(1) Closed Session to discuss strategy relating to negotiations of collective bargaining agreements in accordance with Iowa Code Sec. 20.17(3).

(2) Review council meeting agenda.
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 October 3, 2019;
   - Minutes for the Civil Service Commission of October 12, 2019;
   - Certified list of candidates for the position of Lieutenant for the Keokuk Fire Department;
   - Certified list of entry level candidates for the Keokuk Police Department;
   - Resolution approving a Liquor License for Southside Boat Club, 625 Mississippi River Drive, effective October 31, 2019 – Class A Liquor License with Outdoor Service & Sunday Sales;
   - Resolution approving a Liquor License for Los Tapatios Restaurant, 706 Main Street, effective November 1, 2019 – Class C Liquor License with Sunday Sales;
   - Motion to pay bills and transfers listed in Register No.’s 5099-5101;

7. (a) A public hearing to dispose of city owned real estate, 606 and 608 Concert Street. A public hearing notice was published in the Daily Gate City on October 8, 2019.

   (b) Consider resolution disposing of city owned real estate, 606 and 608 Concert Street.

8. Motion to approve the initial reading of an ordinance rescinding Chapter 2.84 of the Keokuk Municipal Code relating to the Barge Commission.

9. Motion to approve the initial reading of an ordinance for a stop sign on Bank at South 21st Street.

10. Consider resolution approving third modification agreement to convertible promissory note.

11. Consider resolution approving amended termination of Perpetual Care Cemetery Trust Agreement.

12. Consider resolution authorizing a revised engineering agreement for the Rand Park Stormwater Diversion Tunnel.

13. Consider resolution authorizing funding for Street Improvements in Oakland Cemetery.

14. Consider resolution for a contract with LCL Farms for biosolid hauling for WPC.
15. Consider resolution to set the date and time for receipt of bids to repair side wall on City owned property located at 625 Main Street.

16. Consider resolution issuing a certificate of completion for the Sanitary Sewer Rehabilitation – CIPP Project.

17. Consider resolution approving a proposed settlement of contract claim.

18. Consider resolution issuing a certificate of completion for the Grand Avenue Plan of Improvements.

19. Motion allowing the Public Works Director to sign an agreement with the United States of America for repairs to the earth and levee.

20. Nominations for Boards & Commissions.

21. Staff Reports:

22. New Business:

23. Adjourn meeting.
Present: Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant, Dunek. O’Connor entered the meeting at 5:50pm

Absent: Moore.

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

1) Heard from Bill Bryant on property at 2528 Main Street.

2) Heard an update on the Rand Park Stormwater Diversion Tunnel from Dave Schechinger of Veenstra & Kimm.

3) Adjourn 6:21pm.
The City Council of the City of Keokuk met in regular session on October 3rd at 6:30 p.m. at 1721 Fulton 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 Duneck were present. Mike Moore was absent. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig, Public Works Director Mark Bouselot, and Community Development Director Pam Broomhall.

MAYOR'S CORRESPONDENCE: Announced the following: City Wide Cleanup continues until October 12th, Council meeting will return to 500 N. 20th on October 17th, volunteers needed for Cemetery Tombstone repairs October 12, Fright Night is October 19, the Mayor read a Proclamation for Domestic Violence Awareness month.

CITIZEN’S REQUEST: Heard from representatives of Domestic Violence Intervention Program. Heard from Brett Longnecker regarding a possible food drive up window in the alley at the old Tee Pee Lounge, 17 N. 4th Street.

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

- Minutes of the Council Workshop & regular City Council meeting of September 19, 2019;
- Minutes of the Safety Committee Meeting of August 27 and September 24, 2019;
- RESOLUTION NO. 332-19: “Approving a Liquor License for Aldi, Inc. #15, 3379 Main Street, effective October 22, 2019 – Class C Beer Permit with Sunday Sales;
- Motion to pay bills and transfers listed in Register No.’s 5096-5098;

Mayor Richardson opened the public hearing at 6:43 p.m. on a proposed granting of a franchise to operate a natural gas utility within the City of Keokuk, Iowa. A public hearing notice was published in the Daily Gate City on September 24, 2019.

No comments were received. Mayor Richardson closed the public hearing at 6:43 p.m.

Motion made by Helenthal, Second by Bryant to approve the initial reading of an ordinance on proposed granting of a franchise to operate a natural gas utility within the City of Keokuk, Iowa.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Mortimer, Greenwald, Helenthal, Bryant and Dunek. (0) NAYS. Motion carried.
Motion made by Helenthal, Second by Bryant to waive the second and third/final reading of an ordinance on proposed granting of a franchise to operate a natural gas utility within the City of Keokuk, Iowa.

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

Motion made by Mortimer, Second by Helenthal to adopt and give final approval of ORDINANCE NO. 1998 on proposed granting of a franchise to operate a natural gas utility within the City of Keokuk, Iowa. (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Bryant to approve the initial reading of an ordinance amending Chapter 11.04 – Oakland Cemetery naming cemetery trustees. (No action taken).

O’Donnell asked the council to table the initial reading until language is clarified. Motion to table by Payne, Second by Mortimer. (8) AYES, (0) NAYS. Motion carried.

Motion made by O’Connor, Second by Dunek to approve the following proposed RESOLUTION NO. 333-19: “A RESOLUTION SETTING A PUBLIC HEARING FOR OCTOBER 17, 2019 TO DISPOSE OF CITY OWNED REAL ESTATE, 606 AND 608 CONCERT STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Bryant to approve the following proposed RESOLUTION NO. 334-19: “A RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR THE MOLD REMOVAL AT THE SID CENTER.” (8) AYES, (0) NAYS. Motion carried.

Committee vacancy/term expirations - 1st notice: Discussed expired terms, vacancies, appointments, and the continued need for some boards and commissions.

Motion made by Helenthal, Second by Bryant to enter closed session to discuss strategy with council in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. 21.5(c) Iowa Code

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

Entered closed session at 7:08 p.m.

Re-entered open session at 7:21 p.m.

STAFF REPORTS: O’Donnell discussed the following SID Center, CIP (Capital Improvement Planning), PureVision Company, City Hall building update, Sound System for meetings.

There being no further business, Mayor Richardson adjourned the meeting at 7:25 p.m.
Civil Service Commission
Meeting - October 12, 2019

The meeting was called to order on Oct 12, 2019
at 11:17 AM.

Present: Chad Campbell, Lisa Jeffers, LeAnn Shaffer-Smith

We certify the following
List of Candidates eligible for hire by the Kekaua Police Department.

1) Brett Homure
2) N/A
3) N/A

We certify this list of candidates eligible for promotion to the rank of Lieutenant in the Kekaua Fire Department.

1) Ed Love
2) Ryan Clark
3) Nate Ames
4) Jason Crew
5) Marc Davis

No other business. Meeting adjourned
at 11:19 AM.

[Signature]
[Signature]
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
OCTOBER 12, 2019

AS A RESULT OF THE FIRE DEPARTMENT PROMOTIONAL EXAMINATION CONDUCTED ON OCTOBER 2, 2019 THE CIVIL SERVICE COMMISSION HEREBY SUBMITS THE FOLLOWING AS ELIGIBLE FOR PROMOTION TO THE RANK OF:

LIEUTENANT

Ed Love
Ryan Clark
Nate Ames
Jason Crew
Marc Davis

Dated at Keokuk, Iowa this 12th day of October, 2019

Chad Campbell, Chairman
Keokuk Civil Service Commission
As a result of Civil Service testing held October 12, 2019 at Keokuk Senior High School, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department.

BRETT THOMURE

Dated at Keokuk, Iowa this 14th day of October 2019

By Chad Campbell

Civil Service Commission Chairman
RESOLUTION NO.

WHEREAS, Application has been made by Southside Boat Club for a Class A Liquor License (private club) with Outdoor Service & Sunday Sales for Southside Boat Club, 625 Mississippi Drive; 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, Southside Boat Club has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class A Liquor License (private club) with Outdoor Service & Sunday Sales for Southside Boat Club, 625 Mississippi Drive, effective October 31, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 17th day of October, 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 Chaparita LLC for a Class C Liquor License with Sunday Sales for Los Tapatios Restaurant, 706 Main Street; AND

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

WHEREAS, such an investigation has been conducted.

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

THAT, Chaparita LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Sunday Sales for Los Tapatios Restaurant, 706 Main Street, effective November 1, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 17th day of October, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: __________________________________________
   THOMAS L. RICHARDSON, MAYOR

ATTEST: _________________________________
   JEAN LUDWIG, CITY CLERK

**REGISTER NO. 5099**

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<td>HORIZON ARCHITECTURE</td>
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1,220,414.79
COUNCIL ACTION FORM

Date: October 10, 2019
Presented By: Broomhall

Subject: Public hearing to dispose of City property
Agenda Item: __________________________

Description:
Hold a public hearing to dispose of City property - Bruce and Cindy Harris of 612 Concert Street submitted a bid of $75.00 (bid document appeared to be $7500, decimal was not clear). The property is located at 606 & 608 Concert, this is actually on one full lot and 3 feet of the adjoining lot.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: ______________ Title: ______________________________

Amount Budgeted: ______________________________

Actual Cost: ______________________________

Under/Over: ______________________________

Funding Sources:
________________________________________
________________________________________

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

Any previous Council actions:

Action: Resolution setting public hearing
Date: October 3, 2019

Recommendation:
I believe the parcel in this location is worth more than the offer, the City could see a larger tax benefit if parcel was developed.

Required Action
- [ ] ORDINANCE
- [x] RESOLUTION
- [ ] MOTION
- [ ] NO ACTION REQUIRED

Additional Comments:

MOTION BY: ________________________  SECONDED BY: ________________________
TO

CITY COUNCIL VOTES

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RESOLUTION

A RESOLUTION REGARDING THE SALE OF REAL PROPERTY OWNED BY THE CITY OF KEOKUK, IOWA

WHEREAS, the City of Keokuk, Iowa owns the following described real property:
606 Concert and 608 Concert, (parcels are being combined into one parcel, address will be known as 606 Concert). Brief legal: Lot 2 and the east 3 feet of Lot 3, Block 95, Original City of Keokuk.

WHEREAS, the City of Keokuk, Iowa received a Bid for City Owned Property to purchase the above-described real property: the bid amount on the document appeared to be $7500 and was published as such in the public hearing notice; and

WHEREAS, the Bid for said property was actually for the sum of $75.00; and

WHEREAS, a public notice was published on the 8th day of October 2019, in accordance with Section 362.3, Code of Iowa; and

WHEREAS, a public hearing on this proposed sale was conducted by the City Council of the City of Keokuk, on the 17th day of October at 6:30 p.m. in the Keokuk Community School District Administrative Offices, 500 N. 20th Street, Keokuk, Iowa.

NOW BE IT HEREBY RESOLVED by the City Council of the City of Keokuk, as follows:
1. That the sale of the above-described real property to the above-named buyers for the above-stated price is hereby approved.
2. That the City Attorney is hereby authorized to prepare a Quit Claim Deed and that the Mayor and City Clerk of the City of Keokuk, Iowa, are hereby authorized to execute the Quit Claim Deed.

Passed this 17th day of October, 2019.

________________________________________
Thomas L. Richardson, Mayor

Attest: ____________________________________
Jean Ludwig, City Clerk
Ordinance Rescinding Ch. 2.84

Chapter 2.84 of the Municipal Code established the Riverfront Barge Commission and set forth the Commission's powers and duties. As we no longer have a riverfront barge, the ordinance rescinds Chapter 2.84 and abolishes the Commission.

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
Passage of Ordinance 1978
Date
12/07/2017

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☑ RESOLUTION □ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ___________________________ SECONDED BY: ___________________________

TO ___________________________

CITY COUNCIL VOTES

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ORDINANCE NO. ___________

AN ORDINANCE RESCINDING CHAPTER 2.84 OF THE KEOKUK MUNICIPAL CODE RELATING TO THE BARGE COMMISSION

WHEREAS, the City Council of the City of Keokuk passed an Ordinance creating the Keokuk Riverfront Barge Commission, all as set out in Chapter 2.84 of the Keokuk Municipal Code; and

WHEREAS, the purpose for creating the Keokuk Riverfront Barge Commission was to revitalize, manage, and perform any and all duties and functions associated with and necessary for the operation, supervision, maintenance, and management of the Keokuk Riverfront Barge and all activities and uses connected therewith; and

WHEREAS, the City of Keokuk no longer owns the Riverfront Barge for which the Commission was created;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, COUNTY OF LEE, STATE OF IOWA as follows:

SECTION 1. The foregoing recitals are hereby incorporated as findings of fact as if fully set forth herein.

SECTION 2. Chapter 2.84 of the Keokuk Municipal Code and all of its subdivisions are hereby rescinded, and the current Keokuk Riverfront Barge Commission is hereby abolished.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Initial passage by the Council on the 17th day of October, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

____________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST:

JEAN LUDWIG, CITY CLERK
Date: 10/9/19
Presented By: Mark Bousselot

Subject: 21st and Bank Street Stop Streets

Description:
Recently the City of Keokuk made improvements to the intersection of 21st and Bank. This intersection now has better transition as you travel through, and vehicles are not slowing down as they have in the past. This intersection is on the corner of Kilbourne Park and within one block of a school bus stop. I have had several complaints from citizens in the neighborhood, and I have determined that a stop sign should be placed on Bank Street at the intersection of 21st Street.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: ____________________ Title: ____________________

Amount Budgeted: ____________________

Actual Cost: ____________________

Under/Over: ____________________

Funding Sources: ____________________

______________________________
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Departments: ____________________

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

Any previous Council actions:

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Recommendation:

Review and Approve - the proposed ordinance 9.36.010 (427) adding stop signs on Bank Street at the intersection of 21st Street.

Required Action

ORDINANCE ☑  RESOLUTION ☐  MOTION ☐  NO ACTION REQUIRED ☐

Additional Comments:


MOTION BY: __________________ ______  SECONDED BY: __________________
TO ________________________________________________________________

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ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 9.36
DEALING WITH STOP STREETS

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

Section 1: The Municipal Code be amended by adding subsection (437) to
section 9.36.010, Stop Streets, to read as follows:

9.36.010 STOP STREETS

9.36.010 (437)
At Twenty-First Street and Bank Street when traveling on Bank
Street.

Section 2: All other ordinances or parts of ordinances in conflict with the
provisions of this ordinance are hereby repealed.

Section 3: After second reading and passage of this ordinance the same shall
remain on file with the City Clerk for ten (10) days before it shall
come on for final adoption and thereafter upon such final adoption as
evidenced by resolution to that effect this Ordinance shall be
published once in the Daily Gate City, a newspaper of general
circulation and after such final adoption take effect from the date of
publication.

Passed this 17th day of October, 2019.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig
In November, 2010 the City provided $200,000 to Lee County Economic Development Group for the purpose of loaning said funds to AMJET Turbine Systems to help them develop a new turbine. The agreement was for seven years. In December of 2017, the original agreement was modified to remove the convertible aspects, modify the interest rate, and extend the maturity date to November 2018. In October or 2018, a second modification agreement was executed extending the maturity date to November 3, 2019. AMJET is requesting a third modification agreement extending the maturity date to November 3, 2020. Staff and Council have toured the AMJET facilities and spoken with principal owner Paul Roos. It was the consensus that it would be in the City's best interest extend the maturity date to November 3, 2020.


**COUNCIL ACTION FORM**

Any previous Council actions:

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<td>Staff recommends approval of the resolution.</td>
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THIRD MODIFICATION AGREEMENT

This Second Modification Agreement (this “Agreement”) is executed by and between AMJET TURBINE SYSTEMS, LLC, (the “Company”) and LEE COUNTY ECONOMIC DEVELOPMENT GROUP, INC. (the “Holder”) on this_______day of ________________, 2019, and upon the following terms and conditions:

WHEREAS, Company executed and delivered a Convertible Promissory Note dated November 3, 2010, in the original principal amount of $200,000.00 (the “Note”) to Holder; and

WHEREAS, Company and Holder executed and delivered a Modification Agreement dated December 23, 2017 (the “Modification”), extending the maturity date, adjusting the interest rate, and deleting the convertible provisions of the original Note; and

WHEREAS, Company and Holder executed and delivered a Second Modification Agreement dated October 30, 2018 (the Second Modification), extending the maturity date; and

WHEREAS, the parties have agreed to extend the maturity date provisions of the Note and Modification upon the terms contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Whereas Provisions. The “Whereas” provisions of this Agreement are an integral part hereof and are incorporated by reference.

2. Amended Maturity Date. Paragraph 1 of the Note is hereby amended to read as follows: “The outstanding principal and accrued interest on this Note shall be payable, upon demand, at any time following November 3, 2020 (“Maturity Date”).”

3. Counterparts. This Agreement may be executed in separate counterparts, all of which when taken together shall constitute one and the same agreement, and any party to this Agreement may execute this Agreement by signing any such counterpart. Any party’s signature or mark on or attached to this Agreement that is input electronically or represented as a digital signature or mark captured electronically and/or displayed in any format on tangible media shall be binding upon the party making or applying the same in the same manner as an original signature.

4. Ratification. In all respects not modified by this Agreement, the parties hereby ratify and confirm the provisions of the Note and Modification Agreement.

IN WITNESS WHEREOF, the Company has caused this Third Modification Agreement to be signed in its name on the date written above.
AmJet Turbine Systems, LLC

By:  
______________________________

______________________________, its __________________________

(printed name)  (title)

By:  
______________________________

______________________________, its __________________________

(printed name)  (title)

Lee County Economic Development Group,

By:  
______________________________

______________________________, its __________________________

(printed name)  (title)
RESOLUTION NO. _________

A RESOLUTION APPROVING THIRD MODIFICATION AGREEMENT TO CONVERTIBLE PROMISSORY NOTE

WHEREAS, a Convertible Promissory Note was executed between AMJET TURBINE SYSTEMS, LLC and LEE COUNTY ECONOMIC DEVELOPMENT GROUP, INC. on November 3, 2010; and

WHEREAS, said note was financed by the City of Keokuk, Iowa in the amount of $200,000; and

WHEREAS, a modification to the agreement was delivered and executed on December 23, 2017 extending the maturity date, adjusting the interest rate, and deleting the convertible provisions of the original note; and

WHEREAS, a second modification to the agreement was delivered and executed on October 30, 2018 modifying the maturity date; and

WHEREAS, AMJET TURBINE SYSTEMS, LLC is requesting a third modification to the original agreement by extending the maturity date to November 3, 2010.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Third Modification Agreement to Convertible Promissory Note between AMJET TURBINE SYSTEMS, LLC and LEE COUNTY ECONOMIC DEVELOPMENT GROUP, INC. is hereby approved.

PASSED, APPROVED, AND ADOPTED this 17th day of October, 2019.

_____________________________
Mayor – Thomas L. Richardson

ATTEST:

_____________________________
Jean Ludwig
October 17, 2017
O'Donnell

Subject: Termination of Cemetery Trust

Description:

On September 19th the Council passed a resolution approving an agreement to terminate the cemetery trust with Dubuque Bank and Trust. Upon review, DB&T found that language relieving them of any further obligation to the trust had been omitted. They requested that we reconsider the agreement with said language. The omission was due to our attorney sending the previous version inadvertently. This action is necessary before we can pass the ordinance establishing the City Council as the Oakland Cemetery trustees and transferring perpetual care funds back to City control.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: ____________________ Title: __________________________

Amount Budgeted: __________________________

Actual Cost: __________________________

Under/Over: __________________________

Funding Sources:

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Departments:

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Is this item in the CIP? YES □ NO □ CIP Project Number: ____________
Any previous Council actions:

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<td>Approval of Agreement Terminating Trust</td>
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Recommendation:

Staff recommends approval.

Required Action

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

Additional Comments:

MOTION BY: ____________________    SECONDED BY: ____________________

TO ____________________________________________
______________________________________________

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RESOLUTION NO. _________

RESOLUTION APPROVING AMENDED
TERMINATION OF PERPETUAL CARE CEMETERY TRUST AGREEMENT

WHEREAS, on September 19, 2019, the City entered Resolution No. 328-19: A Resolution Approving Termination of Perpetual Care Cemetery Trust Agreement.”

WHEREAS, the contents of such resolution are incorporated by this reference and shall remain in full force and effect, except as otherwise noted herein.

WHEREAS, the Resolution 328-19 authorized the execution of a draft Termination of Perpetual Care Cemetery Trust Agreement.

WHEREAS, language was left out of the approved draft version.

WHEREAS, the City desires to execute the corrected version of the Termination of Perpetual Care Cemetery Trust Agreement document, attached as Exhibit A, and incorporated by this reference.

NOW, THEREFORE, be it resolved by the City Council of the City of Keokuk, Iowa, that the draft Termination of Perpetual Care Cemetery Trust Agreement document, attached as Exhibit A is approved. The City Council hereby authorizes the Mayor and City Clerk to execute the Agreement and deliver the same to Dubuque Bank and Trust Company for completion.

PASSED AND APPROVED this ___ day of October, 2019.

______________________________  
Mayor

ATTEST:

______________________________  
City Clerk
Termination of
Perpetual Care Cemetery Trust Agreement

WHEREAS, the City of Keokuk, Iowa ("City") and Dubuque Bank & Trust ("Trustee") entered into a Perpetual Care Cemetery Trust Agreement ("Trust Agreement") on or about May 21, 2015.

WHEREAS, such Trust Agreement was established pursuant to the provisions of Iowa Code Chapter 523I.

WHEREAS, such Trust Agreement was established as irrevocable trust for the purposes and intentions of a perpetual care of interment rights and management of the Oakland Cemetery owned and operated by the City of Keokuk.

WHEREAS, the City has reviewed the applicable code provisions of Iowa Code Chapter 523I and has determined that the Trust Agreement was improperly created such that it granted authority to a third-party Trustee, rather than the City maintaining such trustee role.

WHEREAS, the City and Trustee have determined that it is in the best interests of the City, the Oakland Cemetery, the Trustee, that such Trust Agreement should be terminated.

NOW THEREFORE, the City and Trustee, pursuant to Iowa Code 633A.220 hereby agree and consent to the Termination of the Perpetual Care Cemetery Trust Agreement.

IT IS FURTHER AGREED, that the City shall establish a successor trust by ordinance pursuant to Iowa Code 523I.

IT IS FURTHER AGREED, that upon notice by the City to Trustee that such ordinance has been established, the Trustee shall promptly deliver and account for any funds in its possession. Upon such transfer, the Trust Agreement shall terminate, the Trustee shall be relieved of any further obligations pursuant to the same, and the Trustee shall be released from any future claims of any kind.

IN WITNESS WHEREOF, each of the undersigned has executed this Termination of Perpetual Care Cemetery Trust Agreement.

Dated: __________________________

The City of Keokuk

By: __________________________

Mayor of Keokuk, Iowa

Dubuque Bank & Trust

By; __________________________

City Clerk of Keokuk, Iowa
COUNCIL ACTION FORM

Date: 10/9/19
Presented By: Mark Bousselot

Subject: Rand Park Tunnel - Engineering Amendment 1  Agenda Item: ________________

Description:
On April 19, 2018 the City of Keokuk approved an agreement with Veenstra and Kimm, Inc. to
design the Rand Park Stormwater Diversion Tunnel for a hourly fee not to exceed $960,000. At the
October 3, 2019 council meeting, David Schechinger, Veenstra & Kimm, Inc., provided an update on
the design of the Rand Park Tunnel design. Veensta and Kimm, Inc. is requesting that the City
Council consider an engineering Contract Amendment #1 requesting an additional $1,220,000 to
complete the design of the Rand Park Stormwater Diversion Tunnel.

FINANCIAL

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

Line Item #: 614-8019-6407  Title: CSO - Engineering Sewer Separation

Amount Budgeted: $400,000

Actual Cost: $1,220,000

Under/Over: ($820,000)

Funding Sources:

Departments:

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

Any previous Council actions:

Action ___________________________ Date ___________________________

______________________________ ___________________________

Recommendation:

Approve Contract Amendment #1 with Veenstra and Kimm, Inc. for an additional $1,220,000 to complete the engineering of the Rand Park Stormwater Diversion Tunnel.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ___________________ SECONDED BY: ___________________

TO __________________________________________________________

______________________________________________________________

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A REVISED ENGINEERING AGREEMENT FOR THE RAND PARK STORMWATER DIVERISION TUNNEL

WHEREAS on April 19, 2018 the City council approved an agreement for the engineering of the Rand Park Stormwater Diversion Tunnel with Veenstra and Kimm, Inc. for design of the project. The agreement was for an hourly rate not to exceed $960,000 and

WHEREAS on October 3, 2019 Veenstra and Kimm, Inc. provided an update to the city council on the progression of the design and moving forward. At that time a request was made for the city council to consider a Contract Amendment #1 for an additional $1,220,000 to complete the design of the Rand Park Stormwater Diversion Tunnel

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a Contract Amendment #1 for the design of the Rand Park Stormwater Diversion Tunnel be approved.

Passed this 17th day of October, 2019.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig
October 11, 2019

Mark Bousselot
City of Keokuk
P.O. Box 400
Keokuk, IA 52632

KEOKUK, IOWA
RAND PARK STORMWATER DIVERSION TUNNEL
ENGINEERING SERVICES AGREEMENT
CONTRACT AMENDMENT NO. 1

Mr. Bousselot,

Veenstra & Kimm, Inc. has completed Preliminary design of the Rand Park Stormwater Diversion Tunnel as presented at the October 3, 2019 City Council work session. At the work session, Veenstra & Kimm, Inc. provided a summary of the preliminary design issues that have been identified along with the various options that were evaluated to arrive at the current recommended project approach to prepare the final design documents to allow for several methods of tunnel construction. These project details were also previously outlined in our September 11, 2019 letter.

As requested, we have prepared the attached Contract Amendment No. 1 for engineering services to complete the final design of the project. We request that the Amendment be placed on the City Council agenda for October 17, 2019 for approval.

We appreciate the opportunity to continue providing services to the City of Keokuk on this project and look forward to completing the design phase and advancing to construction.

If you have any questions or comments regarding the contract amendment, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Dave Schechinger
23753
Enclosures
CONTRACT AMENDMENT NO. 1

THIS AMENDMENT, made and entered into this __________ day of October, 2019, by and between the City of Keokuk, a municipal corporation, hereinafter referred to as the City and Veenstra & Kimm, Inc., of Coralville, Iowa, hereinafter referred to as the Consultant.

WHEREAS, the City and the Consultant executed a Consultant Agreement as of April 25, 2018, ("Original Contract") in which the Consultant agreed to provide professional services related to the Rand Park Stormwater Diversion Tunnel ("Project"); and,

WHEREAS, the project consists of the design of improvements to the storm sewer collection system including a 10’ diameter stormwater diversion tunnel between Fulton Street and the Mississippi River generally along 14th Street in the vicinity of Rand Park; and

WHEREAS, the “Original Contract” included survey and development of a preliminary alignment for the tunnel and upstream storm sewer, review of hydraulics for sizing of the tunnel, geotechnical investigation of bedrock to determine tunnel vertical alignment, coordination of environmental clearances and preparation preliminary design and cost estimate; and

WHEREAS, the Consultant presented the preliminary design of the project to the City at the October 3, 2019 City Council work session, reviewed the options that were evaluated, discussed critical elements of the project, provided an overview of physical modeling efforts and status, and provided a recommended approach to preparing a bid package that would open the project to various methods of construction to promote competition during bidding; and

WHEREAS, further, the City has acknowledged the need for additional professional and technical services to complete the design of the tunnel project and prepare bid documents according to the recommended project approach; and

WHEREAS, the City and Consultant desire to amend the Contract to include these additional services.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions herein contained, it is agreed to the following:

1. TIME OF COMPLETION shall be incorporated as follows: The City desires to have construction of the tunnel project underway in 2020. The Consultant has coordinated with the City and the U.S. Environmental Protection Agency to prepare a bid package that would allow for a December 2021 completion date if the cost to complete the tunnel in a shorter timeframe would result in a measurable cost increase. The Consultant should proceed with preparing the bid documents in an expeditious manner to maximize the construction period.

2. Scope of Services are amended to include the following design services:

   a. Engage University of Iowa Institute for Hydraulic Research to prepare a physical model to evaluate tunnel operation at various flow conditions to establish design conditions. (initiated during preliminary design)
b. Revise tunnel alignment and profile to decrease depth between Fulton Street and Rand Park shaft to reduce construction impacts and shaft diameter at Fulton Street. Provide alternate tunnel design and analysis in the raised section of tunnel due to reduced or absent bedrock thickness above tunnel section.

c. Design of vortex drop shaft and internal shaft baffle at Rand Park shaft to dissipate energy in tunnel section and to allow elevation drop in tunnel section to occur at Rand Park.

d. Design of transition section and energy dissipating structure adjacent to the BNSF railroad in accordance with physical model report recommendations. Coordinate with BNSF engineering consultant to satisfy permitting design review of tunnelled conduits beneath railroad and coffer dam and headwall design adjacent to railroad embankment in Mississippi River.

e. Design project to concentrate construction activity in Rand Park and provide detailed design of tunnel sections in key areas for multiple construction methods including drill & blast, road header, and TBM.

f. Conduct public outreach meeting following 60% design review with City.

g. Conduct risk workshop following 60% design to identify any issues that need to be further defined to reduce or accurately quantify risk for bidders.

3. As consideration for providing the additional services included in this Contract Amendment No. 1, the City shall compensate the Consultant for additional services. Compensation shall be based on hours the Consultant's employees or Subconsultant are actually engaged in work on the project and shall be for the hourly rate not to exceed fee of ONE MILLION TWO HUNDRED TWENTY THOUSAND and 00/100 Dollars ($1,220,000.00)

4. All provisions of the "Original Contract" shall apply to the provisions of the services described herein. The terms of the Consultant Agreement, in conflict herewith, shall be repealed. The terms of the Consultant Agreement, not amended hereby, shall remain in full force and effect and the parties hereto reconfirm the Consultant Agreement as amended hereby.

FOR THE CITY

By: __________________________

Title: __________________________

Date: __________________________

ATTEST: __________________________

FOR THE CONSULTANT

By: __________________________

Title: Project Manager

Date: __________________________

ATTEST: __________________________
COUNCIL ACTION FORM

Date: 10/10/19
Presented By: Mark Bousselot

Subject: Oakland Cemetery Street Improvements

Description:
This spring Hickey Contracting poured portions of St. Francis Street and St. Mary's Street in Oakland Cemetery while providing donated resources to accomplish the work. On Wednesday, October 9, I was again contacted by Dan Hickey about improving more streets in Oakland Cemetery. Dan is willing to commit to donating resources again to accomplish more concrete paving in Oakland Cemetery. The amount of work that can be completed depends on the amount the City of Keokuk and Hickey Contracting can contribute to the project. At this time Cole has indicated that the City of Keokuk can allocate $50,000 with council approval. This phase of the street improvements would start at the intersection of Keokuk Avenue and J Streets and from there continue down hill to Keokuk Avenue towards Moss Avenue.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: 001-4050-6710 Title: Capital - Oakland Cemetery

Amount Budgeted: $0

Actual Cost: $50,000

Under/Over: ($50,000)

Funding Sources:

Departments:

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

Any previous Council actions:

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Recommendation:

Approve the attached resolution allocating $50,000 to the improvements of the Streets in Oakland Cemetery.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: __________________ SECONDED BY: __________________

TO __________________

CITY COUNCIL VOTES

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RESOLUTION NO. ______

A RESOLUTION AUTHORIZING FUNDING FOR STREET IMPROVEMENTS IN OAKLAND CEMETERY

WHEREAS On October 9, 2019 Hickey Contracting approached the City of Keokuk about making some improvements to Keokuk Avenue in Oakland Cemetery. This would be a joint effort to make this improvement. Hickey Contracting is willing to donate some resources if the City of Keokuk is willing to help contribute to the improvements.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that $50,000 be allocated to contribute to improvements to Keokuk Avenue in Oakland Cemetery.

Passed this 17th day of October, 2019.

Mayor – Thomas L. Richardson

Attest – Jean Ludwig
COUNCIL ACTION FORM

Date: 10-8-2019
Presented By: CHUCK PIETSCHER

Subject: BIOSOLIDS HAULING AND APPLICATION CON
Agenda Item: __________________

Description:
Bids were accepted on October 7. One bid was received from LCL Farms for $204,000.00 annually. LCL Farms has been under contract with the city for over 20 years and does an excellent job. The new contract is for 10 years with 3% annual increases.

FINANCIAL

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

Line Item #: ____________________ Title: ________________________

Amount Budgeted: $210,000

Actual Cost: $204,000

Under/Over: under by $6,000

Funding Sources:

____________________________________________________________________

____________________________________________________________________

Departments:

____________________________________________________________________

____________________________________________________________________

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

Any previous Council actions:

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Recommendation:

Required Action

ORDINANCE☐ RESOLUTION☑ MOTION☐ NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO __________________________

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CITY COUNCIL VOTES

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RESOLUTION NO. _____________

A RESOLUTION ACCEPTING A CONTRACT WITH LCL FARMS FOR BIOSOLID HAULING AT WATER POLLUTION CONTROL PLANT

WHEREAS, bids were accepted for biosolid hauling and application for WPC Plant.

WHEREAS, the City received one bid from LCL Farms in the amount of $204,000.00 annually. The new contract is for 10 years with 3% annual increase.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the contract with LCL Farms be approved.

Passed this 17th day of October, 2019.

________________________________
Thomas L. Richardson, Mayor

Attest: ______________________________
Jean Ludwig, City Clerk
COUNCIL ACTION FORM

Date: October 10, 2019
Presented By: Broomhall

Subject: 625 Main - wall repair
Agenda Item: ____________________

Description:

Set date and time for receipt of bids (October 31, 2019) to repair brick side wall 625 Main Street and set public hearing to award contract (November 7, 2019).

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: ________________ Title: _________________________________

Amount Budgeted: _________________________________

Actual Cost: _________________________________

Under/Over: _________________________________

Funding Sources:

______________________________ _________________________________

______________________________ _________________________________

______________________________ _________________________________

Departments:

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Is this item in the CIP? YES □ NO □

CIP Project Number: __________________________
COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve accepting bids to repair and stabilize structure.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ____________________    SECONDED BY: ____________________

TO ____________________

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A RESOLUTION TO SET THE DATE AND TIME FOR RECEIPT OF BIDS TO REPAIR SIDE WALL ON CITY OWNED PROPERTY LOCATED AT 625 MAIN STREET.

WHEREAS, the City of Keokuk owns property located at 625 Main Street; and

WHEREAS, the joint wall was exposed following demolition of the adjacent structure and repairs to the wall are essential to maintain stabilization of the structure.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that Thursday, October 31, 2019 at 2:00 p.m. be set as a date and time to receive bids for repair of side wall at 625 Main and a public hearing be scheduled for Thursday, November 7, 2019 at 6:30 p.m. for award of contract of the 625 Main wall repair project.

Passed this 17th day of October, 2019.

______________________________
Thomas L. Richardson, Mayor

Attest: __________________________
Jean Ludwig, City Clerk
COUNCIL ACTION FORM

Date: 10/11/19
Presented By: Mark Bousselot

Subject: Certificate of Completion - Sanitary Sewer Reh

Description:
The Sanitary Sewer Rehabilitation - CIPP Project was previously awarded to Visu Sewer of Pewaukee, Wisconsin. The work has been completed in accordance with the plans and specifications in the amount of $241,122.35

FINANCIAL

Is this a budgeted item? YES □ NO □
Line Item #: ____________ Title: ____________
Amount Budgeted: ____________________________
Actual Cost: ____________________________
Under/Over: ____________________________
Funding Sources:
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________________________________________________________________________

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 Certificate of Completion for the Sanitary Sewer Rehabilitation - Phase 1 Project.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ___________________  SECONDED BY: ___________________

TO ___________________________

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RESOLUTION NO._______

RESOLUTION ISSUING A CERTIFICATE OF COMPLETION FOR THE SANITARY SEWER REHABILITATION – CIPP PROJECT

WHEREAS the Sanitary Sewer Rehabilitation – CIPP Project has been successfully completed by Visu - Sewer of Pewaukee, Wisconsin in the amount of $241,122.35

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Certificate of Completion for the Sanitary Sewer Rehabilitation – CIPP Project is hereby accepted.

Passed this 17th day of October, 2019

Mayor – Thomas L. Richardson

Attest – Jean Ludwig
CERTIFICATE OF COMPLETION

SANITARY SEWER REHABILITATION – CIPP LINING
KEOKUK, IOWA

August 26, 2019

We hereby certify that we have made an on-site review of the completed construction of the Sanitary Sewer Rehabilitation – CIPP Lining under the Contract as performed by Visu-Sewer, Inc. of Pewaukee, Wisconsin.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Two Hundred Forty-One Thousand One Hundred Twenty-Two and 35/100 Dollars ($241,122.35).

VEENSTRA & KIMM, INC.  Accepted: CITY OF KEOKUK, IOWA

By ____________________________  By ____________________________
Title Project Engineer  Title Mayor

Date September 24, 2019  Date ____________________________

Job No. 23760
COUNCIL ACTION FORM

Date: October 17, 2019
Presented By: O'Donnell

Subject: Grand Ave Settlement
Agenda Item: 

Description:
In 2013, the City engaged Shipley Construction to complete certain improvements on Grand Ave. There were several delays in the project and Shipley failed to complete the project on the contracted date with several cost overruns. The City chose to withhold the retainage of approximately $170,000 due to Shipley and requested finish certain items and provide details on expenses outside of the contracted work claimed by Shipley. The city found the details provided by Shipley to be not be supported or within contracted prices. Shipley refused to complete the punch list until payment was made. This created a stalemate with threatened litigation. Through negotiations with Shipley's attorney, a proposed settlement of $250,000 has been reached. The amount is reasonable, in that if the matter was litigated the City would potentially incur legal costs that equal or exceed the difference between the retainage and the settlement with no guarantee of final disposition.

FINANCIAL

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<td>Line Item #:</td>
<td>301-7604-6490</td>
<td>Title: Consultant &amp; Professional Fees</td>
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<td>Amount Budgeted:</td>
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<td>Actual Cost:</td>
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<td>$250,000</td>
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Funding Sources:
Road Use Tax

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

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Recommendation:

Staff recommends approval of the agreement.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO ____________________

CITY COUNCIL VOTES

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MUTUAL GENERAL SETTLEMENT
AGREEMENT AND RELEASE OF ALL CLAIMS

The undersigned, Leonard Shipley for Shipley Construction Corp. (hereinafter “Shipley”), on one hand, and the City of Keokuk (hereinafter “the City”), on the other hand (hereinafter, collectively referred to as “the Parties”), do hereby execute this Mutual General Settlement Agreement and Release of All Claims (the “Agreement”) upon the following terms and conditions:

WHEREAS, both Parties have asserted certain claims which arise out of the past dealings and disputes of the Parties with respect to the project known as Plan of Improvements for Grand Avenue within the corporate limits of the City of Keokuk (hereinafter the “Project”); and

WHEREAS, the Parties have resolved all of the disputes between them regarding the Project; and

WHEREAS, the Parties wish to release each other of all further responsibilities and liabilities arising out of, or related to, the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. The above recital provisions of this Release are an integral part hereof, and are thus incorporated in this Agreement by this reference.

2. In consideration of the mutual promises set forth in this Agreement, and upon receipt of the Payment, as provided in Paragraph 8 of this Agreement, Shipley hereby releases, acquits, and forever discharges the City, and each Party’s employees, agents, officers, directors, council members, Mayor, volunteers, insurance carriers, attorneys, and any other representatives and parties from any and all liability whatsoever, including all claims, demands,
and causes of action of every nature affecting any of them, which they may have or ever claim to have by virtue of any matter relating to or arising out of the Project and the contract between the Parties. Notwithstanding any of the foregoing or anything in this Agreement to the contrary, the Parties shall be able to enforce the terms of this Agreement.

3. The City hereby releases, acquits, and forever discharges Shipley and its directors, officers, employees, subcontractors, agents, immediate family members, successors, heirs, legatees, attorneys, and parties of all natures, and any other representatives from any and all liability whatsoever, including but not limited to, all claims, demands, and causes of action of every nature affecting any of them, which were asserted or could have been in connection with the Project, including but not limited to, claims for enforcement of liens, claims against the construction bonds, claims under the City's Municipal Ordinances, and claims under the Parties' contract or Iowa State Code. Notwithstanding any of the foregoing or anything in this Agreement to the contrary, the Parties shall be able to enforce the terms of this Agreement.

4. Each party specifically acknowledges that it has studied and examined this Release, has reviewed it with their attorney, and understands all of the provisions thereof.

5. No modification of this Release shall be valid unless made in writing, and signed by all Parties.

6. This Release covers all injuries and damages related to the Project, including attorneys' fees and costs, whether known or unknown, incurred or yet to be incurred, and which may hereafter appear or develop arising from the Project.
7. This Release is being executed by the Parties solely in reliance upon the Parties' own knowledge, belief, and judgment, and not upon any representations made by the other party or the others' representations on their behalf.

8. Within 30 days of execution of this Release, the City shall tender a payment in the amount of $250,000.00, payable to Leonard Shipley (the “Payment”). The Payment shall be sent to Shipley’s Attorney, Thomas Olson of Olson Construction Law, 1898 Livingston Avenue, West Saint Paul, Minnesota, 55118. No payments are being made to a taxing entity, and Shipley shall be responsible for any taxes, if any shall be due or required, for any and all payments made hereunder.

9. Other than as set forth herein, no party to this Release has promised the other or is expecting from the other, any further or other consideration. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter and shall not be modified, amended, waived, canceled, or revoked, except by a supplemental written agreement executed by the Parties hereto.

10. This Release is executed as compromise settlement of disputed claims, liability for which is expressly denied by the Parties. Nothing in this Agreement is meant to represent nor shall be construed and/or interpreted as, nor shall be used at any proceeding as an admission of any of the claims asserted by either party or any allegations arising out of the asserted claims and/or in any way related to any acts, omissions, transactions, or events claimed by either Party.

11. In the event of any breach of any of the terms of this Agreement by any of the Parties hereto, including, but not limited to, the City's failure to make the Payment required by Paragraph 8 of this Agreement, the Parties shall be
entitled to any right and remedy allowed at law or in equity or by statute or otherwise, existing prior to execution of this Agreement, in addition to the right to enforce the terms of this Agreement. The prevailing party in enforcement of this Agreement will be entitled to attorneys’ fees and costs incurred in enforcement or defense against enforcement.

12. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, assigns, and agents.

13. By executing this Agreement, Parties warrant and represent that they have not transferred or assigned any claim or cause of action which they may have ever held or owned against each other and that they are the owners and holders of all such claims.

14. This Settlement Agreement and Release shall be construed and enforced in accordance with the laws of the State of Iowa.

15. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument. A facsimile or electronic (via email) signature shall be treated with the same force and effect as an original signature.

16. The Parties represent and agree that the person executing this Agreement on their behalf has the full and complete permission and authority of the entity for which s/he is executing this Agreement, and have the full right and authority to commit and fully bind themselves, their representatives, agents, principals, predecessors, successors, and privies according to the provisions hereof. This Agreement is a legally valid, binding and enforceable obligation of the Parties in accordance with its terms.
Any and all correspondence between the Parties, related to this Agreement, shall be via fax, e-mail or U.S. Mail, as follows, unless other contact information is provided in writing by one Party to the other:

**If to Shipley:** Shipley Contracting Corp., attn: Leonard Shipley, P.O.Box 36, Burlington, Iowa 52601; Phone: 319.759.0975; Fax: 319.752.6014; Email: LDSCC@aol.com;

**With a Copy to:** Thomas Olson, Olson Construction Law, 1898 Livingston Avenue, West Saint Paul, Minnesota, 55118

**If to the City:** City of Keokuk, Iowa, attn.: City Administrator, 601 Main Street, 3rd Floor, Keokuk, Iowa 52632; phone 319.524.2050; email codonnell@cityofkeokuk.org

**With a Copy to:**
Daniels, Long, & Pinsel, LLC, Attn: Douglas Dorando, 19 N. County St., Waukegan, IL 60085; Phone 847.623.5900; Fax: 847.623.1767; Email: ddorando@dlplawyers.com.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the Parties have fully executed this Agreement by themselves or by their duly authorized officers, effective as of the date and year as stated below.

HEREBY AGREED TO:

FOR SHIPLEY CONTRACTING CORP.:

| ______________________________ |

STATE OF IOWA ) ss.  
COUNTY OF DES MOINES  )

On this ____ day of October, 2019, before me the undersigned, a notary public in and for said state, personally appeared Leonard Shipley, to me personally known to be the President of Shipley Contracting Corp., who being by me duly sworn, did say that he is the President of Shipley Contracting Corp.,; that the instrument was signed on behalf of that entity by the authority of its Corporate Authorities; that he acknowledged the execution of said instrument to be the voluntary act and deed of the Corporation, by it and them voluntarily executed.

________________________  
Notary Public

|
BY THE CITY OF KEOKUK, IOWA

THOMAS L. RICHARDSON, Mayor

STATE OF IOWA

) ss.

COUNTY OF LEE

On this ___ day of October 2019, before me the undersigned, a notary public in and for said state, personally appeared Mayor Thomas L. Richardson, to me personally known to be the Mayor of Keokuk, Iowa, who being by me duly sworn, did say that he is the Mayor of the City of Keokuk; that the instrument was signed on behalf of the City by the authority of its Corporate Authority; that the Mayor, acting as mayor, acknowledged the execution of said instrument to be the voluntary act and deed of the City of Keokuk, by it and them voluntarily executed.

Notary Public
RESOLUTION __________

A RESOLUTION APPROVING A PROPOSED SETTLEMENT
OF CONTRACT CLAIM

WHEREAS, in 2013, the City of Keokuk entered into a Contract with Shipley Construction Corporation for improvements to storm and sanitary sewer facilities along Grand Avenue; and

WHEREAS, that project ran substantially over the expected length of project, causing cost overruns, and the City to withhold its retainage until the project was completed; and

WHEREAS, Shipley Construction threatened litigation to recover its costs associated with the project, a substantial portion of which the City believed unfounded; and

WHEREAS, the City defended the threatened lawsuit to the maximum extent possible, given the significant amount of time that passed since the events occurred and the outstanding payments owed to Shipley; and

WHEREAS, a proposed settlement was negotiated which took into consideration the strengths and weaknesses of the plaintiff’s and the defense cases, including a thorough investigation and analysis of the risk of an adverse verdict and the range of possible jury awards; and

WHEREAS, the City Council has been fully briefed by its Counsel. and other Staff, and it has considered the information provided and the answers provided to its questions;

NOW THEREFORE, BE IT RESOLVED by the City of Keokuk, Lee County, Iowa, as follows:

SECTION ONE: The City Council finds that the proposed settlement, in the gross amount of $250,000.00 dollars is in the best interests of the City, its residents and taxpayers to accept.

SECTION TWO: The City Council further finds that the supplemental terms of the proposed settlement are reasonable, the same being:

A. The City will pay Shipley Contracting and his attorneys a total not to exceed $250,000.00 within 30 days of approval and signing of this Resolution, in exchange for a full and binding general release of all claims, in substantially the same form as Exhibit A, hereto attached; and

B. The City will accept the Grand Avenue/9th Street project as complete, and release the Maintenance Bond on that project.

SECTION THREE: This resolution shall take effect immediately upon passage.

THOMAS L. RICHARDSON, MAYOR

Attest: _____________________________

JEAN LUDWIG, CITY CLERK
In accordance with the settlement agreement, the resolution accepts the improvements to Grand Ave and releases the maintenance bond with Shipley Construction.
COUNCIL ACTION FORM

Any previous Council actions:

Action: Approve Settlement Agreement
Date: 10/17/2019

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: _____________________  SECONDED BY: _____________________

TO ________________________________

CITY COUNCIL VOTES

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RESOLUTION NO. ______

RESOLUTION ISSUING A CERTIFICATE OF COMPLETION FOR THE GRAND AVENUE PLAN OF IMPROVEMENTS

WHEREAS, The City of Keokuk entered into an Agreement, on or about April 8, 2013, with Shipley Construction Corporation for planned improvements to the storm and sanitary sewer facilities along Grand Avenue (known as the “Grand Avenue Plan of Improvement Project”); and

WHEREAS the Grand Avenue Plan of Improvement Project has been successfully completed by Shipley Construction Corporation, in the total amount of $3,318,654.73; and

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, as follows

A) that the Certificate of Completion for the Grand Avenue Plan of Improvements Project is hereby accepted.
B) That the Maintenance Bond for said Project is hereby discharged.

Passed this 17th day of October, 2019.

_____________________________
Thomas L. Richardson, Mayor

Attest: _________________________
Jean Ludwig, City Clerk
COUNCIL ACTION FORM

Date: 10/9/19
Presented By: Mark Bousselot

Subject: Permission to Sign Agreement with USA
Agenda Item: ____________

Description:
The City of Keokuk has reported damage to the City of Keokuk earthen levee to the US Army Corps of Engineers. The damage to the levee consists of wave wash and a boil that needs to be repaired. The repairs will be made as part of the PL 84-99 program and the City of Keokuk will be responsible for twenty percent of certain portions of the project. Currently the USACE is estimating the project at $1,258,682, so at this time the city's contribution would be $215,116. The USACE requires documentation showing that I am allowed to sign the agreement between the United States of America and the City of Keokuk for the repairs to the levee. This agreement has been reviewed and approved by City Attorney, Jim Dennis.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: 001-1040-6710
Title: Capital - Flood Wall

Amount Budgeted: $150,000

Actual Cost: $215,116.00

Under/Over: ($65,116.00)

Funding Sources: ________________________________

______________________________

______________________________

Departments: ________________________________

______________________________

______________________________

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

Any previous Council actions:

Action ___________________________________________ Date ________________________________

__________________________________________

Recommendation:

Authorize the Public Works Director to sign the Cooperation Agreement with the United States of America for the repairs to the City of Keokuk levee caused by flood damage.

Required Action

☐ ORDINANCE ☐ RESOLUTION ☐ MOTION ☑ NO ACTION REQUIRED ☐

Additional Comments:

__________________________________________

MOTION BY: ______________________________ SECONDED BY: ____________________________

TO __________________________________________

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COOPERATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

and

CITY OF KEOKUK

for

REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK

THIS AGREEMENT, entered into this ___ day of __________, 20___, by and between
THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government")
represented by the District Engineer, Rock Island District, U.S. Army Corps of Engineers, and
the City of Keokuk, (hereinafter referred to as the "Public Sponsor"), represented by Mark
Bousselot, Public Works Director.

WITNESSETH THAT:

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the
repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the
Government to repair or restore a certain flood control work damaged by recent flooding or
coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army
Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal
capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate
in the rehabilitation effort in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean wave wash repair and boil repair. Wave
wash repair shall consist of placing scour protection in the form of 18 inches minimum Iowa
Class D riprap on top of 6 inches minimum of Iowa DOT Gradation 6 bedding stone in scour
areas, with bedding stone also used to fill the scour holes to grade before placing riprap. Boil
repair shall consist of installing a toe filter along the landside toe between the pump station and
the gravity drainage pipe, with the length to be approximately 270 feet, as generally described in
a report entitled “Project Information Report” prepared by the District Engineer, U.S. Army
Engineer District Rock Island, dated 3 April 2019, and approved by the Division Engineer on 10
May 2019.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public
Sponsor and the Government, in accordance with the terms of this Agreement, directly related to
implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.
G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be $1,258,682 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be $215,116. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be $215,116. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check
payable to "FAO, USAED Rock Island" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of $ ___Zero for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE
A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the
Public Sponsor’s responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:
Mr. Mark Bousselet, Public Works Director
415 Blondeau Street
Keokuk, Iowa 52632

If to the Government:
U.S. Army Corps of Engineers
District Engineer
Clock Tower Building
P.O. Box 2004
Rock Island, Illinois 62101-2004

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

BY: ___________________________
Steven M. Sattinger
Colonel, US Army
Commander & District Engineer

DATE: _________________________

THE [NAME OF PUBLIC SPONSOR]

BY: ___________________________
Mark Bousselet
Public Works Director

DATE: _________________________
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DATED this _____ day of _____________, 20_____

Mark Bousselot
Public Works Director
TO: Mayor and Council
FROM: Cole S. O’Donnell
DATE: October 14, 2019
RE: Committee Nominations

COUNCIL APPOINTMENTS:

Airport Commission
SUBJECT TO GENDER BALANCE
6 yr term
Donna Farrell Term to expire 10/20/2019- WILL CONTINUE

Architectural Design Review
2 yr term
Mary Dennis Term Expired 06/19/2011
Joe Getz Term Expired 06/19/2015- DECLINED
John Mason Term Expired 06/19/2015- DECLINED
Doug Matlick Term Expired 06/19/2016- DECLINED
Ede Kiedaisch Term Expired- WILL CONTINUE

Board of Adjustment
SUBJECT TO GENDER BALANCE
Vacancy Term Expired 04/01/2017 (partial term will expire 04/01/2022)- Jay Kruse volunteered

Building & Housing Advisory Board
3 yr term
Terry Twitchell Term Expired 09/19/2016- WILL CONTINUE

Great River Regional Solid Waste Commission
2 yr term
Roger Bryant Term to expire 12/01/2019 NOMINATED
Susan Dunek (Alt) Term to Expire 12/01/2019 NOMINATED

Grand Theater Commission
3 yr term
Diane Kearns Term to expire 11/05/2019- WILL CONTINUE

Human Rights Commission
SUBJECT TO GENDER BALANCE
3yr Terms
Dev Kiedaisch Term Expired 09/19/2018- WILL CONTINUE
Sandy Seabold  Term Expired 09/19/2019- WILL CONTINUE
Vacancy   Term Expired 09/19/2012- DRAKE CUSTER APPLICATION
Diane Stanley  Term Expired 09/19/2019

Keokuk Housing Authority  SUBJECT TO GENDER BALANCE
2 yr term
Christina McDaniel  Term Expired 09/05/2019- BRENDA BEST APPLICATION*
Brent Haage  Term Expired 09/05/2019- WILL CONTINUE

Park and Recreation Advisory Board
3 yr term
Monica Winkler  Term to Expire 11/02/2019- WILL CONTINUE
Joe Shuman  Term to Expire 11/02/2019- WILL CONTINUE
Jodi Householder  Term expired 11/02/2016- LINDA MARDSEN APPLICATION*

Tumelty Park Commission  WILL LOOK TO COMBINE WITH JOYCE PARK COMMISSION
6 yr term
Shane Etter  Term Expired 11/14/2008
Rodger Whitaker  Term Expired 11/14/2008
Vacancy  Term Expired 11/14/2008

Veterans Memorial Commission
5 yr term
Vacancy  Term Expired 06/01/2016
George Morgan  Term Expired 06/01/2012

MAYORAL APPOINTMENTS:

Historic Preservation Commission
3 yr term
Vacancy  Term to expire 09/19/2020
Vacancy  Term to expire 09/19/2020
Dan Winn  Term expired 09/19/2019
Michael Greenwald  Term expired 09/19/2019
Callie Peterson  Term expired 09/19/2019

Keokuk Public Library Board
6 yr term limit of 2 terms
Vacancy  Term expired 07/01/2019- NANCY GRAHAM IS PLACED IN NOMINATION
Joseph Fierce  Term expired 07/01/2019 (1st term)- WILL CONTINUE

*THESE POSITIONS HAVE RECEIVED MORE THAN ONE VOLUNTEER. THE NAME LISTED IS THE FIRST PERSON TO SUBMIT THEIR NAME.
APPOINTMENT RESUME
BOARDS AND COMMISSIONS

Each board and commission is listed on the reverse side of this form. Please select those for which you would like to be considered but please indicate your preferences at the bottom of the page.

10/10/19
Date of Application

Marsden Linda M F X
Last Name First Name Gender

linda.m.marsden@gmail.com
Email address

2006 Logan Dr. N/A
Home Address Work Address

Keokuk IA 52632
City State Zip City State Zip

319-826-7220
Home Phone Work Phone

Are you presently serving on any other City Board or Commission?

No

What attributes do you feel you have to offer?

I want to help better Keokuk, I'm good w/ time management
Former teacher, very organized, willingness to learn, positive attitude

Why do you want to be involved?

I want to be a part of something bigger than myself.

What has been your past involvement?

I'm in a local MOM's group 2015-present
PTO member 2018-present
attend most city council meetings 2017-present
__ Airport Board of Adjustment
__ Airport Commission
__ Airport Zoning Commission
__ Architectural Design Review Commission
__ Board of Adjustment
__ Building & Housing Advisory Board
__ City Planning Commission
__ Civil Service Commission
__ Convention & Tourism Bureau
__ Depot Commission
__ Economic Development Corporation
__ Grand Theater Commission
__ Historic Preservation Commission
__ Human Rights Commission
__ Joyce Park Commission
__ Keokuk Barge Commission
__ Keokuk Housing Authority
__ Municipal Water Works
* Park & Recreation Advisory Board (Cemetery, Aquatic Center & Verity)
__ Public Library Trustees
__ Rand Park Pavilion Commission
__ Tumulty Park Commission
* Veterans Memorial Commission

* Preference #1
__ Preference #2
__ Preference #3
APPOINTMENT RESUME

BOARDS AND COMMISSIONS

Each board and commission is listed on the reverse side of this form. Please select those for which you would like to be considered but please indicate your preferences at the bottom of the page.

10.14.19

Date of Application

Best

Brenda

M  X  F

Last Name

First Name

Gender

brenda.best@caofseia.org

Email address

1318 Johnson Street

220 S 22nd Street

Home Address

Work Address

Keokuk   IA       52632

Keokuk   IA       52632

City   State   Zip

City   State   Zip

319.795.3035

319.457.6245

Home Phone

Work Phone

Are you presently serving on any other City Board or Commission?

No

What attributes do you feel you have to offer?

I am a social worker and in this position as well as my previous position with The Salvation Army I see a lot of need for housing and the clients that are applying. I can

Why do you want to be involved?

Housing and homelessness is very serious in many communities. I know that working part-time at Happy Joe’s there is homeless people living in the woods. Winter is coming

What has been your past involvement?

I served on the board of the Salvation Army as an Employee while I worked there for 4 1/2 years. I am an elder at my church and currently work on the outreach committee. I

(Over)
Airport Board of Adjustment
Airport Commission
Airport Zoning Commission
Architectural Design Review Commission
Board of Adjustment
Building & Housing Advisory Board
City Planning Commission
Civil Service Commission
Convention & Tourism Bureau
Depot Commission
Economic Development Corporation
Grand Theater Commission
Historic Preservation Commission
Human Rights Commission
Joyce Park Commission
Keokuk Barge Commission
Keokuk Housing Authority
Municipal Water Works
Park & Recreation Advisory Board (Cemetery, Aquatic Center & Verity)
Public Library Trustees
Rand Park Pavilion Commission
Tumelty Park Commission
Veterans Memorial Commission

Preference #1
Preference #2
Preference #3
APPOINTMENT RESUME

BOARDS AND COMMISSIONS

Each board and commission is listed on the reverse side of this form. Please select those for which you would like to be considered but please indicate your preferences at the bottom of the page.

Oct. 14, 2019

Date of Application

Kruse

Last Name

Jay

First Name

Gender

M X F

Email address

jay.kruse.2007@gmail.com

Home Address

511 Eicher St

Work Address

Kielbuk IA 52632

City

State

Zip

515-357-3625

Home Phone

Work Phone

Are you presently serving on any other City Board or Commission? ☐

What attributes do you feel you have to offer?

I am a responsible person that will perform my duties as a board or commission member with dedication. I am an organized hard worker that can work with others to complete projects smoothly.

Why do you want to be involved?

I would like the opportunity to contribute to the community that my family and I live in.

What has been your past involvement?

Although in the past I have not served on a City Board or Commission, I have volunteered as a church youth leader and am currently licensed Foster parent. (Over)
__ Airport Board of Adjustment
__ Airport Commission
__ Airport Zoning Commission
__ Architectural Design Review Commission
__ Board of Adjustment
__ Building & Housing Advisory Board
__ City Planning Commission
__ Civil Service Commission
__ Convention & Tourism Bureau
__ Depot Commission
__ Economic Development Corporation
__ Grand Theater Commission
__ Historic Preservation Commission
__ Human Rights Commission
__ Joyce Park Commission
__ Keokuk Barge Commission
__ Keokuk Housing Authority
__ Municipal Water Works
__ Park & Recreation Advisory Board (Cemetery, Aquatic Center & Verity)
__ Public Library Trustees
__ Rand Park Pavilion Commission
__ Tumulty Park Commission
__ Veterans Memorial Commission

__ Preference #1 Public Library Trustees
__ Preference #2 Park & Recreation Advisory Board
__ Preference #3 Historic Preservation Commission
APPOINTMENT RESUME
BOARDS AND COMMISSIONS

Each board and commission is listed on the reverse side of this form. Please select those for which you would like to be considered but please indicate your preferences at the bottom of the page.

Date of Application

M u l l e n

L i n d e

S v e

M

F

XM

Last Name

First Name

Gender

E m a i l a d d r e s s

L i n d a  s v e 3 9 s m e n s i . c o m

H o m e A d d r e s s

K e v i n

2 6 1 0

R e t i r e d

W o r k A d d r e s s

C i t y

S t a t e

Z i p

C i t y

S t a t e

Z i p

H o m e P h o n e

W o r k P h o n e

Are you presently serving on any other City Board or Commission?  N o

What attributes do you feel you have to offer?  Served over 13 yrs on both.

Why do you want to be involved?

What has been your past involvement?

(Over)

I have been President of the Parent Associates at Emmanuel.

I have been President of the Parent Associates at Emmanuel.
Airport Board of Adjustment
Airport Commission
Airport Zoning Commission
Architectural Design Review Commission
Board of Adjustment
Building & Housing Advisory Board
City Planning Commission
Civil Service Commission
Convention & Tourism Bureau
Depot Commission
Economic Development Corporation
Grand Theater Commission
Historic Preservation Commission
Human Rights Commission
Joyce Park Commission
Keokuk Barge Commission
Keokuk Housing Authority
Municipal Water Works
Park & Recreation Advisory Board (Cemetery, Aquatic Center & Verity)
Public Library Trustees
Rand Park Pavilion Commission
Tumelty Park Commission
Veterans Memorial Commission

Preference #1
Preference #2
Preference #3
APPOINTMENT RESUME

BOARDS AND COMMISSIONS

Each board and commission is listed on the reverse side of this form. Please select those for which you would like to be considered but please indicate your preferences at the bottom of the page.

June 28, 2019

Date of Application

Graham Nancy M F X
Last Name First Name Gender

Nancymgraham@gmail.com
Email address

410 Morgan Street Retired
Home Address Work Address

Keokuk Iowa 52632
City State ZIP City State ZIP

319-795-6364
Home Phone Work Phone

Are you presently serving on any other city board or commission? NO

What attributes do you feel you have to offer? I have been on other boards, Catholic School Board and Birthright Board (held the office as treasurer). I have also been involved with Ladies of Charity and scouting.

Why do you want to be involved? I love everything about our library. The programs that are offered to all age groups are excellent for a town this size. I am excited to see how it will grow even more.

What has been your past involvement? I have made bookmarks as a Girl Scout project, (leader for a brownie group) I have shown a collection in the case, I have done many crafts and attended many programs on travel and such. Enjoy the bingo and of course I check out many books,
CITY BOARDS AND COMMISSIONS

☐ Airport Board of Adjustment
☐ Airport Commission
☐ Airport Zoning Commission
☐ Aquatic Center Commission
☐ Architectural Design Review Commission
☐ Board of Adjustment
☐ Building & Housing Advisory Board
☐ City Planning Commission
☐ Civil Service Commission
☐ Convention and Tourism Bureau
☐ Depot Commission
☐ Economic Development Corporation
☐ Grand Theater Commission
☐ Historic Preservation Comm.
☐ Human Rights Commission
☐ Keokuk Housing Authority
☐ Municipal Water Works
☐ Public Library Trustees
☐ Park & Recreation Advisory Board
☐ Rand Park Pavilion Commission
☐ Joyce Park Commission
☐ Tumulty Park Commission
☐ George M. Verity Commission
☐ Veterans Memorial Commission

Preference #1
Preference #2
Preference #3
APPOINTMENT RESUME

BOARDS AND COMMISSIONS

Each board and commission is listed on the reverse side of this form. Please select those for which you would like to be considered but please indicate your preferences at the bottom of the page.

10/11/19

Date of Application

Custer Drake

Last Name First Name

drakecuster@gmail.com

Email address

1821 Fairlane Street 301 Blondeau Street

Home Address Work Address

Keokuk IA 52632 Keokuk IA 52632

City State Zip City State Zip

(402)217-1271

Home Phone Work Phone

Are you presently serving on any other City Board or Commission?

No.

What attributes do you feel you have to offer?

Years of experience as union representative and workplace rights advocate. English major with journalism experience.

Why do you want to be involved?

To serve community and encourage others to do the same.

What has been your past involvement?

Served on employee interview committee for city last year, various private sector volunteer committees. (Over)
Airport Board of Adjustment
Airport Commission
Airport Zoning Commission
Architectural Design Review Commission
Board of Adjustment
Building & Housing Advisory Board
City Planning Commission
Civil Service Commission
Convention & Tourism Bureau
Depot Commission
Economic Development Corporation
Grand Theater Commission
Historic Preservation Commission
1st Human Rights Commission
Joyce Park Commission
Keokuk Barge Commission
Keokuk Housing Authority
Municipal Water Works
Park & Recreation Advisory Board (Cemetery, Aquatic Center & Verity)
2nd Public Library Trustees
Rand Park Pavilion Commission
Tumelty Park Commission
Veterans Memorial Commission
Preference #1
Preference #2
Preference #3
TO: Mayor and City Council
FROM: Cole S. O’Donnell
DATE: October 15, 2019
RE: Administrator’s Report

1. City Hall: Our architect made his preliminary assessment of Connections Bank. He was able to view the original ceiling over the bank lobby and it is in really good shape. After his review, the architect met with the City Hall Committee and outlined the scope of the project including a timeline. He projects having the construction documents ready for bid by March, 2020. This will coincide well with Connections timeline as they expect to have their new facility completed between March and September of 2020 depending on weather.

2. Brownfield Grant: A teleconference is scheduled for Wednesday of this week with a representative of the property owners. We hope to secure an access agreement or an agreement to obtain a portion of the property in order to move the assessment phase forward. The owners have been reluctant to do anything but release the entire property as is. This is not acceptable, as we would accept some liability for future remediation while releasing the current owners.

3. RAGBRAI Fund Grants: The RAGBRAI Committee saw a substantial net of funds following the event. The statewide RAGBRAI organization encourages local committees to use surpluses for community projects. The Committee has developed an application process for local organizations to apply for grants ranging from $1,000 to $25,000 depending upon merit and available funds. The application will be available soon through the Keokuk Foundation’s website. More information will be available once that application is ready to go.