AGENDA
COUNCIL WORKSHOP
September 5, 2019
5:30 P.M.

(1) Discussion of workshop structure.
(2) Natural Gas Franchise.
(3) Review council meeting agenda.
TO: Mayor and Council
FROM: Cole S. O’Donnell
DATE: September 3, 2019
RE: Workshop Format

At our last meeting I requested Council consider changing the format of our work sessions. Specifically, to limit discussion to items not on the agenda for the regular meeting. Several Council members have a desire to continue debating the regular agenda at the work session. Therefore, I suggested that the work session then be televised to insure an air of openness. Again, several Council members had a preference to not televise the work sessions. I was instructed to do some research on what other communities do for work sessions and to formulate options.

I asked the following questions on my list serve for Iowa managers/administrators:

1. Do you have work sessions, either regularly or as needed?
2. If yes, do you discuss any and/or all of the regular meeting items? Are work sessions limited to items that will be on the regular meeting at a later date?
3. If you televise/stream your meetings do you also televise/stream the work sessions?

There were less than ten responses, but in all most every response their work sessions did not include items already on the regular agenda for action. The one that did have the regular agenda review did so at the end of the work session, if time permitted. Another asks at the end of the session if council needs any clarification of items on the regular agenda. One placed the work session after the regular meeting. The received responses are attached.

Only two cities televise their work sessions and both do so to promote openness. The other respondents do not televise as no action will be taken on the work session items with items being placed on a future regular meeting agenda.

I believe that debating the full agenda at the work session does not promote openness with the public. Rules on open meetings are set so that decisions are not being made out of the public eye and with full disclosure. By debating the regular agenda in the work session without televise said session we miss an opportunity to educate our citizens on how and why we are making decisions on those issues. Many of the negative comments that I regularly hear are due to a lack of knowledge on how city government works and a lack of knowledge on the reasons why we are taking the action we are.

That being said, I was asked to develop options for the format of the work sessions. Those are:

1. Continue to debate and discuss the regular meeting agenda but televise the sessions. There were concerns that citizens would not want to speak at the meeting if they knew they were on TV. Print and radio press, and occasionally TV press, are already at the meetings and what a citizen may state at the meeting is already being recorded.
2. Limit the work session to items not on the regular agenda. Staff will endeavor to place items requiring extended discussion on the work session agenda and avoid placing those items directly on the Regular agenda, whenever possible.

3. Place discussion of the regular agenda at the end of the work session or ask at the end of the work session if the council requires any clarification on regular agenda items. The pitfall here is that if there are no items for the work session then we are again in a situation where we are debating the regular agenda in a work session. If this option is chosen, I would suggest televising the sessions.

4. Hold the work sessions after the regular meetings. This provides the opportunity to discuss items more in depth before they are placed on the regular agenda. In this instance, the sessions would not need to be televised, though doing so would provide better insight into our processes and decision making. We could also allow items on the regular agenda to be pulled off and discussed further at the work session, though action would be delayed until the next regular meeting.
1. Do you have work sessions, either regularly or as needed?
2. If yes, do you discuss any and/or all of the regular meeting items? Are work sessions limited to items that will be on the regular meeting at a later date?
3. If you televise/stream your meetings do you also televise/stream the work sessions?

Olwein:

We often have work session before and after the meeting. One at 5:30 and one to follow. Work sessions are for topics on future meetings and not usually for an item that will be approved that night. We do not record the work session on video, but we do the regular meeting.

Our work session meetings are almost always one or two topic items. Sounds like they want to have a council meeting before a council meeting.

Nevada:

1. Do you have work sessions, either regularly or as needed? Yes.
2. If yes, do you discuss any and/or all of the regular meeting items? Are work sessions limited to items that will be on the regular meeting at a later date? Nevada typically only has work sessions for items needing reviewed to plan out the next step or solution that are not on the agenda as of yet. It is more of a preparation discussion for those items at a later council meeting.
3. If you televise/stream your meetings do you also televise/stream the work sessions? We do record our meetings, but do not televise. We do not record the work sessions, as we make no decisions in those sessions. Decisions are made at the council meeting by formal action.

Independence:

Independence holds one Committee of the Whole (work session) each month. It is limited to items that council would like to discuss in advance of making a decision on at some later date. It is truly a work session, not televised like council meetings.

We do not discuss all council agenda items, just those that are viewed as requiring more time for consideration, research and deliberation prior to council action (allows time for issues to simmer longer, sometimes for the better).

The COW is the first Monday of the month with council meetings the 2nd and 4th Mondays.

Burlington:

Burlington holds a regular meetings on the 1st and 3rd Mondays. We hold work sessions on the Mondays previous to both regular meetings – 2nd and last Mondays. At the work session, the Council reviews the full agenda for the following week, then goes through work session
items. Having the work session on a separate night allows the amount of time available to not be constrained. Up until just a few months prior to my arrival, our work sessions were held in the City Manager’s office and not televised, with some of the same public perceptions resulting that you are worried about. The Council moved the work sessions to Council Chambers and began televising, as I mentioned, just a few months before I arrived in 2012. I think it did stifle their discussion – there were several complaints about that – but it helped to eliminate some poor public perceptions.

Carroll:

1. Do you have work sessions, either regularly or as needed? As needed
2. If yes, do you discuss any and/or all of the regular meeting items? Are work sessions limited to items that will be on the regular meeting at a later date? We discuss topics that are typically discussed at a future council meeting.
3. If you televise/stream your meetings do you also televise/stream the work sessions? Work sessions are held during regular meeting at the end once all of the other business is taken care of and are live/recorded for TV and web streaming.

Spencer:

Spencer began holding regular work sessions about a year ago. We meet on the second Monday of the month. We typically cover longer-range items, for example, our economic development strategic plan. We use it as an opportunity to get feedback from Council on matters before them and an opportunity for a lot of questions to be asked. Typically we do not take an item from a work session and place it on the next Council agenda unless there is clear consensus from the group that they are ready to move forward with action. Prior to this, there was no real system for how we handled work sessions.

Indianola:

An answer to your problem may be what we did here in Indianola. We decided to place the study session after the council meeting. It voids your type of situation and allows those in the audience for the Council meeting to leave if they don’t want to wait through the study session.

We also usually have our study session on the second meeting night (3rd Monday).

Iowa City:

Iowa City has regular work sessions that begin at 5 p.m. (or earlier, if there is some specific item requiring more time, like a facility tour or executive session anticipated). Formal meeting begins at 7 p.m. and we televise/livestream both meetings. Our Council feels fairly strong about public participation and awareness, so work sessions are pretty open and the public hearing period is offered for many items (sometimes really prolonging our already very long meetings).
Our Work Session agendas consist of a specific item or presentation requiring discussion prior to decision-making, followed by clarification of agenda items, review of weekly information packet content, and then some Council reports from the various commissions they are assigned.

Information Packets include significant memos and materials speaking to current and future work session or formal meeting agenda items. We recently have encountered issues where the Council would begin very in-depth conversations about these items during the Work Session so now (in coordination with feedback from the Mayor) we call out Information Packet items on the agenda that will likely be discussed, so the public can be notified of that discussion. That way, if there is a lot covered at the work session and less talk at the formal meeting, we are still maintaining a fair bit of transparency.

Clarification of items is just a chance for staff on hand to answer basic questions about an item. If they begin to get too deep, either the City Attorney, Manager, or Mayor will suggest that they either pull the item out to address the questions at the formal meeting, or suggest that whatever aspect of the item become its own future work session topic, create a follow up memo from staff, etc.

Mt. Pleasant:

Mt. Pleasant only has work sessions when needed (maybe 2 a year) the discussions at work sessions are for not ordinary day to day type activities for running the City. The last work session we had was on Fireworks.

Tiffin:

Items are those not on the regular agenda, though will review agenda if there is time at the end of the meeting. That review is always scheduled at the end and mayor will ask if anyone has questions regarding items on the agenda.
TO: Mayor and City Council  
FROM: Cole S. O’Donnell  
DATE: September 3, 2019  
RE: Gas Franchise Ordinance

Staff was contacted by Liberty Utilities regarding our franchise with them for natural gas utility. The current franchise expired five years ago, and we have been operating on a year to year basis since. I had City Attorney Dennis review the current franchise and suggest changes. This includes:

- Filing of annual report to the city.
- Inspections of their facilities.
- Cure of defaults.
- Reservation of Home Rule.
- Sharing of customer satisfaction survey.
- Clarification of eminent domain powers.

In addition, the franchise is for a twenty-year term with amendments allowed at 10 and 15 years. The ordinance does reserve the right of the city to impose a franchise fee at any time, should the council so choose. Staff would like any comments from the City Council prior to placing the item on the agenda for consideration.
ORDINANCE NO. __________

CITY OF KEOKUK, IOWA

NATURAL GAS FRANCHISE

SECTION 1. FRANCHISE GRANTED. There is hereby granted to Liberty Utilities, a Missouri corporation, hereinafter called the "Company," and its successors and assigns, the nonexclusive right and franchise to acquire, construct, erect, maintain, and operate in the City a system for the transmission and distribution of natural gas along, under, over, and upon the streets, avenues, alleys, and public places to serve customers within and outside the City, and to furnish and sell natural gas to the City and its inhabitants. This franchise grants no rights for communications signals other than signals necessary for the operation and maintenance of the Company's natural gas system described herein. Pursuant to Section 364.2(4)(e) of the Code of Iowa, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa, as subsequently amended or changed.

SECTION 2. TERM OF FRANCHISE. This franchise shall remain in effect for a period of twenty (20) years after the effective date of the ordinance codified in this chapter. The City may request amendments to the franchise by providing to the Company written notice of the City's desire to amend said franchise. Such notice shall be given at least one hundred eighty (180) days prior to the expiration of the tenth (10th) or fifteenth (15th) year of the agreement. If the parties are unable to agree to amend this franchise within ninety (90) days after such notice is given, the City may terminate this franchise agreement. Failure to amend or terminate the franchise at the first option does not render invalid the City's second option to amend or terminate the franchise.

SECTION 3. FRANCHISE FEE RESERVATION OF RIGHTS. Notwithstanding the provisions of Section 2, City hereby reserves any and all of its rights and authority to impose franchise fees in consideration for the City's authorization to Company to use or occupy the public rights of way.

SECTION 4. REPRESENTATIONS OF COMPANY. The Company agrees to provide, construct, install, and maintain its entire system pursuant to Iowa Utilities Board rules and regulations in such condition that it will furnish safe, adequate, efficient, and continuous service. The Company's system shall be of sufficient capacity to supply all reasonable demands of the City and consumers within the City and to provide a reasonable reserve for emergencies.

All natural gas service shall be supplied through a meter or other means that shall accurately measure the amount of natural gas supplied to a consumer. All gas pipes, mains, conduits, and other gas facilities shall be placed and maintained so as not to interfere unnecessarily with travel on the City's streets, alleys, and public places or with the proper use of the same, including ordinary drainage, or with the construction or use of the sewers, pipes, drains, and other property of the City, or the flow of water therefrom.

SECTION 5. LOCATION OF FACILITIES. The Company shall not locate any new natural gas mains, pipes, or conduits within the City in the public right-of-way without the prior approval of the City; however, the City shall not unreasonably withhold approval of Company's location of Company facilities within public right-of-way. The City reserves to itself the power to impose reasonable regulations on the Company's use of streets. The City reserves the right, by resolution or otherwise, to designate the location of any new natural gas distribution facilities, which designation shall not conflict with Company's adherence to its design standards and such
utility regulation as governs its construction of facilities. The City shall work with the Company to ensure, to the extent practicable, that the Company may locate its facilities in the least-cost manner consistent with its design standards and utility regulation and consistent with the City's desire to promote the public safety and welfare and protect public property. The Company shall, at its cost and expense, locate and relocate its installations in, on, over, or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance, or repair of the street or alley or any public improvement of, in, or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

SECTION 6. EXCAVATIONS AND OTHER WORK. In making excavations or performing other work in the City, the Company shall proceed with such work so as to cause the least possible inconvenience to the public. The Company shall properly protect, according to safety standards generally accepted at the time of placement, all excavations and obstructions by proper shoring, surface plates, barricades, warning lights, and such other or additional devices as circumstances may warrant. The Company shall provide the City with twenty-four (24) hours' notice to the City prior to commencing work that requires the excavation of the traveled portion of the streets, avenues, or alleys. Emergency repairs are exempted from this notification requirement. The Company shall notify the City of the emergency repair following the completion of said emergency repairs. If, in the opinion of the City's Public Works Department, such excavation or obstruction is not properly and safely protected, the City's Public Works Department shall notify the Company and the Company shall immediately comply with such reasonable instructions not in conflict with accepted utility safety rules and practices. Company excavations within the public rights-of-way, public areas, and private property within the City shall be refilled within a reasonable time thereafter consistent with accepted utility safety rules and practices. Pavements, sidewalks, curbs, gutters, vegetation, or landscape opened, disturbed, or damaged by the Company shall be promptly restored and replaced with like materials by the Company at its own expense and left in a condition as good as or better than before. In the event that the Company fails to comply with this section, the City may do such work as may be needed to properly prepare such pavements, sidewalks, curbs, gutters, vegetation, or landscape, and the cost of such repairs shall be repaid to the City by the Company.

SECTION 7. RATES. The Company shall supply natural gas to consumers within the City at just and reasonable rates. It is recognized that under the statutes of the State of Iowa, the Iowa Utilities Board of the Iowa Department of Commerce is vested with legal authority to supervise, fix, or change rates and charges authorized to be charged by the Company to natural gas consumers. In the event rates or charges in general, or any class or type of rate or charge shall, during the term of this franchise, cease to be regulated by any State or federal agency, the City Council reserves the right to regulate such rates within the City with the costs of such regulation to be borne by the Company, as a part of the Company's cost of doing business and reflected in its rates.

SECTION 8. ANNUAL REPORT. Upon request by the City, the Company shall file with the City Council a true copy of the annual report of the Company pertaining to the operation or conduct of the business of the Company under this franchise. The report may be the same as the Company shall have prepared for such year in the ordinary course of business of the Company and filed with the Iowa Utilities Board. In the event the City Council is authorized by State law and undertakes to regulate rates for service within the City, the Company shall provide all information necessary to permit the City Council to set just and reasonable rates.
SECTION 9. INSPECTION OF COMPANY FACILITIES. The Company shall inspect its natural
gas facilities used to provide natural gas service under this franchise in compliance with
standards established by federal and State laws, rules, and regulations. The replacement or
repair of natural gas facilities resulting from these inspections shall be completed within a
reasonable period of time thereafter. Hazardous conditions shall be corrected promptly.

SECTION 10. COMPLIANCE WITH CITY ORDINANCES. The Company shall at all times
during the term of this franchise conform with, submit to, and carry out the provisions of any and
all valid ordinances in effect during the term of this franchise, to the full extent allowed by law
and to the extent such provisions are not in conflict with this franchise agreement: (i) relating to
any person, firm, or corporation supplying and distributing natural gas to the City or consumers
within the City that are now in force or may hereafter be lawfully enacted; (ii) relating to the use
of City right-of-way; or (iii) relating to the City’s exercise of its police or regulatory powers.

SECTION 11. FORFEITURE OF FRANCHISE; CURE OF DEFAULTS. The violation of any
material portion of this franchise by the Company or its successors or assigns, or its failure to
promptly perform any of the provisions of this franchise shall be cause for forfeiture of this
franchise and the termination of all rights under this franchise. Such forfeiture shall be
accomplished after written notice to the Company by the City, and a continuation of the violation
failure, or default specified in the notice for at least sixty (60) days from the date the notice was
served upon the Company. If either party determines that there is a default under this franchise,
the other party shall be given a written notice describing the default, stating whether a forfeiture
or termination of the franchise will be sought, and where the default is curable, providing a
reasonable time to cure the default, which shall be not less than thirty (30) or more than one
hundred eighty (180) days.

SECTION 12. RESERVATION OF HOME RULE POWERS. This chapter is intended to be and
shall be construed as consistent with the reservation of local authority contained in the Twenty-
Fifth Amendment to the Iowa Constitution granting home rule powers to municipalities. To such
end, any limitation on the power of the City is to be strictly construed, and the City reserves to
itself the right to exercise all power and authority to regulate and control its local affairs, and all
ordinances and regulations of the City shall be enforceable against the Company unless, and
only to the extent, they are irreconcilable with any rights granted to the Company under this
chapter.

SECTION 13. MAPS OF DISTRIBUTION SYSTEM. Upon reasonable request, Company shall
provide to the City Engineer, on a project specific basis, information indicating the horizontal
location, in compliance with One-Call regulation, relative to the boundaries of the right of-way, of
all natural gas equipment which it owns or over which it has control and which is located in the
project right-of-way. Project-specific mapping data shall be provided with the specificity and if
reasonably possible in the format requested by the City Engineer. Mapping information provided
to the City by the Company shall be for the exclusive use of the City in administering the use
and occupancy of the public rights-of-way within the City and shall not be provided to or relied
on by any person for any other purpose. At the request of the Company, any information
requested with respect to the location or type of equipment the Company maintains or plans to
install in the right-of-way that qualifies or is designated by the Company as proprietary
information or as a trade-secret information under Chapter 550 of the Code of Iowa or qualifies
to be kept confidential under Code of Iowa Section 22.1 et seq., shall be treated as confidential
information or a trade secret and shall not be released to any party by the City.
SECTION 14. CUSTOMER SATISFACTION SURVEYS. At the request of the City, the Company shall provide the City with summaries of the findings of its annual and other periodic customer satisfaction surveys and research. The Company also agrees to respond promptly and fully to the City's concerns and questions about specific service quality and customer satisfaction matters as and when they are communicated to the Company.

SECTION 15. EXERCISE OF EMINENT DOMAIN POWERS. The Company shall have the power to condemn private property for the purpose of providing natural gas utilities to the extent necessary to serve a public use and in a reasonable relationship to an overall plan of transmitting or delivering natural gas in the public interest upon approval of the City Council. The Company must establish the necessity for each taking of private property, and when so established, the City Council may approve the condemnation of the private property by resolution. Any such exercise of the eminent domain powers shall be conducted in accordance with this Code of Ordinances.

SECTION 16. INDEMNITY. The Company shall indemnify and hold the City, and its officers, agents, and employees, free and harmless from any and all claims, demands, lawsuits, liability, and damages whatsoever, including all costs and expenses incident thereto, for any and all loss, damage, injury, or death caused or occasioned, in whole or in part, by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

SECTION 17. LEASE OR ASSIGNMENT OF FRANCHISE. This franchise shall apply to, inure to, and bind the parties hereto and their successors.
AGENDA
CITY COUNCIL MEETING
September 5, 2019
500 N 20th St.
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 August 15, 2019;
   - Resolution approving a Liquor License for Dollar General Store #2385, 300 Main, effective September 21, 2019 – Class B Beer Permit with Sunday Sales (pending fire inspection);
   - Resolution approving a Liquor License for the American Legion, Keokuk Post #41, 727 Main Street, effective September 28, 2019 – Class C Liquor License;
   - Resignation of Anna Westermeyer from the Keokuk Public Library’s Board of Trustees, effective immediately;
   - Appointment of Sherry Stice to the Public Library Trustee, effective immediately, term to expire July 1, 2025
   - Appointment of Steve Andrews to the Building & Housing Advisory Board, term to expire September 19, 2022;
   - Approving a Special Events Permit for Farm & Home Supply Grand re-Opening including a mobile shooting range, October 4-5, 2019;
   - Motion to pay bills and transfers listed in Register No.’s 5089-5092;
7. Consider resolution ratifying, confirming and approving publication of notice of public hearing for the issuance of not to exceed $7,800,000 general obligation refunding capital loan notes.
8. (a) Public hearing on the authorization of a loan agreement and the issuance of Notes to evidence the obligation of the City and thereunder. A public hearing notice was published in the Daily Gate City on August 28, 2019.
   (b) Consider resolution instituting proceeding to take additional action for the issuance of not to exceed $7,800,000 general obligation refunding capital loan notes.
9. Consider resolution approving the preliminary official statement for $7,125,000 (dollar amount subject to change) general obligation refunding capital loan notes, series 2019B.
10. Consider resolution approving contract for services with DA Davidson & Co.
11. Consider resolution apposing Alliant Energy rate increase case.
12. Consider resolution authorizing the filing of an application for the Iowa Department of Transportation’s Federal Recreational Trails Program for construction of a trail along the riverfront connecting Victory Park to Hubinger Landing.

13. Consider resolution approving a contract with All Weather Courts Inc. for the 5th Street Pickleball Courts resurfacing project.

14. Consider resolution approving contract for services with Horizon Architects.

15. Consider resolution approving a contract with Klinger & Associates, P.C. for the design of the Windsor Height Lift Station Project.

16. Staff Reports:

17. New Business:

18. Adjourn meeting.
Meeting Minutes
Council Workshop
August 15, 2019
500 N. 20th Street
5:30pm

Present: O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant, Dunek.

Absent: Moore.

Staff Present: O’Donnell, Ludwig, Broomhall, Bousselot

1) Reviewed agenda for August 15th council meeting.

2) Heard from Heather Davis, Principal of George Washington School and Dave Grogan, Transportation Director for Keokuk School District regarding parking around the school.

3) Discussed refinancing bonds.

4) Adjourned at 6:20 p.m.
The City Council of the City of Keokuk met in regular session on August 15 at 6:30 p.m. at 500 N. 20th. Mayor Thomas L. Richardson, called the meeting to order. There were eight council members present, one absent. Mike O’Connor, Ron Payne, Devon Dade, John Helenthal, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Mike Moore was absent. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig, Public Works Director Mark Bousselot, and Community Development Director Pam Broomhall.

MAYOR’S CORRESPONDENCE: Announced the following events: Rollin’ on the River, Big Dam Street Festival, KHS Military Appreciation Night, Hoopin’ on the River, Roquette Main Street Project.

CITIZEN’S REQUEST: Mike Greenslaugh announced K-Play 5K run on August 31st.

Motion made by Dunek, Second by Helenthal to approve the agenda, including the consent agenda.

- Minutes of the regular City Council meeting of August 5, 2019;
- Minutes of the Keokuk Civil Service Commission meeting August 7, 2019;
- Cash Receipts & Treasurers report for July 2019;
- RESOLUTION NO. 304-19: Approving outdoor service for Kayvan’s Sports Bar & Grill, 18 S. 5th Street, 4-day event August 17-20, 2019;
- RESOLUTION NO. 305-19: Approving a Liquor License for Kayvan’s Sports Bar & Grill, 18 S. 5th Street, effective August 22, 2019 – Class C Liquor License with Outdoor Service & Sunday Sales;
- RESOLUTION NO. 306-19: Approving a Liquor License for Meyers Courtyard, 629 Blondeau Street, effective August 27, 2019 – Class C Liquor License;
- RESOLUTION NO. 307-19: Approving a Liquor License for West K Mart, 707 Palean Street, effective September 1, 2019 – Class E Liquor License with Sunday Sales;
- Appointment of Scott Porter to the Board of Adjustment, effective immediately, term to expire April 1, 2024;
- Re-Appointment of Martha Barclift, Deverie Kiedaisch & Susan Hanan to the Building & Housing Advisory Board, terms to expire September 19, 2022;
- Appointment of James Neff & Brian Carroll to the Building & Housing Advisory Board, term to expire September 19, 2022;
- Motion to pay bills and transfers listed in Register No.’s 5086-5088;
Mayor Richardson opened the public hearing at 6:37 p.m. rezoning Block 44, in Reid’s addition. A public hearing notice was published in the Daily Gate City on August 9, 2019.

No comments were received. Mayor Richardson closed the public hearing at 6:38 p.m.

Motion made by Bryant, Second by Mortimer to approve the initial reading of an Ordinance rezoning Block 44, in Reid’s Addition.

ROLL CALL VOTE: (7) AYES – O’Connor, Payne, Dade, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. (1) ABSTAIN – Helenthal. Motion carried.

Motion made by Bryant, Second by Mortimer to waive the second and third/final reading of Ordinance rezoning Block 44, in Reid’s Addition.

ROLL CALL VOTE: (7) AYES – O’Connor, Payne, Dade, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. (1) ABSTAIN – Helenthal. Motion carried.

Motion made by Greenwald, Second by O’Connor to approve the initial reading of an Ordinance amending section 9.28.040 parking regulations around George Washington School.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Dunek, Second by Helenthal to waive the second and third/final reading of Ordinance amending section 9.28.040 parking regulations around George Washington School.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Payne to adopt and give final approval of ORDINANCE NO. 1996 amending section 9.28.040 parking regulations around George Washington School. (8) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Helenthal to approve the following proposed RESOLUTION NO. 308-19: “A RESOLUTION APPROVING STREET FINANCING REPORT FOR FISCAL YEAR ENDING JUNE 30, 2019.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Dunek to approve the following proposed RESOLUTION NO. 309-19: “A RESOLUTION APPROVING CONTRACT FOR SERVICES WITH PIPER JAFFRAY & CO.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Helenthal to approve the following proposed RESOLUTION NO. 310-19: “A RESOLUTION APPROVING A CONTRACT WITH HICKEY
CONTRACTING COMPANY FOR THE 2019 PCC PATCHING PROJECT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dade, Second by Helenthal to approve the following proposed RESOLUTION NO. 311-19: “A RESOLUTION AUTHORIZING A LOAN IN THE AMOUNT OF $35,000.00 FROM THE CITY OF KEOKUK RLF TO JOY STIXX/PUCK-E-SHE-TUCK EMPORIUM.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to approve extra funding for the Racer’s Reunion. (8) AYES, (0) NAYS. Motion carried.

Motion made by O’Connor, Second by Dade to approve a Special Events Permit for Lennie Etter, Fireworks Display for the Keokuk Chiefs First Football Game-Honoring Vets, September 6, 2019 @ Keokuk Senior High School Football Field. (8) AYES, (0) NAYS. Motion carried.

Motion made by Payne, Second by Helenthal to reject all bids received for the 2019 sidewalk project. (8) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: O’Donnell reported on the following: Demolition of 415 Blondeau, Mill and Fill Project, barge demolition, FEMA receipts, workshop meetings.

NEW BUSINESS: Helenthal requested an update on Amjet.

There being no further business, Mayor Richardson adjourned the meeting at 7:05 p.m.
RESOLUTION NO. ______________

WHEREAS, Application has been made by Dolgencorp, LLC for a Class C Beer Permit with Sunday Sales for Dollar General Store #2385, 300 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, Dolgencorp, LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Beer Permit with Sunday Sales for Dollar General Store #2385, 300 Main Street, effective September 21, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5th day of September, 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 American Legion, Keokuk Post #41 for a Class C Liquor License for American Legion, Keokuk Post #41, 727 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, American Legion, Keokuk Post #41 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 for American Legion, Keokuk Post #41, 727 Main Street, effective September 28, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5th day of September, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________
JEAN LUDWIG, CITY CLERK
August 16th, 2019

Mr. Tom Richardson
Mayor
City Hall
Keokuk, Iowa 52632

Dear Mr. Richardson,

It is with regret that I am writing to inform you of my decision to resign my position on the Keokuk Public Library’s Board of Trustees, effective immediately.

My other commitments have become too great for me to be able to fulfill the requirements of my position on the Board, and I feel it is best for me to make room for someone with the time and energy to devote to the position.

It has been a pleasure being a part of the board for the past six years. I am so proud of all we have accomplished, and I have no doubt the board will continue these successes in the future.

If I can be of any assistance during the time it will take to fill the position, please don’t hesitate to ask.

Best,

Anna Westermeyer
August 29, 2019

To whom it may concern,

As some of you may be aware, we’ve been remodeling our store in Keokuk the last couple months to enhance the shopping experience for our customers. We will be holding a Grand Re-Opening event this fall, running from October 2nd through October 7th. We’ll be having special sales, along with some fun and exciting events to attract folks to this Grand Re-Opening.

One of the attractions we’re planning for this event is a mobile shooting range, hosted by a company by the name of Mobile Tactics. They have a 53’ trailer that travels around the country which allows individuals to shoot firearms inside the mobile range with live ammunition. The range allows for a variety of firearms to be fired, ranging from .22 caliber up to 30-06 caliber. The mobile range is staffed by a trained range attendant at all times it’s open to ensure the safety of all involved.

Our goal was to incorporate this mobile range as part of our Grand Re-Opening event this October. We’re tentatively scheduled to have Mobile Tactics on our property in Keokuk on October 4th, 2019 from 10:00 AM to 6:00 PM, then again on October 5th from 9:00 AM to 5:00 PM.

I understand this request is a bit out of the ordinary and doesn’t meet city code. Our hopes would be that a waiver could be granted to allow for this event, and appreciate city officials being open to considering our request. We are happy to provide any additional information that might be needed to help in making a decision.

Thank you in advance for your consideration.

Adam Bowles
President
Farm & Home Supply Stores
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: Keokuk Farm & Home Supply Co.
   Name/Event: Grand Re-Opening / Mobile Shooting Range
   Coordinator: Kenny Hild
   Mailing Address: 4625 Broadway, P.O. Box 3745 Quincy, IL 62305
   Daytime Phone #: (217) 223-6970 x: 105  Evening Phone #: (217) 227-5161
   Email Address: khild@farmandhomesupply.com

2. EVENT INFORMATION
   Type of Event: Grand Re-Opening of Keokuk Farm & Home Supply - including a mobile shooting range. On Farm & Home Supply's parking lot.
   Days/Dates of Event: Shooting range will be on our lot October 4th & October 5th 2019
   Time(s) of Event: (Include Set Up/Tear Down Time)
   10/4/2019 - 10:00 AM to 6:00 PM / 10/5/2019 - 9:00 AM to 5:00 PM
   Event Location: Parking Lot of Keokuk Farm & Home Supply

Will event require an alcohol license or require modification of an existing license?  Yes X No
3. REQUEST INFORMATION (Check All Applicable Lines)

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

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

X Other (please specify:)

Allow a mobile shooting range on Fifth parking lot.

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

_____ Street barricades
_____ 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:

_____ Amplified Sound/Speaker System
_____ Recorded Music
_____ Public Address System
_____ 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 X 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 fact, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the City for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE Undersigned Has Read And Fully Understands This Document, Including The Fact It Is Releasing And Waiving Certain Potential Rights, And Voluntarily And Freely Agrees To The Terms And Conditions As Set Forth Herein.

Applicant/Sponsor Signature

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)

__________________________________ Approved: _____ Denied: _____
City Administrator Signature Date

CONDITIONS IMPOSED: ____________________________________________

__________________________________

Date of City Council Approval (if required): ____________________________
GRANITE STATE INSURANCE COMPANY  
175 Water Street 18th Floor  
New York, NY 10038  

COMMON POLICY DECLARATIONS

POLICY NUMBER: 02 LX 080835747 1  
PREVIOUS POLICY NUMBER: 02 LX 080835747 0

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>PRODUCER NAME</th>
</tr>
</thead>
</table>
| Granite State Insurance Company  
175 Water Street 18th Floor  
New York, NY 10038 | Joseph Chiarello & Co Inc  
25 Deforest Avenue  
Suite 208  
Summit, NJ 07901 |

<table>
<thead>
<tr>
<th>NAMED INSURED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Tactics Inc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4306 Arnold Avenue</td>
</tr>
<tr>
<td>Naples, FL 34104</td>
</tr>
</tbody>
</table>

POLICY PERIOD: FROM ___05/05/2019___ TO ___05/05/2020___  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION: Mobile Range, Retail Gun Shop, Firearms Instruction.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

<table>
<thead>
<tr>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY COVERAGE PART $1,500.00</td>
</tr>
<tr>
<td>TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY) $0.00</td>
</tr>
<tr>
<td>TOTAL: $1,500.00</td>
</tr>
</tbody>
</table>
POLICY NUMBER: 02 LX 080835747 1

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

See Schedule of Forms and Endorsements.

<table>
<thead>
<tr>
<th>Countersigned</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Date)</td>
<td>(Authorized Representative)</td>
</tr>
</tbody>
</table>
# COMMERCIAL GENERAL LIABILITY DECLARATIONS

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>PRODUCER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granite State Insurance Company</td>
<td>Joseph Chiarello &amp; Co Inc</td>
</tr>
<tr>
<td></td>
<td>25 Deforest Avenue</td>
</tr>
<tr>
<td></td>
<td>Suite 208</td>
</tr>
<tr>
<td></td>
<td>Summit, NJ 07901</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Tactics Inc</td>
<td>4306 Arnold Avenue</td>
</tr>
<tr>
<td></td>
<td>Naples, FL 34104</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY PERIOD: FROM</th>
<th>TO</th>
<th>AT 12:01 A.M. TIME AT</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/05/2019</td>
<td>05/05/2020</td>
<td></td>
</tr>
</tbody>
</table>

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

## LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>LIMIT</th>
<th>LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO PREMISES</td>
<td>$100,000 Any one premises</td>
</tr>
<tr>
<td>RENTED TO YOU LIMIT</td>
<td>$10,000 Any one person</td>
</tr>
<tr>
<td>MEDICAL EXPENSE LIMIT</td>
<td>$1,000,000 Any one person or organization</td>
</tr>
<tr>
<td>PERSONAL &amp; ADVERTISING INJURY LIMIT</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE LIMIT</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

## RETROACTIVE DATE (CG 00 02 ONLY)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: 
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

## DESCRIPTION OF BUSINESS

<table>
<thead>
<tr>
<th>BUSINESS TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIVIDUAL</td>
</tr>
<tr>
<td>PARTNERSHIP</td>
</tr>
<tr>
<td>JOINT VENTURE</td>
</tr>
<tr>
<td>TRUST</td>
</tr>
<tr>
<td>LIMITED LIABILITY COMPANY</td>
</tr>
<tr>
<td>ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Range, Retail Gun Shop, Firearms Instruction.</td>
</tr>
<tr>
<td>LOC NO.</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>001-001</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>LOC NO.</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td>001-001</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>LOC NO.</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
STATE TAX OR OTHER (if applicable) 
TOTAL PREMIUM (SUBJECT TO AUDIT) $1,500

PREMIUM SHOWN IS PAYABLE: AT INCEPTION AT EACH ANNIVERSARY
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)

AUDIT PERIOD (IF APPLICABLE) □ ANNUALLY □ SEMI-ANNUALLY □ QUARTERLY □ MONTHLY

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: By:

(Date) (Authorized Representative)
# SCHEDULE OF FORMS AND ENDORSEMENTS

<table>
<thead>
<tr>
<th>POLICY NUMBER:</th>
<th>EFFECTIVE DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 LX 080835747 1</td>
<td>05/05/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>96556 (01-15)</td>
<td>Policyholder Disclosure Notice of Terrorism Insurance Coverage</td>
</tr>
<tr>
<td>91222 (09-16)</td>
<td>Policyholder Notice</td>
</tr>
<tr>
<td>IL DS 00 (09-08)</td>
<td>Common Policy Declarations</td>
</tr>
<tr>
<td>89644 (06-13)</td>
<td>Economic Sanctions Endorsement</td>
</tr>
<tr>
<td>125595 (03-17)</td>
<td>Federal Share Of Compensation Under TRIA And CAP On Losses Endorsement</td>
</tr>
<tr>
<td>IL 00 03 (09-08)</td>
<td>Calculation Of Premium</td>
</tr>
<tr>
<td>IL 00 17 (11-98)</td>
<td>Common Policy Conditions</td>
</tr>
<tr>
<td>IL 00 21 (09-08)</td>
<td>Nuclear Energy Liability Exclusion Endorsement (Broad Form)</td>
</tr>
<tr>
<td>118477 (03-15)</td>
<td>Policyholder Notice Taxes, Assessments And/Or Surcharges</td>
</tr>
<tr>
<td>78711 (11-18)</td>
<td>Addendum To The Declarations</td>
</tr>
</tbody>
</table>

**COMMON**

**GENERAL LIABILITY**

<table>
<thead>
<tr>
<th>CG DS 01 (10-01)</th>
<th>Commercial General Liability Declarations</th>
</tr>
</thead>
<tbody>
<tr>
<td>CG 24 04 (05-09)</td>
<td>General Liability Manuscript Endorsement</td>
</tr>
<tr>
<td>113513 (03-13)</td>
<td>Waiver Of Transfer Rights Of Recovery Against Others To Us</td>
</tr>
<tr>
<td>58332 (08-07)</td>
<td>Physical Abuse, Sexual Abuse Or Molestation Exclusion Endorsement</td>
</tr>
<tr>
<td>61712 (12-06)</td>
<td>Total Lead Exclusion</td>
</tr>
<tr>
<td>62898 (07-12)</td>
<td>Additional Insured - Where Required Under Contract Or Agreement</td>
</tr>
<tr>
<td>64004 (07-12)</td>
<td>Radioactive Matter Exclusion</td>
</tr>
<tr>
<td>76170 (08-99)</td>
<td>Firearms Instructors Professional Liability Endorsement</td>
</tr>
<tr>
<td>78689 (07-03)</td>
<td>Fungus Exclusion</td>
</tr>
<tr>
<td>82540 (07-12)</td>
<td>Asbestos And Silica Exclusion Endorsement</td>
</tr>
<tr>
<td>CG 00 01 (04-13)</td>
<td>Commercial General Liability Coverage Form</td>
</tr>
<tr>
<td>CG 02 20 (03-12)</td>
<td>Florida Changes - Cancellation And Nonrenewal</td>
</tr>
<tr>
<td>CG 20 01 (04-13)</td>
<td>Primary And Noncontributory - Other Insurance Condition</td>
</tr>
<tr>
<td>CG 21 06 (05-14)</td>
<td>Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception</td>
</tr>
<tr>
<td>CG 21 47 (12-07)</td>
<td>Employment-Related Practices Exclusion</td>
</tr>
<tr>
<td>CG 21 49 (09-99)</td>
<td>Total Pollution Exclusion Endorsement</td>
</tr>
</tbody>
</table>
Commercial General Liability Coverage Part is Subject to a Minimum Premium in the amount of $1,500
Mobile Tactics Inc.
General Information Presentation

www.mobiletactics.com

Vice President/General Manager: Phil Ludos
Operations Manager: Eric Rice
Range Master: Mark Tobin

4306 Arnold Ave
Naples, FL 34104

844-357-1007
info@mobiletactics.com
Mobile Tactics Inc. is specializes in providing a professional, safe, secure and maintenance free live fire training facility. We are the range that comes to you.

The company was founded in 2005, but was refocused towards training in 2015. The range also went under a complete remodel in 2015. Mobile Tactics is owned and operated by a highly professional staff that is dedicated to making your event a safe and successful one. The staff has an extensive background in law enforcement, military, professional firearms instruction and government planning.

We specialize providing a live fire range for law enforcement, gun shops, trade shows, racing events and other large events. We are an attraction that will further enhance any event, indoors or outdoors.
Range Details- Overview

- Inside a 53ft Semi-Trailer
- US DOT Certified
- AR500 Armor on 6 sides
- Climate controlled
- Security Cameras and Alarm System
- Generator powered or direct 3-Phase Plug in
- Lined with sonic foam and ballistic rubber flooring for sound absorption
- 3 lanes- 11 yards each
- Action Target target systems
- Separate Range Master room
Range Details- Bullet Trap

- Rated for all projectiles from 900-3600fps
- .22LR up to 30-06SPG
- Full Auto Rated
- Shotgun capable
- No AP or Incendiary projectiles
- No reloaded or remanufactured ammo
- Uses a granular rubber bullet trap
- Solid rubber mat over the granular rubber to reduce ricochets
- Reduces sound
- Reduces lead exposure
Range Details - Shooting Stalls

- 3 independent shooting stalls
- 11 yards shooting range
- Ballistic glass separating the stalls
- Glass is multi-strike rated up to .308WIN
- Action Target toggle switch retriever system
- A/C and Heat
- Removable shooting tables for linear training
- Tables have 2 additional shelves for target, ammo, and firearm storage
- LED dimmable lights in each stall
Range Details-
Shooting Stalls
Range Details - Range Master Room

- Climate Controlled
- Behind the shooting stalls for full viewing of the shooters and shooting lanes
- Full controls for lighting and ventilation
- CCTV security monitor

- Desk for administrative work
- Ballistic glass separates the room and the range
- Small armory for storing firearms, ammo and accessories
- Access to all emergency equipment (fire, first aid)
Range Details - Ventilation System

- 100% Clean air system
- Uses a 2-stage pre-filter and HEPA filtration system
- 99.97% filtration of exiting air
- Vent tubing for indoor events available
Range Details- Acoustics

- All interior walls and ceiling are covered in sound absorbing foam
- Significantly reduces noise levels
- Foam is flame resistant and is compliant to ASTM E-84 Class 1 Flammability requirements

- Use a 2” Rubber Combat Flooring
- Adds to noise absorption
- Complies with ASTM D-2859 Flammability requirements
- **Significantly quieter than a normal indoor range**
Range Details - Safety Features

- CCTV Security Cameras
- Door alarm system
- 3 Fire Extinguishers
- Emergency Trauma and General First Aid Kits
- Emergency lighting system
Services Provided

- Professional and Experienced Staff
- Start up, Operate, Shut Down and Emergency Procedures
- Range Safety Officers- Upon Request
- CAPS System
- Classes

By Request
- Ammunition
- Targets
- Range Safety Officer

Misc. Services
- Church Security Training
Previous Notable Events

2018
• Taylors & Company Firearms- Winchester VA
• Lucas Oil Off-Road Race- Phoenix, AZ
• 4 State Truck Show- Joplin, MO
• Orion’s Guns- Jeffersonville, IN
• Jay’s Sporting Goods- Claire, MI
• United Sporting Goods Dealer Show- Miamisburg, OH
• Superior Firearms- Tyler, TX
• USCCA Expo (indoor) - Louisville, KY
• Hoffpauir Group- Lampasas, TX
• Texas Cattle Raisers Association (indoor)- Ft. Worth, TX
• United Sporting Goods Dealer Show- Columbia, SC

2017
• Space Coast Harley Davidson- Palm Bay, FL
• USCCA Expo (indoor)- Ft. Worth, TX
• Superior Firearms- Tyler, TX
• Tyler Texas PD
• Davis Clothing- Bossier City, LA

2016
• USCCA Expo (indoor)- Atlanta, GA
• Williams Gun Sight- Imlay City, MI

Previous Events
• Marco Island PD Annual Qualification
• Miami-Dade PD
• South Florida Police/Security/Fire Expo
• Valor Corp. Expo
Law Enforcement Training

• CAPS- Live Ammunition Firearms Judgment Training System [www.caps-inc.com](http://www.caps-inc.com)
• Standard Qualification
• Low-Light Qualification
• No-Light Qualification
• Linear Training
• Pistol/Shotgun/AR and full auto capable

• Reduces travel and overtime expenses
• Can train standard, low-light, no-light and decision making all at once- more efficient training
• Have a live fire range at PD HQ
• Host events with the community to build rapport and PR
Law Enforcement Training

MOBILE TACTICS

SHOOT ON THE MOVE
Church Security Training

• Will work with an existing security team or will assist in building one
• Assist in developing a comprehensive and realistic training plan
• Build a Team
• Learn to shoot, move, and communicate as a team

• Realistic scenarios
• Build evacuation and mass casualty plans
• Assist in planning for choke points, hard defenses, fields of fire, and rules of engagement
• Lethal and non-lethal responses
• Much more!!!!
Press Releases

- [https://www.marconews.com/story/news/2015/12/07/training-key-todays-officers/76932446/?fbclid=IwAR2vhna2vBmBFUX7Oc75dSwtotLTYGiDAckGbb8TnP0rzMgGr0U1Tzv_8](https://www.marconews.com/story/news/2015/12/07/training-key-todays-officers/76932446/?fbclid=IwAR2vhna2vBmBFUX7Oc75dSwtotLTYGiDAckGbb8TnP0rzMgGr0U1Tzv_8)
- [http://www.winknews.com/2015/12/04/active-shooter-events-prompt-new-demand-for-gun-training/?fbclid=IwAR2cjAQSOXXeb8Ornw9yRDOLlgedlo1keBX7a_nNZmz50ov20kndskswx10](http://www.winknews.com/2015/12/04/active-shooter-events-prompt-new-demand-for-gun-training/?fbclid=IwAR2cjAQSOXXeb8Ornw9yRDOLlgedlo1keBX7a_nNZmz50ov20kndskswx10)
- [https://www.youtube.com/watch?v=wWP08Pkcvyk&feature=youtu.be&fbclid=IwAR2pLW7p6yRbCoPsjrPcXC_xMP0vOwhjSpRd9UPeGGOWK1UKawHj3vnAzWw](https://www.youtube.com/watch?v=wWP08Pkcvyk&feature=youtu.be&fbclid=IwAR2pLW7p6yRbCoPsjrPcXC_xMP0vOwhjSpRd9UPeGGOWK1UKawHj3vnAzWw)
Mobile Tactics Staff

Mike Christoff- President/Owner
Mike has a Bachelor of Arts from Michigan State University in Law Enforcement. He served as a police officer in Michigan and Florida from 1987 to 2014; with extensive training in SWAT and defensive tactics, serving as an instructor in a variety of disciplines. His passion for firearms training provide him the necessary skills to serve as a firearms instructor for both law enforcement and civilians. Mike developed the “A.R.E.” (Alert, Respond, Escape) training students to be mentally and physically prepared to avoid and/or respond to attacks. Mike purchased the Mobile Tactics unit in 2005 and has built a platform that has become the most sought after mobile range in the U.S. His customers come from all over the U.S. and all aspects of the business world, as well as law enforcement. In 2010 Mike created what has become the most popular inside the waistband (IWB) holster in the industry, Sticky Holsters. Then in 2018, Mike partnered with the Well Armed Woman organization to create a series of self defense videos, designed to prepare women for threats and the response to them. This program is a spin-off of Mike’s A.R.E. training, and has highlighted his passion for everything he does regarding training and business.

Phil Ludos- Vice President/General Manager
Phil has a Bachelor of Science degree in Criminal Justice, and a Master’s degree in Public Administration. He served in the U.S. Army for six years, and was honorably discharged as a Captain, having served as an infantry and military police commander, both overseas and in the U.S. He also ran a regional training academy for police officers for eight years, training more than 500 new recruits, and more than 1,000 in-service officers. During this time he served as the chief firearms instructor and defensive tactics instructor and was one of only 200 world-wide Instructor Trainers for PPCT, the most widely used pressure point system by the police in the U.S. Most recently Phil served as a police chief in both Michigan and Florida, taking over troubled organizations as a reform chief and realigning the organization with current industry standards. He completed his career in government as both an Assistant City Manager and a City Manager. Phil’s extensive military and law enforcement background, with more than twenty years as an instructor and a consultant provides our clients effective and efficient training as well as budget savings for many of our clients. Phil is also an NRA Pistol Instructor and Range Safety Officer, and has been a competitive shooter for many years, but is focusing now on bringing others into the sport. Phil joined the Mobile Tactics team in 2015 as the General Manager.
Mobile Tactics Staff

Eric Rice- Operations Manager
Eric graduated from the University of North Florida with a Bachelor of Science degree in Political Science and is currently working towards his MBA from the University of Florida. During his time in college, Eric placed third in the NCAA NRA Pistol National Championship. After graduating, Eric joined the United States Army as an Infantry Officer. He deployed twice, once to Iraq and once to Afghanistan, and spent a total of twenty months overseas. While in the Army, Eric graduated from the United States Army Airborne School, Ranger School, and Sniper Employment School. He was also Combat Lifesaver Certified and taught the Army’s martial arts program at Fort Drum, New York. In 2011, Eric was honorably discharged as a Captain. Shortly thereafter, he began working as a manager for a national corporation before transitioning into a management position at one of the largest retail gun stores in the southeastern United States. Eric is also an NRA Certified Pistol Instructor and Range Safety Officer. Continuing with his passion for firearms and tactical shooting techniques, Eric joined the Mobile Tactics team in 2015 as the company’s Operations Manager.

Mark Tobin- Range Master
Mark retired in 2013 after 25 years of service as a Road Sergeant with the Livingston County Sheriff Department. He attended Eastern Michigan University Police Staff and Command and has been certified by MCOLES as a Law Enforcement firearms instructor and currently instructs at the Washtenaw Community College Police Academy. Mark has also instructed at Mott College Police Academy and was a lead in service firearms instructor for MMRMA. A Life Member of the NRA, Mark is a certified NRA Pistol Instructor, Range Safety Officer and Home Firearms Safety Instructor. He is also a IES MILO Range decision making simulator operator. A firearms instructor for 35 years, Mark joined the Mobile Tactics Team in 2017 as the Range Master.
Contact Information

Phil Ludos
Vice President/
General Manager
Phil@mobiletactics.com
4306 Arnold Ave  *  Naples, FL  *  34104
844-416-1844
Info@mobiletactics.com

Eric Rice
Operations Manager
Eric@mobiletactics.com

www.mobiletactics.com
I appreciate you taking the time to provide me with the detailed information I asked for. This information of course was necessary to help determine if the who person, business, or agency involved with the development of this trailer used by Mobile Tactics Inc was and if they were experienced and reputable.

Using that information I was able to find the details I needed to know about the system as well the person responsible for use of the Training System. That person is Phillip Ludos VP/GM of Mobile Tactics Inc. I found, Phillip Ludos to be extremely knowledgeable in this field. Not only Tactical training and shooting ranges but specifically mobile training systems. I thought it was important to call him myself so I did, and he was completely forthcoming with the details of the trailer and its development. He answered all of the questions I had regarding the system. FYI, I imagine he would prove to be useful if you need a consultant regarding tactical training as well as mobile range use and safety. I have already added him to my own contact list.

I mentioned to you after seeing the range trailer that I believed it to be built by Meggitt but the target system looked different. You can breathe easy, it is in fact the model from Meggitt as I suspected and Meggitt is one of the top range development experts in the industry. The differences that I spotted were upgrades made by the one other highly respected companies, Action Target Inc. Mr. Ludos had part of the system improved by Action Target. He also had new sound dampening materials put in to improve the effectiveness of sound abatement system. I am sure your officer’s ears will thank him.

I apologize if my opinion is long. I wanted you to understand how impressed I was. In short, the companies responsible for building this system have guidelines that are more strict then our own. Action Target and Meggitt are responsible for helping create the industries best practices. The fact Mobile Tactics Inc. is willing to spend the extra money to have the top companies, not only build their range system, but even to make the upgrades to that system, speaks volumes to me.

I am going to copy Phillip Ludos as well. If anything I said needs correction I would like him to have the opportunity to do so, as he was so kind to give me the time and the information I wanted.

I hope this is helpful and I hope this helps get your men the training they need. I know they will enjoy having the opportunity to train in this environment. We are very thankful to our friends in
blue and NRA Range Services is available to help any way we can. If you have question about anything else give me a call.

Sincerely,

Eric M. Whitescarver  
Range Technical Team Leader  
Recreational Programs and Ranges

T (703) 267-1279  
E ewhitescarver@nrahq.org

National Rifle Association | 11250 Waples Mill Rd, Fairfax, VA 22030

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify the sender immediately, delete the message from your computer, and do not forward it.
RANGE RULES

1. ALCOHOLIC BEVERAGES, DRUGS IMPAIRING JUDGMENT OR REACTION TIMES, AND PERSONS WHO ARE SUSPECTED OF CONSUMING SUCH SUBSTANCES WILL NOT BE ALLOWED ON RANGE PREMISES.

2. USE OF TOBACCO PRODUCTS AND E-CIGARETTES IS NOT ALLOWED ON THE RANGE.

3. NO FOOD OR DRINKS ARE ALLOWED ON THE RANGE.

4. TEMPERED, OR ADEQUATE SHOOTERS’ EYE PROTECTION, MUST BE WORN ON THE RANGE AT ALL TIMES. HATS ARE RECOMMENDED ON THE RANGE TO PROTECT SHOOTERS FROM DISCHARGED AND HOT BRASS.

5. EAR PROTECTION MUST BE WORN AT ALL TIMES WHILE ON THE RANGE.

6. ONLY FACTORY PRODUCED AMMO IS ALLOWED TO BE USED ON THE RANGE. RELOADED, REMANUFACTURED, TRACER, EXPLOSIVE OR ARMOR PIERCING AMMUNITION ARE STRICTLY PROHIBITED, UNLESS EXPRESSLY PERMITTED BY THE MOBILE TACTICS RANGE SAFETY OFFICER.

7. FULL METAL JACKET, BALL, OR RANGE AMMO IS PREFERRED. HOLLOW POINTS AND ALL OTHER AMMUNITION MAY BE USED AT THE SOLE DESCRIETION OF THE MOBILE TACTICS RANGE SAFETY OFFICER, OR AS PART OF A PRIOR APPROVED TRAINING PLAN SUBMITTED BY RENTER.

8. SHOTGUNS ARE ALLOWED ON THE RANGE FOR USE WITH BUCKSHOT OR SLUGS ONLY.

9. THE MINIMUM SHOOTING DISTANCE IS 3 YARDS, UNLESS AUTHORIZED BY THE MOBILE TACTICS RANGE SAFETY OFFICER, OR AS PART OF A PRIOR APPROVAL OF A TRAINING PLAN SUBMITTED BY RENTER.

10. FIREARMS MAY BE LOADED OR UNLOADED ONLY ON THE FIREING LINE. NO LOADING OF, UNLOADING OF, OR LOADED FIREARMS ARE ALLOWED BEHIND THE FIREING LINE.

11. ALL FIREARMS MUST BE CLEARED AND OPEN WHEN REMOVED FROM THE FIREING LINE OR IN A CASE, BAG, HOLSTER OR OTHER CONTAINER THAT CLOSES OR LOCKS.

12. LONG GUNS NOT IN USE WILL HAVE BOLTS/ ACTIONS OPEN AND LOCKED TO THE REAR. LONG GUNS THAT DO NOT LOCK WILL HAVE A DESIGNATED CHAMBER FLAG IN THEM WHEN NOT IN USE.

13. NO ONE WILL BE ALLOWED FORWARD OF THE FIREING LINE AT ANY TIME, UNDER ANY CIRCUMSTANCES, UNLESS EXPRESSLY AUTHORIZED BY THE MOBILE TACTICS RANGE SAFETY OFFICER, OR AS PART OF A PRIOR APPROVAL OF A TRAINING PLAN SUBMITTED BY RENTER.

14. CHILDREN LESS THAN 18 YEARS OF AGE MUST BE SUPERVISED AT ALL TIMES WHILE ON THE RANGE, AND WILL NOT BE ALLOWED TO ROAM PREMISES.
15. FIREARMS MAY BE SUBJECTED TO INSPECTION BY THE STAFF AT ANY TIME WHILE ON THE PREMISES.

16. IF ANY PROBLEM SHOULD OCCUR WHILE ON THE FIRING LINE, PLACE THE FIREARM ON THE TOP SHELF OF THE CART, MUZZLE POINTING DOWN RANGE AND CONTACT THE RANGE SAFETY OFFICER, OR A STAFF MEMBER, IMMEDIATELY.

17. ONLY GUNS IN GOOD REPAIR WILL BE ALLOWED ON THE RANGE.

18. NO DRAWING AND FIRING FROM A HOLSTER UNLESS GIVEN EXPRESS AUTHORIZATION TO DO SO BY THE MOBILE TACTICS RANGE SAFETY OFFICER, OR PREVIOUSLY APPROVAL WITHIN THE SUBMITTED TRAINING PLAN BY RENTER.

19. SHOOTING AT OBJECTS ON THE FLOOR OR ANY OTHER EQUIPMENT NOT DESIGNATED TO BE THE INTENDED TARGET IS STRICTLY PROHIBITED.

20. FIREARMS WILL BE POINTED DOWN RANGE AT ALL TIMES WHILE ON THE FIRING LINE.

21. ALL SHOOTERS AND PERSONS ON THE RANGE WILL OBEY ALL COMMANDS FROM THE RANGE SAFETY OFFICER AT ALL TIMES WHILE ON THE RANGE OR USING MOBILE TACTICS PROPERTY OR EQUIPMENT. ¹

¹ Notwithstanding the above promulgated rules, MOBILE TACTICS reserves the right to amend or modify these rules for the benefit and safety of any party on the MOBILE TACTICS range.
PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS
FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF

REGISTER NO. 5089

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALTORFER INC.</td>
<td>PARTS</td>
<td>$45.93</td>
</tr>
<tr>
<td>BEARING HEADQUARTERS CO.</td>
<td>SHIPPING</td>
<td>$10.38</td>
</tr>
<tr>
<td>RAY BRADLEY, INC.</td>
<td>Hauling/Landfill Fees</td>
<td>$216.63</td>
</tr>
<tr>
<td>KEOKUK MUNICIPAL WATER WORKS</td>
<td>Pool Samples</td>
<td>$30.00</td>
</tr>
<tr>
<td>GATE CITY PUBLISHING</td>
<td>Thank You Publication</td>
<td>$50.00</td>
</tr>
<tr>
<td>KEOKUK TERMITE &amp; PEST CONTROL</td>
<td>Pest Control</td>
<td>$162.50</td>
</tr>
<tr>
<td>GRAY QUARRIES, INC</td>
<td>Roadrock</td>
<td>$1,082.91</td>
</tr>
<tr>
<td>JIM BAIER, INC</td>
<td>Parts</td>
<td>$49.99</td>
</tr>
<tr>
<td>ERIC E. SUTER</td>
<td>Service</td>
<td>$65.00</td>
</tr>
<tr>
<td>RIVER CITY PARTS, INC.</td>
<td>Parts</td>
<td>$1,630.35</td>
</tr>
<tr>
<td>LAWSON PRODUCTS, INC.</td>
<td>Supplies</td>
<td>$74.60</td>
</tr>
<tr>
<td>KERR FABRICATORS, INC.</td>
<td>Parts/Supplies</td>
<td>$98.65</td>
</tr>
<tr>
<td>SHERWIN-WILLIAMS CO.</td>
<td>Supplies/Paint</td>
<td>$52.57</td>
</tr>
<tr>
<td>J &amp; S ELECTRONICS BUSINESS, INC</td>
<td>Library Contract/Service Calls</td>
<td>$852.73</td>
</tr>
<tr>
<td>KONE INC.</td>
<td>Labor/Materials Exchange</td>
<td>$622.21</td>
</tr>
<tr>
<td>S. J. SMITH WELDING SUPPLY</td>
<td>Tank Rental</td>
<td>$521.85</td>
</tr>
<tr>
<td>IDEAL READY MIX COMPANY, INC</td>
<td>Concrete</td>
<td>$899.75</td>
</tr>
<tr>
<td>MEYERS DRIVEWAY &amp; SEPTIC TANK</td>
<td>Pump Holding Tank</td>
<td>$300.00</td>
</tr>
<tr>
<td>PITNEY BOWES INC</td>
<td>Postage Meter Ink</td>
<td>$237.98</td>
</tr>
<tr>
<td>TASKE FORCE, INC.</td>
<td>Temporary Help</td>
<td>$1,560.00</td>
</tr>
<tr>
<td>BAKER &amp; TAYLOR BOOKS</td>
<td>Books Keokuk Public Library</td>
<td>$615.63</td>
</tr>
<tr>
<td>MCFARLAND-SWAN OFFICE CITY</td>
<td>Supplies</td>
<td>$2,318.71</td>
</tr>
<tr>
<td>ALLIANT</td>
<td>Electric Bill</td>
<td>$14,652.94</td>
</tr>
<tr>
<td>PETTY CASH-KEOKUK LIBRARY</td>
<td>Petty Cash</td>
<td>$17.12</td>
</tr>
<tr>
<td>NEWBERRY, INC</td>
<td>Towing</td>
<td>$205.00</td>
</tr>
<tr>
<td>CENTURY LINK</td>
<td>Service</td>
<td>$327.54</td>
</tr>
<tr>
<td>PRINCIPAL LIFE INSURANCE CO.</td>
<td>Disability/Life Ins.</td>
<td>$796.41</td>
</tr>
<tr>
<td>GREAT RIVER REGIONAL WASTE</td>
<td>Integrated Waste Services</td>
<td>$2,837.44</td>
</tr>
<tr>
<td>PILOT GROVE SAVINGS BANK</td>
<td>Rent</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>LEE COUNTY RECORDER/REGISTRAR</td>
<td>Quit Claim Deeds</td>
<td>$34.00</td>
</tr>
<tr>
<td>MIDLAND SCIENTIFIC, INC</td>
<td>Lab Supplies</td>
<td>$5,683.87</td>
</tr>
<tr>
<td>LINDNER AVIATION, INC.</td>
<td>Manager Fee/Maint/Supplies</td>
<td>$4,685.31</td>
</tr>
<tr>
<td>UNITY POINT HEALTH-KEOKUK</td>
<td>Medical Services</td>
<td>$685.50</td>
</tr>
<tr>
<td>SAFETY-KLEEN</td>
<td>Clean Refill Tanks</td>
<td>$201.60</td>
</tr>
<tr>
<td>TRUCK REPAIR, INC</td>
<td>Parts</td>
<td>$329.02</td>
</tr>
<tr>
<td>IOWA COMMUNICATIONS NETWORK</td>
<td>Service Keokuk Public Library</td>
<td>$9.16</td>
</tr>
<tr>
<td>MEYERS PLUMBING</td>
<td>Labor/Materials</td>
<td>$208.29</td>
</tr>
<tr>
<td>SHOEMAKER &amp; HAALAND</td>
<td>Engineering Services</td>
<td>$1,128.00</td>
</tr>
<tr>
<td>MODIESKI &amp; MASTERS, INC.</td>
<td>Bridge Inspection</td>
<td>$725.00</td>
</tr>
<tr>
<td>MID-AMERICAN RESEARCH CHEMICAL</td>
<td>Supplies</td>
<td>$992.50</td>
</tr>
<tr>
<td>VAN METER INDUSTRIAL</td>
<td>Parts/Supplies</td>
<td>$324.67</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Account Refill Postage</td>
<td>$500.00</td>
</tr>
<tr>
<td>Keokuk Contractors, Inc. Labor/Materials/Equip</td>
<td>$110,413.39</td>
</tr>
<tr>
<td>Electric Pump Parts/Freight</td>
<td>$108.22</td>
</tr>
<tr>
<td>Diamond Construction Company Cold Patch</td>
<td>$3,922.65</td>
</tr>
<tr>
<td>Southeastern Community College Classes</td>
<td>$1,507.00</td>
</tr>
<tr>
<td>Connection Insurance Insurance</td>
<td>$1,209.00</td>
</tr>
<tr>
<td>General Traffic Controls, Inc. Traffic Light Equipment</td>
<td>$3,107.00</td>
</tr>
<tr>
<td>Huffman Machine &amp; Welding, Inc Supplies/Parts</td>
<td>$3,247.17</td>
</tr>
<tr>
<td>Enderle Heating &amp; A/C Company Repairs</td>
<td>$530.50</td>
</tr>
<tr>
<td>W. L. Miller Company Paving Labor/Materials</td>
<td>$64,716.06</td>
</tr>
<tr>
<td>Downey's Fire Equipment Recharge Extinguishers</td>
<td>$80.00</td>
</tr>
<tr>
<td>Hy-Vee, Inc. Supplies</td>
<td>$719.22</td>
</tr>
<tr>
<td>Fisher Scientific Lab Supplies-WPC</td>
<td>$414.70</td>
</tr>
<tr>
<td>Conn Communications, Inc. Signs</td>
<td>$1,461.86</td>
</tr>
<tr>
<td>Seirpc Point Repair Contract</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Per Mar Security Services Security Monitoring</td>
<td>$1,449.75</td>
</tr>
<tr>
<td>Caldwell Company Name Plates</td>
<td>$15.00</td>
</tr>
<tr>
<td>North Central Laboratories Lab Supplies</td>
<td>$365.23</td>
</tr>
<tr>
<td>Younggren Shoes Safety Boots</td>
<td>$478.99</td>
</tr>
<tr>
<td>Knapheide Truck Eq Center Parts</td>
<td>$322.50</td>
</tr>
<tr>
<td>Piper Jaffray &amp; Co. Financial Advisory Services</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Niemann Foods, Inc./ACE Supplies</td>
<td>$590.13</td>
</tr>
<tr>
<td>Randy Winn Reimb. Health Insurance Premium</td>
<td>$335.00</td>
</tr>
<tr>
<td>Fastenal Company Parts/Supplies</td>
<td>$127.89</td>
</tr>
<tr>
<td>Kohl Wholesale Pool Concessions</td>
<td>$789.81</td>
</tr>
<tr>
<td>James K. Neff Labor/Materials</td>
<td>$8,010.95</td>
</tr>
<tr>
<td>Poepping, Stone, Bach Assoc. Professional Services</td>
<td>$14,800.02</td>
</tr>
<tr>
<td>USA Blue Book WPC Supplies</td>
<td>$450.45</td>
</tr>
<tr>
<td>Frank Millard &amp; Co., Inc. Labor/Material @ Library</td>
<td>$133.00</td>
</tr>
<tr>
<td>Brownells, Inc. Parts/Supplies</td>
<td>$718.94</td>
</tr>
<tr>
<td>Autozone Parts/Supplies</td>
<td>$9.99</td>
</tr>
<tr>
<td>Pete Benson Tool Allowance</td>
<td>$800.00</td>
</tr>
<tr>
<td>Paul S. Kelly Sr. WPC Parts</td>
<td>$60.00</td>
</tr>
<tr>
<td>Xerox Corporation Lease Agreement</td>
<td>$297.34</td>
</tr>
<tr>
<td>Wiss &amp; Wiss Equipment Inc. Parts</td>
<td>$100.81</td>
</tr>
<tr>
<td>Wal-Mart Community/Gecrb Supplies</td>
<td>$723.33</td>
</tr>
<tr>
<td>Broc Galbreath Reimburse PD Supplies</td>
<td>$9.60</td>
</tr>
<tr>
<td>Total Solutions, Inc. Sr IT Eng/Licenses/Backup</td>
<td>$698.23</td>
</tr>
<tr>
<td>Discount Tire &amp; Service Tires</td>
<td>$596.00</td>
</tr>
<tr>
<td>Bnsf Railway Company Lease</td>
<td>$600.00</td>
</tr>
<tr>
<td>Polydyne, Inc. Polymer - WPC</td>
<td>$23,519.80</td>
</tr>
<tr>
<td>Noel Brown Sound @ Grand Theater</td>
<td>$150.00</td>
</tr>
<tr>
<td>SynCb/Amazon Library Supplies</td>
<td>$320.35</td>
</tr>
<tr>
<td>Emc National Life Company Insurance Premium</td>
<td>$1,221.64</td>
</tr>
<tr>
<td>Keokuk Racers Reunion Racers Reunion 2020 Support</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Company</td>
<td>Description</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>MEDIACOM</td>
<td>LIBRARY SERVICE</td>
</tr>
<tr>
<td>LCL FARMS INC.</td>
<td>BIO SOLID TRUCKING/SPREADING</td>
</tr>
<tr>
<td>SERVICEMASTER OF FT.MADISON</td>
<td>MOLD REMOVAL</td>
</tr>
<tr>
<td>MUNICIPAL EMERGENCY SERVICES</td>
<td>POLICE DEPT BADGES</td>
</tr>
<tr>
<td>GARY L. PFEIFERLING</td>
<td>POLICE VEHICLE CLEANING</td>
</tr>
<tr>
<td>IMI EQUIPMENT, LLC</td>
<td>PARTS</td>
</tr>
<tr>
<td>LEXISNEXIS RISK SOLUTIONS</td>
<td>LEASE AGREEMENT</td>
</tr>
<tr>
<td>KEVIN B. FEEHAN</td>
<td>AIRPORT VEGETATION CONTROL</td>
</tr>
<tr>
<td>QC ANALYTICAL SERVICES, LLC</td>
<td>WPC ANALYSIS</td>
</tr>
<tr>
<td>EMPLOYEE BENEFIT SYSTEMS</td>
<td>INSURANCE PREMIUM</td>
</tr>
<tr>
<td>RAILROAD MANAGEMENT COMPANY</td>
<td>SEWER PIPELINE CROSSING RENT</td>
</tr>
<tr>
<td>RELIABLE PEST SOLUTIONS</td>
<td>PEST CONTROL</td>
</tr>
<tr>
<td>MIDWEST JANITORIAL SERVICE, INC</td>
<td>JANITORIAL SERVICE @ LIBRARY</td>
</tr>
<tr>
<td>SIGOURNEY FIRE/RESCUE</td>
<td>REGISTRATION FEES</td>
</tr>
<tr>
<td>KATHY JOYCE</td>
<td>REIMBURSE GRAND THTR EXPENSE</td>
</tr>
<tr>
<td>CARD SERVICES</td>
<td>CARD SERVICES</td>
</tr>
<tr>
<td>THOMAS M. JONES JR.</td>
<td>MOW/TRIM @ PUBLIC LIBRARY</td>
</tr>
<tr>
<td>SEITHER &amp; CHERRY CO.</td>
<td>LABOR/MATERIALS WPC</td>
</tr>
<tr>
<td>TWO RIVERS VETERINARY CENTER</td>
<td>ANIMAL SERVICES</td>
</tr>
<tr>
<td>MUNICIPAL CODE CORPORATION</td>
<td>SUPPLEMENT PAGES/UPDATES</td>
</tr>
<tr>
<td>WEST CENTRAL FS INC.</td>
<td>BULK FUEL/OIL</td>
</tr>
<tr>
<td>TRANS-IOWA EQUIPMENT, INC.</td>
<td>PARTS</td>
</tr>
<tr>
<td>KLININGER &amp; ASSOCIATES, P.C.</td>
<td>LANDFILL MONITORING</td>
</tr>
<tr>
<td>INTERSTATE BATTERIES OF</td>
<td>BATTERIES</td>
</tr>
<tr>
<td>VERIZON WIRELESS</td>
<td>CELL PHONE SERVICE</td>
</tr>
<tr>
<td>IDEXX DISTRIBUTION, INC.</td>
<td>LAB SUPPLIES</td>
</tr>
<tr>
<td>ACCO</td>
<td>POOL CHEMICALS</td>
</tr>
<tr>
<td>PEPSI COLA MEMPHIS BOTTLING CO</td>
<td>POP FOR POOL CONCESSIONS</td>
</tr>
<tr>
<td>IDALS</td>
<td>ANIMAL WELFARE LICENSE RENEWAL</td>
</tr>
<tr>
<td>WINDSTREAM</td>
<td>PHONE SERVICE</td>
</tr>
<tr>
<td>RELIANT FIRE APPARATUS, INC.</td>
<td>PARTS/FREIGHT</td>
</tr>
<tr>
<td>DARSIDE TINT &amp; GRAPHIX</td>
<td>KPD SIGN</td>
</tr>
<tr>
<td>RNJ'S DISTRIBUTION INC.</td>
<td>WATER + FUEL SURCHARGE</td>
</tr>
<tr>
<td>OVERDRIVE, INC.</td>
<td>LIBRARY BOOKS</td>
</tr>
<tr>
<td>LIBERTY UTILITIES MIDSTATES</td>
<td>SERVICE</td>
</tr>
<tr>
<td>RHOMAR INDUSTRIES, INC.</td>
<td>PARTS/SUPPLIES/FREIGHT</td>
</tr>
<tr>
<td>DIANNE STANLEY</td>
<td>GRAND MANAGER/REIMBURSEMENT</td>
</tr>
<tr>
<td>INTERSTATE BILLING SERVICE, INC</td>
<td>PARTS</td>
</tr>
<tr>
<td>LYNCH DALLAS, PC.</td>
<td>PROFESSIONAL SERVICES</td>
</tr>
<tr>
<td>JEFFREY JOE HERR</td>
<td>SECURE PROPERTIES</td>
</tr>
<tr>
<td>LIGHTEDGE SOLUTIONS INC</td>
<td>MANAGED SECURITY</td>
</tr>
<tr>
<td>TSS</td>
<td>TESTING SERVICES</td>
</tr>
<tr>
<td>MIDWEST VETERINARY SUPPLY, INC</td>
<td>KEOKUK ANIMAL SERVICES SUPPLY</td>
</tr>
<tr>
<td>COMMERCIAL CONTRACTING</td>
<td>PATCH EDPM ROOF</td>
</tr>
<tr>
<td>VISA</td>
<td>CARD SERVICES</td>
</tr>
</tbody>
</table>
REGISTER NO. 5092

KEOKUK MILLS, LLC  TARGETED JOBS TAX CREDIT  $2,648.42
THOMSON REUTERS  WEST INFORMATION CHARGES  $550.15
TREETOP PRODUCTS CONSOLIDATED  PARK BENCHES  $2,563.96
FP MAILING SOLUTIONS  LIBRARY POSTAGE METER  $83.55
QUINCY MEDICAL GROUP  MEDICAL SERVICES  $135.35
MT. PLEASANT CORRECTIONAL FAC  INMATE SERVICES  $580.00
NORTHERN TOOL & EQUIPMENT  SUBSCRIPTION RENEWAL  $224.98
STERICYCLE COMSOL  ANSWERING SERVICE  $344.73
RICOH USA, INC.  KEOKUK PUBLIC LIBRARY  $37.11
DIGITAL COPY SYSTEMS  CONTRACT COVERAGE  $394.16
DAILY GATE CITY  RENEWAL  $101.00
MSE  PORTABLE TOILETS  $561.00
CREDIT BUREAU SERVICES  LIBRARY SERVICES  $10.00
KEOKUK BROADCASTING, INC.  ADVERTISING  $299.70
IABME  MEMBERSHIP RENEWAL  $40.00
WINCAN LLC  ANNUAL CONTRACT SUPPORT  $1,148.00
JIM WOLFF  PAINTING @ VERITY  $1,068.00
BRYAN KIES  PAINTING @ VERITY  $726.00
KILBURG EQUIPMENT LLC  PARTS/FREIGHT  $4,351.57
ADVANCED SYSTEMS, INC  SCANNER  $821.00
JOSEPH FIERCE  GRAND THEATER JANITORIAL  $300.00
STEVEN R LONG  CITY HALL JANITORIAL SERVICE  $450.00
JOHN KRACHIK  MOWING @ VARIOUS PROPERTIES  $340.00
MICHAEL HANEY  MOWING VARIOUS PROPERTIES  $140.00
FRESH IMAGE LAWN CARE  MOWING VARIOUS PROPERTIES  $350.00
JEREMIAH BOLLIN  MOWING VARIOUS PROPERTIES  $2,415.00
SCHICKEDANZ CONSTRUCTION  PAY #2 SEI DEVELOPMENT CENTER  $261,745.62
HOTSY CLEANING SYSTEMS INC.  PARTS/SUPPLIES  $140.00
WAYGOOD PRODUCTIONS LLC  DEPOT CONCERT  $750.00
MOUNT PLEASANT AREA  DC CHARGES  $44.00
BLUE TOP EXCAVATING  PD SHOOTING RANGE PAY #1  $86,739.41
KEOKUK ATHLETIC BOOSTERS  ADVERTISEMENT  $200.00
ALETHEA LEISERNING  REFUND  $30.00

$1,033,495.21
Due to the need for expediency our bonding attorney advised to publish notice of public hearing on the refinancing bonds ahead of this meeting. This resolution ratifies the publication.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approving Contract for Financial Services</td>
<td>08/15/2019</td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐  RESOLUTION ☑  MOTION ☐  NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: __________________   SECONDED BY: __________________

TO ____________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th></th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O'Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING FOR THE ISSUANCE OF NOT TO EXCEED $7,800,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES

WHEREAS, the City of Keokuk, State of Iowa, is in need of funds to carry out the purpose of providing funds to pay the costs of settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance; and

WHEREAS, it is deemed necessary and advisable that the City of Keokuk, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Refunding Capital Loan Notes, to the amount of not to exceed $7,800,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before said Notes may be issued, it is necessary to publish a notice of the proposal to enter into a Loan Agreement and issue such Notes and of the time and place of the meeting at which it is proposed to take action for the issuance of the Notes and to receive oral and/or written objections from any resident or property owner to such action; and

WHEREAS, the notice of above meeting has been published as required by Sections 384.24A and 384.25 of the Code of Iowa, as amended, and the following action is now considered to be in the best interests of the City and its residents.

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

Section 1.

Section 2.

Section 3. That the action of the Clerk setting a public hearing before the City Council to meet in the Keokuk Learning Center, 500 N. 20th Street, Keokuk, Iowa, at 6:30 P.M., the 5th day of September, 2019, for the purpose of taking action on the matter of entering into a Loan Agreement and on the issuance of not to exceed $7,800,000 General Obligation Refunding Capital Loan Notes, for essential corporate purpose project, the proceeds of which will be used to provide funds to pay the costs of settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, is hereby ratified, confirmed and approved.
Section 4. That the Clerk has caused publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, said publication to be not less than four (4) nor more than twenty (20) clear days before the date of the public meeting on the issuance of the Notes.

Section 5. That the form of notice of public hearing is hereby ratified, confirmed and approved.

PASSED AND APPROVED this 5th day of September, 2019.

Mayor

ATTEST:

City Clerk
COUNCIL ACTION FORM

Date: September 5, 2019
Presented By: O'Donnell

Subject: Resolution To Take Additional Action
Agenda Item: 

Description:
This resolution authorizes staff to continue the process for the refunding issuance.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: ____________________ Title: __________________________

Amount Budgeted: __________________________

Actual Cost: __________________________

Under/Over: __________________________

Funding Sources:
____________________________________
____________________________________
____________________________________

Departments:
____________________________________
____________________________________
____________________________________

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

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement for Financial Services</td>
<td>08/15/2019</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>09/05/2019</td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE □ RESOLUTION □ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ___________________    SECONDED BY: ___________________

TO ____________________________

______________________________

______________________________

______________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O’Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSTAIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $7,800,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed $7,800,000 General Obligation Refunding Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $7,800,000 General Obligation Refunding Capital Loan Notes, for the foregoing essential corporate purposes.

PASSED AND APPROVED this 5th day of September, 2019.

Mayor

ATTEST:

City Clerk
The preliminary official statement is used by our finance advisor to establish rating and rates for the bond issuance. The statement is prepared and reviewed by our attorney.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution Authorizing Additional Action</td>
<td>09/05/2019</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>09/05/2019</td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ___________________  SECONDED BY: ___________________

TO ___________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O’Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT FOR $7,125,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2019B

WHEREAS, a preliminary form of Official Statement has been prepared for the purpose of offering $7,125,000 (dollar amount subject to change) General Obligation Refunding Capital Loan Notes, Series 2019B; and

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

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

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

PASSED AND APPROVED this 5th day of September, 2019.

_________________________________________
Mayor

ATTEST:

_________________________________________
City Clerk
For the refinancing issuance we need to engage an underwriter. DA Davidson has completed this task for us in the past and has been very competent in their work.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:


MOTION BY: ____________________ SECONDED BY: ____________________

TO ____________________


CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O’Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION NO. __________

A RESOLUTION APPROVING CONTRACT FOR SERVICES WITH DA
DAVIDSON & CO.

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

WHEREAS, the City of Keokuk, Iowa requires an underwriter for said issuance; and

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

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

PASSED, APPROVED, AND ADOPTED this 5th day of September, 2019.

______________________________
Mayor – Thomas L. Richardson

ATTEST:

______________________________
Jean Ludwig
08/21/2019

Keokuk, Iowa
415 Blondeau Street
Keokuk, Iowa 52632

Re: Underwriting Engagement Letter

Ladies and Gentlemen:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for Keokuk, Iowa (the “Issuer”) on the Issuer’s proposed offering and issuance of approximately General Obligation Refunding Capital Loan Notes, (the “Bonds/Notes”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Bonds/Notes are priced following successful completion of the offering process.

1. **Services to be Provided by Davidson.** The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Bonds/Notes, and in such capacity Davidson agrees to provide the following services:

   - Review and evaluate the proposed terms of the offering and the Bonds/Notes
   - Develop a marketing plan for the offering, including identification of potential investors
   - Assist in the preparation of the official statement and other offering documents
   - Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
   - If the Bonds/Notes are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
• Consult with counsel and other service providers with respect to the offering and the terms of the Bonds/Notes
• Inform the Issuer of the marketing and offering process
• Negotiate the pricing, including the interest rate, and other terms of the Bonds/Notes
• Obtain CUSIP number(s) for the Bonds/Notes and arrange for their DTC book-entry eligibility
• Plan and arrange for the closing and settlement of the issuance and the delivery of the Bonds/Notes
• Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Bonds/Notes except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Bonds/Notes.

2. **No Advisory or Fiduciary Role.** The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.
3. **Fees and Expenses.** Davidson’s underwriting fee will be mutually determined at a later date and represented in the Purchase Agreement. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, municipal advisor, underwriter’s counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer’s obligations under the proposed Bonds/Notes.

4. **Term and Termination.** The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds/Notes except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson’s engagement at any time without liability of penalty upon at least 10 days’ prior written notice to the other party. If Davidson’s engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. **Limitation of Liability.** The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. **Miscellaneous.** This letter shall be governed and construed in accordance with the laws of the State of Iowa. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.
Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By:__________________________

Title: ______Managing Director_______________

Accepted this ___ day of _____________, 2019

City of Keokuk, Iowa

By:__________________________

Title:__________________________

City of Keokuk, Iowa
EXHIBIT A

We are writing to provide you, the City of Keokuk, Iowa (“Issuer”), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of GO Refunding Capital Loan Notes (the “Bonds” or “Notes”).

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Bonds are priced following successful completion of the offering process.

1. Disclosures Concerning the Underwriter’s Role, Compensation, Regulation and Educational Materials.

   (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

   (ii) An underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

   (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

   (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

   (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.¹

   (vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.
transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

(vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

2. Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

3. Disclosures Concerning Complex Municipal Securities Financing

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

4. Questions and Acknowledgment.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to Davidson. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify Davidson immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.
Resolution Opposing Rate Increase

At the request of Mayor Richardson, staff has prepared a resolution opposing the proposed electric rate increase by Alliant Energy. The increase is 18-25% depending on class of user and increases rates already significantly higher than other investor owned utilities serving Iowa. Alliant is also proposing a biannual rate increase which indicates further rising costs to Keokuk consumers.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: ____________________ Title: ________________________________

Amount Budgeted: ________________________________

Actual Cost: ________________________________

Under/Over: ________________________________

Funding Sources:

__________________________________________

__________________________________________

Departments:

__________________________________________

__________________________________________

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

Any previous Council actions:

Action

Date

Recommendation:

Mayor Richardson recommends approval of the resolution and submittal of such to the Iowa Utilities Board.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO ________________________________________________________________

-----------------------------------------------

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O'Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ____________

A RESOLUTION OPPOSING ALLIANT ENERGY RATE INCREASE CASE

WHEREAS, Alliant Energy has asked the Iowa Utilities Board to approve a 2019 rate increase that will raise base rates 24.45% for residential customers, 18.36% for general service customers, and 25.29% for large general service customers, and

WHEREAS, Alliant Energy’s rates are already 35 - 45% higher (depending on rate class) than the other investor - owned utility serving Iowa (MidAmerican Energy), and also higher than the state averages for municipal electric utilities and rural electric cooperatives in all customer classes, and

WHEREAS, Alliant’s rapidly rising rates are causing serious hardship for low - and moderate - income households, fixed income households, small businesses, industries, nonprofit institutions, educational institutions, and the City of Keokuk, and

WHEREAS, Alliant’s rapidly rising rates are also creating a serious hindrance for economic development in the City of Keokuk, and

WHEREAS, Alliant Energy has aggressively pursued legislation and regulation limiting the ability of customers and communities to save money and keep energy dollars local, including slashing the energy efficiency programs, working to overturn net metering, and creating and proposing separate classes and fees for distributed generation customers, and

WHEREAS, Alliant Energy posted $457 million in profits in 2017 and has provided an 18.2% annualized return to its shareholders over the last five years, and

WHEREAS, Alliant Energy has testified before the Iowa Utilities Board that a biennial rate case cycle should be considered, which may suggest another increase request in 2021.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR KEOKUK, IOWA, that they hereby state the following:

1. Stand in opposition to the proposed rate increase.

2. Believe the current rate increase represents a significant breach of trust and accountability between Alliant Energy, the City of Keokuk and Keokuk customers.
3. Encourages all citizens and ratepayers to voice their perspectives and concerns through the Iowa Utilities Board’s “Open Docket Comment Form”, or by emailing customer@iub.iowa.gov.

PASSED AND ADOPTED this 5th day of September, 2019.

____________________________________________
Thomas L. Richardson, Mayor

ATTEST:

____________________________________________
Jean Ludwig, City Clerk
Resolution in Support of Grant Application

SEIRPC will prepare an application to the Federal Recreational Trails program for us. This grant would be applied to the cost of the River Front Trail. A resolution in support of the application must be submitted with the materials.

FINANCIAL

Is this a budgeted item? YES □  NO □

Line Item #: ________________  Title: ________________________________

Amount Budgeted: ________________________________

Actual Cost: ________________________________

Under/Over: ________________________________

Funding Sources:

___________________________________________________________________

___________________________________________________________________

Departments:

___________________________________________________________________

___________________________________________________________________

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

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

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

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________  TO ____________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Henthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O’Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSTAIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR THE IOWA DEPARTMENT OF TRANSPORTATION’S FEDERAL RECREATIONAL TRAILS PROGRAM FOR CONSTRUCTION OF A TRAIL ALONG THE RIVERFRONT CONNECTING VICTORY PARK TO HUBINGER LANDING

WHEREAS, the City of Keokuk is a duly recognized municipal corporation acting under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Keokuk; and

WHEREAS, the City Council has established a goal in the City of Keokuk Comprehensive Plan to offer a well-connected network of recreational trails and bike routes, and establish ‘park-to-park’ trail corridors and strategic connections between community civic and recreational amenities; and

WHEREAS, reimbursement funds are available through the State of Iowa under this program, for the completion of the above improvements; and

WHEREAS, in order to avail itself of possible reimbursement of funds pursuant to any grant under said program, an application must be filed by the city of Keokuk; and

WHEREAS, the filing of an application is in the best interests of the citizens of the City of Keokuk, Iowa, and should be approved.

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

That the City of Keokuk fully supports the project to construct a trail along the riverfront through Victory Park, along Mississippi Drive and the South Side Boat Club to Hubinger Landing, assures a minimum local funding match of 20%, and agrees to adequately maintain the trail for its intended use and maintain the total trail used to justify the project in public use for a minimum period of 20 years following project completion, and hereby authorizes the City of Keokuk to submit an application for funding the improvements through the Southeast Iowa Regional Planning Commission (SEIRPC).

APPROVED and ADOPTED this 5th day of September 2019.

______________________________
Tom Richardson, Mayor
City of Keokuk

ATTEST:

____________________________________
Jean Ludwig, City Clerk
COUNCIL ACTION FORM

Date: 8/30/19
Presented By: Mark Bousselot

Subject: 5th Street Pickleball Courts Project

Description:

The City of Keokuk requested bids for the 5th Street Pickleball Project. On Monday, August 26, 2019 the City received one bid. The bid received was submitted by All Weather Courts Inc. of Dawson, Illinois in the amount of $117,760.00. At this time I would recommend that the Council consider the attached resolution awarding a contract to All Weather Courts Inc. of Dawson, Illinois. This will be funded through the City of Keokuk but the Keokuk Parks Foundation will reimburse the City for the expenses with the exception of $28,500 previously pledged by the Keokuk City Council and the Keokuk Park and Recreation Board.

FINANCIAL

Is this a budgeted item? YES [ ] NO [ ]

Line Item #: 001-4030-6710 Title: Parks Capital Equipment

Amount Budgeted: 0

Actual Cost: $28,500

Under/Over: ($28,500)

Funding Sources:


Departments:


Is this item in the CIP? YES [ ] NO [ ] CIP Project Number: ____________________
COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:
Award a contract to All Weather Courts Inc. of Dawson, Illinois for the 5th Street Pickleball Project.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________  SECONDED BY: ______________________

TO

CITY COUNCIL VOTES

VOTES  Bryant  Dade  Dunek  Greenwald  Helenthal  Moore  Mortimer  O’Conner  Payne

YES ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

NO ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

ABSENT ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

ABSTAIN ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
RESOLUTION NO._______

RESOLUTION APPROVING A CONTRACT WITH ALL WEATHER COURTS INC. FOR THE 5TH STREET PICKLEBALL COURTS RESURFACING PROJECT

WHEREAS the City of Keokuk has received one bid for the 5th Street Pickleball Court Project, and

WHEREAS All Weather Courts Inc. of Dawson, IL has submitted the bid in the amount of $117,760.00

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract with All Weather Courts Inc. of Dawson, Illinois be accepted in the amount of $117,760.00 for the resurfacing of the 5th Street Pickleball Courts.

Passed this 5th day of September, 2019

Mayor – Thomas L. Richardson

Attest – Jean Ludwig
The City Hall Committee reviewed eight written proposals for architectural services and selected three firms to make in person presentations. After the presentations the Committee is recommending a contract Horizon Architects of Iowa City to design the remodel of 501 and 515 Main St for City Hall. The contract is a fixed base fee of $33,540 plus $400 per weekly site visit during construction.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☑

Line Item #: 001-6050-6750 Title: Capital Improvement

Amount Budgeted: $0

Actual Cost: $38,000-$43,000

Under/Over: $38,000-$43,000

Funding Sources:
Insurance Reimbursement

Departments:
Municipal Building

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

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE  RESOLUTION ✔ MOTION  NO ACTION REQUIRED

Additional Comments:

MOTION BY: ______________________  SECONDED BY: ______________________

TO

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O'Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSTAIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. ______________

A RESOLUTION APPROVING CONTRACT FOR SERVICES WITH HORIZON ARCHITECTS

WHEREAS, the City of Keokuk, Iowa suffered a catastrophic fire at its City Hall; and

WHEREAS, the City of Keokuk, Iowa has identified a location for a new City Hall and is in need of architectural services to design and manage construction the remodeling of the new facility; and

WHEREAS, Horizon Architects of Iowa City, Iowa is qualified and prepared to offer said services.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the contract with Horizon Architects of Iowa City, Iowa for design services is hereby approved.

PASSED, APPROVED, AND ADOPTED this 5th day of September, 2019.

____________________________
Mayor –Thomas L. Richardson

ATTEST:

________________________________
Jean Ludwig
AGREEMENT made as of the «30th » day of « August » in the year «2019 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«
City of Keokuk
Attn: Cole S. O’Donnell, City Administrator
601 Main Street, Floor 3
Keokuk, IA 52632
(319)524-2050 x111
codonnell@cityofkeokuk.org
»

and the Architect:
(Name, legal status, address and other information)

«Michael Nolan, AIA »« Horizon Architecture »
«3116 Alpine Court »
« Iowa City, IA 52245 »
« 563-506-4965
michael@horizon-architecture.com »

for the following Project:
(Name, location and detailed description)

« Renovation and relocation of Keokuk City Hall to the facilities at 501 and 515 Main Street.
»

« The scope of the project is to survey and document the existing facilities, conduct staff
and stakeholder interviews to space plan best use for the new facilities, design and
document modifications to buildings to accommodate city hall functions, manage public
bidding process to select a contractor, construction administration and support
throughout the construction phase to ensure timely and on budget completion of work. »

The Owner and Architect agree as follows.
ARTICLE 1 ARCHITECT’S RESPONSIBILITIES
The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

« - Project budget analysis, development, estimating, and tracking
  - Preparing bidding documents, bidding analysis and award recommendation, and preparation of contract documents
  - Project coordination, permitting, and approvals
  - Project management and project team management
  - Value engineering, safety, sustainability, and quality standards review
  - Work with City’s design teams for the project
  - Project staging development and implementation
  - Construction inspection and contract administration
  - Management and coordination of final startup, testing, and occupancy»

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 – 2017, those modifications shall not affect the Architect’s services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER’S RESPONSIBILITIES
The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner’s information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS
Drawings, specifications and other documents prepared by the Architect are the Architect’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.
ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT
In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days’ written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS
This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT
The Architect’s Compensation shall be:

« I propose to provide the scope of services listed for a total lump sum fee of $33,540.00 plus construction phase site visits on a per trip basis and reimbursable expenses.

The fee will be assessed in the following manner:

- $5,000 due with the acceptance of this agreement.
- $6,340 due with completion of Engineering Facility Analysis, Survey and Schematic Design
- $9,600 due with the 50% construction document completion
- $9,600 due with issue of bid and construction documents
- $1,500 due with the completion of bidding
- $1,500 due with the commencement of construction
- Construction Phase site visits will be invoiced monthly at a fixed rate of $400/trip.
  o Based on current projected scope of work, a 16-20 week construction duration is anticipated for a probably $6,400-$8,000 total fee for site visits and contract administration.

»

The Owner shall pay the Architect an initial payment of «five thousand dollars » ($ «5,000 » ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus «five » percent ( «5% »).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid «thirty » ( «30 ») days after the invoice date shall bear interest from the date payment is due at the rate of «one and a half » percent ( «1.5% ») per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the
extension of the Architect’s Article 1 services beyond «six » («6») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS
(Insert descriptions of other services and modifications to the terms of this Agreement.)

« Optional Services Not Included in the Current Scope

n/a

Reimbursable Expenses
Anticipated reimbursable expenses are limited to costs for printing and scanning of project documents, contract license fees and any permit fees required to be paid by designer in lieu of owner or contractor.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
«Cole O’Donnell »« City Administrator »
(Printed name and title)

ARCHITECT (Signature)  
«Michael Nolan, AIA »«Principal, Horizon Architecture »
(Printed name, title, and license number, if required)
COUNCIL ACTION FORM

Date: 8/30/19
Presented By: Mark Bousselot

Subject: Windsor Heights Lift Station - Engineering
Agenda Item: ________________________________

Description:
The City of Keokuk requested proposals for engineering for the Windsor Heights Lift Station Project. Three proposals were received from Watersmith Engineering; Klingner & Associates, P.C.; and Poepping, Stone, Bach & Associates, Inc. The selection committee reviewed and scored the proposals received. Klingner & Associates, P.C. received the highest average score of all the proposals received. Klingner & Associates, P.C. has provided the City of Keokuk with an agreement to provide professional services for the above referenced project.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 614-8018-6767
Title: Capital Project - Lift Stations

Amount Budgeted: $500,000

Actual Cost: $31,500

Under/Over: $468,500

Funding Sources:

__________________________

__________________________

Departments:

__________________________

__________________________

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

Any previous Council actions:

Action                                      Date


Recommendation:

Review and approve the contract with Klingner & Associates, P.C. of Quincy, Illinois for the design of the Windsor Heights Lift Station Project.

Required Action

ORDINANCE □ RESOLUTION ✧ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ______________________  SECONDED BY: ______________________

TO ________________________________________________________________

______________________________________________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O'Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>NO</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>ABSENT</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>
RESOLUTION NO._______

RESOLUTION APPROVING A CONTRACT WITH KLINGNER & ASSOCIATES, P.C. FOR THE DESIGN OF THE WINDSOR HEIGHTS LIFT STATION PROJECT

WHEREAS a selection committee has reviewed and scored proposals for the design of the Windsor Heights Lift Station. Klingner & Associates, P.C. of Quincy, Illinois received the highest score of all the proposals received, and

WHEREAS Klingner & Associates, P.C. has provided the City of Keokuk with an agreement to provide the professional services for the redesign and relocation of the existing lift station

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Public Works Director be authorized to enter into an agreement with Klingner & Associates, P.C. of Quincy Illinois, which will not exceed $31,500 for the engineering of the Windsor Heights Lift Station.

Passed this 5th day of September, 2019

Mayor – Thomas L. Richardson

Attest – Jean Ludwig
September 3, 2019

Mr. Mark Bousselot, Public Works Director  
City of Keokuk  
P.O. Box 400  
Keokuk, IA 52632

RE: Engineering/Architectural Services Agreement  
Windsor Heights Lift Station Replacement

Dear Mr. Bousselot:

Enclosed is our engineering/architectural services agreement for the Windsor Heights Lift Station Replacement project. If the agreement is acceptable, please sign and return one copy to our office. If you have any questions, please call. We look forward to working with you on this project.

Very truly yours,

KLINGNER & ASSOCIATES, P.C.

Mark C. Bross, P.E.

Enclosures: Engineering/Architectural Services Agreement (2 copies)
ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES AGREEMENT

DATE September 3, 2019
PROJECT TYPE (Office Code) 0703
PROJECT RESPONSIBLE STAFF
Mark C. Bross, PE

CLIENT City of Keokuk, Iowa

CONTACT PERSON Mark Bousselot

TITLE Public Works Director

ADDRESS P.O. Box 400, Keokuk, IA 52632

PHONE NO. 319-524-2050

EMAIL: mbousselot@cityofkeokuk.org

PROJECT AND SCOPE OF SERVICES: The Engineer/Architect/Surveyor (E/A/S) (Klingner & Associates, P.C.) agrees to provide to you (the Client) the following consulting, design, advisory, and/or surveying services:

See Attachment I - SCOPE OF SERVICES

FEES AND EXPENSES: Our services will be charged on a Lump Sum basis of Thirty-One Thousand Five Hundred Dollars and No/100 ($31,500.00), plus all "Reimbursable Expenses" as described on the attached Scope of Services.

GENERAL TERMS AND CONDITIONS: Our agreement is subject to the general terms and conditions attached herein. Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.

ACCEPTANCE: Acceptance must be made within thirty (30) days from the above date. Once accepted, you acknowledge that you have read, accepted and approved this agreement. You also authorize us to proceed.

E/A/S: KLINGNER & ASSOCIATES, P.C.

By
Title Water/Wastewater Dept. Lead

Project No.

CLIENT: CITY OF KEOKUK, IOWA

By
Title

Date

Revised 02/17/20156
The City of Keokuk is planning to replace the existing Windsor Heights Smith & Loveless lift station with a new lift station. The design of the new lift station will include a days capacity in a 8’ diameter wet well, two new submersible pumps, one trash basket, along with stainless steel rails, cables and hardware for the removal of the pumps and trash basket. There will also be a new 5' X 5' control building to house the pumps controls for the lift station and to prevent employees from performing maintenance in inclement weather. This project may also include mill and fill of Windsor Street from Boulevard Road to Roost Street, depending on where the new gravity line is placed to run from the current station to the new proposed site.

Klingner recognizes that early coordination between the City of Keokuk, Klingner, and key stakeholders, is integral to the success of your project. Our team will engage with you at the project onset with questions designed to verify the suitability of the specified requirements for the location and needs in that area of the community, in conformance with the sewer masterplan. Klingner will seek to utilize common elements in the final lift station design that enhance reliability and reduce operation and maintenance costs. The final design will include the City of Keokuk’s requirements combined with Klingner’s many years of lift station design, resulting in a superior, cost effective solution.

SCOPE OF SERVICES

Preliminary Design
- Conduct topographic surveys to obtain critical elevations of pipes, flowlines, structures and chambers, valves, and force-main connections at the lift station. Obtain measurements and pertinent data as needed.
- Develop schematics of proposed pump and piping locations, grit and trash removal opportunities, temporary installations and operations, and transition procedures to the new facilities.
- Prepare preliminary layout depicting all piping, initial elevations, etc.
- Prepare preliminary calculations for head/discharge pumping needs, float/switch points within the existing wet-well, existing and future force main installation, pump design curves, etc.
- Review permitting requirements.
- Meet with the City to collaborate on schematics and preliminary layout, calculations, viable pump options, and reuse and switch-over availability for electrical supply and electronic controls.
- Work with the City to determine appropriate flows/discharges based on design assumptions and/or available data from the lift station.

Final Design
- Coordinate with City on final property boundaries and required easements.
- Prepare final layout of proposed lift stations at each site depicting all piping,
final elevations, etc.

- Prepare detailed plans of each lift station replacement including hydraulic design, mechanical, structural, architectural (for buildings) and electrical design (including generators).
- Prepare detailed specifications of the lift station replacement. Specifications to include bidding documents, technical specifications, prevailing wages, general and supplemental conditions and related technical information.
- Meet with the City at the 90% design stage and review the progress of the plans and specifications to obtain City input.
- Complete the plans and specifications to the 100% stage design.
- Prepare related permit applications for Iowa DNR, etc. All applicable permit fees to be paid by the City.
- Provide 5 final copies of plans and specifications to the City.

Bidding Services

- Prepare and distribute plans and specifications to prospective bidders
- Submit plans and specifications to plan rooms for online distribution
- Answer questions during the bidding period and issue related addenda clarifying the plans and specifications for bidders
- Review and tabulate bids after City Engineer emails bid results and provide a recommendation letter.

Construction Services

- Answer questions and provide interpretation of the plans and specifications by phone for the City and Contractor during the construction period.
- Review all shop drawing submittals for materials and equipment. Obtain City review prior to approval.
- Conduct a final inspection and startup for the lift station with the City and Contractor.

Other Available Services (at additional fee)

- Review of all applications for payment will be completed by the City.
- Conduct one construction observation visit per month to review progress, answer questions, document construction activity, etc. Regular construction observation will be conducted by the City.
- Coordinate obtaining operation and maintenance manuals for each lift station with the Contractor for delivery to the City.
- As-built drawings can be completed if requested at an additional fee.
SCHEDULE

As discussed prior to acceptance of this proposal, all construction work needs to be completed by June 5, 2020. The proposed project will use Flygt Concerter pumps with a prefab fiberglass building for the controls. The following schedule is estimated:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Start:</td>
<td>September 9, 2019</td>
</tr>
<tr>
<td>Design End:</td>
<td>November 15, 2019</td>
</tr>
<tr>
<td>DNR Permitting Complete:</td>
<td>December 13, 2019</td>
</tr>
<tr>
<td>Advertise for Bids:</td>
<td>December 16, 2019</td>
</tr>
<tr>
<td>Bid Opening:</td>
<td>January 7, 2020</td>
</tr>
<tr>
<td>Contract Award:</td>
<td>January 16, 2020</td>
</tr>
<tr>
<td>Pumps and Building Delivered:</td>
<td>April 24, 2020</td>
</tr>
<tr>
<td>Pump Station Startup:</td>
<td>June 1, 2020</td>
</tr>
<tr>
<td>Project Complete:</td>
<td>June 5, 2020</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or of and the E/A/S's subconsultants or subcontractors as a consequence or the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

CHANGE ORDERS: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise without respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction costs, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders shall not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been previously required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S's charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times the specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/S.

PAYMENT: The E/A/S may bill for its services and expenses monthly, based on the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of $1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to $100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

General Terms & Conditions Page 1 of 2
Revised 02/03/2014
TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plots, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Agreement Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction of delay or compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Subconsultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.

General Terms & Conditions Page 2 of 2
Revised 02/03/2014
TO: Mayor and City Council
FROM: Cole S. O’Donnell
DATE: September 3, 2019
RE: Administrator’s Report

1. 415 Blondeau: The contractor has begun to remove items from the building and will be working on the asbestos removal.

2. Mill and Fill: The base course is going down on S 13th and the final course will be applied this week. There is a section of 9th St where we installed handicapped ramps but have no sidewalk. Hickey Construction would install sidewalk at their bid prices for about $4,000. I have okayed the work.

3. Barge: No work has begun as of the writing of this memo. I had another contact regarding purchasing items on the barge. As we have turned the facility over to the contractor, all items on the barge are the property of the contractor.

4. SID Center: Work is progressing on the SID Center. The mold issue is being taken care of. Once the drywall was removed it was determined that the studs needed to be treated and that all individual wires would need to be wiped down. The studs are not part of a load bearing wall and removing them would open the space to make a blank slate for a potential tenant. The wires are for communications and could be removed back to a demarcation point. It was decided that we would go that route provided the additional costs associated with additional electrical work did not outweigh the savings on removal of the studs and wires.

5. Johnson St Rd/Main St Sidewalks: I had wanted to avoid having this project engineered, but after discussions and realizing that DOT approval would be needed for Main St. I have concluded that it must be engineered. I will contact firms and ask for a set price quote and have them begin the process.

6. Union Contracts: All four contracts expire in June and all four units must hold a recertification vote, per Iowa law. We have started the process for the vote with PERB and will be discussing language changes and other issues with our attorneys. Once that has occurred, I will schedule a meeting with the council to discuss and receive parameters for negotiations.

7. Wage and Salary Study: A teleconference is scheduled for Tuesday to discuss the parameters for determining comparable cities. I met with the Fairfield city administrator last week and we have a list of cities meeting population and valuation parameters but will need to see how those cities compare when we add median income and median home price.

8. Governor Reynolds Visit: Gov. Reynolds visited Keokuk for the LCEDG annual meeting. I sat by the Governor and spoke with her on several topics of concern to Keokuk. I also asked her to include local government officials in discussions when the State House is discussing legislation affecting local government. She was receptive to the suggestion, but only time will tell.

Cole S. O’Donnell · City Administrator
601 Main St, Suite 3, Keokuk, IA 52632
(319)524-2050 x 111 · codonnell@cityofkeokuk.org