Presented By: O'Donnell

Subject: Contract for Services- SEIRPC Agenda Item: \_\_\_\_\_

## Description:

South East Iowa Regional Planning Commission (SEIRPC) will assist us in managing the US EPA brownfield grant. The contract provides for those services with a fee of not to exceed \$15,000. This will be paid from proceeds of the grant.

## 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 CONTRACT FOR SERVICE  
WITH SOUTH EAST IOWA REGIONAL PLANNING**

**WHEREAS**, the City of Keokuk, Iowa has been awarded a US EPA brownfield assessment grant; and

**WHEREAS**, the City of Keokuk, Iowa is in need of assistance in managing said grant; and

**WHEREAS**, South East Iowa Regional Planning Commission provides grant administration services at a reduced rate to members.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** the contract for services with South East Iowa Regional Planning in the amount of \$15,000 is hereby approved.

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to sign said contract on behalf of the City of Keokuk.

**PASSED, APPROVED, AND ADOPTED** this 2<sup>ND</sup> day of May, 2019.

\_\_\_\_\_  
Thomas L. Richardson, Mayor

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

**SOUTHEAST IOWA REGIONAL PLANNING COMMISSION  
CONTRACT FOR SERVICES WITH  
CITY OF KEOKUK, IOWA**

The City of Keokuk hereinafter referred to as the “City” has been awarded a grant from the Environmental Protection Agency (EPA) Brownfield Funding for the Brownfield Assessment on the former Elkem property. The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake said administration of the EPA grant in accordance with the rules and regulations of the EPA and the terms of this contract dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SECTION 1. Scope of Services**

SEIRPC will provide the following Scope of Services for this project consisting of the task items identified in the EPA Work Plan:

1. Task 1 – Program Coordination
  - a. This task will consist of completing activities association with programmatic management, implementation, and execution of the grant. SEIRPC’s responsibility will include completing a RFP process for selecting an environmental consultant, ensuring Environmental consultant is completing all required tasks, completing Quarterly Progress Reports, completing Closeout Reports, updating property profile forms in EPA ACRES database, completing Reimbursement Requests/required financial reporting, and sending staff to attend 1 National Brownfields Conference. Additionally, SEIRPC staff will coordinate communication and activities with the EPA, Iowa DNR, environmental consultant, City of Keokuk, and other stakeholders
2. Task 4- Community Involvement and Outreach
  - a. This task focuses on activities designed to continually engage affected citizens, elected public officials, local non-elected officials, ancillary organizations, and media outlets throughout the project period. The environmental consultant will provide primary services including brochure and website development, coordinating community events, preparing informational displays, and making presentations to community groups or city council. SEIRPC will provide review of items prior to publishing or holding events and assist in presentation or events as necessary, including filling in for the environmental consultant as needed.

The City will remain the responsible entity for the grant funds awarded to them and grant funds spent under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

## SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed by 9/30/2021.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the EPA in accordance with its rules and regulations, and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment

## SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the EPA Grant for the City.

Total payment shall be in accordance with the terms and conditions contained within the EPA Grant award document received and approved by the grantee. Hourly fees for administration equal \$60.00 per hour as set forth by the fee schedule adopted by SEIRPC. Total payment to SEIRPC shall not exceed \$15,000.00 (\$10,000 for Task 1 and \$5,000 for Task 2).

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City.

## SECTION 4. Personnel

SEIRPC represents that it has, or will acquire, all personnel necessary to perform the services under this contract.

## SECTION 5. Records Available

The City shall provide access at all times for the department, the authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes.

## SECTION 6. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and the City shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 214) as required by 24 CFR 576.79 and Amendments and Regulations issued thereto.

Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
Section 109 of Title I of the Housing and Community Development Act of

1974, as amended (42 U.S.C. 5309).

The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112,  
29 U.S.C. 794).

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
Section 3 of the Housing and Urban Development Act of 1968, as amended  
(12 U.S.C. 1701u).

Title VIII of the Civil Rights Act of 1968

Executive Order 11063

Executive Order 11246 and 11375

Executive Orders 11625, 11432, and 12138

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

#### SECTION 7. Termination by the City

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City's convenience or because of the reasonable failure of SEIRPC to fulfill its obligations under the contract. Upon receipt of such notice, SEIRPC shall have thirty (30) days to correct and cure any such failures. If SEIRPC is unable to correct and cure such failures, SEIRPC shall deliver to the City all documents as may have been accumulated by SEIRPC in performing this contract and cease performing services hereunder.

Notwithstanding the above, SEIRPC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

If this contract is terminated for the convenience of the City, SEIRPC shall be entitled to compensation as provided in Section 3 above.

#### SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City and SEIRPC concerning the scope of services, time of performance, payment responsibilities, termination requirements, and the respective obligations of the parties. Any prior agreements between the parties with respect to the subject matter of this contract, whether oral or written, which are not contained herein are superceded and of no force and effect.

#### SECTION 9. Termination by SEIRPC

SEIRPC may, by thirty (30) days written notice to the City terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of

the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City is unable to correct and cure such failures, SEIRPC shall have the right, at its option, to terminate its services and receive compensation as provided in Section 3 above.

#### SECTION 10. Accounts

The grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract to the extent and in such detail as will properly reflect all cost, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this contract.

#### SECTION 11. Retention of Records

All records in the possession of SEIRPC pertaining to this contract shall be retained by SEIRPC for a minimum of five (5) years beginning with the date upon which the final payment to SEIRPC. All records shall be retained beyond the five-year period if audit findings have not been resolved within that period.

*City of Keokuk*

Signed \_\_\_\_\_  
Thomas L. Richardson, Mayor

Date: \_\_\_\_\_

*Southeast Iowa Regional Planning Commission*

Signed \_\_\_\_\_  
Mike Norris  
Executive Director

Date: \_\_\_\_\_

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

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

**THAT**, a Special Events Permit for Lennie Etter at Rand Park for the 4<sup>th</sup> of July celebration contingent upon proof of \$ 1,000,000.00 liability insurance be approved.

Passed and approved this 2<sup>nd</sup> day of May 2019.

\_\_\_\_\_  
Thomas L. Richardson, Mayor

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



## 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: J & M Displays

Name/Event: 4<sup>th</sup> of July Fireworks

Coordinator: Lennie Etter

Mailing Address: 811 Franklin Street, Keokuk, Iowa 52632

Daytime Phone #: 319-524-2365 Evening Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 2. **EVENT INFORMATION**

Type of Event: Fireworks Display – 4<sup>th</sup> of July

Days/Dates of Event: July 5, 2019, 8-10:00 P.M.

Time(s) of Event: (Include Set Up/Tear Down Time) July 3-6, 2019, all day

Event Location: River Road between Rand Park Terrace & North 17<sup>th</sup> Street

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 :)

X Temporarily close a street for a block party (specify street :) River Road - Fireworks

- 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 :)
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- Fireworks (specify location :)
- Other (please specify :)

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

- Street barricades 8-10
- Emergency “No Parking” Signs
- Other (please specify :)

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: \_\_\_\_\_

Please indicate if the following will be used:

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

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: \_\_\_\_\_ Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

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?

\_\_\_\_\_ Number of Off-Duty Police Officers

Names:

\_\_\_\_\_

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.

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Applicant/Sponsor Signature

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Date

**DEPARTMENT APPROVALS**

The request has been reviewed by the undersigned and recommended for approval with the condition as noted:

**POLICE DEPARTMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**FIRE DEPARTMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**PUBLIC WORKS DEPARTMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**OTHER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**CITY ADMINISTRATOR APPROVAL (City Council Approval)**

\_\_\_\_\_  
City Administrator Signature                      \_\_\_\_\_                      Date                      Approved: \_\_\_\_\_                      Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

\_\_\_\_\_  
Date of City Council Approval (if required): \_\_\_\_\_

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



# COUNCIL ACTION FORM

Date: April 26, 2019

Presented By: Broomhall

Subject: Setting public hearing disposal of city properties Agenda Item: \_\_\_\_\_

## Description:

The City of Keokuk owns four properties in the 600 Block of Main, 619, 623, 625 & 629. The attached resolution is to advertise for acquisition and development of these properties. 619 and 623 will be sold as one property.

## 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 SETTING THE DATE FOR A PUBLIC HEARING ON THE RECEIPT, CONSIDERATION AND, IF APPROPRIATE, APPROVAL OF PROPOSALS FOR THE DISPOSAL AND DEVELOPMENT OF CERTAIN CITY-OWNED REAL PROPERTY**

**WHEREAS**, Section 364.7, 403.12, and 362.3 of the Code of Iowa sets for the manner in which the City of Keokuk may dispose of an interest in real property; and

**WHEREAS**, The City of Keokuk is the present owner of certain real property, situated in the City of Keokuk, Lee County, Iowa, legally described as follows:

The Property Commonly known as 619 Main Street, Keokuk, Lee County, Iowa: Eastern fourteen (14) feet of Lot Eight (8), and the Western twenty-nine point four two (29.42) feet of Lot Nine (9), Block Ninety-Four (94), Original City of Keokuk, Lee County, Iowa.

Parcel Identification No. 044521254150040

The Property Commonly known as 623 Main Street, Keokuk, Lee County, Iowa: Easterly twenty-one feet and five and one seventh inches (21' 5 1/7") of the Westerly thirty-five foot, and eight and four seventh inches (35' 8 4/7") of Lot Eight (8) Block Ninety-Four (94), Original City of Keokuk, Lee County, Iowa. Parcel Identification No. 044521254150030

The Property Commonly known as 625 Main Street, Keokuk, Lee County, Iowa: Southeasterly 6' of Lot 7 and the Northwest 14'.29" of Lot 8, Block 94, Original City of Keokuk, Lee County, Iowa. Parcel Identification No. 044521254150180

The Property Commonly known as 629 Main Street, Keokuk, Lee County, Iowa: Northwesterly 44' of Lot 7, Block Ninety-Four (94), Original City of Keokuk, Lee County, Iowa. Parcel Identification No. 044521254150170

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

**WHEREAS**, The City desires to have the property developed, in strict compliance with all applicable laws, in particular the provisions of Chapter 403 of the Code of Iowa, the City has adopted an Urban Renewal Plan establishing an "Urban Renewable Area" in which the property is situated; and

**WHEREAS**, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

**WHEREAS**, Iowa Code Chapters 15A and 403 (the "Urban Renewal Laws") authorize counties to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

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

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

**THAT**, the attached Public Notice be published at last once in the Daily Gate City, a newspaper printed, published, and of general circulation in the City of Keokuk, not less than 4, nor more than 20, days before the meeting of the City Council at which the proposal will be considered;

**BE IT FURTHER RESOLVED**, The City Council will advertise for proposals for the acquisition and development of the Properties in a newspaper of general circulation in the City at least once not less than 21 days in advance of the date on which the proposal shall be due. In addition, the City shall advertise for proposals by posting the advertisement at City Hall and through available electronic means as soon as may be practical.

**BE IT FURTHER RESOLVED**, The City Council will make information packets (the "Development Proposal Packets") detailing the development objectives for the Properties and the expectations to be placed upon the developer of the Properties available in the Office of the City Clerk. Proposals shall be due by no later than Friday, May 24, 2019 at 3:00 p.m.

**BE IT FURTHER RESOLVED**, A public hearing will be held on the proposal to sell the Properties as set forth in this Resolution. Following the public hearing, the City Council may determine to dispose of the Property to the developer whose proposal, if carried out, would be in the best interest of the City in light of the urban renewal and development objectives of the City as set forth in the Development Proposal Packet.

**BE IT FURTHER RESOLVED**, the City Council will hold a public hearing on the proposal to sell the Properties as set out in the preamble hereof at 6:30 p.m., June 6, 2019, at Torrence Elementary School, 1721 Fulton Street, Keokuk, Iowa. Following the public hearing the City Council may accept the proposal deemed to be in the best interests of the City and proceed with the disposition of the Properties.

Passed this 2<sup>nd</sup> day of May, 2019.

\_\_\_\_\_  
Thomas L. Richardson, Mayor

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



# COUNCIL ACTION FORM

Date: 4/26/19

Presented By: Mark Boussetot *MBS*

Subject: Keokuk Municipal Bridge Project Agenda Item: \_\_\_\_\_

### Description:

One quote for the Keokuk Municipal Bridge Project has been received. On Friday, April 26, 2019 at 4:00 p.m. The quote was received in the amount of \$45,950.14. At this time I would recommend that the Council consider the attached resolution awarding a contract to Keokuk Contractors of Keokuk, Iowa.

### FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 690 - 8051 - 6710 Title: Capital - Reserve Municipal Bridge

Amount Budgeted: \$70,000

Actual Cost: \$45,950.14

Under/Over: Under - \$24,049.86

Funding Sources:  
\_\_\_\_\_  
\_\_\_\_\_

Departments:  
\_\_\_\_\_  
\_\_\_\_\_

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



## **RESOLUTION NO.**

**WHEREAS** on Friday, April 26, one quote was received for the Keokuk Municipal Bridge Project, and

**WHEREAS** Keokuk Contractors of Keokuk, IA submitted the low quote of \$45,950.14

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that a contract with Keokuk Contractors of Keokuk, Iowa be accepted in the amount of \$45,950.14 for the Keokuk Municipal Bridge Project.

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Mayor – Thomas L. Richardson

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Attest – Jean Ludwig



# COUNCIL ACTION FORM

Date: 3/30/19

Presented By: Mark Bousselot MB

Subject: Southeast Iowa Development Center-Public Hear Agenda Item: \_\_\_\_\_

### Description:

The Southeast Iowa Development Center Project has been designed. At this time I would recommend that the council consider the attached resolution setting Tuesday, May 14, 2019 at 2:00 p.m. as the date and time for opening bids. I would also recommend that the council set Thursday, May 16, 2019 at 6:30 p.m. as the date and time for the public hearing on the proposed plans, specifications, form of contract, estimate of cost.

### 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 TO SET THE DATE AND TIME FOR A BID OPENING AND PUBLIC HEARING ON THE SOUTHEAST IOWA DEVELOPMENT CENTER PROJECT**

**WHEREAS**, the Southeast Iowa Development Center Project has been designed by Poepping, Stone, Bach and Associates Inc. and is ready for bid;

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that Tuesday, May 14, 2019 at 2:00 p.m. be set as a date and time to receive bids for the Southeast Iowa Development Center Project, and that Thursday, May 16, 2019 at 6:30 p.m. be set as a date and time for the public hearing on the proposed plans, specifications, form of contract, estimate of cost.

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Mayor – Thomas L. Richardson

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Attest – Jean Ludwig