**AGENDA**
**COUNCIL WORKSHOP**
**June 4, 2020**
**5:30 P.M.**

(1) Update on the new City Hall.

(2) Review council meeting agenda.

**AGENDA**
**CITY COUNCIL MEETING**
**June 4, 2020**
**500 N. 20th Street**
**6:30 P.M.**

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Mayor's Correspondence:

5. Citizen's Request.

6. Consent Agenda.

   - Minutes of the Council Workshop & regular City Council meeting of May 21, 2020;
   - Minutes of the Keokuk Municipal Airport meetings of May 11 & 18, 2020;
   - Minutes of the Civil Service Commission of May 30, 2020 and list of Candidates for the Keokuk Police Department;
   - Resolution approving an Urban Revitalization Tax Exemption for Georgette Galbreath, 1627 Carroll Street, single family dwelling;
   - Cigarette Permits July 1, 2020 – June 30, 2020;
   - Motion to pay bills and transfers listed in Register No.'s 5146-5147;

**Old Business**

7. **Tabled Item:** Resolution directing the closure of the Keokuk Municipal Aquatic Center for the 2020 season and reallocating certain funds.

   (a) Motion to remove from table.

   (b) Consider resolution directing the closure of the Keokuk Municipal Aquatic Center for the 2020 season and reallocating certain funds.

**New Business**

8. Motion to approve initial reading of an ordinance repealing Title 22, Floodplain management of the Code of Ordinances of the City of Keokuk, Iowa and creating a new Title 22, Floodplain Management.

9. Consider resolution setting a public hearing for the sale of City owned real estate located at 811 Exchange Street, pursuant to Iowa Code Chapter 364.7.

10. Consider resolution setting a date for a public hearing on the authorization of a loan agreement and the issuance of not to exceed $ 695,000 Solid Waste Revenue Capital Loan Notes, of Keokuk, Iowa.

11. Consider resolution authorizing purchase of two Heil Automated front loader garbage trucks.

12. Consider resolution accepting resignation of Chuck Pietscher as Water Resource Recovery Superintendent.

13. Consider resolution appointing Water Resource Recovery Facility Superintendent and setting salary.

14. Consider resolution authorizing adjustment in sewer charges related to the filling of swimming pools.

15. Consider resolution authorizing acquisition of surface and overhead avigation easement from JLM Farms pursuant to purchase agreement.

16. Consider resolution authorizing acquisition of surface and overhead avigation easement from Shawn and Michelle Sapp pursuant to purchase agreement.

17. Consider resolution authorizing acquisition of surface and overhead avigation easement from Roger D. and Sharon R. Kokemuller pursuant to purchase agreement.

18. Consider resolution authorizing acquisition of surface and overhead avigation easement from Robert and Jill Gull pursuant to purchase agreement.

19. Consider resolution authorizing application for Federal Assistance.

20. Consider resolution amending Keokuk City Council Resolution No. 76-20 that disposed of municipally owned real property located at 827 Bank Street, Keokuk, Iowa.

21. Consider resolution approving Title VI Non-Discrimination agreement and adopting non-discrimination assurances.

22. Consider resolution for approval and ratification of agreements for reimbursement of police officer training expenses.

23. Consider resolution establishing just compensation value prior to start of negotiations.

24. Motion to approve non-union wage and salaries for fiscal year 2020-2021.

25. Boards & Commissions.

26. Staff Reports:

27. New Business:

28. Adjourn meeting.

**MEETING MINUTES**
**COUNCIL WORKSHOP**
**May 21, 2020**
**5:30pm**

Present in person: Richardson, Altheide, Payne, Andrews, Greenwald, Bryant.
Present by phone: O'Connor, Helenthal.

Absent: Dade, Dunek

Staff present in person: O'Donnell, Ludwig.
Staff present by phone: R. Helenthal, Weis

1) Discussed Wage and Salary policy.

2) Reviewed council meeting agenda.

3) Adjourned at 6:20 p.m.

**MINUTES**
**CITY COUNCIL MEETING**
**May 21, 2020**
**500 N. 20th Street**
**6:30 P.M.**

The City Council of the City of Keokuk met in regular session on May 21, 2020 at 500 N. 20th Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were seven council members present, two absent. Linda Altheide, Ron Payne, Steve Andrews, Michael Greenwald, and Roger Bryant were present in person. John Helenthal, and Mike O'Connor were present by phone. Devon Dade and Susan Dunek were absent. Staff in attendance: City Administrator Cole O'Donnell, and City Clerk Jean Ludwig were present in person. Community Development Director Pam Broomhall , Public Works Director Robert Helenthal, and Bridge, Park, Cemetery and Sanitation Manager Bob Weis were present by phone.

**MAYOR'S CORRESPONDENCE:** Noted City Clerk Jean Ludwig has received certification as an Iowa Municipal Clerk. Encouraged citizens to get out and support local businesses that are starting to re-open. Thanked Cemetery Manager Weis for extra efforts at Oakland Cemetery.

Motion made by Bryant, second by Greenwald to approve the agenda including the consent agenda. (7) AYES, (0) NAYS. Motion carried.

- Minutes of the Council Workshop & regular City Council meeting of May 7, 2020;
- Cash Receipts & Treasurer's Report for April 2020;
- **RESOLUTION NO. 87-20:** Approving a Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street, effective June 7, 2020 – Class A Liquor License with Outdoor Service & Sunday Sales;
- **RESOLUTION NO. 88-20:** Approving a Liquor License for Keokuk Yacht Club, Inc., 2029 River Road, effective June 8, 2020 – Class C Liquor License with Outdoor Service & Sunday Sales:
- Special Events Permit for Keokuk Senior High School for Firework Display for the Graduation Celebration June 27, 2020:
- Sidewalk Display Permit for Angelini's Pizza, 1006-1008 Main Street;
- Motion to pay bills and transfers listed in Register No.'s 5143-5145;

**RESOLUTION NO. 89-20:** "A RESOLUTION AUTHORIZING ADVANCEMENT OF COST FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19." (7AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Altheide to approve the following proposed resolution directing the closure of the Keokuk Municipal Aquatic Center for the 2020 Season and reallocating certain funds. After discussion, Greenwald made a motion to table the resolution, second by Bryant. (7) AYES, (0) NAYS. Motion to table approved.

**RESOLUTION NO. 90-20:** "A RESOLUTION SUPPORTING AN APPLICATION FOR WORKFORCE HOUSING TAX CREDITS." (7) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Altheide to approve a State Revolving Fund Loan Application for the Rand Park Tunnel Project. (7) AYES, (0) NAYS. Motion carried.

**BOARDS & COMMISSIONS:** O'Donnell gave a report of first nomination to the Depot Commission of current member Sandy Seabold, term to expire 06/01/24, current member Mike Hickey, term to expire 06/01/24, and new member John Tweedy, term to expire 06/01/24.

**STAFF REPORTS:** O'Donnell reported on ambulance service in Lee County, Airport Manager, City Hall architect plans. O'Donnell will be out of the office May 22.

There being no further business, Mayor Richardson adjourned the meeting at 6:55 p.m.

Keokuk Municipal Airport Meeting Minutes

The Keokuk Municipal Airport Commission met on May 11, 2020 in the maintenance hangar of the airport at 3:30 PM. Members present were:

Worden X Lawson X McDowell X Michaelsen x Pfaffe x

Also, in attendance was:

Janice Gobble Robert Helenthal

Greg Gobble Doug Bartholomew

Item 1:

Subject: Rent Abatement

Motion: To abate one month rent for Linder Aviation.

Motion by: Pfaffe Second by: Lawson AYES: 5 NAYS: 0

Item 2:

Subject: Month to Month Lease

Motion: To grant month to month lease to Linder Aviation for the large hangar with a two-week termination notice.

Motion by McDowell Second by: Lawson AYES: 5 NAYS: 0

Discussion Items:

Commission supports the idea of purchasing remaining Jet A Fuel and av gas from Linder Aviation as of May 31, 2020 at invoice price. City is to be contacted to ensure that this possible.

Items regarding Interim manager were discussed.

Repairs to hanger were discussed. Greg will send list of needed items.

NDB maintenance options were discussed.

Beaver dams were removed on the 8th.

Adjournment: Seeing no further business, the meeting was adjourned.

Time was: No time recorded.

# Keokuk Municipal Airport Meeting Minutes

The Keokuk Municipal Airport Commission met on May 18, 2020 in the maintenance hangar of the airport at 3:40 PM. Members present were:

Worden _X_ Lawson _X__ McDowell _X__ Michaelsen _X__ Pfaffe _X__

Also in attendance was:

Janice & Greg Gobble Cole O'Donnell Flint Hawes Robert Helenthal

Approval of minutes:

Motion by: _____ Second by:_____ AYES: ____ NAYS:____

Item 1:

Subject: Payment of Bills

Motion: It was moved and seconded that we pay the bills. Unanimous.

_____

_____

Motion by: Bobby_ Second by: Mark AYES: _4___ NAYS:__0__

Discussion Items:

*NDB Inspection. General consensus is to let it expire and put up NOTAM. Maybe should inquire how much to delete it from printed literature.

*Interim Manager - Greg will produce list of duties. City will pay salary at no less than current pay. Also discussed was insurance, benefits, health insurance for interim manager. Cole, Robert and Greg will meet to discuss options. Cole will email results of that meeting to Commission members.

*Re: Minutes of meeting on 5/11/20 Take Doug Bartholomew off attendance and add Flint Hawes

Adjournment: Motion by: Jerry Second by: Bobby Time: 4:30 PM

Civil Service Comm
5-30-2020 @ 11:13am

On this date, 5-30-2020, the Civil Service Commission administered the Civil Service Test to [redacted] applicants.

Passing:
1) Tyler Joseph Gray
2) Patrick Haw
3) Zachary Mullen
4) Jeremy Reichman
5) Juan Torrero, Jr.

We certify this list.
Motion: Chad Campbell
2nd: LeeAnn Shaffer-Smith

Also at this time we rotate the title of Chairperson from Chad Campbell to Lee Ann Shaffer-Smith.
Motion: Chad
2nd: LeeAnn

Brainstormed ideas for a replacement for USA Jeffers.

Motion to adjourn. LeeAnn
2nd Chad

Meeting adjourned 11:26 am.

LeeAnn Shaffer-Smith

Make It Yours
KEOKUK
IOWA
CITY OF KEOKUK

# CITY OF KEOKUK

# CIVIL SERVICE COMMISSION

As a result of entry level Civil Service testing held May 30, 2020 at the Hoerner YMCA, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department.

## IN ALPHABETICAL ORDER

**Tyler J. Gray**

**Patrick Haw**

**Zachary Mullin**

**Jeremy Reichman**

**Juan Tornero, Jr.**

Dated at Keokuk, Iowa this 1st day of June 2020

By Chad Campbell

Keokuk Civil Service Commission

P.O. BOX 400 KEOKUK, IA 52632
PHONE 319-524-2050 • FAX 319-524-1365 • WWW.CITYOFKEOKUK.ORG

**RESOLUTION NO.**

**WHEREAS,** The City Council of the City of Keokuk has adopted provisions for Urban Revitalization Tax Exemption and;

**WHEREAS,** Applications have been submitted;

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

An Urban Revitalization Tax Exemption for the following homeowners be approved:

- Georgette Galbreath – 1627 Carroll Street, single family dwelling

Passed this 4th day of June, 2020.

_____
Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

May 19, 2020

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at **1627 Carroll Street.**

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance

My project is (describe in detail): **Single Family Dwelling**

The estimated cost of the completed project is **$60,000.00** and it will be completed on, **May 2020 .**

The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner–occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: "…..qualified real estate is eligible to receive a one–hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,

Property Owner(s) Signature

# APPLICATION FOR URBAN REVITALIZATION EXEMPTION

Pursuant to the provisions of Iowa Code Chapter 404 and Ordinance 1716 of the City of Keokuk, application is made for an Urban Revitalization Tax Exemption. This application to be filed with the City of Keokuk by February 1, of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation.

Property Owner Name: **Georgette Galbreath**

Property Owner Address: **1627 Carroll Street**

Address of Residential Property Claimed for Exemption: **1627 Carroll Street**

All qualified real estate is eligible to receive a one–hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
   **Single family dwelling**
2. If applicable, describe in detail the reconstruction of existing buildings or structures:

3. Was prior approval given by the City Council for this exemption?
   **Yes:** ☐ **(by Res. No. _____)** **No:** ☒

4. Estimated costs of the improvements? **$60,000.00**

5. Estimated or actual date of completion? May, 2020

6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application and all attached supporting documents are true, correct and complete.

Georgette Galbreath — Signature of Applicant

Property Owner — Title

5/25/2020 — Date

---

***FOR ASSESSOR USE ONLY***

I have examined this application for urban revitalization tax exemption and hereby certify $_____ of the 20___ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

# CIGARETTE PERMITS 2020-2021

Steam Demons
419 Main Street

Keokuk Spirits
1013 Main Street

MOD Convenience Store
3345 Main Street

Dollar General
300 Main Street

Casey's General Store #2636
3530 Main Street

Murphy Oil USA
3450 Main Street

Wal-Mart
300 North Park Drive

Walgreen's
1215 Main Street

Hy-Vee Gas
3001 Main Street

Hy-Vee Foods-
3111 Main Street

Casey's General Store #2595
326 Main Street

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JUNE 4, 2020.

**REGISTER NO. 5146**

| | | | |
|---|---|---|---|
| AMI PIPE & SUPPLY | SUPPLIES | $ | 209.85 |
| BARCO MUNICIPAL PRODUCTS, INC. | SIGNS/FREIGHT | $ | 567.10 |
| BEARING HEADQUARTERS CO. | PARTS | $ | 492.82 |
| GATE CITY PUBLISHING | PUBLICATIONS | $ | 510.58 |
| JIM BAIER, INC | PARTS | $ | 96.48 |
| RIVER CITY PARTS, INC. | PARTS | $ | 272.86 |
| LAWSON PRODUCTS, INC. | SUPPLIES | $ | 1,737.00 |
| J & S ELECTRONICS BUSINESS,INC | MAINTENANCE AGREEMENT | $ | 82.86 |
| KONE INC. | LABOR/MATERIALS | $ | 1,692.74 |
| S. J. SMITH WELDING SUPPLY | TANK RENTAL | $ | 187.79 |
| IDEAL READY MIX COMPANY, INC | CONCRETE | $ | 591.75 |
| KEYSTONE LABORATORIES, INC. | TEST SAMPLES | $ | 200.00 |
| MEYERS DRIVEWAY & SEPTIC TANK | PAY #2 WINDSOR HEIGHTS LIFT | $ | 250,000.00 |
| TASKE FORCE, INC. | TEMPORARY HELP | $ | 2,400.00 |
| BAKER & TAYLOR BOOKS | BOOKS KEOKUK PUBLIC LIBRARY | $ | 995.58 |
| ALLIANT | ELECTRIC BILL | $ | 5,230.51 |
| GREAT RIVER REGIONAL WASTE | INTEGRATED WASTE | $ | 281.66 |
| LINDNER AVIATION, INC. | AIRPORT MOWING/MAINT | $ | 446.97 |
| G WORKS | SOFTWARE/SUPPORT | $ | 2,443.75 |
| LAW ENFORCEMENT TARGETS, INC | POLICE DEPT SUPPLIES | $ | 463.20 |
| MEYERS PLUMBING | LABOR/MATERIAL | $ | 323.00 |
| RESERVE ACCOUNT | REFILL POSTAGE | $ | 350.00 |
| KEOKUK CONTRACTORS, INC | HAULING | $ | 1,480.00 |
| GOODYEAR AUTO SERVICE CENTER | TIRES | $ | 64.95 |
| GATE CITY SEED COMPANY | PARK DEPT SUPPILES | $ | 15.99 |
| HUFFMAN MACHINE & WELDING, INC | SUPPLIES/PARTS | $ | 113.96 |
| PER MAR SECURITY SERVICES | SECURITY MONITORING | $ | 3,278.48 |
| NBS CALIBRATIONS | LAB SUPPLIES @ WPC | $ | 314.00 |
| ORIENTAL TRADING COMPANY, INC. | LIBRARY SUPPLIES | $ | 422.02 |
| IOWA PRISON INDUSTRIES | SIGNS/FREIGHT | $ | 68.25 |
| U.S. CELLULAR | CELL PHONE SERVICE | $ | 565.15 |
| TERMINAL SUPPLY CO. | PARTS/FREIGHT | $ | 163.06 |
| RON SYMMONDS | TOOL ALLOWANCE | $ | 739.77 |
| JAMES K. NEFF | LABOR/MATERIALS | $ | 2,849.52 |
| KEOKUK FARM & HOME SUPPLY | SUPPLIES | $ | 1,184.95 |
| WISS & WISS EQUIPMENT INC. | PARTS | $ | 239.96 |
| WAL-MART COMMUNITY/GECRB | LIBRARY SUPPLIES | $ | 125.76 |
| TOTAL SOLUTIONS, INC. | IT ENG PASSTHRU | $ | 378.04 |
| SNAP-ON TOOLS | PARTS | $ | 205.28 |
| SYNCB/AMAZON | LIBRARY SUPPLIES | $ | 39.97 |
| EMC NATIONAL LIFE COMPANY | INSURANCE PREMIUM | $ | 1,198.83 |
| MEDIACOM | SERVICE | $ | 68.99 |
| LCL FARMS INC. | BIO SOLID TRUCKING/SPREADING | $ | 17,000.00 |

**REGISTER NO. 5147**

| | | | |
|---|---|---|---|
| IMI EQUIPMENT, LLC | PARTS | $ | 11.73 |
| PROFLOW PUMPING SOLUTIONS | WPC PARTS/MATERIALS/FREIGHT | $ | 5,204.23 |
| NARTEC, INC. | TESTING MATERIALS POLICE DEPT | $ | 99.35 |
| QC ANALYTICAL SERVICES, LLC | BIOSOLID TESTING | $ | 455.00 |
| SHIELD TECHNOLOGY CORPORATION | ANNUAL SUPPORT SOFTWARE | $ | 3,352.50 |
| GALLS,LLC-CARPENTER UNIFORMS | POLICE DEPT SUPPLIES | $ | 1,639.01 |
| EMERGENCY APPARATUS | FIRE TRUCK SERVICE/PARTS | $ | 18,573.63 |
| CARD SERVICES | LIBRARY SUPPLIES | $ | 51.23 |
| SEITHER & CHERRY CO. | LABOR/EQUIPMENT @ WPC | $ | 276.50 |
| MACQUEEN EQUIPMENT, INC. | PARTS | $ | 650.79 |
| TWO RIVERS VETERINARY CENTER | ANIMAL SERVICES | $ | 232.97 |
| MIDWAY FREIGHTLINER, INC. | BUCKET/RAIL TRUCK | $ | 72,500.00 |
| WEST CENTRAL FS INC. | BULK OIL | $ | 1,465.40 |
| INTERSTATE BATTERIES OF | BATTERIES | $ | 241.90 |
| VERIZON WIRELESS | CELL PHONE SERVICE | $ | 137.49 |
| WINDSTREAM | SERVICE | $ | 686.31 |
| STEVE CELANIA | REIMBURSE DEPOT CHARGES | $ | 322.79 |
| OVERDRIVE, INC. | LIBRARY BOOKS | $ | 4,808.65 |
| LIBERTY UTILITIES MIDSTATES | SERVICE | $ | 1,094.16 |
| ACTERRA GROUP, INC. | LABOR/TRAVEL @ AIRPORT | $ | 783.18 |
| DIANNE STANLEY | MONTHLY MANAGER FEE @ GRAND | $ | 442.25 |
| KIMBALL MIDWEST | PARTS | $ | 365.54 |
| MID COUNTRY MACHINERY, INC. | SUPPLIES/FREIGHT | $ | 495.22 |
| KIESLER'S POLICE SUPPLY, INC. | POLICE DEPT SUPPLIES | $ | 2,943.84 |
| SOUTHEAST IOWA GARAGE DOOR | LABOR/MATERIALS BRIDGE BUILDING | $ | 169.90 |
| VISA | CARD SERVICES | $ | 3,760.76 |
| ZONES INC | FIREWALL LICENSE | $ | 245.97 |
| KEOKUK BROADCASTING, INC. | ADVERTISING | $ | 300.00 |
| KILBURG EQUIPMENT LLC | PARTS/FREIGHT | $ | 1,823.76 |
| JOHNSON CONTROLS SECURITY | ANNUAL SERVICE CHARGE @ VERITY | $ | 1,352.26 |
| JAMES F. DENNIS LAW FIRM | PROFESSIONAL SERVICES | $ | 6,047.50 |
| JOSEPH FIERCE | GRAND THEATER JANITORIAL | $ | 306.00 |
| STEVEN R LONG | CITY HALL JANITORIAL SERVICE | $ | 300.00 |
| JEREMIAH BOLLIN | MOWING VARIOUS PROPERTIES | $ | 2,080.00 |
| SCHICKEDANZ CONSTRUCTION | FINAL PAY/RETAINAGE SEIDC | $ | 157,823.06 |
| SANDRA SEABOLD | REIMBURSE DEPOT PURCHASE | $ | 33.00 |
| IOWA ONE CALL | ONCE CALL CHARGES | $ | 168.60 |
| HORIZON ARCHITECTURE | DESIGN SERVICES | $ | 7,680.00 |
| SHAWN SAPP AND MICHELLE SAPP | EASEMENT PARCEL 25 | $ | 2,000.00 |
| TRI-MOR K9 | POLICE DEPT SUPPLIES/MATERIALS | $ | 99.00 |
| ALARM SYSTEMS, INC | LABOR/MATERIALS @ LIBRARY | $ | 8,551.80 |
| KAT COOK | REIMBURSE LIBRARY SUPPLIES | $ | 107.00 |
| ROGER D. KOKEMULLER AND | EASEMENT OF PARCEL #30 | $ | 2,700.00 |
| IOWA FINANCE AUTHORITY | LOAN SERVICES | $ | 742,526.77 |
| | | $ | 1,355,002.48 |

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: 2020 Aquatic Center Operation  Agenda Item: _____

Description:

See attached memo and other information.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

The Parks Commission is recommending that the 2020 season for the aquatic center be canceled and that certain appropriations in the FY 20/21 budget be reallocated to maintenance and repair of the facility. Staff concurs with this recommendation.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**RESOLUTION DIRECTING THE CLOSURE OF THE KEOKUK MUNICIPAL AQUATIC CENTER FOR THE 2020 SEASON AND REALLOCATING CERTAIN FUNDS**

**WHEREAS,** the City of Keokuk, Iowa operates an aquatic center open to the general public; and

**WHEREAS,** operation of the aquatic center is dependent upon the hiring of seasonal help; and

**WHEREAS,** the restrictions on gatherings and social contact due to the COVID-19 pandemic threaten to delay and severely shorten the 2020 aquatic center season; and

**WHEREAS,** restrictions due to the COVID-19 pandemic has reduced the number of available seasonal employees below the number necessary to operate the aquatic center; and

**WHEREAS,** the expense of operating the aquatic center on a shortened season is in excess of the benefit.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that the 2020 season for the Keokuk Municipal Aquatic Center is hereby canceled.

**BE IT FURTHER RESOLVED,** operational funds in excess of those necessary to start the 2021 season of the Keokuk Municipal Aquatic Center be re-appropriated for certain maintenance and repairs of the Keokuk Municipal Aquatic Center.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Mayor Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

TO: Mayor and Council

CC: Robert Helenthal
Bob Weis

FROM: Cole S. O'Donnell

DATE: June 1, 2020

RE: 2020 Aquatic Center Season

At the time of writing this memo, Governor Reynolds has only allowed public pools to open for lap swims and lessons. There is no indication of when or if she will allow pools to open for recreational swimming.

The developments since our last meeting:

- Pool Manager Estrada will be out on medical leave for 2-3 weeks in June and on medical restrictions after that which would inhibit her from performing some duties.
- The adult assistant manager has informed us that she will not be returning for the 2020 season due to the uncertainty of opening and possible shortened season.
- Pool chemicals lose their effectiveness when stored for long periods of time. If we ordered chemicals now and did not open, we would need more chemicals next spring to receive the same effect.
- Delivery time for chemicals is three weeks. If we were to receive the go-ahead June 4th, the delivery date is most likely be around June 29. Set up is 1-2 weeks, this would give us a mid-July opening.

We still have a staffing problem. There has been a couple of inquiries by persons with lifeguard certifications, but without a hard-opening date staff cannot be sure that we will adequate personnel.

We received a summary of CDC guidelines for the opening of pools. Requirements include:

- Installation of plexiglass barriers in the pool house and concession stand.
- Have hand sanitizer, masks and disinfection wipes available to all patrons.
- Have dedicated staff to monitor social distancing. Do not use lifeguards for this task.
- Sanitize equipment regularly such as, slides, ladders, restrooms, deck chairs, picnic tables.
- Maintain 6-foot distance between pool staff (in bathhouse, concession stand). Maintain 6-foot distance between patrons.
- Staff members under the age of 17 are restricted on the cleaning chemicals that they may use (no bleach).

Staff believes that these guidelines will require additional staff, increasing expenses. Additionally, we can assume that if given the okay to open that capacity will be limited to 50% further reducing revenues.

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

An informal poll was taken of cities on where they stand on opening. Eighty-seven cities, including Keokuk, responded. Of those, 45 will not open, 22 will open (either on current limitations or when allowed full opening), and 20 are waiting and seeing (including Keokuk).

Given the information presented, staff concurs with the Park Commission's recommendation that the 2020 Aquatic Center season be cancelled and that certain operational funds be used for maintenance and repairs at the facility.

| Community Pools | Population | No | Yes | Undecided | Notes |
|---|---|---|---|---|---|
| Algona | 5560 | | 1 | | working toward opening june 15 for lap swim and lessons. Low on lifeguards so unlikely to fully open if allowed |
| Ames | 67154 | 1 | | | |
| Atlantic | 6577 | 1 | | | |
| Bancroft | 732 | | 1 | | open june 8 lap swim and swimming lessons |
| Belle Plain | 2443 | 1 | | | |
| Bettendorf | 36543 | 1 | | | |
| Bloomfield | 2640 | | 1 | | open for lap swim nd lessons but no general public |
| Boone | 12470 | 1 | | | |
| Breda | 475 | | 1 | | Planning on as soon as allowed |
| Carlisle | 4282 | 1 | | | |
| Carroll | 9812 | | 1 | | open for laps and lessons |
| Cedar Rapids | 133174 | 1 | | | |
| Centerville | 5528 | 1 | | | |
| Chariton | 4172 | 1 | | | |
| Charles City | 7369 | 1 | | | |
| Cherokee | 4900 | | 1 | | Pool is filled and will start lessons and lap swim June 8 |
| Clear Lake | 7578 | 1 | | | |
| Clinton | 25184 | 1 | | | |
| Clive | 17097 | 1 | | | |
| Coon Rapids | 1246 | 1 | | | |
| Corning | 1447 | 1 | | | |
| Corydon | 1587 | 1 | | | too expensive to clean and not enough staff to do it. |
| Creston | 7788 | 1 | | | |
| Davenport | 102085 | 1 | | | |
| Dewitt | 5310 | | | 1 | we can wait for a decision from State the until June 15 for a late open date of around July 1. |
| Eldora | 2732 | | | 1 | Recommendation from park and rec to not open. Council to decide on June 9 |
| Fort Dodge | 24098 | | 1 | | |
| Fort Madison | 10468 | 1 | | | |
| Furman Acquatics Center Ames, IA | | 1 | | | |
| Garner | 2922 | | 1 | | Will start lessons, aerobics, and lap swim on June 7 - Still working on details but shooting for no more than 10 people unless restrictions change |
| Glenwood | 5316 | | | 1 | |
| Glidden | 1103 | 1 | | | |
| Guthrie Center | 1501 | | 1 | | Going to try to open if they allow general swimming and not just laps and lessons |
| Guttenberg | 1811 | | 1 | | Open for laps and lessons on June 15 and swim lessons on June 18 - 15 person limit unless more restrictions are lifted. |
| Hawarden | 2486 | 1 | | | |
| Holstein | 1369 | | | 1 | June 1 Decision |
| Hubbard | 840 | 1 | | | |
| Hull | 2307 | | 1 | | The City of Hull is moving forward and planning to open the pool June 1 |
| Independence | 6073 | | 1 | | open as soon as permitted based on current expectations. Target date is June 15. If cannot be open by July 1 we will not open this season. |
| Iowa City | 76290 | 1 | | | |
| Ireton | 609 | | 1 | | Lap swim and lessons |
| Keokuk | 10274 | | | 1 | tabled until June 6 |

| | | | | | |
|---|---|---|---|---|---|
| Keosauqua | 906 | | | 1 | Have some repairs to make first and hope to know more by mid-June |
| Lake City | 1657 | 1 | | | |
| Laurens | 1258 | | | 1 | |
| Leon | 1831 | 1 | | | |
| Logan | 1431 | | | 1 | |
| Malvern | 1099 | | | 1 | |
| Manchester | 4982 | | | 1 | open swim undecided. Hoping to open July 1 dependent upon restrictins in place at that time. Start lap swim and swim lessons June 15 |
| Manly | 1288 | 1 | | | |
| Manning | 1425 | | 1 | | Open as soon as allowed |
| Marcus | 1117 | | | 1 | June 1 Decision |
| Marion | 39979 | 1 | | | |
| Mason City | 27944 | 1 | | | |
| Melbourne | 811 | | | 1 | Hoping to be able to open at some point this summer for our kids |
| Missouri Valley | 2633 | | | 1 | |
| Monticello | 3786 | | 1 | | Opening for swimming lessons, lap swim, and may reconsider public swimming if and when seems doable with restrictions. |
| Moville | 1610 | 1 | | | |
| Muscatine | 23817 | 1 | | | |
| Neola | 869 | 1 | | | |
| Newell | 859 | 1 | | | |
| Nora Springs | 1359 | 1 | | | |
| Norwalk | 11517 | | 1 | | Planning to open around July 1 |
| Oakland | 1527 | 1 | | | |
| Odebolt | 946 | | 1 | | they are preparing as if they will open. |
| Oelwein | 5942 | 1 | | | |
| Osceola | 5193 | 1 | | | |
| Pocahontas | 1663 | 1 | | | |
| Remsen | 540 | | | 1 | |
| Rockwell City | 2096 | | | 1 | |
| Rolfe | 540 | | | 1 | |
| Rolfe | 540 | | 1 | | Open depending what governor says in mid-June.  Have not filled the pool yet |
| Ruthven | 684 | | 1 | | |
| Schaller | 726 | | | 1 | Pool is filled - might have an issue with enough guards |
| Scott County Park Pool | | 1 | | | |
| Sergeant Bluff | 4913 | 1 | | | Council voted not to open for public swimming but reserved the ability at a later date to do swim lessons or scheduled parties |
| Sheffield | 1113 | | | 1 | If we can open by July 1st without any major restrictions or requirements, we will…otherwise we won't. |
| Sioux Center | 7048 | | 1 | | intent to do whatever we can to have the pools open yet this summer. We of course are waiting for more guidance on what that might look like |
| Sioux City | 82396 | 1 | | | |
| Story City | 3370 | 1 | | | |
| Wall Lake | 760 | | | 1 | Leaning toward opening |
| Washington | 7266 | | 1 | | Making active preparations to open |
| Waukon | 3683 | 1 | | | |
| Webster City | 7693 | | | 1 | Have started cleaning/maintenance to be prepared if the decision is made to open |
| Wellsburg | 692 | | 1 | | Currently filling the pool. Plan to start lessons and lifeguard classes |

| | | | | | |
|---|---|---|---|---|---|
| Williamsburg | 3149 | | | | |
| Winterset | 5318 | 1 | | | |
| Roland | 1284 | 1 | | | New pool under construction |
| | | 45 | 22 | 20 | |

# COUNCIL ACTION FORM

Date: April 30, 2020

Presented By: Broomhall

Subject: Revision Floodplain management ordinance Agenda Item: _____

Description:

As some of you may be aware the process to revise the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) has been ongoing for sometime. Flood hazards were analyzed for 396 miles of approximate riverine and 45 miles of detailed riverine floodplains in Lee County, the base map was updated to 2010 orthophotography and incorporated digital topographic data.

Also Iowa model ordinance was revised to align with current State and FEMA requirements, the proposed Floodplain ordinance is based on the Iowa model ordinance.

Communities (i.e., local governments) decide to participate in the NFIP, which enables property owners to purchase insurance protection against losses from flooding. Specifically, communities that agree to manage flood hazard areas by adopting minimum regulatory standards may participate in the NFIP. These standards are listed in Section 60.3 of the NFIP regulations. Section 60.3 and other portions of the NFIP regulations may be accessed through the Guidance Documents and Other Published Resources page on the FEMA Website.

If a community chooses not to participate in the NFIP, property owners in that jurisdiction are not able to purchase federally backed flood insurance. In addition, federal grants, loans, disaster assistance and federal mortgage insurance are unavailable for the acquisition or construction of structures in the floodplain shown on the NFIP maps.

If a community chooses not to participate in the NFIP, property owners are not subject to the federal flood insurance purchase requirements. However, a lender is still required to inspect the effective NFIP flood maps to determine and provide notice of flood hazards and risks. A lender may require a borrower to obtain flood insurance even in the absence of a federal requirement.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
| --- | --- |
| Revision ordinance | 04/21/2011 |
| | |

Recommendation:

Approve 1st reading of revised ordinance.

Required Action

ORDINANCE ☑ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**Ordinance No.**

**AN ORDINANCE REPEALING TITLE 22, FLOODPLAIN MANAGEMENT OF THE CODE OF ORDINANCES OF THE CITY OF KEOKUK, IOWA AND CREATING A NEW TITLE 22, FLOODPLAIN MANAGEMENT**

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

**SECTION 1**: The Keokuk Municipal Code is hereby amended by repealing Title 22, Floodplain Management and creating a new Title 22, Floodplain Management to read as follows:

# Title 22

# FLOODPLAIN MANAGEMENT

## Chapters:


**22.04 Definitions**
**22.08 Statutory Authority**
**22.12 Findings of Fact**
**22.16 Purpose**
**22.20 General Provisions**
**22.24 Administration**
**22.28 Establishment of Zoning (Overlay) Districts**
**22.32 Floodway (Overlay) District (FW)**
**22.36 Floodway Fringe (Overlay) District (FF)**
**22.40 General Floodplain (Overlay) District (GF)**
**22.44 Reserved**
**22.48 Appointment and Duties of Board of Adjustment**
**22.52 Nonconforming Uses**
**22.56 Penalties for Violation**
**22.60 Amendments**


## Chapter 22.04

## DEFINITIONS

Sections:


**22.04.010 Appurtenant structure.**
**22.04.020 Base flood.**
**22.04.030 Base flood elevation (BFE).**
**22.04.040 Basement.**
**22.04.050 Development.**
**22.04.060 Enclosed area below lowest floor.**
**22.04.070 Existing construction.**

**22.04.080 Existing factory-built home park or subdivision.**
**22.04.090 Expansion of existing factory-built home park or subdivision.**
**22.04.100 Factory-built home.**
**22.04.110 Factory-built home park or subdivision.**
**22.04.120 Five Hundred (500) Year Flood.**
**22.04.130 Flood.**
**22.04.140 Flood insurance rate map (FIRM).**
**22.04.150 Flood insurance study (FIS).**
**22.04.160 Floodplain.**
**22.04.170 Floodplain management.**
**22.04.180 Floodproofing.**
**22.04.190 Floodway.**
**22.04.200 Floodway fringe.**
**22.04.210 Highest adjacent grade.**
**22.04.220 Historic structure.**
**22.04.230 Lowest floor.**
**22.04.040 Maximum damage potential development**
**22.04.250 Minor projects.**
**22.04.260 New construction.**
**22.04.270 New factory-built home park or subdivision**
**22.04.280 Recreational vehicles.**
**22.04.290 Routine maintenance of existing buildings and facilities.**
**22.04.300 Special flood hazard area (SFHA).**
**22.04.310 Start of construction.**
**22.04.320 Structure.**
**22.04.330 Substantial damage.**
**22.04.340 Substantial improvement.**
**22.04.350 Variance.**
**22.04.360 Violation.**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

**22.04.010 APPURTENANT STRUCTURE.** A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

**22.04.020 BASE FLOOD.** The flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").

**22.04.030 BASE FLOOD ELEVATION (BFE).** The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

**22.04.040 BASEMENT.** Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

**22.04.050 DEVELOPMENT.** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

**22.04.060 ENCLOSED AREA BELOW LOWEST FLOOR.** The floor of the lowest enclosed area in a building when all the following criteria are met:

a. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section 22.36.020 (D)(1) of this Ordinance, and

b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
d. The enclosed area is not a "basement" as defined in this section.

**22.04.070 EXISTING CONSTRUCTION.** Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

**22.04.080 EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION.** A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

**22.04.090 EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION.** The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**22.04.100 FACTORY-BUILT HOME.** Any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

**22.04.110 FACTORY-BUILT HOME PARK OR SUBDIVISION**. A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

**22.04.120 FIVE HUNDRED (500) YEAR FLOOD**. A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.

**22.04.130 FLOOD**. A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

**22.04.140 FLOOD INSURANCE RATE MAP (FIRM).** The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

**22.04.150 FLOOD INSURANCE STUDY (FIS).** A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

**22.04.160 FLOODPLAIN.** Any land area susceptible to being inundated by water as a result of a flood.

**22.04.170 FLOODPLAIN MANAGEMENT**. An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

**22.04.180 FLOODPROOFING.** Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

**22.04.190 FLOODWAY.** The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood

flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

**22.04.200 FLOODWAY FRINGE.** Those portions of the Special Flood Hazard Area outside the floodway.

**22.04.210 HIGHEST ADJACENT GRADE**. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure

**22.04.220 HISTORIC STRUCTURE.** Any structure that is:

a. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

**22.04.230 LOWEST FLOOR.** The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

**22.04.240 MAXIMUM DAMAGE POTENTIAL DEVELOPMENT**. Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

**22.04.250 MINOR PROJECTS**. Small development activities (except for filling, grading and excavating) valued at less than $500.

**22.04.260 NEW CONSTRUCTION.** (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

**22.04.270 NEW FACTORY-BUILT HOME PARK OR SUBDIVISION.** A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.

**22.04.280 RECREATIONAL VEHICLE.** A vehicle which is:

a. Built on a single chassis;
b. Four hundred (400) square feet or less when measured at the largest horizontal projection;
c. Designed to be self-propelled or permanently towable by a light duty truck; and
d. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

**22.04.290 ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES**. Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

a. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
b. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
c. Basement sealing;
d. Repairing or replacing damaged or broken window panes;

e. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

**22.04.300 SPECIAL FLOOD HAZARD AREA (SFHA).** The land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

**22.04.310 START OF CONSTRUCTION.** Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

**22.04.320 STRUCTURE.** Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.

**22.04.330 SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

**22.04.340 SUBSTANTIAL IMPROVEMENT**. Any improvement to a structure which satisfies either of the following criteria:

a. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the improvement , or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

   The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".
b. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

**22.04.350 VARIANCE.** A grant of relief by a community from the terms of the floodplain management regulations.

**22.04.360 VIOLATION.** The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

**Chapter 22.08**

**STATUTORY AUTHORITY**

**Sections:**

**22.08.010 Statutory Authority.**

**22.08.010 Statutory Authority.**

The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

## Chapter 22.12

## FINDINGS OF FACT

**Sections:**

**22.12.010 Flood losses.**
**22.12.120 General causes of flood losses.**
**22.12.120 Methods to analyze flood hazards.**

**22.12.010 Flood losses.**

The flood hazard areas of the City of Keokuk are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.

**22.12.120 General causes of flood losses.**

These flood losses, hazards, and related adverse effects are caused by:

(1) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and

(2) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.

**22.12.130 Methods to analyze flood hazards.**

This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.

## Chapter 22.16

## STATEMENT OF PURPOSE

**Sections:**

**22.16.010 Statement of Purpose.**

**22.16.010 Statement of Purpose.**

It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of the City of Keokuk and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in Section 22.12.010 of this Ordinance with provisions designed to:

1 Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.

2 Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.

3 Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.

4 Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
5 Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

**Chapter 22.20**

**GENERAL PROVISIONS**

**Sections:**

**22.20.010 Lands to which title applies.**
**22.20.020 Establishment of Official Floodplain Zoning Map**
**22.20.030 Rules for Interpretation of District Boundaries**
**22.20.040 Compliance.**
**22.20.050 Abrogation and greater restrictions.**
**22.20.060 Interpretation.**
**22.20.070 Warning and disclaimer of liability.**
**22.20.080 Severability.**

### 22.20.010 Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City of Keokuk shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, General Floodplain and Shallow Flooding (Overlay) Districts, as established in Section 22.28.010.

### 22.20.020 Establishment of Official Floodplain Zoning Map

The Flood Insurance Rate Map (FIRM) for Lee County and Incorporated Areas, City of Keokuk, Panels 19111C0408D, 409D, 415D, 416D, 417D, 418D, 419D, 436D, and 438D, dated July 22, 2020, which were prepared as part of the Flood Insurance Study for Lee County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.

### 22.20.030 Rules for Interpretation of District Boundaries

The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Building Official shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Building Official in the enforcement or administration of this Ordinance.

### 22.20.040 Compliance

No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

### 22.20.050 Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

### 22.20.060 Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

### 22.20.070 Warning and Disclaimer of Liability

The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood

damages. This Ordinance shall not create liability on the part of the City of Keokuk or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

**22.20.080 Severability**

If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

**Chapter 22.24**

**ADMINISTRATION**

**Sections:**

**22.24.010 Appointment, Duties and Responsibilities of Local Official**
**22.24.020 Floodplain Development Permit**

**22.24.010 Appointment, Duties and Responsibilities of Local Official**

A. The Building Official is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
B. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
   1) Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
   2) Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
   3) Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation to which new or substantially improved structures have been floodproofed.
   4) Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
   5) Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.
   6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
   7) Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.
   8) Review subdivision proposals to ensure such proposals are consistent with the purpose of this ordinance and advise the Keokuk City Planning Commission of potential conflict.
   9) Maintain the accuracy of the community's Flood Insurance Rate Maps when;
      a. Development placed within the Floodway (Overlay) District results in any of the following:
         (i) An increase in the Base Flood Elevations, or
         (ii) Alteration to the floodway boundary
      b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
      c. Development relocates or alters the channel.

      Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

   10) Perform site inspections to ensure compliance with the standards of this Ordinance.

11) Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

**22.24.020 Floodplain Development Permit**

A. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations), including the placement of factory-built homes.

B. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:
   1) Description of the work to be covered by the permit for which application is to be made.
   2) Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
   3) Location and dimensions of all structures and additions
   4) Indication of the use or occupancy for which the proposed work is intended.
   5) Elevation of the base flood.
   6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of structures or of the level to which a structure is to be floodproofed.
   7) For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
   8) Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.

C. Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.

D. Construction and Use to be as Provided in Application and Plans - Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

**Chapter 22.28**

**ESTABLISHMENT OF ZONING (OVERLAY) DISTRICTS**

**Sections:**

**22.28.010 Establishment of zoning (Overlay) districts**

**22.28.010 Establishment of zoning (Overlay) districts**

The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

1. Floodway (Overlay) District (FW) - those areas identified as Floodway on the Official Floodplain Zoning Map;
2. Floodway Fringe (Overlay) District (FF) - those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as Floodway;
3. General Floodplain (Overlay) District (GF) - those areas identified as Zone A on the Official Floodplain Zoning Map, and;

The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as Permitted Uses are prohibited unless a variance to the terms of this ordinance is granted after due consideration by the Board of Adjustment.

## Chapter 22.32

## FLOODWAY (OVERLAY) DISTRICT (FW)

**Sections:**
**22.32.010 Permitted uses**
**22.32.020 Performance Standards**

### 22.32.010 Permitted Uses

All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.

### 22.32.020 Performance Standards

All Floodway District uses allowed as a Permitted Use shall meet the following standards.

A. No development shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
B. All development within the Floodway District shall:
    1) Be consistent with the need to minimize flood damage.
    2) Use construction methods and practices that will minimize flood damage.
    3) Use construction materials and utility equipment that are resistant to flood damage.

C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
D. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
E. Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.
F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

## Chapter 22.36

## FLOODWAY FRINGE (OVERLAY) DISTRICT FF

**Sections:**

**22.36.010 Permitted uses.**
**22.36.020 Performance standards.**

**22.36.010 Permitted Uses**

All development within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.

**22.36.020 Performance Standards**

All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

A. All development shall:
   1) Be designed and adequately anchored to prevent flotation, collapse or lateral movement.
   2) Use construction methods and practices that will minimize flood damage.
   3) Use construction materials and utility equipment that are resistant to flood damage.

B. Residential structures - All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

   All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

C. Non-residential structures - All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator.

D. All new and substantially improved structures
   1) Fully enclosed areas below the “lowest floor” (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
      a. A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
      b. The bottom of all openings shall be no higher than one foot above grade.
      c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

      Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

2) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3) New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to a minimum of one (1) foot above the base flood elevation.

E. Factory-built homes
1) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the base flood elevation.
2) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

F. Utility and Sanitary Systems
1) On-site wastewater disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the base flood elevation.
3) New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the base flood elevation.
4) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the base flood elevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.

H. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.

I. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.

J. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include base flood elevation data for those areas located within the Floodway Fringe (Overlay) District.

K. Accessory Structures to Residential Uses
1) Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied:
    a. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the BFE must be constructed of flood-resistant materials.
    b. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
d. The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement which may result in damage to other structures.
e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
f. The structure's walls shall include openings that satisfy the provisions of Section 22.36.020 (D)(1) of this Ordinance.

2) Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

L. Recreational Vehicles
1) Recreational vehicles are exempt from the requirements of Section 22.36.020 (E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:
a. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

2) Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Section 22.36.020(E) of this Ordinance regarding anchoring and elevation of factory-built homes.

M. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

N. Maximum Damage Potential Development - All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

**Chapter 22.40**

**GENERAL FLOODPLAIN (OVERLAY) DISTRICT (GF)**

**Sections:**

**20.40.010 Permitted uses**
**20.40.020 Performance standards**

**22.40.010 Permitted Uses**

A. All development within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.

B. Any development which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

C. Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:
   1) The bridge or culvert is located on a stream that drains less than two (2) square miles, and
   2) The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

**22.40.020 Performance Standards**

A. All development, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District Chapter 22.32.
B. All development, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District Chapter 22.36.

**Chapter 22.44**

**RESERVED**

**Chapter 22.48**

**APPOINTMENT AND DUTIES OF BOARD OF ADJUSTMENT**

**Sections:**

**22.48.010 Appointment and duties of board of adjustment.**

**22.48.010 Appointment and duties of board of adjustment.**

1. Appointment and Duties of Board of Adjustment - A Board of Adjustment is hereby established which shall hear and decide (i) appeals and (ii) requests for variances to the provisions of this ordinance, and shall take any other action which is required of the Board.
2. Appeals - Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.
3. Variance - The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards:
   A. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
   B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
   C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
   D. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage and (ii) such construction increases risks to life and property.

E. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

4. Hearings and Decisions of the Board of Adjustment
   A. Hearings. Upon the filing with the Board of Adjustment of an Appeal or a request for a Variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.
   B. Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in Section 22.48.010 (4)(B)(2) applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
      a. The danger to life and property due to increased flood heights or velocities caused by encroachments.
      b. The danger that materials may be swept on to other land or downstream to the injury of others.
      c. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
      d. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
      e. The importance of the services provided by the proposed facility to the City.
      f. The requirements of the facility for a floodplain location.
      g. The availability of alternative locations not subject to flooding for the proposed use.
      h. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
      i. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
      j. The safety of access to the property in times of flood for ordinary and emergency vehicles.
      k. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
      l. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
      m. Such other factors which are relevant to the purpose of this Ordinance.

   2) Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
      a. Modification of waste disposal and water supply facilities.
      b. Limitation of periods of use and operation.
      c. Imposition of operational controls, sureties, and deed restrictions.
      d. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
      e. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

5. Appeals to the Court - Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in

whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

**Chapter 22.52**

**NONCONFORMING USES**

**Sections:**

**22.52.010 Nonconforming Uses.**

**22.52.010 Nonconforming Uses.**

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
   A. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
   B. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
   C. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.
2. Except as provided in Section 22.52.010 (1)(B), any use which has been permitted as a Variance shall be considered a conforming use.

**Chapter 22.56**

**PENALTIES FOR VIOLATION**

**Sections:**

**22.56.010 Penalties for Violation.**

**22.56.010 Penalties for Violation.**

Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than Five hundred ($500.00) or imprisoned for not more than Thirty (30) days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Keokuk from taking such other lawful action as is necessary to prevent or remedy violation.

**Chapter 22.60**

**AMENDMENTS**

**Sections:**

**22.60.010 Amendments**

**22.56.010 Penalties for Violation.**

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

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

**SECTION 3:** After initial 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 a 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.

Initial passage by the Council on the 4th day of June, 2020.

CITY OF KEOKUK, LEE COUNTY, IOWA

_____

THOMAS L. RICHARDSON, MAYOR

ATTEST: _____

JEAN LUDWIG, CITY CLERK

# COUNCIL ACTION FORM

Date: May 28, 2020

Presented By: Broomhall

Subject: Set public hearing -Sale of Property  Agenda Item: _____

Description:

Set required public hearing for sale of property.

The City of Keokuk received a bid for $50.00 from Patricia Lamma, 119 S 9th Street to purchase a 36' x 140' vacant lot located at 811 Exchange abutting their property. A public hearing is required.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
| --- | --- |
| | |
| | |

Recommendation:

Set public hearing

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Bryant | Dade | Dunek | Greenwald | Helenthal | Altheide | Andrews | O'Conner | Payne |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, SETTING DATE FOR A PUBLIC HEARING FOR THE SALE OF CITY OWNED REAL ESTATE LOCATED AT 811 EXCHANGE STREET, PURSUANT TO IOWA CODE CHAPTER 364.7**

**WHEREAS**, a public hearing is required by state law in order that the City Council of the City of Keokuk to sale city-owned real property; and

**WHEREAS,** The City of Keokuk, owns a partial vacant lot located at 811 Exchange Street, (Original City of Keokuk, E 36' of Lot 10, Block 123 (36' X 140').

**WHEREAS,** the City of Keokuk has received a bid from Patricia Lamma, 119 S 9th Street, Keokuk, Iowa for Fifty dollars ($50.00) on above stated property and it is the intent of the City of Keokuk to dispose of property to said bidder; now, therefore**,**

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

**THAT,** a public hearing date be set at 6:30 p.m., Thursday, June 18, 2020 at Keokuk Community School District Administrative Offices, 500 N. 20th Street, Keokuk, Iowa for disposal of 811 Exchange Street. The City Clerk is directed to publish notices to this effect in ***The Daily Gate City***.

Passed this 4th day of June, 2020.

_____

Thomas L. Richardson, Mayor

Attest: _____

Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Setting Public Hearing  Agenda Item: _____

Description:

To purchase the two garbage trucks we will need to borrow $695,000. Staff requested terms from Pilot Grove Savings Bank for a ten (10) year loan. The bank responded with a rate of 2.75%, which is less than the rate we received for the last refunding bond. Staff is recommending a loan versus bonding due to the relatively small size of the loan and due to the municipal bond market shut down during the pandemic. Prior to entering into the loan agreement, we must hold a public hearing. Staff recommends June 18, 2020 at 6:30 PM.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $695,000 SOLID WASTE REVENUE CAPITAL LOAN NOTES, OF KEOKUK, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

**WHEREAS**, it is deemed necessary and advisable that the City of Keokuk, Iowa, should provide for the authorization of a Loan Agreement and the issuance of Solid Waste Revenue Capital Loan Notes, in the amount of not to exceed $695,000, as authorized by Sections 384.24A and 384.83, Code of Iowa, as amended, for the purpose of providing funds to pay costs as hereinafter described; and

**WHEREAS,** the Loan Agreement and Notes shall be payable solely and only out of the Net Revenues of the Solid Waste Enterprise and shall be a first lien on the future Net Revenues of the Enterprise; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner be liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

**WHEREAS**, before a Loan Agreement may be authorized and Solid Waste Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Board Room, 500 N 20th St, Keokuk, Iowa, at 6:30 o'clock P.M., on the 18th day of June 2020, or electronically, if meeting in person is deemed impossible or impractical, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed $695,000 Solid Waste Revenue Capital Loan Notes, to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of equipping the Solid Waste Enterprise of the City, including the acquisition of new solid waste collection vehicles.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of Solid Waste Revenue Capital Loan Notes, to a principal amount of not to exceed $695,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action shall be in substantially the following form:(To be published between June 5, 2020 and June 13, 2020)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $695,000 SOLID WASTE REVENUE CAPITAL LOAN NOTES, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk, Iowa, will hold a public hearing on the 18th day of June, 2020, at 6:30 o'clock P.M., in the Board Room, 500 N 20th Street, Keokuk, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed $695,000 Solid Waste Revenue Capital Loan Notes, in order to provide funds to pay the costs of equipping the Solid Waste Enterprise of the City, including the acquisition of new solid waste collection vehicles. The Notes will not constitute general obligations or be payable in any manner by taxation but will be payable from and secured by the Net Revenues of the Solid Waste Enterprise.

At the above meeting, the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of Keokuk, Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2020.

_____
City Clerk of Keokuk, Iowa

(End of Notice)

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Thomas L. Richardson, Mayor

ATTEST:

_____
Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Purchase of Garbage Trucks Agenda Item: _____

Description:

Our current garbage trucks are twelve years old and are experience extensive amounts of maintenance. At times, both main trucks have been out of service requiring the use of the reserve truck that has no mechanical arm for loading. Staff used Sourcewell Cooperative to satisfy the competitive bidding process for two Heil Automated Front Loader trucks. Purchase price is $346,357.57 each. At the June 18th meeting we will need to approve the financing of the trucks. Staff will be recommending securing a 10 year loan from Pilot Grove Savings bank at a rate of 2.75%.

Staff believes that these trucks will be in service at least 15 years, with regular maintenance. The design of the grabber arms and hopper are such that maintenance and repair are simple. Mechanical parts that are now subject to direct contact with waste are isolated and the hooper is a flat surface that will encounter less wear.

**FINANCIAL**

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 670-8040-6710 Title: Capital Equipment

Amount Budgeted: $660,000

Actual Cost: $692,715

Under/Over: ($32,715)

Funding Sources:

Proceeds of Debt

Departments:

Sanitation

Is this item in the CIP? YES ☑ NO ☐ CIP Project Number: SANT-21-02

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval of the resolution with further action on the debt issuance at the June 18, 2020 Regular Meeting.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING PURCHASE OF TWO HEIL AUTOMATED FRONT LOADER GARBAGE TRUCKS**

**WHEREAS,** the City of Keokuk, Iowa desires to purchase two Heil Automated Front Loader garbage trucks; and

**WHEREAS,** the City of Keokuk, Iowa has used Sourcewell Cooperative services to determine competitive bids for said trucks; and

**WHEREAS,** said price of trucks is $346,357.57 each and a total of $693,715.14; and

**WHEREAS,** the City of Keokuk, Iowa shall be borrowing $695,000 for purchase of said trucks.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that staff members for the City of Keokuk, Iowa are authorized to execute a purchase agreement for two Heil Automated Front Loader garbage trucks from MacQueen Equipment of Ankeny, Iowa in the amount of $693,715.14, subject to final financing approval by the City Council of the City of Keokuk, Iowa.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Mayor Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

MACQUEEN EQUIPMENT

Sourcewell Formerly NJPA

HEIL

**DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT**

May 19th, 2020

Robert Helenthal
Public Works Director
City of Keokuk

Robert,

Per your request, a proposal has been generated based off of the Sourcewell Contract (Formally NJPA) #: 112014-THC Bid for a Heil Automated Front Loader and chassis with the enhancements that your department has deemed necessary.

As you know the City of Keokuk is a member of the Sourcewell/NJPA, Membership #: 124484. Cooperative purchasing laws enable municipal members to legally purchase through our awarded contracts, that provide equipment prices at a national competitive bid prices that will meet/satisfy your city's bid process. Included in below is a purchase proposal for (1) One New 2020 Heil Half Pack Low Rider Automated Front Loader with Curotto Can and Peterbilt 520 Chassis per the Sourcewell/NJPA Heil Refuse Contract #: 112014-THC.

## Standard Equipment Features included in Base Price

- Hinged and completely sealed left-side body access door with step and grab handle
- Full aluminum cab shield with air cylinder assisted raise
- 3" underbody gate valve on street side for liquid removal
- Front head closure screen with splash guard
- Body service props
- Tailgate service props
- Fully automatic Shur-Lock™ tailgate locks
- Clamp-on arms
- 8,000 lb. capacity arms - WASTEC WRP 06-1996 rated
- Four arm shaft bearing supports
- Bolt-on rubber arm stops
- Heavy-duty forks - 1.5" thick x 63" grip length
- Chassis frame-mounted aluminum oil tank with level / temperature gauge and suction shut-off valve
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 100-micron suction line strainer
- Abrasion-resistant hydraulic hoses
- Cortex Controller ™ with InSight™ diagnostic display with integrated 3rd Eye camera feed
- Throttle advance / throttle limit kit
- Left and right-hand multifunction joysticks
- Complete array of in-cab function indicator lights on in cab display
- Arm rest for operator controls
- 5 lb. in-cab fire extinguisher
- Solid-state control panel
- Tailgate lock & closed indicator sensor with in cab indicator and alarm
- PTO Mounted Load Sense Piston Pump with Hot Shift PTO
- Cavity coat and joint sealer
- Arm guides mounted to front bumper
- Lightning Arm Cylinder Package
- Zinc Plated Hydraulic Tubes
- Chrome-plated cylinder rods
- Hydraulic arm tube covers
- Remote I/O for tailgate valve and Curotto-Can
- Greaseless tailgate hinge and lift cylinders
- Hydraulic oil temperature sensor with alarm
- Body hydraulic pressure sensor
- Streetwise Hydraulics™
- Hopper flood light
- Low oil level sensor light, buzzer, and pump shut-off
- Severe-duty wear bar kit
- Remote packer lube kit
- Shovel kit mounted on back of the packer
- Arm / fork overheight warning kit
- Backup alarm, backup light and license plate light
- LED center-mounted brake light
- LED duplicate high and low mount stop, turn, and tail lights
- LED mid-body turn signals
- Strobe light, amber mounted on lower tailgate - in-cab switch, pump on, and reverse activated
- Front and rear mud flaps - anti-sail / anti-splash
- Rear under ride guard
- 20 lb. fire extinguisher
- FMVSS #108 clearance lights & reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body undercoating
- Customer's choice of one color finish paint from Color Smart brochure
- Standard 1-year warranty (2,000 Hours of Operation)
- ANSI Z 245.1-2017 compliant
- Remote lube for center arm bearing blocks
- Push Button controls with expanded system status notifications

| **Description** | **Sourcewell Bid Pricing** |
|---|---|
| **Heil Half Pack Low Rider 28 Yard Front Loader Body** | $344,607.57 |

-Including the Following:
28 Yard Body w/ 10 Yard Hopper (38 Yard Capacity)
Full Factory Mount of Body to Chassis
Service Hoist- Electric/Hydraulic Body Lift
PTO Mounted Load Sense Piston Pump
In-Cab Auto-Cover (Mesh Folding Top Cover) Controls for Curotto Can
In-Cab Controls for Forward Headlights on Curotto Can

**Continued Specifications**-
Multi-Function 4-Corner LED Strobes at Rear of Body
3rd Eye Backup Camera System Integrated into 7" Intelli-View Screen
3rd Eye Hopper Camera
3rd Eye LH Alley Camera
3rd Eye RH Alley Camera
Dual LED Cab Mounted Oval Strobe Lights
Tailgate Mounted Roof Ladder
Hydraulic System High Pressure Filter Kit Monitor
Cab Protector Raise- Manual Jack
**Curotto Can w/ Forward Facing LED Headlights**
Rotary Auto-Cover
6" Wide Belt for Grabbers
Conspicuity Tape on Can
Single Point Lube System for Curotto Can
Wheelbase Shortening to 187"
Infinity Series 5-Year Warranty on Packer/Eject Cylinders Only
Outer Curbside Remote Curotto Can Controls: N/C
One-Person Per Truck Factory Training Tuition- 2.5 Day Mechanic Training (Fort Payne, AL)
Operators, Parts, and Service Manuals
Inbound Freight to MacQueen Equipment- Ankeny, IA
2020 Peterbilt 320 Dual Sit-Down Drive Chassis (Near Identical to Demo Less Tag Axle)

Required Dealer Services Added Not Included in Contract Pricing:
Machine Pre-Delivery Inspection: $750.00
Delivery to Keokuk from MacQueen Equipment: $400.00
2-Day Operation/Maintenance Training On-Site in Keokuk: $600.00

## **Pricing Summary-** Combined Sourcewell Contract Bid Pricing

**2020 HEIL HALF/PACK LOW RIDER AUTOMATED FRONT LOADER: $346,357.57 PER TRUCK**
**COMBINED SOURCEWELL BID PURCHASE PRICE: TWO (2) 2020 HEIL HALF/PACK LOW RIDER AUTOMATED FRONT LOADER: $693,715.14**

**Trade-In Option(s) Deducts:**
2003 Freightliner Semi-Automated Labrie Unit #26: -$2,500.00
2008 International Automated Labrie Unit #29: -$2,500.00

**Lease Purchase ESTIMATED Numbers Assume Two (2) Trucks at a Combined Purchase Price of $700,000.00:**

Tax Exempt Lease w/ $1 Buyout- Rates from 3.07-3.15%
3 Years of $244,113.55 or 4 Years of $185,896.07 or 5 Years of $151,016.60 or 6 Years of $127,869.15
Tax Exempt Balloon/Trade-In Lease-Terms Apply- Rates from 3.49-3.53%
3-Year Lease w/ Annual $167,510.67Payments and $250,000.00 Trade-In Buyback
4-Year Lease w/ Annual $141,316.77 Payments and $200,000.00 Trade-In Buyback
5-Year Lease w/ Annual $125,297.03 Payments and $150,000.00 Trade-In Buyback

**Payment Terms:** Invoice Due 30 Days after delivery.
**Leadtime:** 60-90 Days After Receipt of Chassis. Currently Chassis are in-stock otherwise add additional 90 Days.
**Warranty:** Heil Warranty- 1 Year Parts/Labor on Body and Can- 5-Year Ejector Cylinder Warranty, 1 Year Peterbilt Warranty, 2 Year Engine Warranty

If you have questions please call. Thank you.

Mike Osler
MacQueen Equipment
515-864-8171

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Resolution Accepting Resignation  Agenda Item: _____

Description:

After thirty-three years, Chuck Pietscher has decided that it is time to retire. Chuck has submitted his resignation as Water Resource Recovery Superintendent effective July 3, 2020.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**A RESOLUTION ACCEPTING RESIGNATION**

**WHEREAS**, Chuck Pietscher has been employed by the City of Keokuk, Iowa for thirty-three years; and

**WHEREAS**, Mr. Pietscher present position is Water Resource Recovery Superintendent; and

**WHEREAS**, Mr. Pietscher has submitted his resignation, effective July 3, 2020.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA,** that it accepts the resignation of Chuck Pietscher as Water Resource Recovery Superintendent.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____

Mayor –Thomas L. Richardson

ATTEST:

_____

Jean Ludwig

Make It Yours
KEOKUK
IOWA
CITY OF KEOKUK

**TO:** Mayor & Council

**FROM:** Chuck Pietscher Charles R. Pietscher

**DATE:** May 28, 2020

**RE:** Resignation

Effective July 3, 2020, I will resign as Water Resource Recovery Facility Superintendent of the City of Keokuk. I wish to thank the council, all city staff and especially my department's employees for the cooperation and dedication to the citizens during my 33 years of employment in Keokuk.

P.O. BOX 400 KEOKUK, IA 52632
PHONE 319-524-2050 • FAX 319-524-1365 • WWW.CITYOFKEOKUK.ORG

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Appointment of WRRF Superintendent Agenda Item: _____

Description:

Upon Chuck Pietscher's resignation, Mayor Richardson and I are nominating Thomas Wills to assume the position of Water Resource Recovery Facility Superintendent. Wills is a current employee of the facility, has a Grade IV license (necessary for this plant), and has shown to be qualified for this position. He would assume the position July 3, 2020 with a recommended annual salary of $69,000. This amount is within the proposed salary range for the position and would place Wills 5% above the bottom of the range.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
| --- | --- |
| Accepting Resignation- Chuck Pietscher | 06/04/2020 |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**RESOLUTION APPOINTING WATER RESOURCE RECOVER FACILITY SUPERINTENDENT AND SETTING SALARY**

**WHEREAS,** the Water Resource Recovery Facility Superintendent Chuck Pietscher has submitted his resignation effective July 3, 2020; and

**WHEREAS,** Thomas Wills is a current employee at the Water Resource Recovery Facility, possesses a Grade IV operators license, and has been determined that Wills is qualified for the position of Superintendent.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that Thomas Wills be appointed to the position of Water Resource Recovery Facility Superintendent for the City of Keokuk, Iowa, effective July 3, 2020.

**BE IT FURTHER RESOLVED** that the annual salary for the Water Resource Recovery Facility Superintendent be $69,000 effective July 3, 2020.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Mayor Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Sewer Charge Adjustments for Pools  Agenda Item: _____

Description:

In previous years the City has granted adjustments to sewer bills for residents filling swimming pools. This is not within our code of ordinances and should be approved by the Council annually through a resolution. The adjustment would reduce the sewer charges to the resident's twelve month average and the adjustment must be requested by the resident prior to the due date of the billing.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

This is a policy decision and is at the pleasure of the City Council.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING ADJUSTMENT IN SEWER CHARGES RELATED TO THE FILLING OF SWIMMING POOLS**

**WHEREAS,** residents of the City of Keokuk, Iowa that fill backyard pools incur charges for sewer usage in accordance with the Code of Ordinances for the City of Keokuk, Iowa: and

**WHEREAS,** the water used to fill said backyard pool does not enter the sanitary sewer system.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that residents of the City of Keokuk, Iowa that fill backyard pools during the months of June, July, and August of the year 2020 shall have their associated sewer charges reduced to the twelve (12) month average for the resident's address provided that said resident requests said adjustment before payment of the sewer billing where the charges have been incurred.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Mayor Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Airport Avigation Easements  Agenda Item: _____

Description:

The City is seeking four avigation easements around the Municipal Airport to establish and maintain clear zones. Each affected property was appraised and negotiations completed to determine just compensation for the purchase of the easement. Total cost for the easements is $47,800 and is paid 100% by an FAA grant.

**FINANCIAL**

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 001-2080-6710  Title: Capital Projects

Amount Budgeted: $400,000

Actual Cost: $47,800

Under/Over: $352,200

Funding Sources:

FAA Grant

Departments:

Airport

Is this item in the CIP? YES ☑ NO ☐  CIP Project Number: AIRP-21-01

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING ACQUISITION OF SURFACE AND OVERHEAD AVIGATION EASEMENT FROM JLM FARMS PURSUANT TO PURCHASE AGREEMENT**

**WHEREAS**, the City of Keokuk wishes to acquire a surface and overhead avigation easement adjacent to the Keokuk Municipal Airport, owned by JLM Farms, and legally described and depicted on the attached Avigation Easement Exhibit, hereby incorporated into this resolution by this reference; and,

**WHEREAS**, the acquisition of the surface and overhead avigation easement is necessary for planned public improvements at the airport site; and,

**WHEREAS**, JLM Farms, owner of record of the above-referenced property, is agreeable to deed the surface and overhead avigation easement to the City of Keokuk for Twenty One Thousand Seven Hundred Dollars and 00/100 Dollars ($21,700); and,

**WHEREAS**, a copy of the negotiated surface and overhead avigation easement and legal description are attached to this resolution, hereby incorporated into this resolution by this reference; and,

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to sign this resolution.

Section 2. McClure Engineering, Midwest ROW Services and City staff are hereby authorized to prepare and execute any document necessary to effectuate this acquisition and have recorded at the Lee County Register of Deeds office.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Thomas L. Richardson, Mayor

Attest.

_____
Jean Ludwig, City Clerk

ADOPTED:

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING ACQUISITION OF SURFACE AND OVERHEAD AVIGATION EASEMENT FROM SHAWN AND MICHELLE SAPP PURSUANT TO PURCHASE AGREEMENT**

**WHEREAS**, the City of Keokuk wishes to acquire a surface and overhead avigation easement adjacent to the Keokuk Municipal Airport, owned by Shawn and Michelle Sapp, and legally described and depicted on the attached Avigation Easement Exhibit, hereby incorporated into this resolution by this reference; and,

**WHEREAS**, the acquisition of the surface and overhead avigation easement is necessary for planned public improvements at the airport site; and,

**WHEREAS**, Shawn and Michelle Sapp, owner of record of the above-referenced property, is agreeable to deed the surface and overhead avigation easement to the City of Keokuk for Two Thousand and 00/100 Dollars ($2,000); and,

**WHEREAS**, a copy of the negotiated surface and overhead avigation easement and legal description are attached to this resolution, hereby incorporated into this resolution by this reference; and,

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to sign this resolution.

Section 2. McClure Engineering, Midwest ROW Services and City staff are hereby authorized to prepare and execute any document necessary to effectuate this acquisition and have recorded at the Lee County Register of Deeds office.

**PASSED, APPROVED, AND ADOPTED** this 4th day June, 2020.

_____
Thomas L. Richardson, Mayor

Attest.

_____
Jean Ludwig, City Clerk

ADOPTED:

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING ACQUISITION OF SURFACE AND OVERHEAD AVIGATION EASEMENT FROM ROGER D. AND SHARON R. KOKEMULLER PURSUANT TO PURCHASE AGREEMENT**

**WHEREAS**, the City of Keokuk wishes to acquire a surface and overhead avigation easement adjacent to the Keokuk Municipal Airport, owned by Roger D. and Sharon R. Kokemuller, and legally described and depicted on the attached Avigation Easement Exhibit, hereby incorporated into this resolution by this reference; and,

**WHEREAS**, the acquisition of the surface and overhead avigation easement is necessary for planned public improvements at the airport site; and,

**WHEREAS**, Roger D. and Sharon R. Kokemuller, owner of record of the above-referenced property, is agreeable to deed the surface and overhead avigation easement to the City of Keokuk for Two Thousand Seven Hundred Dollars and 00/100 Dollars ($2,700); and,

**WHEREAS**, a copy of the negotiated surface and overhead avigation easement and legal description are attached to this resolution, hereby incorporated into this resolution by this reference; and,

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to sign this resolution.

Section 2. McClure Engineering, Midwest ROW Services and City staff are hereby authorized to prepare and execute any document necessary to effectuate this acquisition and have recorded at the Lee County Register of Deeds office.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Thomas L. Richardson, Mayor

Attest.

_____
Jean Ludwig, City Clerk

ADOPTED:

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING ACQUISITION OF SURFACE AND OVERHEAD AVIGATION EASEMENT FROM ROBERT AND JILL GULL PURSUANT TO PURCHASE AGREEMENT**

**WHEREAS**, the City of Keokuk wishes to acquire a surface and overhead avigation easement adjacent to the Keokuk Municipal Airport, owned by Robert and Jill Gull, and legally described and depicted on the attached Avigation Easement Exhibit, hereby incorporated into this resolution by this reference; and,

**WHEREAS,** the acquisition of the surface and overhead avigation easement is necessary for planned public improvements at the airport site; and,

**WHEREAS,** Robert and Jill Gull, owner of record of the above-referenced property, is agreeable to deed the surface and overhead avigation easement to the City of Keokuk for Twenty One Thousand Four Hundred Dollars and 00/100 Dollars ($21,400); and,

**WHEREAS,** a copy of the negotiated surface and overhead avigation easement and legal description are attached to this resolution, hereby incorporated into this resolution by this reference; and,

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to sign this resolution.

Section 2. McClure Engineering, Midwest ROW Services and City staff are hereby authorized to prepare and execute any document necessary to effectuate this acquisition and have recorded at the Lee County Register of Deeds office.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Thomas, L. Richardson, Mayor

Attest.

_____
Jean Ludwig, City Clerk

ADOPTED:

# COUNCIL ACTION FORM

Date: JUne 4, 2020

Presented By: O'Donnell

Subject: FAA Grant Application  Agenda Item: _____

Description:

As part of the clear zone easement purchases, we must formally submit our application to the FAA for grant reimbursement. Our engineer has been working with the FAA to determine just compensation for the easements and the funds are entitlement funds due to the Municipal Airport.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
| --- | --- |
| Approve Avigation Easements | 06/04/2020 |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL ASSISTANCE**

**WHEREAS,** the City of Keokuk has the long-term plan to make improvements to the Keokuk Municipal Airport, which will require acquisition of surface and overhead avigation easements;

**WHEREAS**, the City of Keokuk can fund such acquisitions with financial assistance from the Federal Aviation Administration (FAA);

**WHEREAS,** the City of Keokuk has concurrently authorized acquisitions of surface and overhead avigation easements from Shawn and Michelle Sapp, as provided in Resolution No. __ _____, from Roger D. and Sharon R. Kokemuller, as provided in Resolution No. _____, from Robert and Jill Gull, as provided in Resolution No. _____, and from JLM Farms, as provided in Resolution No. _____;

**WHEREAS,** a draft Application for Federal Assistance SF-424 has been prepared to cover the costs associated with such purchase, which is attached and hereby incorporated into this resolution by this reference; and,

**WHEREAS,** the acquisition of financial assistance is necessary to complete the purchase of the above-referenced parcel.

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

Section 1. The Mayor, City Administrator, and/or City Clerk are hereby authorized and directed to sign the Application for Federal Assistance, and any corresponding documents to effectuate such application, or otherwise direct any individual acting on behalf of and in the interests of the City to complete and sign any such documentation.

Section 2. McClure Engineering Company, Midwest ROW Services and City staff are hereby authorized to prepare and execute any document necessary to effectuate federal assistance application.

**PASSED, APPROVED AND ADOPTED** this 4th day June, 2020.

_____
Thomas L. Richardson, Mayor

Attest.

_____
Jean Ludwig, City Clerk

ADOPTED:

# COUNCIL ACTION FORM

Date: June 1, 2020

Presented By: Broomhall

Subject: Amendment/correction Res. 76-20 Agenda Item: _____

Description:

Resolution 76-20 disposed of 827 Bank, the name on the bid form to Jody Coppler. In most cases the abutting property must be combined as part of the agreement to sale, to do this the names on both properties must be the same. The amended resolution includes both Jody L/Michelle L Coppler.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
| --- | --- |
| approved resolution | 04/16/2020 |
| | |

Recommendation:

approve amendment/correction

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO. _____**

**A RESOLUTION AMENDING KEOKUK CITY COUNCIL RESOLUTION NO. 76-20 THAT DISPOSED OF MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 827 BANK STREET, KEOKUK, IOWA**

**WHEREAS,** on April 16, 2020, the City Council of the City of Keokuk adopted Resolution 76-20 disposing of interest in real property located at 827 Bank Street for two-hundred dollars ($200.00); and

**WHEREAS**, Resolution 76-20 did not include both property owners' names that is required on the quit claim deed document for combination of properties.

**WHEREAS**, the Resolution 76-20 is amended by replacing Jody Coppler with Jody L/Michelle L Coppler.

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

1. That the sale of the above described real property to the above-named buyer(s) for the above stated price in addition to preparation of Quit Claim deed, filing fees and publication fees.
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 said deed.

Passed this 4th day of June, 2020.

_____

Thomas L. Richardson, Mayor

Attest: _____

Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Title VI Agreement & Assurances  Agenda Item: _____

Description:

Title VI of the Civil Rights Act of 1964 requires local governments to comply with the Act in order to receive Federal funds. The Iowa DOT needs a Non-discrimination Agreement with local governments to insure that Title VI is adhered to. Also included is a list of assurances that we will not discriminate in our policies and actions. In direct relation to the DOT, we will need to include language in our notice to bidders on non-discrimination and insure that our contractors are also abiding by the Civil Rights Act.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO. _____**

**RESOLUTION APPROVING TITLE VI NON-DISCRIMINATION AGREEMENT AND ADOPTING NON-DISCRIMINATION ASSURANCES**

**WHEREAS,** the Civil Rights Act of 1964 provides, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."; and

**WHEREAS,** the City of Keokuk, Iowa receives funds from the federal government; and

**WHEREAS,** in order to continue to receive said funds, the City of Keokuk, Iowa must approve and adopt certain policies and procedures that ensure compliance with Title VI of the Civil Rights Act of 1964.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that the Title VI Non-discrimination Agreement with the Iowa Department of Transportation is approved.

**BE IT FURTHER RESOLVED** that the Title VI Non-discrimination Assurances and associated appendices are hereby adopted and shall be adhered to in all actions of the City of Keokuk, Iowa.

**PASSED, APPROVED, AND ADOPTED** this 4th day of June, 2020.

_____
Mayor Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

IOWADOT
Form 131024 (07-12)

# Title VI Non-Discrimination Agreement
# Iowa Department of Transportation
# and
# CITY of KEOKUK, IOWA

## Agency Information

Name and title of adminstrative head:

Name: Tom Richardson Title: Mayor, City of Keokuk, IA

Address: 601 North Main Street, PO Box 400, Suite 3

City: Keokuk State: IA ZIP Code: 52632 County: Lee County

Phone/FAX: 319-524-2050 ext 107 Email: trichardson@cityofkeokuk.org

Name and title of designated Title VI coordinator:

Name: Cole S. O'Donnell Title: Title VI Coordinator/City Administrator

Address: 601 Main St, Flr 3

City: Keokuk State: IA ZIP Code: 52632 County: Lee County

Phone/FAX: 319-524-2050 ext 111 Email: codonnell@cityofkeokuk.org

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

## Title VI Program

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, CITY of KEOKUK, IOWA has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

## III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
    - **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
    - **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

## IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

   Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

   No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
   (a) The alleged act of discrimination.
   (b) Date when the person(s) became aware of the alleged discrimination
   (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

   The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
   a) The complainant's name and address, or other means by which the complainant may be contacted.
   b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
   c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
   d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
   e) Apparent merit of the complaint.
   f) The complainant's signature or signature of his/her authorized representative.

   In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

   Iowa Department of Transportation
   Office of Employee Services – Civil Rights
   800 Lincoln Way
   Ames, Iowa 50010
   515-239-1422
   515-817-6502 (fax)
   dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
    a) Acknowledges receipt of the discrimination complaint.
    b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
    c) Contains a list of each issue raised in the discrimination complaint.
    d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
    e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
    a) Name, address and phone number of the complainant.
    b) Name(s) and address(es) of alleged discriminating official(s).
    c) Basis of complaint (i.e., race, color, national origin, gender).
    d) Date of alleged discriminatory act(s).
    e) Date of complaint received by the LPA.
    f) A statement of the complaint.
    g) Other agencies (state, local or federal) where the complaint has been filed.
    h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

    If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

    Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

    Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

    If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

    Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

    If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
    a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
    b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
    c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.

11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
    a) The fact that the discrimination complaint has been filed.
    b) The identity of the complainant(s).
    c) The identity of individual respondents to the allegations.
    d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.

12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
    a) The name and address of the complainant.
    b) Basis of discrimination complaint.
    c) Description of complaint.
    d) Date filed.
    e) Disposition and date.
    f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

## V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

a) Cancel, terminate or suspend this agreement in whole or in part.

b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.

c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.

d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

Signature

Bureau Chief of Bureau of Civil Rights, IA DOT

Printed Name and Title

Date

**CITY of KEOKUK, IOWA**

Signature

Thomas L. Richardson, Mayor, City of Keokuk, Iowa

Printed Name and Title

Date

## Title VI Non-discrimination Policy Statement

The CITY of KEOKUK, IOWA , hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*.**;** Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's Cole S. O'Donnell, City Administrator , is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

_____

Signature

Thomas L. Richardson, Mayor, City of Keokuk, Iowa

_____

Printed Name and Title

_____

Date

## The United States Department of Transportation (USDOT)

## Standard Title VI/Non-Discrimination Assurances

## DOT Order No. 1050.2A

The CITY of KEOKUK, IA (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the* ***FHWA.***

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The* CITY of KEOKUK, IA *, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, CITY of KEOKUK, IA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

CITY of KEOKUK, IA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

CITY of KEOKUK, IA

***(Name of Recipient)***

**by**_____

**(*Signature of Authorized Official*)**

DATED_____

# APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE,** the Department of Transportation as authorized by law and upon the condition that the CITY of KEOKUK, IA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program,** and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY of KEOKUK, IA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto CITY of KEOKUK, IA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the CITY of KEOKUK, IA, its successors and assigns.

The CITY of KEOKUK, IA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the CITY of KEOKUK, IA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY of KEOKUK, IA pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY of KEOKUK, IA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the CITY of KEOKUK, IA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the CITY of KEOKUK, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by CITY of KEOKUK, IA pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, CITY of KEOKUK, IA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, CITY of KEOKUK, IA will there upon revert to and vest in and become the absolute property of CITY of KEOKUK, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Reimbursement Agreements Police Dept Agenda Item: _____

Description:

When we hire a new police officer, we enter into an agreement whereby if they leave our employment prior to serving two years the officer is responsible to reimburse all or a portion of their training costs. Legal counsel has alerted staff that these agreements should be approved and ratified by the City Council. The resolution does such and covers agreements with six current and three former officers.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO. _____**

**A RESOLUTION FOR APPROVAL AND RATIFICATION OF AGREEMENTS FOR REIMBURSEMENT OF POLICE OFFICER TRAINING EXPENSES**

**WHEREAS,** it is the intent of the City of Keokuk to provide training for newly hired Police Officers to help ensure professionalism in the Police Department;

**WHEREAS,** the City finds it beneficial to pay for said Police Officer training;

**WHEREAS,** Iowa law allows for reimbursement to the City under certain circumstances by officers who receive said training;

**WHEREAS,** the City has entered into Agreements with Police Officers for reimbursement for police training expenses.

**WHEREAS,** it is the purpose of this Resolution to ratify certain previously executed Agreements;

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

**THAT,** the following Agreements are hereby ratified and approved and the City and Police Chief are now, and have been, authorized to enter into the following Agreements for Police Reimbursement Training Expenses with the following Police Officers:

Agreement between the City and Mathew Murphy dated August 7, 2018;
Agreement between the City and Joshua Kite dated April 15, 2019;
Agreement between the City and Collin Crenshaw dated December 23, 2019;
Agreement between the City and Allyson Church dated December 20, 2019;
Agreement between the City and Tanner James Walden dated August 12, 2015;
Agreement between the City and Nathan DeSpain dated December 13, 2017;
Agreement between the City and Courtney Dalton dated August 22, 2016;
Agreement between the City and Alekzander Harvey dated August 29, 2017;
Agreement between the City and Joshua Marrequin dated August 7, 2018.

**THAT** the City Council, effective immediately and to the extent necessary, further approves and ratifies the existing pre-employment Agreements between the City and the above-listed Police Officers.

**PASSED, APPROVED, AND ADOPTED** this _____ day of _____, 2020.

_____
Mayor – Thomas L. Richardson

ATTEST: _____
Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Support of Application for Trail Grant  Agenda Item: _____

Description:

South East Iowa Regional Planning Commission (SEIRPC) will be submitting an application for State Recreational Trails Program (SRTP) on our behalf. This application is for the River Front Trail. A resolution in support of the application is required for submission.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO. _____**

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

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

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

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

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

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

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

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

That the City of Keokuk fully supports the project to construct a trail along the riverfront through Victory Park, along Mississippi Drive and the South Side Boat Club to Hubinger Landing, assures a minimum local funding match of 25%, and agrees to adequately maintain the trail for its intended use and maintain the total trail used to justify the project in public use for a minimum period of 20 years following project completion, and hereby authorizes the City of Keokuk to submit an application for funding the improvements through the Southeast Iowa Regional Planning Commission (SEIRPC).

**APPROVED** and **ADOPTED** this 4th day of June, 2020.

_____
Thomas L. Richardson, Mayor

**ATTEST:**

_____
Jean Ludwig, City Clerk

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: Setting Just Compensation  Agenda Item: _____

Description:

In our continuing effort to acquire the property at 365 Carbide Lane, we had an appraisal completed to establish just compensation as part of the condemnation procedures. The appraisal has set the just compensation at $0.00. This is based on previous estimates to remove hazardous waste, demolish unsafe buildings, and clear tax sales and liens.

The resolution will set the just compensation prior to the start of negotiations and authorizes negotiations to start.

These actions are all part of the brownfield grant process to determine contamination and redevelop the property.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| Amended Urban Renewal Plan | 04/18/2020 |
| designating property as slum and blighted | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**RESOLUTION NO.**

**RESOLUTION ESTABLISHING JUST COMPENSATION VALUE PRIOR TO START OF NEGOTIATIONS**

**WHEREAS**, on April 16, 2020, the City Council of Keokuk Iowa, approved acquisition of land necessary to accomplish an urban renewal project identified in Amendment No. 5 to the Amended and Restated Twin Rivers Urban Renewal Plan, which project is generally described as follows:

> A number of properties in the Urban Renewal Area potentially suffer from environmental problems. The fear of environmental contamination and regulatory intervention alone has been enough to hinder or stop redevelopment of these once vital community areas. These sites, which were once occupied by various manufacturing firms, a foundry, and 2 former landfills, raise environmental concerns related to heavy metals, pesticides, and volatile organic compounds, among others.

The property located at 365 Carbide Lane is one of the properties described above, has not been redeveloped, and continues to satisfy the definition of blighted property under Iowa Code §403.17(5). Specifically, the City has reviewed documents and studies conducted or obtained by the United States Environmental Protection Agency (EPA) and environmental consultants and determined that the 365 Carbide Lane site is no longer being used and contains numerous buildings that are in an obsolescent, dilapidated, and hazardous condition and that hazardous contaminates are present on the property that are not being remediated or protected against exposure to the environment or humans by the owner and that these factors and conditions endanger life by environmental risks, may pose a menace to the public health, safety, and welfare in its present condition and use, and that the factors and conditions are conducive to ill health and arrest the sound growth of the municipality and constitute an economic and social liability.

(the "Project"); and

**WHEREAS**, in accordance with Iowa Code Section 6B.45, the City has caused appraisals to be made for certain property described as follows:

A tract comprised of Eighty and Seven-tenths (80.7) acres lying South of Carbide Lane and East of U. S. 61 By-Pass in the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22) and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-three (23), Township Sixty-five (65) North, Range Five (5) West of the Fifth Principal Meridian, City of Keokuk, Lee County, Iowa, described by the following metes and bounds:

Commencing at the Northeast corner of said Section 22; thence S89°36' W, 159.1 feet with the Section Line to the point of beginning; thence S00°24' E, 178.5 feet to the Southerly right of way line of Burlington Northern Spur Track #106; thence with said right of way the following courses and distances: Southeasterly 300.4 feet with a 772.9 foot radius curve concave Southwesterly and tangent to the following course: S51°49' E, 200.8 feet; and Southeasterly, 319·feet with an 806.5 foot radius curve concave Southwesterly and tangent to the proceeding course, to the north line of the Southwest 1/4, Northwest 1/4, Northwest 1/4, said Section 23; thence West, 421.4 feet to the East line of said Section 22; thence S00°19' E, 665.8 feet with the Section Line to the South line of the North 1/2, Northeast 1/4, said Section 22; thence N89°48'18" W, 2659.4 feet with the 1/4 1/4 Section Line to the Easterly right of way line of U.S. Highway 61 By-Pass; thence with said highway right of way line the following courses and distances: N04°21' E, 513.5 feet: N00°50' E, 750.0 feet and N83°58' E, 235.4 feet to the Southerly right of way line of Carbide Lane; thence S89°56' W, 277.7 feet with said right of way line to the West line of said Northeast 1/4, Section 22; thence N00°04' E, 18.1 feet to the North line of said Section 22; thence N89°36' E. 2487.00 feet with the Section Line to the point of beginning, excepting 1.6 acres along the North side for Carbide Lane right of way; Situated in the City of Keokuk, Lee County, Iowa

Also described as:

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 65 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LEE COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S 88" 30' 41" W. ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 159.44 FEET; THENCE S 01° 31' 28" E, 32.59 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARBIDE LANE AND THE POINT OF BEGINNING; THENCE CONTINUING S 01° 31' 28" E. 148.77 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN & SANTA FE RAILROAD SPUR TRACK #106; THENCE ALONG SAID LINE ALONG A NON TANGENT CURVE TO THE RIGHT WHOSE RADIUS EQUALS 766.03 FEET, AN ARC LENGTH OF 226.78 FEET, WITH A LONG CHORD BEARING S 62° 03' 08" E, 225.96 FEET; THENCE CONTINUING ALONG SAID LINE S 53° 34' 14" E, 193.26 FEET; THENCE CONTINUING ALONG SAID LINE ALONG A TANGENT CURVE TO THE RIGHT WHOSE RADIUS EQUALS 859.86 FEET, AN ARC LENGTH OF 336.77 FEET, WITH A LONG CHORD BEARING S 42° 21' 01" E, 334.62 FEET; THENCE S 88° 34' 01" W, 416.71 FEET; THENCE S 00° 46' 15" E, 663.92 FEET; THENCE S 88° 57' 41" W, ALONG THE SOUTH LINE OF THE

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1329.53 FEET; THENCE S 89° 06' 18" W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1315.15 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 61; THENCE N 03° 21' 44" E, ALONG SAID LINE, 514.65 FEET; THENCE N 00° 13' 09" E, ALONG SAID LINE, 749.86 FEET; THENCE N 83° 14' 32' E, ALONG SAID LINE, 104.70 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARBIDE LANE; (THE FOLLOWING EIGHT COURSES ARE ALONG SAID RIGHT-OF-WAY LINE); THENCE S 01° 10' 44" E, 23.35 FEET; THENCE N 89° 15' 55" E, 129.91 FEET; THENCE N 01° 04' 01" W, 36.74 FEET; THENCE N 88° 50' 29" E, 1550.17 FEET; THENCE S 00° 56' 49" E, 27.00 FEET; THENCE N 88° 51' 34" E, 100.00 FEET; THENCE N 01° 09' 24" W, 27.03 FEET; THENCE N 88° 50' 36" E, 556.90 FEET TO THE POINT OF BEGINNING, CONTAINING 78.729 ACRES AND BEING SUBJECT TO THE EXISTING EASEMENTS AND RIGHT-OF-WAY AS SHOWN HEREON AND ALL OTHER EXISTING EASEMENTS AND RIGHTS OF WAY

(the "Necessary Property"), which may be subject to taking by means of proceedings in eminent domain in connection with the Project; and

**WHEREAS**, the City has now received and reviewed the appraisals of the Necessary Property and deems it appropriate to establish a fair market value of the Necessary Property pursuant to the appraisals in order to make an offer to purchase the Necessary Property pursuant to Iowa Code Section 6B.2B.

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

Section 1. The City hereby finds that the fair market value of the Necessary Property pursuant to the appraisal required by Iowa Code Section 6B.45, and accordingly the just compensation for the Necessary Property, is $0.00 (the "Just Compensation").

Section 2. The City's designated negotiations representative is directed to negotiate for acquisition of the Necessary Property in accordance with law. No offer shall be made in such negotiation which is less than the Just Compensation specified in Section 1 hereof.

Section 3. The City finds that the above-described real property and interest(s) therein are necessary to achieve the public purposes of the Project.

Section 4. The City's designated negotiations representative is hereby directed to provide copies of this Resolution, the appraisal obtained by the City, and a Statement of Owners Rights to the owners of record of the above-described real property.

**PASSED, APPROVED AND ADOPTED** this 4th day of June, 2020.

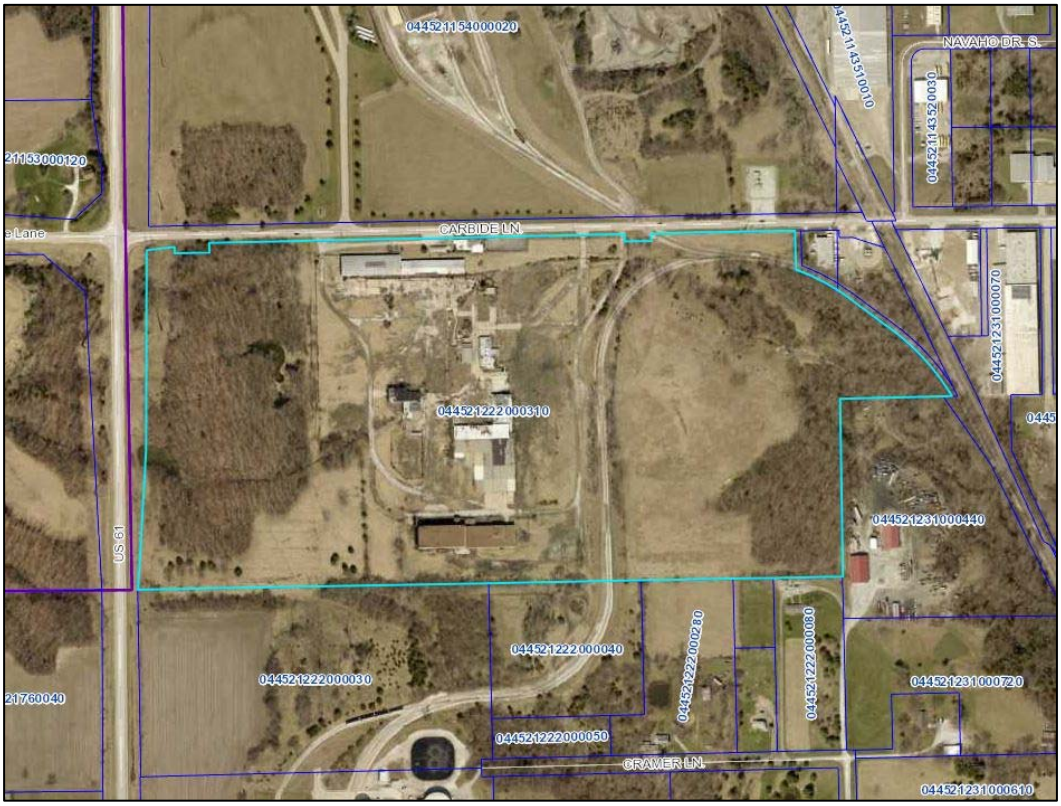
_____
Thomas L. Richardson, Mayor

ATTEST:

_____
Jean Ludwig, City Clerk

Iowa
Appraisal and Research
CORPORATION

# TOTAL ACQUISITION REAL ESTATE APPRAISAL




**OF**

Total Fee Title Acquisition - 365 Carbine Lane, Keokuk, IA

**FOR**

Cole S. O'Donnell BA, MPA, ICMA-CM
City Administrator
Keokuk, Iowa
601 Main Street, Suite 3
Keokuk, IA 52632

**EFFECTIVE DATE**

May 27, 2020

**PREPARED BY**

Daniel W. Dvorak, MAI

Iowa
Appraisal and Research
CORPORATION

May 29, 2020

Cole S. O'Donnell BA, MPA, ICMA-CM
City Administrator
Keokuk, Iowa
601 Main Street, Suite 3
Keokuk, IA 52632

Dear Mr. O'Donnell:

**Re: Total Acquisition of 365 Carbide Lane in Keokuk, IA.**

As you requested, we have on May 27, 2020, observed the property identified in the caption of this letter. The property's legal description is summarized in the Summary of Salient Data section. The property visit is part of an appraisal process to estimate just compensation for a total acquisition.

This appraisal is prepared in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, in accordance with Part 24 of Title 49 of the Code of Federal Regulations. Our findings are presented in an appraisal report. We estimate just compensation for the acquisition to be **$0. This is conditional on an extraordinary assumption disclosed in our report.**

Thank you for using our appraisal services. If you have any questions regarding the estimate of market value, please feel free to contact us at your convenience.

Respectfully submitted,

Daniel W. Dvorak, MAI
Vice President

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**LETTER OF TRANSMITTAL**

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## ADDENDA

**COMPARABLE LAND SALES AND MAP**
**DEFINITIONS**
**QUALIFICATIONS OF THE APPRAISER**
**STATE LICENSE**
**PRIVACY POLICY**

# SUMMARY OF SALIENT DATA

## Property Identification

The subject includes one assessment parcel owned by 365 Carbide Lane, LLC at 365 Carbide Lane in Keokuk, IA. The site is improved with multiple vacant industrial buildings, and a total acquisition is proposed.

## Legal Description

The abbreviated legal description from assessment records is as follows: TR C LYG IN N1/2 SEC 22 & LYG IN NW NW SEC 23-65-5

## Ownership and Sales History

According to public records, the subject is owned by 365 Carbide Lane, LLC. The subject was transferred to the current owner for no consideration from Carbide Lane Properties, LLC in September 2015. We are not aware of any other transfers involving the subject in the past five years. The property is not listed for sale.

We have interviewed Rachel Shelley with Welfont, who represents the current owner. She reports that the owner is a nonprofit that received ownership of the subject via a donation. She says that at the time of the donation the current owner was not aware of environmental concerns raised in documents provided to us by the client and referenced later in this report. She says that the subject has not been listed for sale while owned by the current owner.

Public records show that the prior owner of the subject, Carbide Lane Properties, LLC, purchased the subject in May 2008 for $560,000 from Elkem Metals Company. This was subsequent to Elkem closing the plant on the site in 2006. The sale was subject to a deed restriction that the subject not be used for the "production or manufacture of Soderberg Electrode Paste and/or Electrically Calcined Antricite without the express prior written approval of the Grantor." Per our research, Carbide Lane Properties is affiliated with Frontier Industrial Corporation, which is part of the Frontier group of companies. Frontier Industrial Corporation's website describes the company as "one of the premier industrial demolition and dismantling contractors in the United States" and the Frontier group of companies' website describes the group as including "industry leading operations" for "brownfield redevelopment."

CoStar, an online data provider to which we subscribe, does not provide any information about the 2008 sale or subsequent listings. We have tried to contact Frontier to interview them about the history of the subject, and we have been unsuccessful. We have found an online Loopnet listing record showing the subject to have been listed for beginning March 31, 2010 with the last update of the listing being on July 11, 2012. This would have been during Frontier's ownership of the subject. The listing record does not provide an asking price. It describes the subject as follows: "78.8 acres of land; approximately 52 are usable. West side is wooded green field area approx.. 20 acres. All of the utilities on the site are damaged and not functional. Sewer is gone, no water connections. Power service: 480 volt 3 phase service. 20 ton bridge crane over this area, ceiling height 45'. Active rail to site and all utilities. Approximately 3,600 lf of rail siding (BNSF). Utilities designed and in-place for heavy industry." The property was listed with Ted Rebitzer of Iowa Realty Commercial. We have interviewed Mr. Rebitzer, and he does not recall the asking price. He says that some interest was received in the property, but the prospective buyers wanted to only purchase a portion of it ,and the seller was unwilling to divide it. Mr. Rebitzer reports the interested parties wanted to use the land for outdoor storage, and that they planned to tear down the buildings.

### Occupancy
The subject is vacant.

### Assessed Valuation
The subject is identified and assessed by the Lee County Assessor as follows.

| Parcel # | Land | Improvements | Total |
|---|---|---|---|
| 044521222000310 | $280,940 | $234,430 | $515,370 |

The Lee County Treasurer's office reports that there are $93,271 in delinquent property taxes on the subject, including penalties and interest, as of May 28, 2020. They report that this includes special assessments for mowing the property. The Treasurer's office says that there are three tax sales affecting the subject, and that the buyer of the oldest of the tax sale certificates has until June 19, 2020 to begin the process of taking ownership of the subject. They report that if the tax sale certificate buyer waits past this point, their certificate will expire. They further report that if the tax sale certificate buyer initiates the process to take ownership of the property, the property owner will have 90 days to redeem the tax sale certificate, after which the tax sale certificate buyer may take ownership of the subject.

### Scope of the Appraisal
Please refer to the scope of work section.

### Intended Users
Our intended user is the City of Keokuk; no other user is intended.

### Intended Use
The appraisal is to be used to estimate just compensation; no other use is intended.

### Client
Our client is the City of Keokuk.

### Definition of Fair Market Value
The term fair and reasonable market value means the cash price which would be arrived at as between a voluntary seller, willing but not compelled to sell, and a voluntary purchaser willing, but not compelled to buy. It assumes a buyer and seller are bargaining freely, in the open market for the purchase and sale of the real estate in question.

The term does not mean a value under circumstances where greater than its fair price could be obtained, nor does it mean the price which the property would bring at a forced sale. It does not mean what the property is worth to the plaintiff(owner) nor what the defendant(acquiring authority) can afford to pay, but what it is fairly worth in cash on the open market, as above stated. (Iowa Civil Jury Instructions 2500.4).

> In short, the fair and reasonable market value of a property is to be considered in the same manner that a knowledgeable, voluntary buyer determines the fair and reasonable market value of a property -- what are its capabilities, what are its detriments, what is it fairly and reasonably worth in the market place? The jury and/or Compensation Commission is entitled to be informed of all the factors which (1) the willing seller would impress upon the willing buyer that tend to show value, and (2) the willing buyer would impress upon the willing seller that tend to indicate lack of value -- including sales of comparable properties and evidence of its highest and best use. (Iowa Civil Jury Instructions 2500.6 and annotated authorities). See also Bellew v. ISHC, 171 N.W.2d 284, 288, 289 (Iowa 1969) and In Re Primary Road No. 141, 255 Iowa 711, 124 N.W.2d 141, 147 (Iowa 1963).

The determination of "Market Value" may not consider or reflect any enhancement in value of the subject, caused by the public improvement which has prompted the taking. (No sales exhibiting these effects may be used as a comparable in arriving at the value of the subject property, either before or after the date of condemnation.) (Iowa Civil Jury Instructions 2500.3). Socony Vacuum Oil Co. v. State of Iowa, 170 N.W.2d 378. (Iowa 1969).

***Source***: *Iowa Department of Transportation, Office of Right of Way, Appraisal Operations Manual,* August 2003.

### Definitions
Please refer to the Addenda for the definition of other selected terms used in this report.

### Zoning
The subject is zoned M2, Heavy Industrial by the City of Keokuk.

### Flood Hazard Area
The site is not in a 100 or 500-year floodplain.

### Property Visit and Effective Date of the Report
The subject property was visited and observed on May 27, 2020. The appraisal is effective as of May 27, 2020.

### Date of Report
May 29, 2020

### Contamination
We have been provided with documents by the client noting environmental contamination on the site. This is described in greater detail later in our report.

### Contacts
*Owner Representative*
Rachel Shelley
EVP of Real Estate
Welfont
601 N Ashley Drive, Suite 600
Tampa, FL 33602
Rachel.shelley@welfont.com
813-460-4788

## Valuation Conclusion – on May 27, 2020

**Total Just Compensation:** **$0**

**The cost of demolition and remediation of environmental contamination exceeds the site's value as vacant, remediated, and available for development.**

## Extraordinary Assumption

***We have relied on reports prepared by other parties and provided to us by the City for information about environmental contamination on the site and the cost of its remediation. Our value opinion assumes that this information is accurate. If it is not, our estimate of just compensation may be different.***

## Estimated Exposure Period[1]

Based upon comparable sale data and our judgment, we estimate an exposure time of up to 6 months.

[1]The discussion of reasonable exposure time is not intended to be a prediction of a date of sale, but rather an expression of observed market activity relative to similar property actively marketed and properly priced for sale.

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal and the appraisal report do not constitute an inspection of the improvements. The appraiser(s) performed only a visual inspection of the immediately accessible areas and the appraisal cannot be relied upon to disclose conditions or defects in the improvements. In addition, regardless of who receives a copy of the appraisal, unless specifically stated in the appraisal, they are not an intended user of it.

The following assumptions and limiting conditions may or may not be applicable to every assignment:

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, pollutants, fungi or microbes commonly known as mold (collectively referred to as “environmental hazards”) that may or may not be present on the property, was not observed by the appraiser. The appraiser is not trained in environmental engineering, is not qualified to detect environmental hazards and has not investigated whether environmental hazards are present on or in the property. The presence of substances such as asbestos, ureaformaldehyde foam insulation, and other environmental hazards may affect the value of the property. The estimate of value is predicated on the assumption that there are no environmental hazards on or in the property that would cause a loss in value. No responsibility is assumed for the presence of environmental hazards. To conduct an environmental assessment of the property, the intended user is urged to retain an environmental engineer.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraiser.

Additional assumptions and limiting conditions:

1. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
2. If only preliminary plans and specifications were available for use in the preparation of this appraisal, the analysis is subject to a review of the final plans and specifications when available.
3. Any proposed improvements are assumed to have been completed unless otherwise stipulated, so any construction is assumed to conform with the building plans referenced in the report.
4. The appraiser assumes that the reader or user of this report has been provided with copies of available building plans and all leases and amendments, if any, that encumber the property.
5. If no legal description or survey was furnished, the appraiser used the county tax plan to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
6. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
8. This appraisal report is not intended to be used and shall not be used by real estate syndications, real estate investment trusts, limited partnership or other individuals or entities in the solicitation of investors. The appraiser shall not be liable for violations or alleged violations of the Securities Act of 1933 or 1934 and the amendments thereto, or any state blue sky or securities law or similar federal or state law.

# SCOPE OF WORK

## Summary

The client requested an appraisal for a total acquisition of the fee simple estate in an industrial property in Keokuk, IA. The client requested a depth of scope of work adequate to provide a reliable indication of value, and we are providing our findings in a written appraisal report.

## Property Visit

We visited and viewed the subject. We did not enter any of the buildings on the site. We were not accompanied by the owner or their representative during our site visit. After viewing the subject property we viewed and observed the surrounding development and neighborhood. Photographs of the subject property and neighborhood were taken.

## Data Collection

We researched the local and regional markets for data. We collected data on all items that affect the value of the subject property. These factors include Area and City Data, Neighborhood Data, Site and Improvement Data, Highest and Best Use Analysis, and the application of the sales comparison approach to estimate the property's value. Data was obtained from public records, the client, real estate agents, the property owner, our internal database, and other various sources. We searched for sales of land similar to the subject in Keokuk and other, similar communities in Iowa. We have relied on the assessor's records for the subject site's area and for measurements of the subject's improvements. We have relied on the public records for the area of comparable properties. We verified the sale information with a party connected with each sale.

## Valuation

Real estate appraisers generally use three approaches to value known as: The Cost Approach, Sales Comparison Approach (also known as the Market Data Approach) and the Income Capitalization Approach. We have fully researched and completed the sales comparison approach. The cost and income approaches were not relevant to the assignment, and they were not completed.

## PROPOSED PROJECT

The City plans to acquire fee title to the subject in its entirety. This is not related to a specific public project. Rather, it is a condemnation of the subject as a blighted property.

## STATEMENT OF THE APPRAISAL PROBLEM

The City of Keokuk proposes to acquire fee title to the entire subject. The acquisition is a total acquisition. Primary consideration will be given to the development of the value of the subject property.

# KEOKUK AREA ANALYSIS

## General

Keokuk is a county seat for Lee County. The city is located along the Mississippi River in the south-east corner of Iowa, boarding the Illinois and Missouri border.

## Population

Population growth is an important determinant of demand for real estate. Positive growth generally indicates that more development will be needed in the future. The population is summarized below.

**POPULATION GROWTH[2]**

| | Census 2000 | Census 2010 | Annual % Change | Estimated 2019 | Annual % Change | Projected 2024 | Annual % Change |
|---|---|---|---|---|---|---|---|
| City of Keokuk | 11,427 | 10,776 | -0.57% | 10,186 | -0.61% | 9,891 | -0.58% |
| Lee County | 38,052 | 35,862 | -0.57% | 34,508 | -0.42% | 33,741 | -0.44% |
| Iowa | 2,926,324 | 3,046,355 | 0.41% | 3,236,212 | 0.69% | 3,280,109 | 0.27% |

Population in Keokuk and Lee County have been declining since the Census 2000. Both areas are expected to continue to decline through 2024. The state has shown growth over the time span shown and is expected to continue through the projected data.

## Households

We have obtained data on households and household growth from a national data service. The data for Keokuk, Lee County and Iowa are shown below.

**HOUSEHOLD GROWTH[3]**

| | Census 2000 | Census 2010 | Annual % Change | Estimated 2019 | Annual % Change | Projected 2024 | Annual % Change |
|---|---|---|---|---|---|---|---|
| City of Keokuk | 4,773 | 4,480 | -0.61% | 4,218 | -0.65% | 4,091 | -0.60% |
| Lee County | 15,161 | 14,610 | -0.36% | 14,078 | -0.40% | 13,738 | -0.48% |
| Iowa | 1,149,276 | 1,221,576 | 0.63% | 1,292,949 | 0.65% | 1,329,776 | 0.57% |

Like population, the city and county have shown a steady decline through the years. This trend is projected to continue through 2024. Households statewide have gradually increased since 2000.

## Income

The following tables summarize median household income for the city, county, and state.

**MEDIAN HOUSEHOLD INCOME[4]**

| | Census 2000 | Estimated 2019 | Annual % Change | Projected 2024 | Annual % Change |
|---|---|---|---|---|---|
| City of Keokuk | $31,586 | $36,548 | 0.83% | $39,169 | 1.43% |
| Lee County | $36,193 | $50,185 | 2.03% | $54,218 | 1.61% |
| State of Iowa | $39,469 | $58,745 | 2.57% | $66,956 | 2.79% |

Keokuk, Lee County and the state of Iowa all saw an increase in median household income from 2000 to 2019. Both city and county are below state averages. All three areas are expected to continue growing through 2024.

[2] STDB – Demographic and Income Comparison Profile & Iowa Data Center
[3] STDB – Demographic and Income Comparison Profile & Iowa Data Center
[4] STDB – Demographic and Income Comparison Profile & Iowa Data Center

## Employment

The following table shows Lee County's unemployment rates. Rates have continuously been higher than state averages. 2009 marked thigh highest for Lee County at 10.2%. Since, rates have been on the decline for both the county and state.

**UNEMPLOYMENT RATES[5]**

| Year | Lee Co. | Iowa |
|---|---|---|
| 2007 | 5.7% | 3.8% |
| 2008 | 6.6% | 4.1% |
| 2009 | 10.2% | 6.2% |
| 2010 | 8.9% | 6.3% |
| 2011 | 8.1% | 5.9% |
| 2012 | 7.2% | 5.2% |
| 2013 | 7.1% | 4.7% |
| 2014 | 5.9% | 4.4% |
| 2015 | 5.4% | 3.8% |
| 2016 | 6.0% | 3.7% |
| 2017 | 5.5% | 3.1% |
| 2018 | 4.2% | 2.6% |
| 2019 | 4.0% | 2.7% |

**LEADING EMPLOYERS[6]**

| Company | Industry | Size Class |
|---|---|---|
| Henniges Automotive | Wholesale Trade | 1000-4999 |
| Griffin Wheel Co | Retail Trade | 250-499 |
| Roquette America Inc. | Agricultural/Manufacturing | 250-499 |
| Walmart Supercenter | Retail Trade | 250-499 |
| Hy-Vee | Retail Trade | 100-249 |
| Keokuk School District | Education | 100-249 |
| Lexington Square Senior | Health Care | 100-249 |
| River Hills Village Assisted Living | Health Care | 100-249 |
| Solvaira Specialties | Manufacturing | 100-249 |
| ADM Milling Co | Manufacturing | 50-99 |
| Amjet Turbine Systems LLC | Manufacturing | 50-99 |
| Cardinal Care Corp | Health Care | 50-99 |
| Keokuk Area Medical Equipment | Wholesale Trade | 50-99 |
| Keokuk Contractors Inc | Construction | 50-99 |
| Seither & Cherry Co | Construction | 50-99 |

The following table breaks down the multiple industries in the city. Manufacturing, health care and retail trade are among the largest industries in Keokuk.

**LEE COUNTY INDUSTRY SECTOR[7]**

| Industry | % | Industry | % |
|---|---|---|---|
| Agricultural, Forestry, Fishing & Hunting | 0.9% | Real Estate, Rental & Leasing | 0.7% |
| Mining, Quarrying, Oil & Gas Extraction | 0.0% | Professional, Scientific & Technical Services | 1.7% |
| Utilities | 0.7% | Management and Enterprises | 0.0% |
| Construction | 7.0% | Administration & Support | 6.3% |
| Manufacturing | 25.6% | Educational Services | 7.4% |
| Wholesale Trade | 2.4% | Health Care and Social Assistance | 14.1% |
| Retail Trade | 11.7% | Arts, Entertainment, and Recreation | 0.2% |
| Transportation & Warehousing | 2.5% | Accommodation and Food Services | 6.9% |
| Information | 0.6% | Other Services | 3.2% |
| Finance and Insurance | 2.5% | Public Administration | 5.7% |

## Transportation

Keokuk is located along the Illinois and Missouri border in southeast Iowa. Highway 218 is a two-way, 4-lane highway running north/south through the city. It connects residents to Highway 61 which reaches Fort Madison and Burlington. Keokuk is served by the BNSF Railway and the Keokuk Junction Railway. The Keokuk Municipal Airport is located north of the city for small private jets. The Southeast Iowa Regional Airport is located ±38 miles north in Burlington and ±44 miles south is the Quincy Regional Airport in Illinois.

## Summary

The population of Keokuk is declining. We anticipate Keokuk will remain economically stable over the near term, with a gradual long-term decline as its population shrinks.

[5] Bureau of Labor Statistics
[6] Iowa Workforce Development – Employer Database
[7] OnTheMap – 2017 Work Area Profile Analysis, U.S. Census Bureau

# DESCRIPTION OF SUBJECT

## General

The land area is ±78.73 acres, net of road right-of-way, according to assessment records. The site has frontage on and access to Carbide Lane, a paved road with an east/west axis. It also has frontage on US Highway 61, a two-lane highway along the west side of the subject.

## Soil Conditions

The client has provided a Phase 1 Environmental Site Assessment prepared by Impact 7G dated April 3, 2018. This same report references a Phase 1 completed in 2009. The City has also provided a Phase II Targeted Brownfields Assessment Dated September 22, 2016 and an Analysis of Brownfields Cleanup Alternatives Report dated November 23, 2016, both prepared by Tetra Tech. These documents note significant environmental contamination on the site. The documents are lengthy, making inclusion in the addendum of our report impractical. We have instead retained copies in our file. The Analysis of Brownfields Cleanup Alternatives Report presents three options. Excerpts from this report follow:

**TABLE 1**

**COMPARISON OF ALTERNATIVE COSTS**

| No. | Alternative | Cost* |
|---|---|---|
| 1 | No Action | $0 |
| 2 | Limited Removal and Installation of Surface Cover | $3.2 million |
| 3 | Wide-Area Soil Removal and Off-site Disposal | $1.6 million |

Notes:

* Cost includes direct and indirect cost of each alternative. The following mark-ups were applied to each alternative as appropriate:

- Professional labor overhead/general and administrative costs – 132%
- Field office overhead/general and administrative costs – 25%
- Subcontractor profit – 8%
- Prime contractor profit – 8%
- Owner cost – 11%

Tetra Tech applied selected functions of RACER Version 11.2 (2013) software to assist in evaluation of appropriate cleanup objectives, and to obtain associated cost estimates.

**6.3.1 Alternative 1 – No Action**

The no action alternative is presented for baseline comparison. This alternative would provide no containment, treatment, removal, or monitoring of contaminants. Because the no action alternative would not be protective of human health or the environment, it is not considered effective. No costs are associated with this alternative.

**6.3.2 Alternative 2 – Limited Removal and Installation of Surface Cover**

This alternative would mitigate site worker and construction worker exposure to impacted surface soil by combining soil removal with installation of an asphalt surface cover. Under this alternative, areas with obvious surface spills of coal-tar pitch, coke, or coal would be excavated, and disposal of the removed material would occur off site. These areas were identified and sampled during the July 2016 Phase II TBA sampling. Sampling results indicated that the material from these spill areas would be considered

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non-hazardous, and therefore disposal could likely occur at a nearby Resource Conservation and Recovery Act (RCRA) Subtitle D landfill. Following cleanup of the bulk spill areas, an asphalt surface cover would be installed over areas of the site where analytical testing has indicated that contaminant concentrations in surface soils exceed IDNR risk criteria. Figure 3 in Appendix A shows the conceptual design for this alternative, spill areas identified during the July 2016 Phase II TBA sampling, and the assumed area that would require a surface cover to prevent worker exposure to impacted surface soils.

The following assumptions underlay development of the cost estimate of this alternative:

- A total area of 1.5 acres would be excavated to an average depth of 6 inches to address bulk spills of coal-tar pitch, coke, or coal (these areas are depicted by blue boundaries on Figure 3 in Appendix A). Disposal of this material as non-hazardous waste would occur at a nearby landfill. The estimate includes costs of analysis of five samples to confirm that the material is non-hazardous.

- Following excavation of the spill areas, an approximately 13.7-acre area would require surface cover to prevent worker exposure to impacted surface soils (this area is depicted by a yellow boundary on Figure 3 in Appendix A). Assumedly, some surface would be covered during redevelopment of the site with buildings, surface parking, and roads. For purposes of the cost estimate, it was assumed that 3.5 acres of surface would be covered by redevelopment, leaving approximately 11 acres that would require an asphalt surface cover to prevent exposure to impacted surface soils. Thus, the cost estimate includes cost of installing an approximately 11-acre asphalt cover.

- The asphalt cover would be composed of a 6-inch base course layer and a 3-inch asphalt topping.

- Soil sampling would be required to confirm that the surface soil pathway will have been addressed. This would include collection of 20 surface soil samples for analyses for semivolatile organic compounds (SVOC) and metals.

- Impacted subsurface soil would be addressed by administrative controls, including development and implementation of a soil management plan.

- Professional environmental services would be necessary to implement land use controls (to restrict use of the property to non-residential use), conduct a risk assessment, develop site-specific cleanup standards, facilitate a public meeting to present the cleanup alternative, provide 2 weeks of field support during the cleanup, and prepare a cleanup report and a soil management plan.

**Feasibility**

This alternative would be effective in mitigating worker exposure to impacted surface and subsurface soil. Excavation of the bulk spill areas would eliminate site worker and construction worker exposure to soil with relatively high PAH concentrations. Exposure to remaining impacted surface and subsurface soils would be mitigated via the surface cover and administrative controls, including implementation of a soil management plan.

**Cost**

Estimated cost of this alternative is 3.2 million dollars, which includes approximately 2.8 million dollars for construction of the approximately 11-acre asphalt cover composed of a 6-inch base course and 3-inch asphalt topping. Component costs for Alternative 2 are listed in Table 2.

**TABLE 2**

**ALTERNATIVE 2 COSTS**

| Component | Cost |
|---|---|
| Excavation and Sampling | $154,592 |
| Off-site Transportation and Waste Disposal | $52,290 |
| Asphalt Surface Cover | $2,854,834 |
| Risk Assessment | $31,768 |
| Public Meeting | $35,642 |
| Administrative Land Use Controls and Soil Management Plan | $68,275 |
| Cleanup Report | $19,985 |
| **Total** | **$3,217,385** |

### 6.3.3 Alternative 3 – Wide-Area Soil Removal and Off-Site Disposal

This alternative would mitigate site worker and construction worker exposure by removal and off-site disposal of surficial soil covering areas of the site where analytical testing has indicated that contaminant concentrations in surface soils exceed IDNR risk criteria. Figure 4 in Appendix A shows the conceptual design of this alternative and areas assumed to require excavation.

The following assumptions underlay development of the cost estimate of this alternative:

- A total area of 14.6 acres is assumed to require cleanup to address impacted surface soils (these areas are depicted by yellow boundaries on Figure 4 in Appendix A). Because this 14.6-acre area includes several existing manufacturing buildings that could remain in place, approximately

25 percent of the area assumedly would remain covered by existing structures and would not require excavation. Thus, excavation over a total area of approximately 11 acres was assumed.

- Average depth of excavation is assumed to be 6 inches.
- Soil sampling would be necessary over the wide area of excavation to confirm that the surface soil pathway will have been addressed. This would include collection of 200 surface soil samples for analyses for SVOCs and metals.
- Impacted subsurface soil would be addressed by administrative controls, including development and implementation of a soil management plan.
- Professional environmental services would be necessary to implement land use controls (to restrict use of the property to non-residential use), conduct a risk assessment, develop site-specific cleanup standards, facilitate a public meeting to present the cleanup alternative, provide 8 weeks of field support during the cleanup, and prepare a cleanup report and a soil management plan.

**Feasibility**

Excavation and off-site disposal of impacted surface soil would eliminate site worker and construction worker exposure to impacted soil, and implementation of this is feasible, particularly if impacted soils are generally near the surface (for cost estimating purposes, an average excavation depth of 6 inches is assumed). This alternative would become less feasible and less cost effective if increased excavation depths are required.

**Cost**

Estimated cost of this alternative is 1.6 million dollars, which includes approximately 1.4 million dollars for excavation and off-site disposal of surficial soil over an approximately 11-acre area. Component costs for Alternative 3 are listed in Table 3.

**TABLE 3**

**ALTERNATIVE 3 COSTS**

| Component | Cost |
|---|---|
| Excavation and Sampling | $1,060,195 |
| Off-site Transportation and Waste Disposal | $381,631 |
| Risk Assessment | $31,768 |
| Public Meeting | $35,642 |
| Administrative Land Use Controls and Soil Management Plan | $68,275 |
| Cleanup Report | $19,985 |
| **Total** | **$1,597,496** |

### 6.4 RECOMMENDED CLEANUP ALTERNATIVE

Alternatives 2 and 3 would mitigate exposure of site and construction workers to impacted soil. Because both cleanup alternatives involve cleanup over wide areas of the site, including areas that would likely be affected by redevelopment of the site, selection (and further development) of one of these cleanup alternatives will likely occur in coordination with future redevelopment plans for the site.

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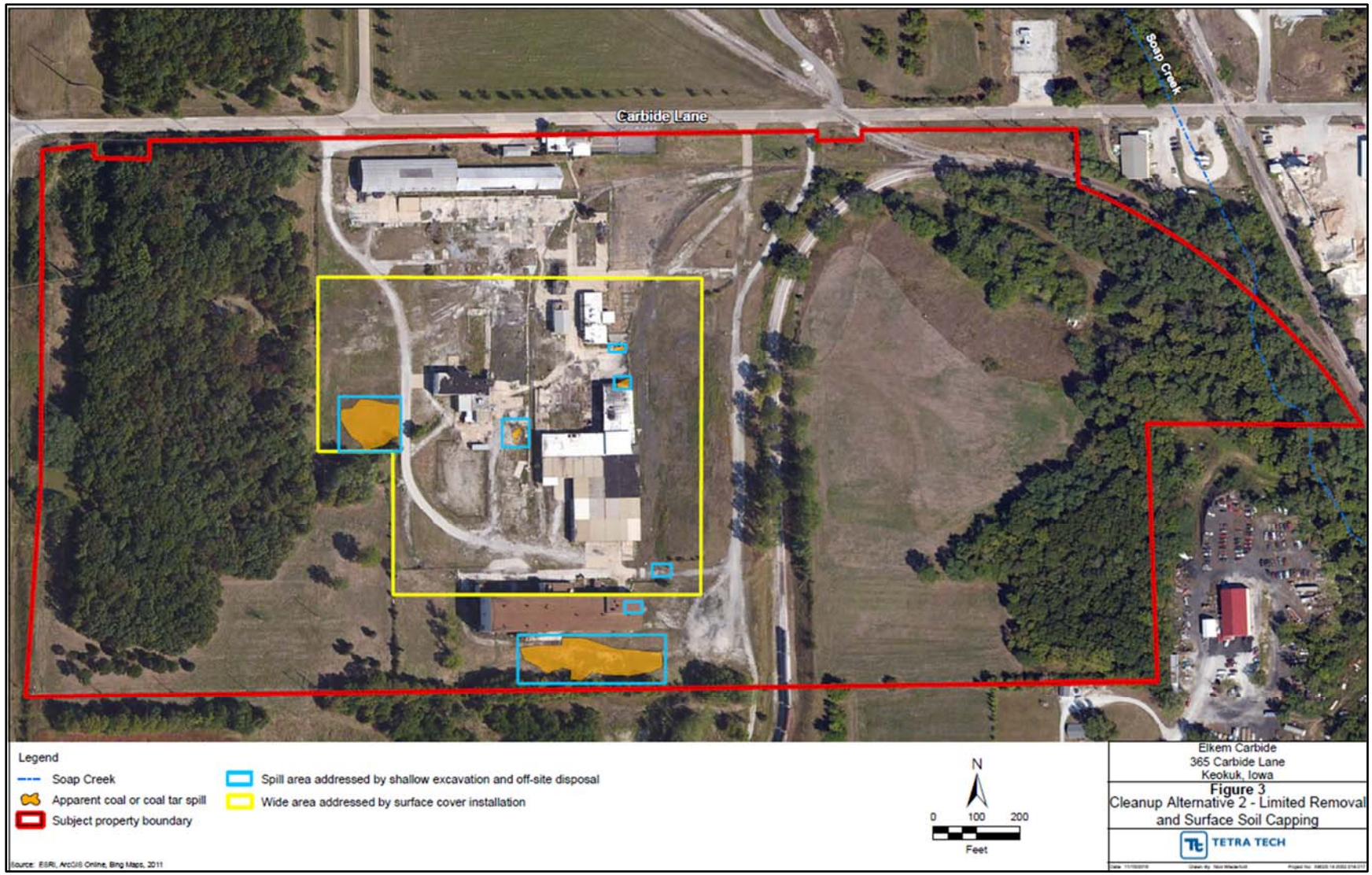
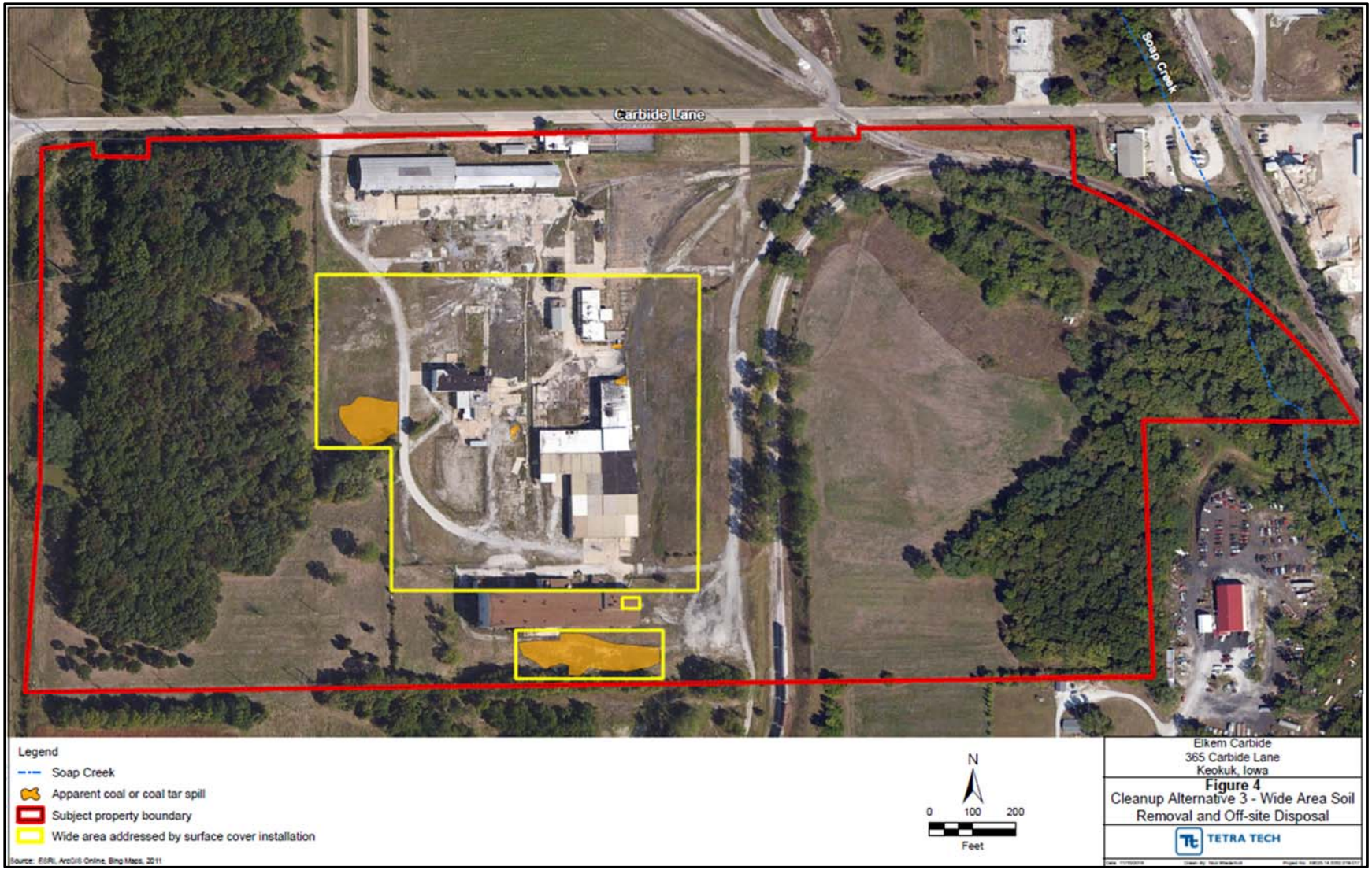
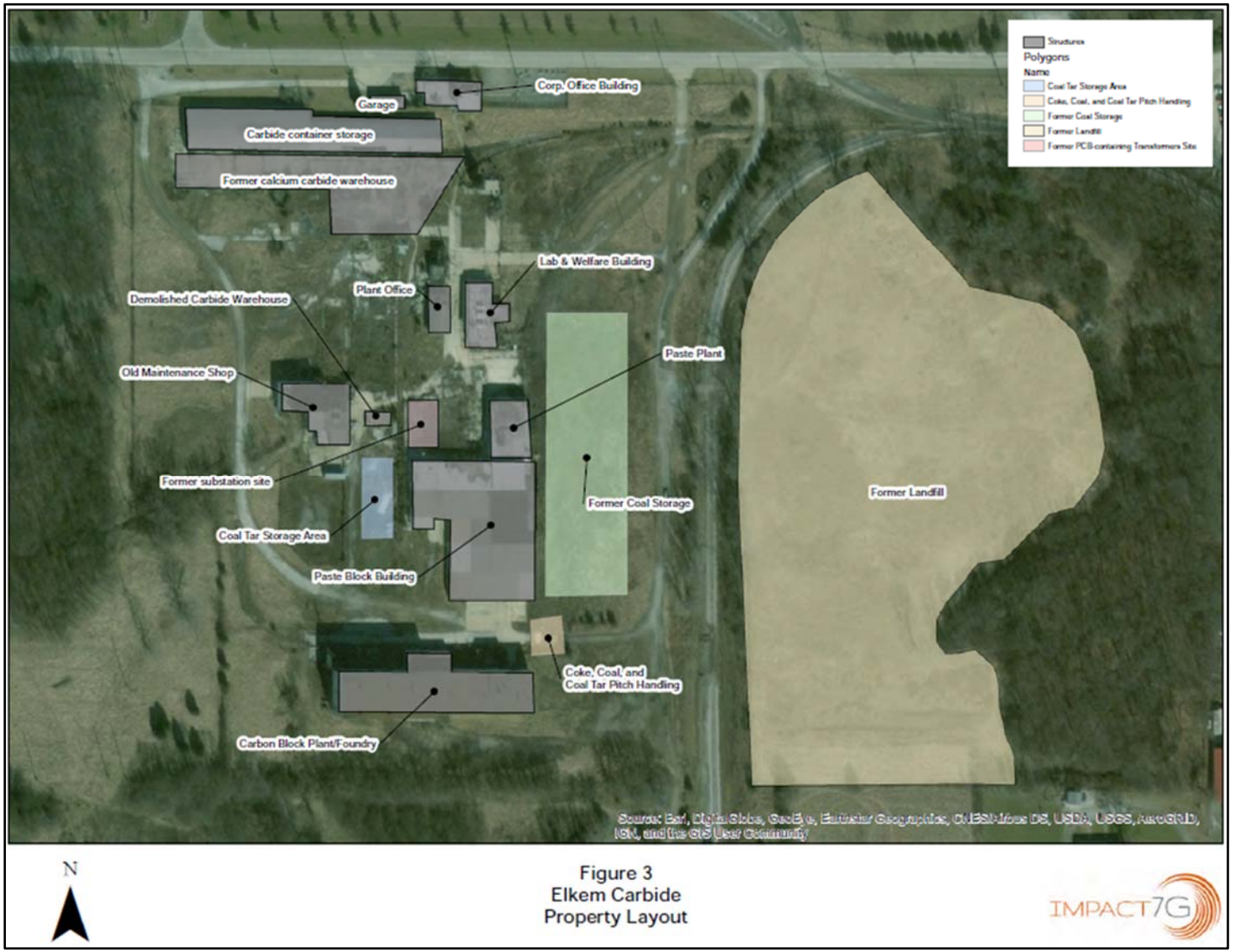
Although we have conducted no soil tests, it is assumed that the site would support those improvements that represent the highest and best use of the site, after remediation of environmental contamination. Figures 3 and 4 referenced in the preceding excerpts are shown on the following pages:


Carbide Lane
Soap Creek
Legend
Soap Creek
Apparent coal or coal tar spill
Subject property boundary
Spill area addressed by shallow excavation and off-site disposal
Wide area addressed by surface cover installation
N
0
100
200
Feet
Source: ESRI, ArcGIS Online, Bing Maps, 2011
Elkem Carbide
365 Carbide Lane
Keokuk, Iowa
Figure 3
Cleanup Alternative 2 - Limited Removal and Surface Soil Capping
TETRA TECH


Carbide Lane
Soap Creek
Legend
Soap Creek
Apparent coal or coal tar spill
Subject property boundary
Wide area addressed by surface cover installation
Source: Esri, ArcGIS Online, Bing Maps, 2011
N
0
100
200
Feet
Elkem Carbide
365 Carbide Lane
Keokuk, Iowa
Figure 4
Cleanup Alternative 3 - Wide Area Soil Removal and Off-site Disposal
TETRA TECH

In addition, the Phase 1 provides a map identifying past building uses, as well as a former landfill on the site. This is shown below:



The City reports that the former landfill is not buildable, but that it can be used for parking or outdoor storage. Based on the map above, and the measuring tool on the assessor's aerial photo, we estimate the size of the former landfill to be ±11.5 acres.

### Shape
The site is irregular in shape.

### Topography
The central portion of the site is generally level. The eastern and western portions of the site are sloping and wooded. Using the measuring tool on the assessor's aerial photo, we estimate the eastern wooded area to be ±13 acres in size, and we estimate the western wooded area to be ±17 acres in size.

### Flood Hazard Area
The vast majority of the site is not in a 100 or 500-year floodplain. A small part of the easternmost portion of the site is in a 100-year floodplain. We note this is within the eastern wooded area noted above.

### Easements & Encroachments[8]
The site is crossed by a rail line in its northeastern corner, and a rail line serving the property adjacent south crosses the subject from north to south. It is assumed that easements exist for these. Other than these, and typical utility easements, we are aware of no easements that affect the subject site. During our observation we did not note any encroachment.

### Utilities
All utilities are available.

### Surrounding Development
North across the street is a manufacturing property built in the 1970s. Adjacent south is a food processing facility built from 1979 to 1981, as well as an older single-family residence. Nearby west and northwest across Highway 61 is undeveloped land and single-family homes. Southwest across Highway 61 is an industrial park. Properties east of the subject along Carbide Lane are predominantly improved with industrial uses.

### Zoning
The site is zoned M-2, Heavy Industrial District. This district permits numerous industrial uses, as well as retail and office uses. It prohibits residential uses. The bulk regulations are summarized next.

| **HI Bulk Regulations** | |
|---|---|
| Minimum Lot Area | None |
| Minimum Setbacks | |
| Front Yard | 25 ft |
| Side Yard | 5 ft |
| Rear Yard | 25 ft |
| Minimum Lot Width | None |
| Maximum Building Height | 100 ft |

[8] Please refer to the assumptions and limiting conditions regarding easements and encroachments.

### Deed Restriction

The subject sold in 2008 subject to a deed restriction prohibiting "production or manufacture of Soderberg Electrode Paste and/or Electrically Calcined Antricite without the express prior written approval of the Grantor."

## IMPROVEMENTS

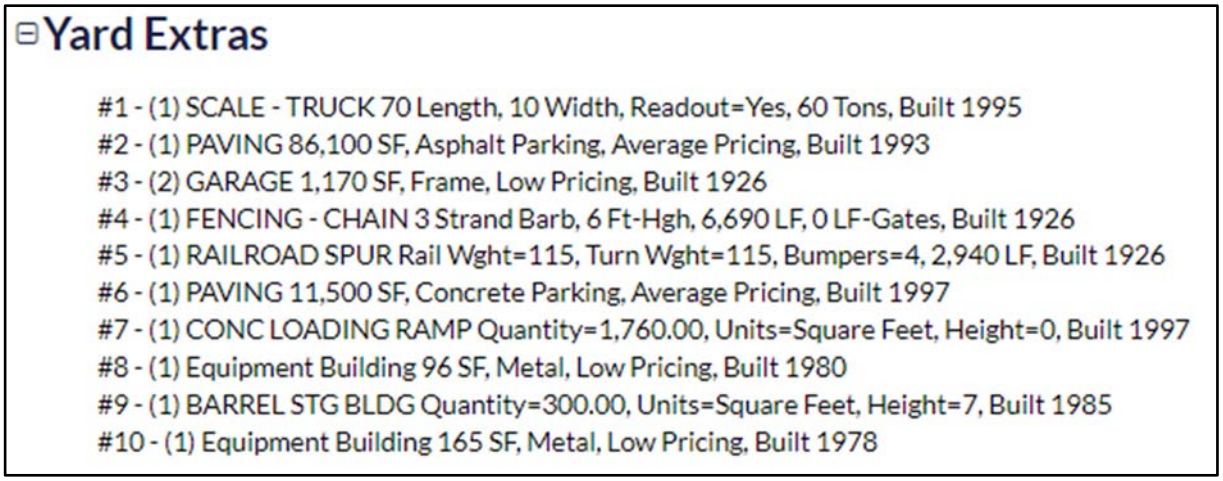
The site is improved with several industrial buildings formerly used for smelting zinc and lead, as well as for producing "electrode paste, tin cans, frary metals, bearings, and various carbide products", per the Phase 1. A summary of descriptive information about the buildings from assessment records follows:

**BUILDING SUMMARY TABLE**

| Building | GBA | Yr. Blt. | Stories | Comment |
|---|---|---|---|---|
| Bldg. 1 | 28,760 | 1929/42 | 1 | Metal frame & exterior. |
| Bldg. 2 | 3,902 | 1920/64/70/85 | 1 | Office bldg. |
| Bldg 3 | 544 | 1977 | 1 | Block bldg. |
| Bldg. 4 | 2,720 | 1975 | 1 | Office bldg. |
| Bldg 5 | 5,207 | 1927/75 | 1 | Office bldg. |
| Bldg. 6 | 51,240 | 1964/57/90/65 | 1 | Mostly metal bldg. |
| Bldg. 7 | 31,274 | 1978 | 1 | Mostly metal bldg. |
| Bldg. 8 | 9,107 | 1978 | 1 | Mostly metal bldg. |

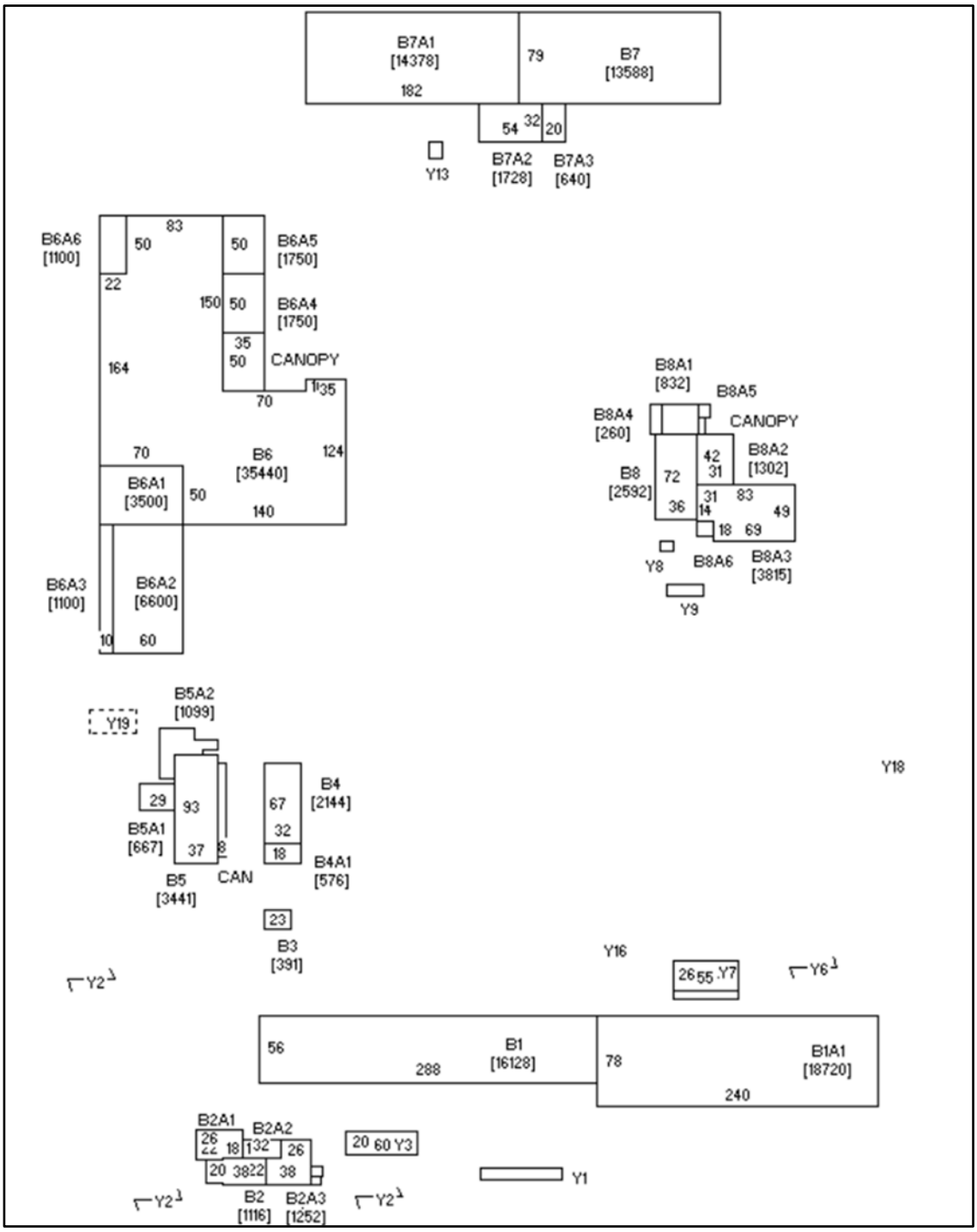
The buildings are in poor to very poor condition. The owner's representative says that neither they nor the owner have visited the subject, but they say they have received multiple reports of vandalism and theft of copper building components. The City also reports that copper building components have been stolen. During our site visit we did not enter the buildings, but their exteriors were generally observed to be in poor to very poor condition.

There are gravel driveways and paved areas on the site, and the site is surrounded by chain link fencing. During our site visit, the paving and fence were observed to be in poor condition. There is also a truck scale on the site along Carbide Lane. Information from assessment records about the site improvements follows:




The assessor's building sketch is presented on the following page.

## ASSESSOR'S BUILDING SKETCH



# HIGHEST AND BEST USE

This section seeks to determine the most profitable use of the subject land, as if it were vacant as well as the improved property. Refer to the Definition pages in the Addenda for a full definition of highest and best use.

The appraisal problem did not warrant an intensive highest and best use study, in which a survey of the local market would have been conducted to determine supply and demand factors to determine the feasibility of alternative uses. Our conclusion of highest and best use is based on our experience, historical data and observation of the market. This is an inferred analysis.

## The Site if Vacant

**Physically Possible**

The site contains a total area of ±78.73 acres. Most of the site is not in a 100 or 500 year flood hazard area. The central portion of the site is generally level. The eastern and western portions of the site are sloping and wooded. Using the measuring tool on the assessor's aerial photo, we estimate the eastern wooded area to be ±13 acres in size, and we estimate the western wooded area to be ±17 acres in size. Approximately 11.5 acres of the subject is a former landfill, and there is environmental contamination on the site.

**Legally Permissible**

The highest and best use of a property must also be legally permissible. Private deed restrictions and municipal restrictions of zoning are the most common considerations.

The subject is impacted by a deed restriction prohibiting "production or manufacture of Soderberg Electrode Paste and/or Electrically Calcined Antricite without the express prior written approval of the Grantor." To our knowledge, there are no other atypical private deed restrictions on this property.

The site is zoned M-2, Heavy Industrial District. This district permits numerous industrial uses, as well as retail and office uses. It prohibits residential uses.

**Financially Feasible**

Of those physically possible and legally permissible uses, we must determine which are financially feasible. More specifically, which uses are likely to produce an income or return equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

The developable portions of the subject are not exposed to enough traffic flow for retail use to be financially feasible. The subject is surrounded predominantly by industrial development and undeveloped land. We conclude office development is not financially feasible. Keokuk is declining in population, and we have observed in past appraisal assignments that industrial development in small communities in Iowa similar to Keokuk is not financially feasible without government incentives. We conclude it is financially feasible to hold the site for future industrial development when incentives become available.

**Maximally Productive**

Of the financially feasible uses, the use that provides the highest price or value is the highest and best use.

Based on our examination of the preceding aspects of highest and best use, it appears that the highest and best use of the site if vacant is to hold it for future industrial use. The most probable user is an owner-occupant.

## HIGHEST AND BEST USE AS IMPROVED

The subject is improved with multiple industrial buildings that are in poor to very poor condition, as well as associated site improvements. An agent who listed the subject for sale in 2012 says that some interest was received in the property, but the prospective buyers wanted to only purchase a portion of it, and the seller was unwilling to divide it. They also say that the interested parties wanted to use the land for outdoor storage, and that said parties planned to tear down the buildings. The subject was subsequently donated to a nonprofit entity that was not aware of the extent of environmental contamination on the site. We conclude the site should be redeveloped for industrial use. The wooded, sloping land would be expected to be used for green space as part of this redevelopment, and the former landfill area would be expected to be used for outdoor storage and/or parking. We note that based on land sales reviewed in the sales approach, as well as estimated environmental remediation costs and demolition costs discussed in the sales approach, the value of the site as vacant, remediated, and available for development is exceeded by the cost of demolition and remediation. We conclude that the highest and best use of the site as improved, as is, is to hold it for future redevelopment when incentives become available to offset part or all of the cost of demolition and remediation.

## DESCRIPTION OF RIGHTS TO BE ACQUIRED

The City of Keokuk proposes to acquire fee title in the entire subject.

## EFFECT OF THE ACQUISITION

The subject property will be acquired by the City in its entirety.

## SALES COMPARISON APPROACH

The essence of the Sales Comparison Approach is to discover what similar properties have sold for recently in the local market, and after an appropriate adjustment process, to develop indications of what they would have sold for if they had possessed all of the physical and economic characteristics of the property being appraised.

We researched the market for sales of buildings that would provide a good indication of value for the property being appraised. Of the sales found, five have been selected for presentation. The essential data for each sale is shown in the Sales Comparison Adjustment Table. Additional information about the sales is included in the Addenda.

The Sales Comparison Adjustment Table follows. It is a presentation of the essential data for each sale and the adjustments we deemed necessary. The most consistent indicator of value is the sale price per acre and adjustments are made on this basis. Some of the sales require adjustments for a variety of factors and therefore extracting adjustments independent of other adjustments is difficult. Because of this, we have relied on qualitative adjustments for some items. Qualitative adjustment is similar to how typical market participants analyze sales and are made on a plus (+) or minus (-) basis. We have also made quantitative adjustments for some items. An adjustment greater than 1.00 indicates that an upward quantitative adjustment is necessary, and an adjustment less than 1.00 indicates that a downward quantitative adjustment is necessary. We use the multiplicative method of making adjustments. The sales comparison adjustment table follows and it is followed by a discussion of the relevant adjustments.

**LAND SALES COMPARISON AND ADJUSTMENT TABLE**

| Sale | Subject | 1 | | 2 | | 3 | | 4 | | 5 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Comp ID | NA | 295925 | | 315668 | | 310611 | | 314371 | | 315667 | |
| Address | 365 Carbide Lane | E of 1501 E Mapleleaf | | NWC West & Burlington | | N of 141st S of Willis | | 1515 O Ave | | 3001 Grandview Ave | |
| City | Keokuk | Mount Pleasant | | Burlington | | Perry | | Fort Dodge | | Muscatine | |
| Sale Price (SP) | NA | $862,995 | | $309,000 | | $224,840 | | $180,000 | | $557,760 | |
| Area (Acres) | 78.73 | 75.51 | | 9.58 | | 10.26 | | 10.00 | | 26.06 | |
| SP/$Acre | N/A | $11,429 | | $32,255 | | $21,914 | | $18,000 | | $21,403 | |
| Grantor | N/A | L. Manlove Trust | | Grow Greater B. | | C. Stukenholtz | | Southern Properties | | S & C Morse | |
| Grantee | N/A | AZBA, LLC | | Van Meter, Inc. | | Central IA Ready Mix | | Castor Construction | | State of IA | |
| | | Attribute | Adj | Attribute | Adj | Attribute | Adj | Attribute | Adj | Attribute | Adj |
| Property Rights Conveyed | Fee Simple | Fee Simple | | Fee Simple | | Fee Simple | | Fee Simple | | Fee Simple | |
| Cash Equivalency | Typical | Typical | | Typical | | Typical | | Typical | | Typical | |
| Conditions of Sale | Typical | Typical | | Typical | | Typical | | Typical | | Typical | |
| Market Conditions | 5/27/2020 | 1/12/2018 | 1.04 | 11/30/2017 | 1.05 | 2/22/2019 | 1.02 | 10/11/2018 | 1.03 | 10/21/2016 | 1.07 |
| Adjusted Sale Price | N/A | | $897,515 | | $324,450 | | $229,337 | | $185,400 | | $596,803 |
| Adjusted Price / Acre | N/A | | $11,886 | | $33,867 | | $22,353 | | $18,540 | | $22,901 |
| Other Considerations | | | | | | | | | | | |
| Location | Keokuk | Inferior | 1.10 | Similar | | Superior | 0.90 | Similar | | Similar | |
| Size | 78.73 | 75.51 | | 9.58 | 0.85 | 10.26 | 0.85 | 10.00 | 0.85 | 26.06 | 0.90 |
| Shape | Irregular | Rectangle | | Similar | | Similar | | Rectangle | | Similar | |
| Utilities | All Public | All Near | + | Similar | | Similar | | See Below | 1.17 | No Sewer | + |
| Topo - Wooded Area | See Below | Superior | 0.75 | Superior | 0.70 | Superior | 0.70 | See Below | | Superior | 0.70 |
| Topo - Landfill | See Below | Superior | 0.93 | Superior | 0.93 | Superior | 0.93 | See Below | | Superior | 0.93 |
| Demolition & Remediation | See Below | Superior | See Below | Superior | See Below | Superior | See Below | Superior | See Below | Superior | See Below |
| Zoning | M2 | A-1 | | M-2 | | L-I | | HI | | M-1 | |
| Total Adjustment (Rounded) | | | 0.77 | | 0.55 | | 0.50 | | 0.99 | | 0.59 |
| Indicated Subject Value Per Acre | | | $9,152 | | $18,627 | | $11,177 | | $18,355 | | $13,512 |
| Additional Qualitative Adjustment Necessary | | | + | | None | | None | | None | | + |

### *Explanation of Adjustments*

**Property Rights Conveyed** – No adjustment is necessary for property rights conveyed.

**Cash Equivalency** – No adjustment is necessary for cash equivalency.

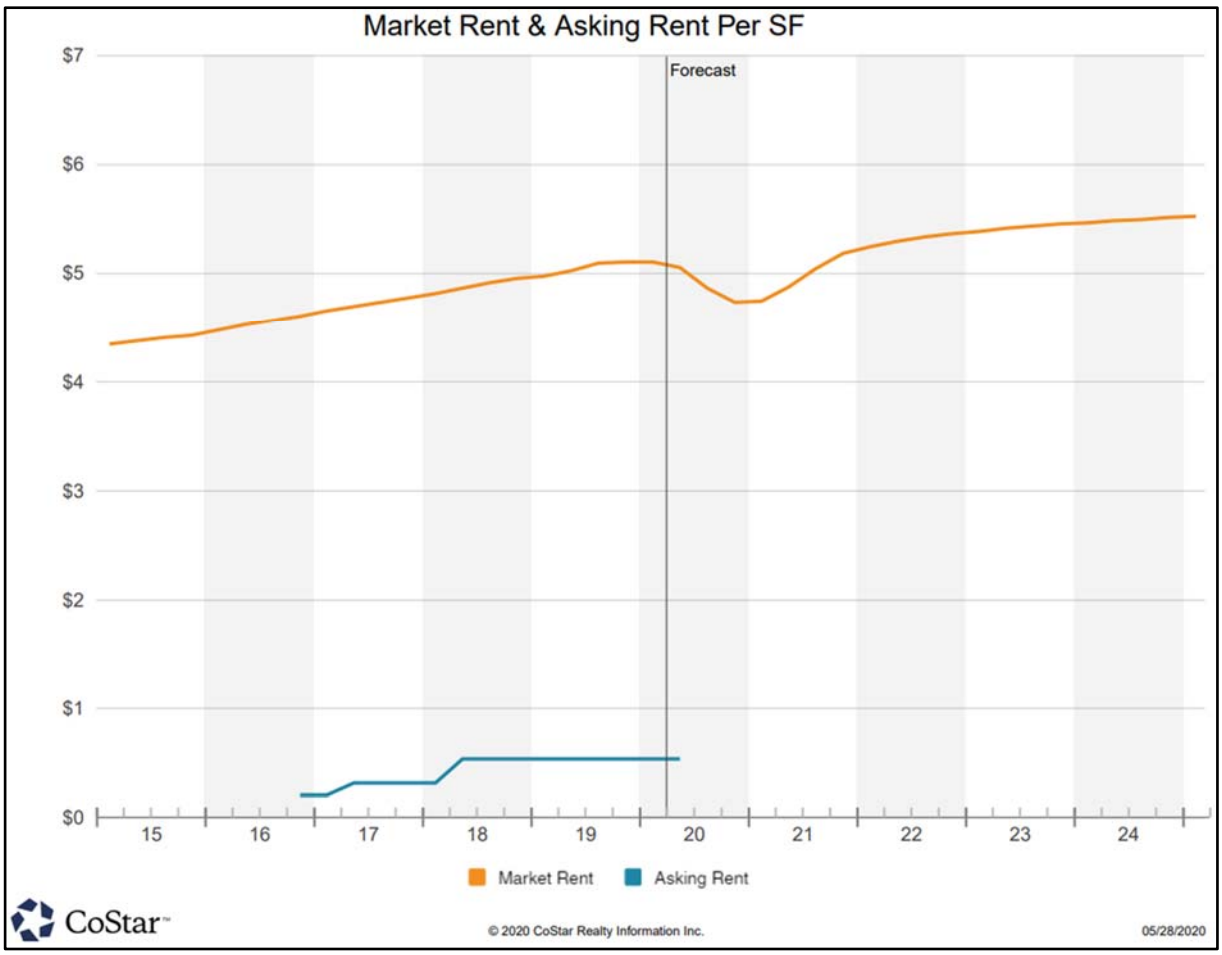
**Conditions of Sale** – No adjustments are necessary for conditions of sale.

**Market Conditions** - The market conditions adjustment is based upon the change in property values that have occurred in the market between the date of the comparable sale and the valuation of the subject. We have adjusted the comparable sales upward by two percent per year through March 1, 2020. In March 2020 extraordinary social distancing measures were put in place to control a coronavirus pandemic. As of the date of this report, these measures are still in place, and they have caused a recession. As of April 10, a consensus forecast by 60 economists surveyed by the Wall Street Journal projects a 25.3 percent drop in second quarter GDP followed by 6 percent growth in the third quarter and 6.6 percent growth in the fourth quarter.

Anecdotally, we have observed several commercial real estate sales that have been either postponed or cancelled due to concerns about the oncoming recession. However, we have observed others that have closed. Our conversations with local landlords and lenders indicate that many businesses, particularly retail and restaurant businesses, are requesting rent forgiveness and mortgage forbearance. However, in late May 2020 we interviewed a Des Moines area broker about the industrial market, and he reported that he was aware of an industrial building that was listed after social distancing measures were put in place sold after a very brief marketing period at a price above ask.

PwC published a national investor sentiment survey on April 6, 2020 addressing current economic conditions. In the national warehouse sector, when asked how long it will take for underlying warehouse fundamentals to see the negative impact of social distancing measures, more than 30 percent said within three months, about 15 percent said within 3 to 6 months, and 50 percent said they do not expect any negative impact. Nearly 60 percent of survey respondents reported warehouse tenants are not yet seeking rent relief. Fifty percent of survey respondents said that leasing demand is keeping pace with supply, and just over 30 percent of respondents said it is too early to tell. Less than 20 percent said that supply is outpacing demand.

We have reviewed CoStar analytic data for industrial and flex properties in the Lee County. Their 5-year history of market rent and 5-year projection of market rent for these properties is presented below:




The CoStar forecast is for a ±7 percent drop in market rent from early 2020 to late 2020, followed by a strong rebound in 2021, with market rent anticipated to reach pre-pandemic levels by late 2021.

On the whole, the recession is expected to be deep, but the economy is expected to resume growing later in 2020. It is unclear how expectations of such a recession and subsequent recovery will impact industrial building values and, in turn, industrial land values, as the recession has only recently begun. Based on national survey data, it is expected that industrial real estate values will be less impacted than retail and office values, and based on CoStar data, market rents are expected to recover relatively quickly. Therefore, we will apply no market conditions adjustment after March 1, 2020.

**Location –** We have reviewed population data for the size and growth trajectory of the communities in which the subject and the comparable sales are located. We have also reviewed CoStar analytic data for industrial market rent data in the communities in which the subject and the comparables are located. CoStar reports a significantly lower market rent for industrial properties in Mount Pleasant than in the subject's market, and Sale 1 requires upward adjustment. The same provider reports a much higher industrial market rent in Perry than in the subject's market, and the sale requires downward adjustment. The other sales do not require adjustment.

**Size** - This category takes into consideration the size of the comparable sales in relation to the subject. Typically, as size increases the sale price per acre decreases due to the economies of scale and because there are more buyers for smaller sites than for larger sites. Sale 1 is similar in size to the subject, and no

adjustment is needed. Sales 2 through 5 are much larger than the subject and require downward adjustments. The adjustments are quantified based on a past review of paired sales data.

**Shape -** An irregular shape can diminish the utility of a site and make development more difficult and costly. Neither the subject nor the comparables have shapes that affect their ease of development, and no adjustments are necessary.

**Utilities –** Sales 2 and 3 have similar utility access to the subject, and no adjustment is needed. Sale 4's buyer spent $30,000 extending utilities to the site, and it requires upward adjustment which is quantified based on the buyer's cost. Sales 1 and 5 have inferior utility access to the subject and require upward adjustment. We are unable to quantify the adjustments needed, so we have applied qualitative adjustments that are considered in our reconciliation.

**Topography –** We have considered this adjustment with two separate line items – one for the subject's wooded area and one for its former landfill.

Approximately 38 percent of the subject site is wooded and sloping. This land is not entirely valueless, but it has much less utility than the balance of the site. Based on a review of sale data, we estimate a contributory value of ±$3,500 per acre for this land. We have compared this contributory value to the comparables' sale prices per acre, after adjustment for market conditions. Based on this, we conclude Sales 2, 3, and 5 require a 30 percent downward adjustment. Sale 1 has a lower sale price per acre than the other comparables, so the difference between its price per acre and the estimated contributory value of the wooded land is less than the other sales. Thus, only a 25 percent downward adjustment is applied to Sale 1.

Approximately 14.6 percent of the subject is a former landfill. This land is unsuitable for building construction, but it can be used for outdoor storage and parking. Sales 1, 2, 3, and 5 are superior and are adjusted down seven percent.

Sale 4 required significant expense for grading prior to development of a portion of the site, and part of the site remains undeveloped. We will not adjust Sale 4 for the subject's wooded area or landfill.

**Building Demolition & Remediation of Contamination –** As discussed previously in our report, documents provided by the City show that there is significant environmental contamination on the subject. A report provided by the client and described previously in our report provides two cost estimates. One estimate is for removal of contaminated soils on part of the site with an asphalt surface cover being installed over a large portion of the site. This cost estimate is $3,200,000. The other is for removal of contaminated soil from a wide area of the site at an estimated cost of $1,600,000. These cost estimates are from a report dated November 23, 2016. We do not have access to a more current remediation cost estimate, and we do not have access to inflation data specific to environmental remediation costs. However, Marshall and Swift shows that construction costs, in general, have risen a total of ±9 percent the Central District, which includes Iowa, since Fall 2016.

We will use the $1,600,000 alternative in our analysis. Though it is the least costly, it involves removal of more contaminated soil from the site than the higher cost alternative. It is noted in the Analysis of Brownfields Cleanup Report that the $1,600,000 estimated assumes that part of the contaminated area "would remain covered and would not require excavation." It is also made clear in the calculations

presented in said report that the $1,600,000 remediation cost estimate does not include any demolition costs.

We have not been provided with a demolition cost estimate for the improvements on the site. Data from Marshall and Swift indicates a range in building demolition costs from ±$460,000 to $760,000. However, remediating asbestos and/or other environmental contamination in the buildings could increase the demolition cost, potentially above the upper end of this range. In addition, this demolition cost range is calculated based on demolition costs per gross building area square foot provided by Marshall and Swift, and their cost data does not have an adjustment factor that can be applied to adjust for wall height. One of the buildings on the site has very high exterior walls, and this would likely increase its demolition cost. Finally, this demolition cost estimate does not include any costs for paving removal. While some of the paving on the site may be reusable, some or all may need to be removed as part of the redevelopment of the site.

We have not adjusted the comparable sales down for this factor in the adjustment grid. Instead, we have recognized it in our final reconciliation.

**Zoning –** The subject and the comparable sales have similar zoning, and no adjustment is necessary. Though Sale 1 is zoned for agricultural use, it is designated for future industrial use.

### Other Sales

The City of Keokuk and the Keokuk Economic Development Corporation sold a site nearby southwest of the subject in September 2017 to SAJ, Ltd. The total sale price recorded for the site was $182,395, and the site was 34.53 acres in size. The sale price per acre was $5,282, and the site is zoned M-2. As of the date of our site visit in May 2020, the site has not yet been developed. We have observed that in some instances properties sold in business parks by government entities and economic development groups are sold at discounted prices to incent development, though we note that this was reported not to the be the case with Sale 2. The SAJ property sold for much less per acre than the other comparable sales reviewed. In addition, it was sold by the same government entity that is condemning the subject. Therefore, we have not considered it in our analysis.

A 130.6 acre site on the northwestern side of Fort Dodge at 1946 Harvest Avenue sold to Cargill Inc. from the Ronald W. Woodbury Generation Skipping Trust in February 2012 for $25,911 per acre. Cargill operated an adjacent facility and purchased this land to lease to another company which purchases a product made in the adjacent facility. One of our verification sources reported that the buyer needed a site adjacent their existing facility to meet their needs. Due to the age of this transaction, we have not considered it in our analysis.

### Reconciliation of Values

After adjustment, Sales 1 and 5 indicate values of $9,152 per acre and $13,512 per acre, with upward qualitative adjustment needed for utilities. Sales 2, 3, and 4 indicate values of $18,627, $11,177, and $18,355 per acre after adjustment, with no qualitative adjustment needed.

Even without adjusting the environmental remediation cost estimate of $1,600,000 up for inflation, the cost per acre divided across the entire subject is $20,323 ($1,600,000 ÷ 78.73). Dividing the low end of the demolition cost estimate range, which likely understates the true demolition cost for the improvements, across the entire subject indicates a demolition cost per acre of $5,843 ($460,000 ÷ 78.73). Summing these together indicates a combined demolition and remediation cost of $26,166 per acre across the entire subject. It is likely that this understates the true, current demolition and remediation cost, but this cost is well above any of the comparables' value indications after adjustment for all other factors. It is also above the sale prices per acre of four of the five comparable sales before any

adjustment, and it is more than double the unadjusted sale price per acre of Sale 1, the most similar comparable to the subject in size.

We conclude that the cost of demolishing the buildings on the site and remediating environmental contamination exceeds the value of the site as vacant and remediated. This indicates that the market value of the subject, As Is, is nil, and that just compensation for the acquisition is, **$0.**

### Extraordinary Assumption

***We have relied on reports prepared by other parties and provided to us by the City for information about environmental contamination on the site and the cost of its remediation. Our value opinion assumes that this information is accurate. If it is not, our estimate of just compensation may be different.***

## LOCATION MAP

## PHOTOGRAPHS

**PHOTO 1: LOOKING WEST PAST SUBJECT ON CARBIDE LANE, SUBJECT ON LEFT**

**PHOTO 4: INDUSTRIAL BUILDING ALONG CARBIDE LANE**

**PHOTO 2: LOOKING EAST PAST SUBJECT ON CARBIDE LANE, SUBJECT ON RIGHT**

**PHOTO 5: INDUSTRIAL BUILDING ALONG CARBIDE LANE**

**PHOTO 3: INDUSTRIAL DEVELOPMENT NORTH ACROSS STREET**

**PHOTO 6: PARKING ALONG CARBIDE LANE**

**PHOTO 7: OFFICE BUILDING ALONG CARBIDE LANE**

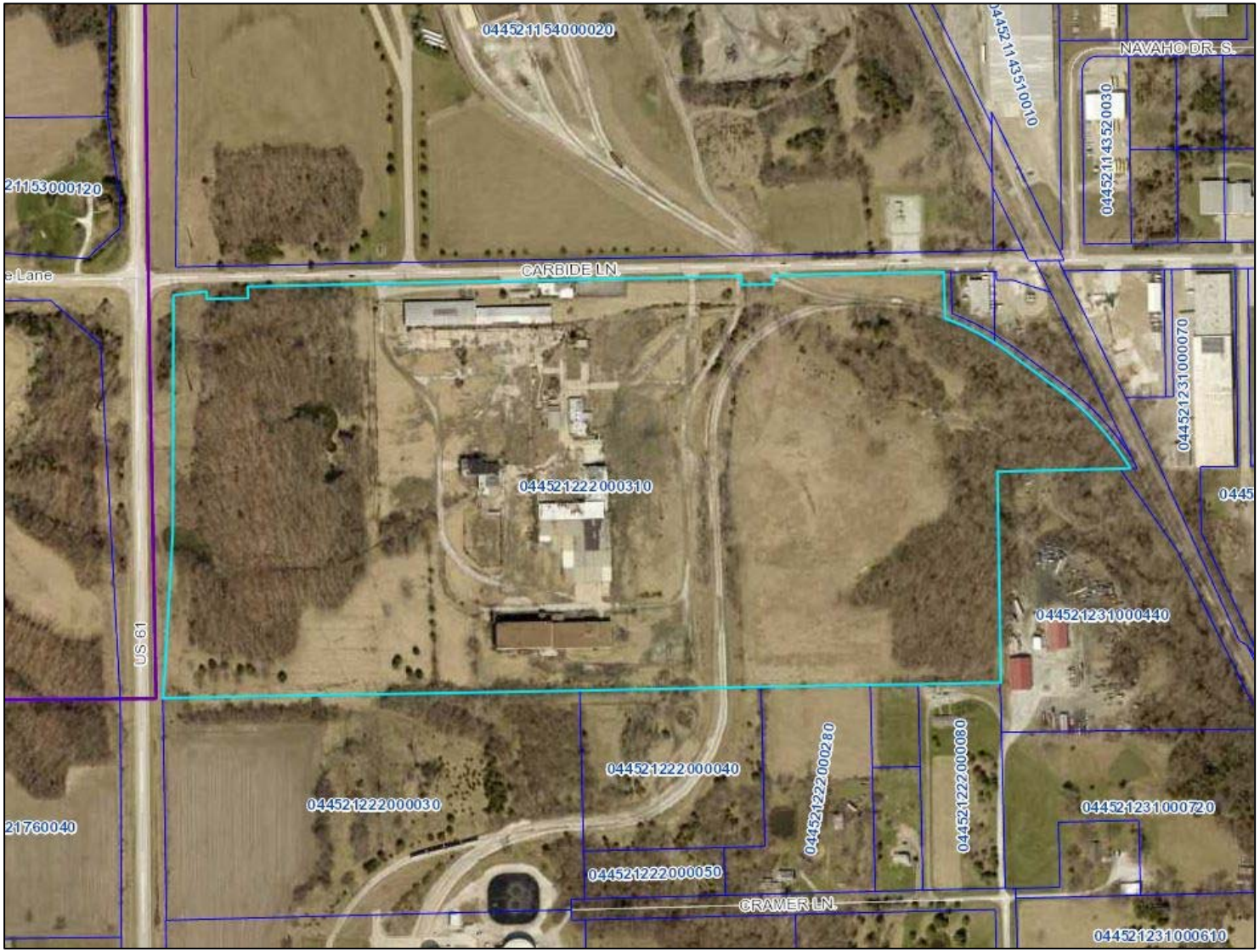
**PHOTO 8: LOOKING SOUTH AT SUBJECT FROM PARKING LOT EAST OF BUILDINGS ALONG CARBIDE LANE**

**PHOTO 9: LOOKING EAST FROM SUBJECT ON CARBIDE LANE**

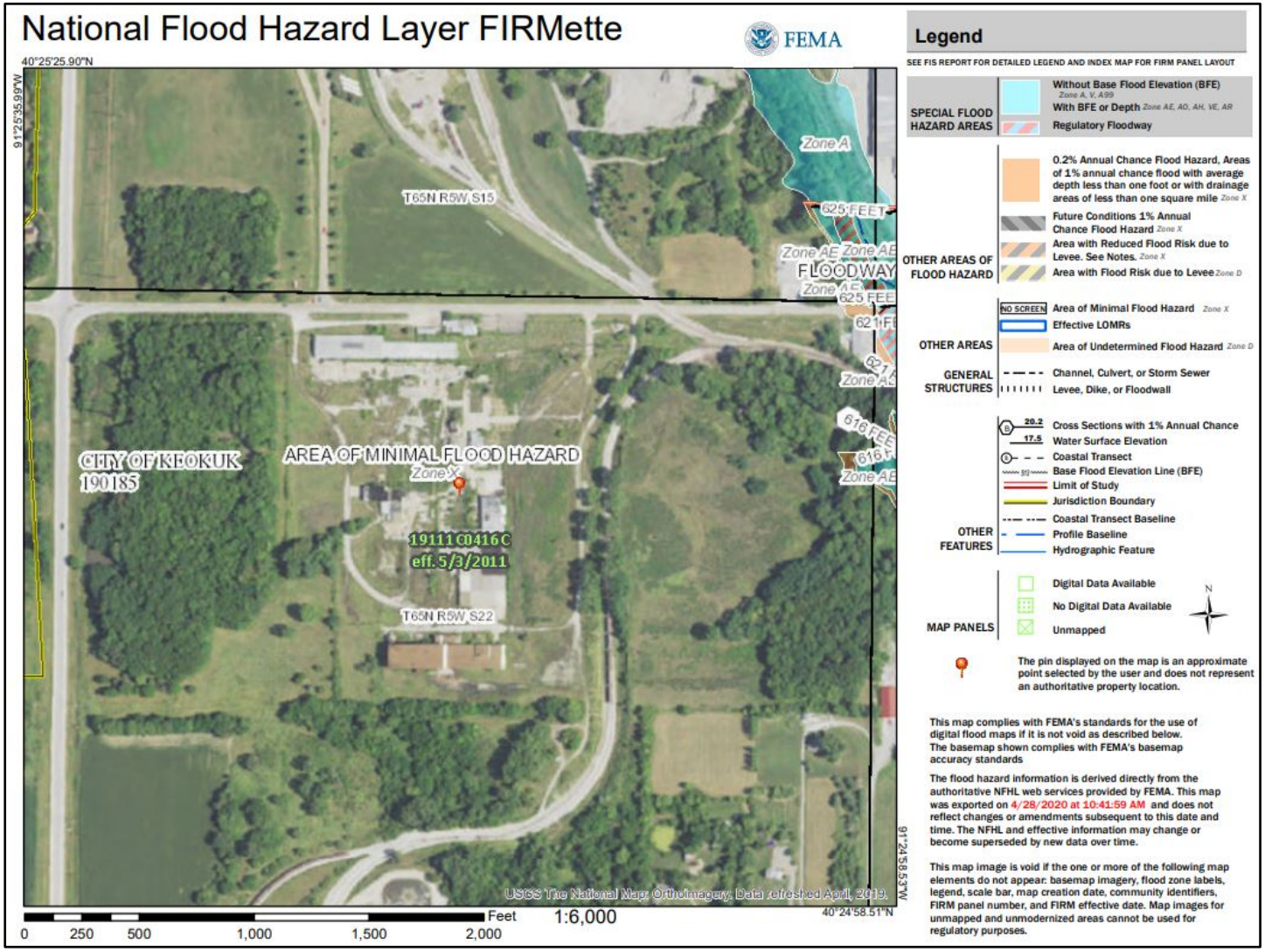
**PHOTO 10: LOOKING SOUTHWEST AT BUILDINGS FROM INSIDE EASTERN ENTRANCE TO SUBJECT**

**PHOTO 11: LOOKING WEST/NORTHWEST AT BUILDINGS ON SITE FROM INSIDE EASTERN ENTRANCE TO SUBJECT**

## AERIAL MAP

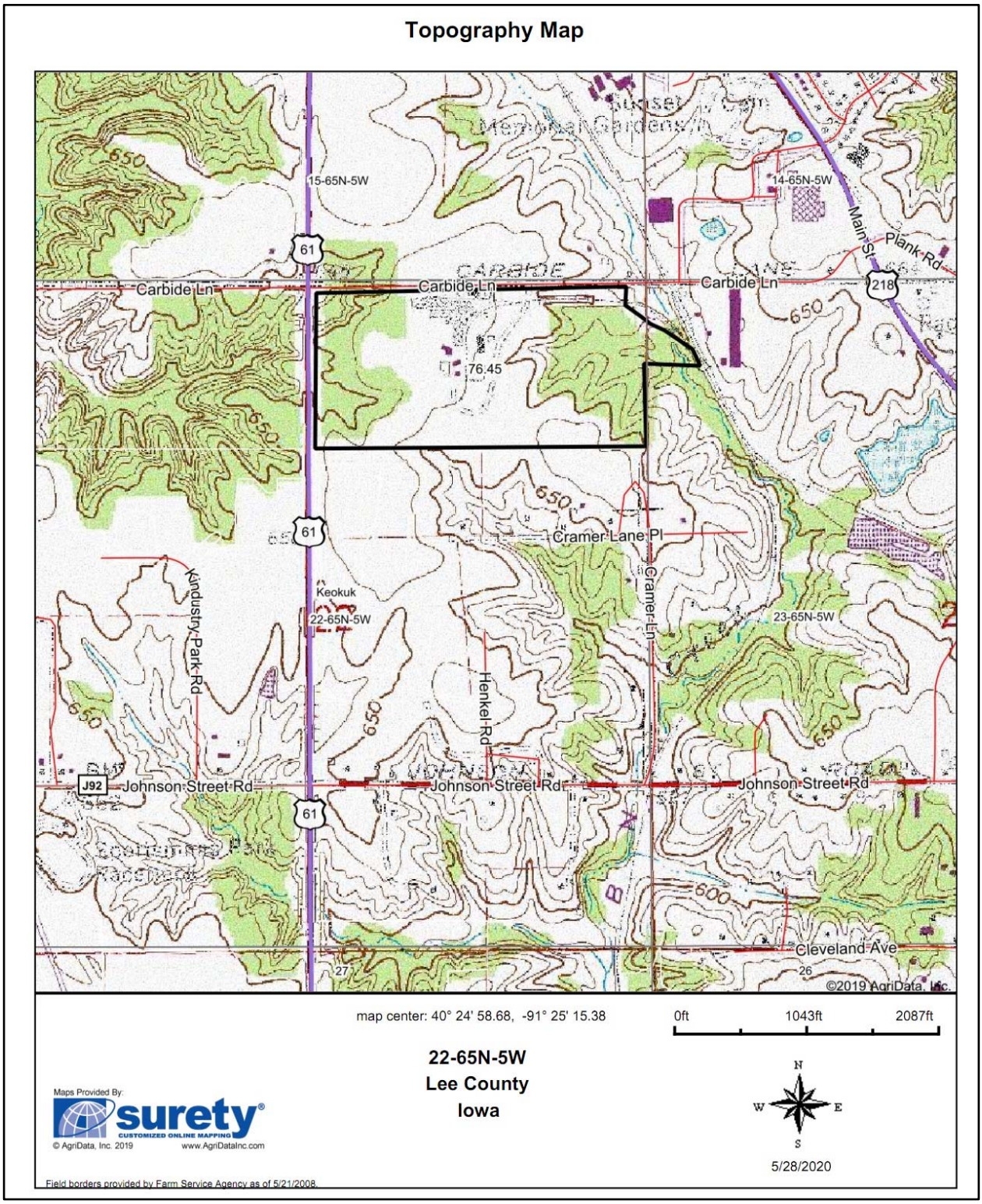

0445211540000 20
NAVAHO DR S
0445211435100 10
0445211435200 30
21153000120
e Lane
CARBIDE LN
0445212310000 70
0445212220003 10
0445
US 61
0445212310004 40
0445212220000 40
0445212220002 80
0445212220000 80
0445212220000 30
0445212310007 20
21760040
0445212220000 50
CRAMER LN
0445212310006 10

## FLOOD MAP


National Flood Hazard Layer FIRMette
FEMA
40°25'25.90"N
91°25'35.99"W
Zone A
T65N R5W S15
625 FEET
Zone AE
FLOODWAY
CITY OF KEOKUK
190185
AREA OF MINIMAL FLOOD HAZARD
Zone X
19111C0416C
eff. 5/3/2011
T65N R5W S22
USGS The National Map: Orthoimagery. Data refreshed April, 2019.
91°24'58.53"W
40°24'58.51"N
0 250 500 1,000 1,500 2,000 Feet
1:6,000
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE)
With BFE or Depth
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Flood Risk due to Levee. See Notes.
Area with Flood Risk due to Levee
OTHER AREAS
Area of Minimal Flood Hazard
Effective LOMRs
Area of Undetermined Flood Hazard
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/28/2020 at 10:41:59 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

## TOPOGRAPHY MAP

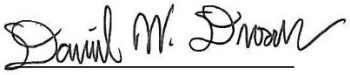
The approximate outline of the subject is shown in black below



## CERTIFICATION

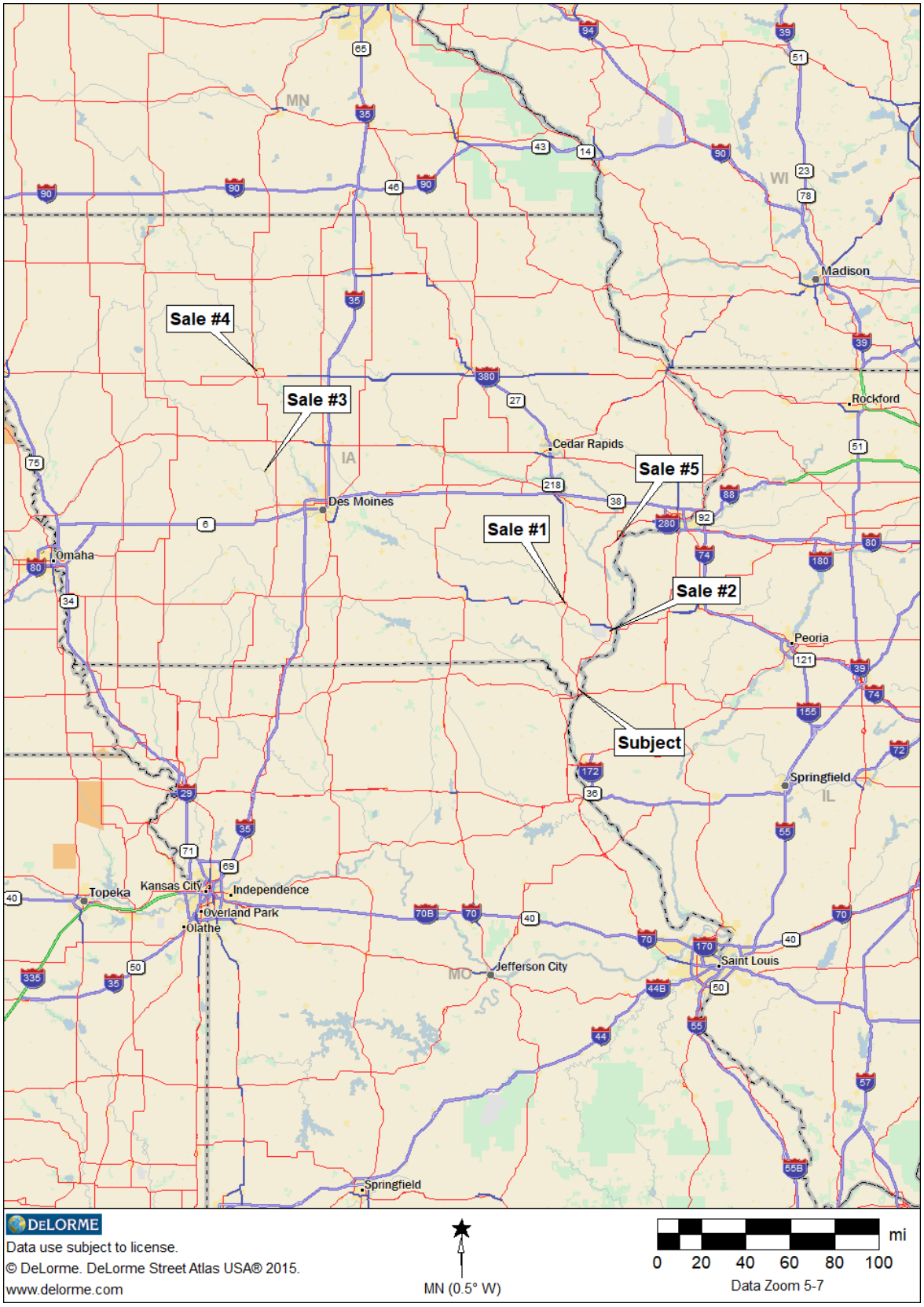
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I visited and observed the subject.
- I have not appraised the subject or performed any other services involving it within the three year period immediately preceding acceptance of this assignment.
- No one provided significant professional assistance to the persons signing this report.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.



Daniel W. Dvorak, MAI
Vice President
State #CG02880

# COMPARABLE LAND SALES MAP



# Comparable Land Sale 1

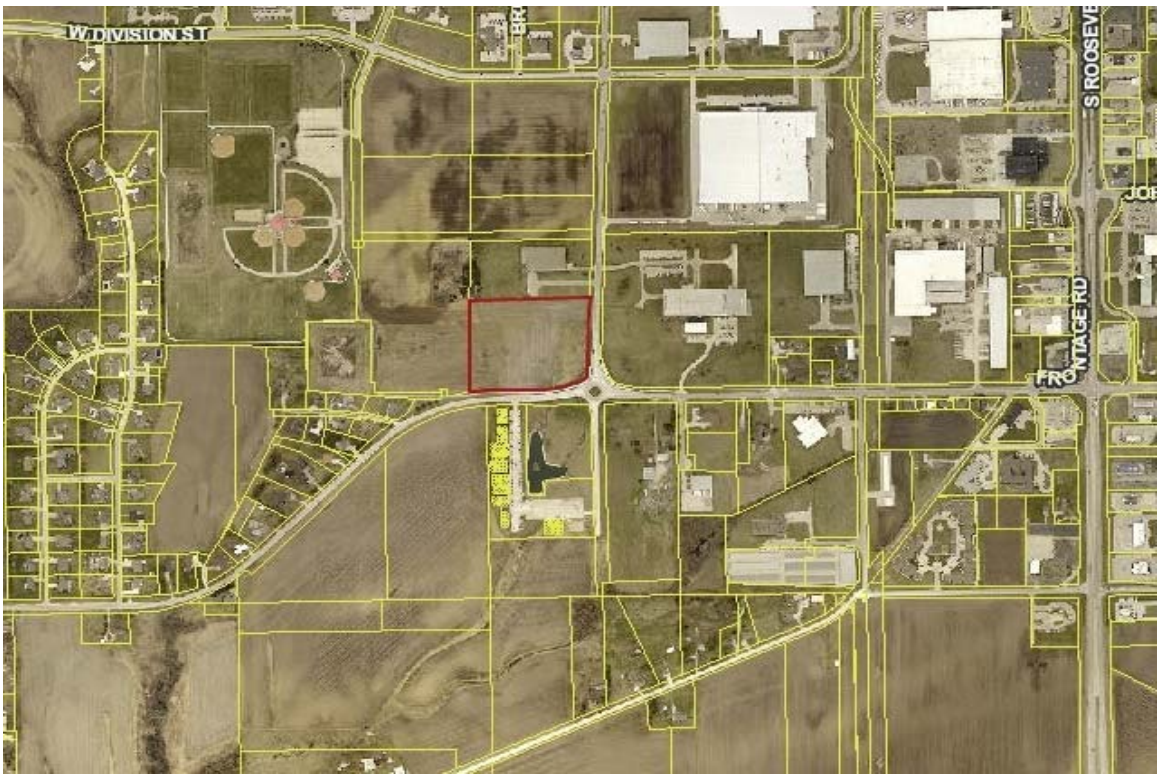
| | | | |
|---|---|---|---|
| **Comp ID:** | **295925** | | |
| **Address:** | E of 1501 E Mapleleaf Drive | **Date:** | 01-12-2018 |
| **City, State:** | Mount Pleasant, IA | **Instrument:** | Warranty Deed |
| **County:** | Henry | **Revenue Stamps:** | $1,380.00 |
| **Land Area:** | 3,289,216 SqFt, or 75.510 Acres | **Book/Page:** | 2018/0375 |
| **Shape:** | Rectangle | **Sale Price:** | $862,995 |
| **Topography:** | Generally level, some sloping | **Adjustment Up:** | $0 |
| **Zoning:** | A-1: Agricultural | **Adjustment Down:** | $0 |
| **Utilities:** | See Comments | **Adj. Sale Price:** | $862,995 |
| **Access:** | Paved | **Sale Price/$SF:** | $0.26 per SF |
| **Highest/Best Use:** | Agricultural-Undeveloped | **Sale Price/$Acre:** | $11,429 per Acre |
| **Sale Conditions:** | Arm's Length | **Grantor:** | Linnea R Manlove Trust |
| **Terms:** | Auction | **Grantee:** | AZBA, LLC |
| **Marketing Time:** | Unknown | **Verified:** | Auctioneer (Jim Huff) |
| **Rights Conveyed:** | Fee Simple | | |
| **Tax Parcel No:** | 181080230000100 | | |
| **Legal:** | W 1/2 of SW Ex Rd in 2-71-6 | | |

**Remarks:** Per auctioneer, arm's-length sale, buyer owns farmland nearby but bought as investment.

Property borders industiral properties and a walmart warhouse/distribution center. Future land use map shows industrial use. Gas and electric is available, sanitary sewer is closest at E Commerce Drive (±915' south), water avaiability was not able to be found but is believed to be nearby.

12/18/2018: City called back and said water is at Maple Leaf/Iris Intersection (SW Corner of site), city said they may be willing help a developer with part of the cost.

# Comparable Land Sale 2

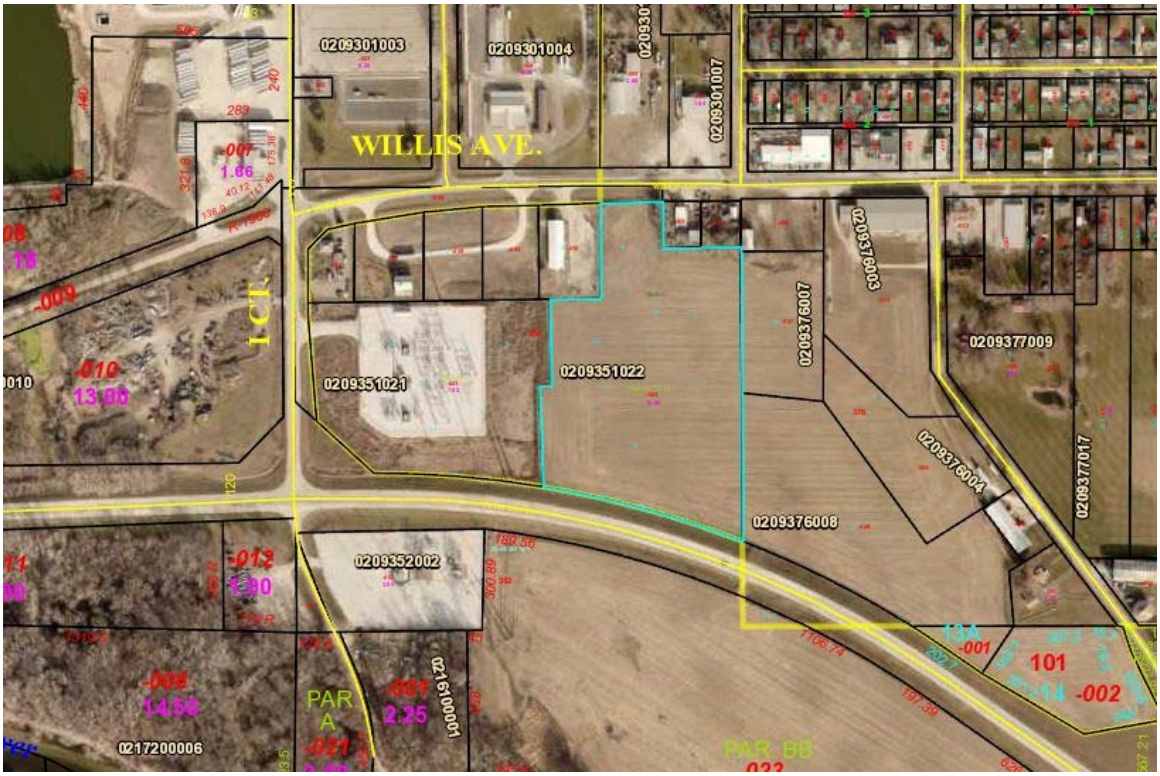



| | | | |
|---|---|---|---|
| **Comp ID:** | **315668** | | |
| **Address:** | NWC West Avenue & Burlington Avenue | **Date:** | 11-30-2017 |
| **City, State:** | Burlington, IA | **Instrument:** | Warranty Deed |
| **County:** | Des Moines | **Revenue Stamps:** | $493.60 |
| **Land Area:** | 417,305 SqFt, or 9.580 Acres | **Book/Page:** | 2017-6088 |
| **Shape:** | Nearly Rectangle | **Sale Price:** | $309,000 |
| **Topography:** | Level | **Adjustment Up:** | $0 |
| **Zoning:** | M-2: Heavy Industrial | **Adjustment Down:** | $0 |
| **Utilities:** | All Available | **Adj. Sale Price:** | $309,000 |
| **Access:** | Paved | **Sale Price/$SF:** | $0.74 per SF |
| **Highest/Best Use:** | Industrial | **Sale Price/$Acre:** | $32,255 per Acre |
| **Sale Conditions:** | Arm's Length | **Grantor:** | Grow Greater Burlington, Inc. |
| **Terms:** | Cash | **Grantee:** | Van Meter, Inc. |
| **Marketing Time:** | Unknown | **Verified:** | Jeremy Hess w/ Seller |
| **Rights Conveyed:** | Fee Simple | | |
| **Tax Parcel No:** | 1501326008 | | |
| **Legal:** | Lot 30 in 15th Addition to Flint Ridge Business Park | | |

**Remarks:** Seller is an economic development group. They say cities of Burlington and West Burlington each have a board member in their group, but said members have no more or less weight in the operation of the organization than any others. Seller's website shows 17 total board members. Seller says most of their funding comes from private sources, and they say that this sale was not discounted as a development incentive.

Seller says buyer was going to build a facility on the site to serve SE Iowa, but their plans changed and they no longer plan to build on site. Seller described site as "shovel ready". Listed for sale as of May 2020 with Jesse Caston of Terrus for $389,000.

# Comparable Land Sale 3




| | | | |
|---|---|---|---|
| **Comp ID:** | **310611** | | |
| **Address:** | N of 141st Street, South of Willis Avenue | **Date:** | 02-22-2019 |
| **City, State:** | Perry, IA | **Instrument:** | Warranty Deed |
| **County:** | Dallas | **Revenue Stamps:** | $359.20 |
| **Land Area:** | 446,926 SqFt, or 10.260 Acres | **Book/Page:** | 2019/2406 |
| **Shape:** | Irregular | **Sale Price:** | $224,840 |
| **Topography:** | Level | **Adjustment Up:** | $0 |
| **Zoning:** | L-I: Light Industrial | **Adjustment Down:** | $0 |
| **Utilities:** | All Available | **Adj. Sale Price:** | $224,840 |
| **Access:** | Paved | **Sale Price/$SF:** | $0.50 per SF |
| **Highest/Best Use:** | Industrial | **Sale Price/$Acre:** | $21,914 per Acre |
| **Sale Conditions:** | Arm's Length | **Grantor:** | Carl Stukenholtz |
| **Terms:** | Cash | **Grantee:** | Central Iowa Ready Mix, Inc. |
| **Marketing Time:** | Unknown | **Verified:** | Seller |
| **Rights Conveyed:** | Fee Simple | | |
| **Tax Parcel No:** | 0209351022 | | |
| **Legal:** | PARCEL 19-18 ROBERTS SUBDIVISION LOTS 6, 7, 10, 12, & 16 | | |
| **Remarks:** | Buyer contacted seller to see if he was interested in selling the property. Seller was interested in selling and believed that they settled on a fair market price. According to the seller, the buyer plans to move their cement plant to this site. | | |

# Comparable Land Sale 4

| | | | |
|---|---|---|---|
| **Comp ID:** | **314371** | | |
| **Address:** | 1515 O Avenue | **Date:** | 10-11-2018 |
| **City, State:** | Fort Dodge, IA | **Instrument:** | Warranty Deed |
| **County:** | Webster | **Revenue Stamps:** | $287.20 |
| **Land Area:** | 435,600 SqFt, or 10.000 Acres | **Book/Page:** | 2018/04792 |
| **Shape:** | Rectangle | **Sale Price:** | $180,000 |
| **Topography:** | See Comments | **Adjustment Up:** | $0 |
| **Zoning:** | HI: Heavy Industrial | **Adjustment Down:** | $0 |
| **Utilities:** | Near | **Adj. Sale Price:** | $180,000 |
| **Access:** | 2-Lane Paved | **Sale Price/$SF:** | $0.41 per SF |
| **Highest/Best Use:** | Industrial | **Sale Price/$Acre:** | $18,000 per Acre |
| **Sale Conditions:** | Arm's Length | **Grantor:** | Southern Properties, LLC |
| **Terms:** | Cash | **Grantee:** | Castor Construction, LLC |
| **Marketing Time:** | Unknown | **Verified:** | Jordan Castor (Castor Const.) |
| **Rights Conveyed:** | Fee Simple | | |
| **Tax Parcel No:** | 07-31-227-014 | | |
| **Legal:** | FTD LANDS INSIDE NE 1/4 NE 1/4 W 340.03' E955' | | |
| **Remarks:** | Buyer purchased to construct an industrial building for their business. He stated the site was rolling relative to the area and approximately $40,000 was spent on grading the site. Aerial photos indicate about 1/3 of the site was graded for construction of the building and outdoor parking/storage. He also stated that the cost to extend utilities to the site was approximately $30,000. Soil map from surety maps indicates the soil as "Pits, sand and gravel." The topography map also indicates there was a pit/pond in the property's northeastern corner that has been filled in. The buyer stated he chose this site over properties that were available in the CTC Industrial Park in northeastern Fort Dodge, where much of the current industrial development is/has occurred. | | |

# Comparable Land Sale 5

| | | | |
|---|---|---|---|
| **Comp ID:** | **315667** | | |
| **Address:** | 3001 Grandview Ave (Hwy 61) | **Date:** | 10-21-2016 |
| **City, State:** | Muscatine, IA | **Instrument:** | |
| **County:** | Muscatine | **Revenue Stamps:** | |
| **Land Area:** | 1,135,174 SqFt, or 26.060 Acres | **Book/Page:** | 2016-5709 |
| **Shape:** | Irregular | **Sale Price:** | $557,760 |
| **Topography:** | Level | **Adjustment Up:** | $0 |
| **Zoning:** | M-1: Light Industrial | **Adjustment Down:** | $0 |
| **Utilities:** | No sewer | **Adj. Sale Price:** | $557,760 |
| **Access:** | Paved | **Sale Price/$SF:** | $0.49 per SF |
| **Highest/Best Use:** | Industrial | **Sale Price/$Acre:** | $21,403 per Acre |
| **Sale Conditions:** | Arm's Length | **Grantor:** | Sandra & Charles Morse |
| **Terms:** | Cash | **Grantee:** | State of Iowa (DOT) |
| **Marketing Time:** | Unknown | **Verified:** | Scott Henning with IDOT |
| **Rights Conveyed:** | Fee Simple | | |
| **Tax Parcel No:** | 1316100022 | | |
| **Legal:** | | | |

**Remarks:** Buyer built DOT maintenance facility. Source with buyer thinks they had to bring sewer under highway, but other utilities available. Site impacted by two pipeline easements, only one of which was known about when price was negotiated. However, both were known about before closing. Buyer says they could work around easements and use them for outdoor parking/storage. They say the easements did not impact the price they paid for the property. They further say that there was absolutely no threat of condemnation and that they cannot condemn properties to build maintenance facilities. Buyer says they considered another site on the NE side of Muscatine, but this site was best suited to their needs.

# DEFINITIONS

Unless otherwise noted, all definitions are those set forth by the Appraisal Institute, in the *Dictionary of Real Estate Appraisal*, Sixth Edition.

**Easement:** The right to use another's land for a stated purpose.

**Eminent Domain:** The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property.

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**Going-Concern Value:** 1. An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business.*

2. The market value of an established and operating business including the real property, financial assets, and the intangible assets of the business.

**Goodwill:**

1. Unidentifiable intangible assets.
2. The amount by which the acquisition price exceeds the fair value of identified assets.
3. The intangible asset arising as a result of name, reputation, customer loyalty, location, products, and similar factors not separately identified. (International Glossary of Business Valuation Terms)
4. The intangible asset arising as a result of elements such as name, reputation, customer loyalty, location, products, and related factors not separately identified and quantified. (ASA Glossary)

**Grantee:** A person to whom property is transferred by deed or to whom property rights are granted by a trust instrument or other document.

**Grantor:** A person who transfers property by deed or grants property rights through a trust instrument or other document.

**Highest & Best Use:**

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permission, physical possibility, financially feasible, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal land Acquisitions)

**Leased Fee Estate (Interest):** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

**Leasehold Improvements:**
Improvements or additions to leased property that have been made by the lessee.

**Leasehold Interest:** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

**Lessee:** One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.

**Lessor:** One who conveys the rights of occupancy and use to others under a lease agreement.

**Liquidation Value:** The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**Obsolescence**: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external.

**Uniform Standards of Professional Appraisal Practice (USPAP):** In the United States, professional standards, developed for appraisers and users of appraisal services by the Appraisal Standards Board of The Appraisal Foundation, that are required for use in federally related transactions. Compliance with USPAP is also required in certain appraisals by state certification and licensing boards

# STATEMENT OF QUALIFICATIONS

## **DANIEL W. DVORAK**, MAI

Vice President and Owner

Dan is an experienced real estate appraiser providing valuations for a wide variety of property types in both metropolitan and rural areas, as well as expert witness services. Dan has been with Iowa Appraisal since 2006 and is an owner of the firm.

Dan's past experience working for a real estate title company helps him identify and understand many unique issues that affect commercial valuations. Growing up on a farm in Guthrie County, Iowa, he gained a foundation and practical experience he can draw upon when evaluating agricultural land and buildings.

### EDUCATION, LICENSES, & CERTIFICATIONS

- B.S. with Distinction, Iowa State University
- Certified General Real Property Appraiser
  State of Iowa CG02880
- MAI, Appraisal Institute

### PROFESSIONAL & COMMUNITY INVOLVEMENT

- Appraisal Institute
- Appraisal Institute, Iowa Chapter
- International Right-of-Way Association (IRWA)
- Institute of Real Estate Management (IREM)

Dan Dvorak

dandvorak@iowaappraisal.com
515.777.7086

- Commercial Real Estate Appraisal
  - Multi-family
  - Office
  - Industrial
  - Rail corridor
  - Religious facility
  - Eminent domain
  - Hospitality
  - Car wash
- Expert witness services
- Real estate consultation

# STATE LICENSE

STATE OF IOWA

IOWA DEPARTMENT OF COMMERCE
**PROFESSIONAL LICENSING AND REGULATION**

This is to certify that the below named has been granted a certification as: Certified General Appraiser.

Certification Number: CG02880 Expires: June 30, 2020

Status: Active

Daniel W. Dvorak
Iowa Appraisal & Research Corp.
1707 High Street
Des Moines, Iowa 50309

# PRIVACY NOTICE

The implementation of the Gramm-Leach-Bliley Act, effective July 2001, requires all financial service companies (including appraisers) to notify their clients of their (the company's) policies to protect your non-public information.

If you have questions, you can contact us at 515-283-0146.

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Iowa Appraisal and Research Corporation understands our clients' concerns about the privacy of their information collected by us. Our company is dedicated to protecting the confidentiality and security of non-public personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using terms "us", "we" and "our". This notice describes our privacy policy and describes how we treat non-public personal information that we receive from our clients.

## WHY WE COLLECT AND HOW WE USE INFORMATION

We collect and use information for business purposes with respect to our real estate appraisal and consulting services. We gather this information to evaluate our clients' requests for property appraisal and consulting, and to process these requests according to the Uniform Standards of Professional Appraisal Practice, as well as particular requirements an appraisal reviewer may require.

## HOW WE COLLECT INFORMATION

Some information collected by us is provided by you, your lender, your attorney or CPA. We receive copies of purchase agreements, copies of income and expense information, copies of building costs and other pertinent information. We also obtain information from public sources, multiple listing services and other appraisers.

## HOW WE PROTECT INFORMATION

We require our appraisers and staff to protect the confidentiality of the information we receive from you. We also maintain physical, electronic, and procedural safeguards designed to protect information. When you, your lender, or your attorney orders an appraisal on your behalf, we hold this request in strict confidence. For example, we will not divulge to unrelated parties whether we are or whether we are not completing an appraisal for you. Once the appraisal document has been completed, we will not, unless requested by you, your lender/your attorney (see intended user section of appraisal report) divulge the results of this report to anyone other than the intended user.

## TO WHOM INFORMATION MAY BE DISCLOSED

- The intended users of our services
- Peer review groups as may be required to continue our professional designations
- Law enforcement, regulatory, governmental agencies, courts or parties therein pursuant to a subpoena or court order.
- A review appraiser, performing a review of your appraisal.

# COUNCIL ACTION FORM

Date: June 4, 2020

Presented By: O'Donnell

Subject: FY 20/21 Non Union Wage and Salaries Agenda Item: _____

Description:

Attached is a spread sheet showing the proposed wage and salary scales for non union employees. We have discussed several variations of proposed market adjustments for wages. This has been a result of the wage and salary study indicating that our non union employees tend to be at or below comparable cities. Based on our last discussion, I am presenting a plan to provide a 3% market adjustment, in addition to the budgeted 3% raise for non union positions. However, to relieve wage compression between supervisors and union employees in the police department, I am recommending that the positions of Assistant Police Chief, Captain, and Sergeant be given a market increase of 6% plus the budgeted 3%. This will result in an additional $59,610.52 in wages. Departments will need to find the additional amounts within their budgets due to fiscal restraint. The associated benefit costs of the increases will be absorbed through reserves as these costs could be recovered through the employee benefits levy. Should this plan be approved, staff will prepare the appropriate resolution for the next meeting. Formal action on the wage scales and policy will occur at a later date.

I would like it noted that while the City Administrator position is non union, that position is not included in the market adjustments or wage scales as compensation is negotiated directly with the City Council.

**FINANCIAL**

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

_____ _____

_____ _____

Departments:

_____ _____

_____ _____

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

# COUNCIL ACTION FORM

Any previous Council actions:

| Action | Date |
|---|---|
| | |
| | |

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☑ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

**CITY COUNCIL VOTES**

| VOTES | Altheide | Andrews | Bryant | Dade | Dunek | Greenwald | Helenthal | O'Conner | Payne |
|---|---|---|---|---|---|---|---|---|---|
| YES | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| NO | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSENT | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ABSTAIN | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

| Position Title<br>Directors and Senior Managers | Grade | Current Salary | Salary Range | | Equal to 5% Above Bottom | Increase to 5% Above | 3% Market + 3% Increase | PD Market Adjustment |
|---|---|---|---|---|---|---|---|---|
| Police Chief | 11 | $ 76,511.00 | $ 70,440.00 | $ 98,616.00 | $ 73,961.97 | | $ 4,590.66 | |
| Fire Chief | 11 | $ 76,511.00 | $ 70,440.00 | $ 98,616.00 | $ 73,961.97 | | $ 4,590.66 | |
| | | | | | | | | |
| WPC Superintendent | 10 | $ 76,511.00 | $ 65,832.00 | $ 92,164.00 | $ 69,123.34 | | $ 4,590.66 | |
| Director of Public Works | 10 | $ 71,000.00 | $ 65,832.00 | $ 92,164.00 | $ 69,123.34 | | $ 2,130.00 | |
| | | | | | | | | |
| Assistant Police Chief | 9 | $ 61,971.00 | $ 61,525.00 | $ 86,135.00 | $ 64,601.25 | $ 2,630.25 | $ 3,718.26 | $ 5,688.94 |
| Community Development Director | 9 | $ 58,662.00 | $ 61,525.00 | $ 86,135.00 | $ 64,601.25 | $ 5,939.25 | $ 3,519.72 | |
| Assistant Fire Chief | 9 | $ 61,971.00 | $ 61,525.00 | $ 86,135.00 | $ 64,601.25 | $ 2,630.25 | $ 3,718.26 | |
| | | | | | | | | |
| Supervisors and Advanced Technical | | | | | | | | |
| Parks/Bridge/Cem/San Manager | 7 | $ 59,406.00 | $ 54,884.00 | $ 76,838.00 | $ 57,627.94 | $ (1,778.06) | $ 3,564.36 | |
| City Clerk | 7 | $ 45,361.00 | $ 54,884.00 | $ 76,838.00 | $ 57,627.94 | $ 9,523.00 | $ 2,721.66 | |
| Police Captain | 7 | $ 57,840.00 | $ 54,884.00 | $ 76,838.00 | $ 57,627.94 | | $ 3,470.40 | $ 5,309.71 |
| Streets/Vehicle Maint Manager | 7 | $ 54,980.00 | $ 54,884.00 | $ 76,838.00 | $ 57,627.94 | $ 2,647.94 | $ 3,298.80 | |
| Sewer Manager | 7 | $ 56,795.00 | $ 54,884.00 | $ 76,838.00 | $ 57,627.94 | $ 832.61 | $ 3,407.72 | |
| | | | | | | | | |
| WPC Chemist | 6 | $ 52,662.00 | $ 47,725.00 | $ 66,815.00 | $ 50,111.25 | | $ 3,159.72 | |
| WPC Chief Operator | 6 | $ 54,845.00 | $ 47,725.00 | $ 66,815.00 | $ 50,111.25 | | $ 3,290.70 | |
| Police Sergeant | 6 | $ 55,102.00 | $ 47,725.00 | $ 66,815.00 | $ 50,111.25 | | $ 3,306.12 | $ 5,058.36 |
| | | | | | | | | |
| WPC Biologist | 5 | $ 40,234.00 | $ 41,500.00 | $ 58,100.00 | $ 43,575.00 | $ 3,341.00 | $ 2,414.04 | |
| Engineering Tech | 5 | $ 46,730.00 | $ 41,500.00 | $ 58,100.00 | $ 43,575.00 | | $ 2,803.80 | |
| Engineering Tech | 5 | $ 44,736.00 | $ 41,500.00 | $ 58,100.00 | $ 43,575.00 | | $ 2,684.16 | |
| Communications Supervisor | 5 | $ 42,094.00 | $ 41,500.00 | $ 58,100.00 | $ 43,575.00 | $ 1,481.00 | $ 2,525.64 | |
| Deputy City Clerk | 5 | $ 41,041.00 | $ 41,500.00 | $ 58,100.00 | $ 43,575.00 | $ 2,534.00 | $ 2,462.46 | |
| Administrative and Technical | | | | | | | | |
| Code Enforcement Officer | 4 | $ 36,523.00 | $ 36,603.00 | $ 51,244.00 | $ 38,432.63 | $ 1,909.63 | $ 2,191.38 | |
| | | | | | | | | |
| PW/Planning Secretary | 3 | $ 35,619.00 | $ 33,275.00 | $ 46,585.00 | $ 34,938.75 | | $ 2,137.14 | |
| WPC Seretary | 3 | $ 35,632.00 | $ 33,275.00 | $ 46,585.00 | $ 34,938.75 | | $ 2,137.92 | |
| | | | | | | | | |
| Accounting Clerk | 2 | $ 29,205.00 | $ 30,250.00 | $ 42,350.00 | $ 31,762.50 | $ 2,557.50 | $ 1,752.30 | |
| Data Entry Clerk | 2 | $ 33,604.00 | $ 30,250.00 | $ 42,350.00 | $ 31,762.50 | | $ 2,016.24 | |
| Data Entry Clerk | 2 | $ 32,136.00 | $ 30,250.00 | $ 42,350.00 | $ 31,762.50 | | $ 1,928.16 | |
| Payroll/HR Clerk | 2 | $ 31,451.00 | $ 30,250.00 | $ 42,350.00 | $ 31,762.50 | $ 311.50 | $ 1,887.06 | |
| | | | | | Total Increase | | $ 112,032.13 | |
| | | | | | GF Increase | | $ 87,023.43 | $ 12,115.00 |
| | | | | | GF Budgeted Increase | | $ 39,527.91 | |
| | | | | | Total GF Market Increase | | $ 47,495.52 | $ 59,610.52 |

TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: June 2, 2020

RE: Committee Nominations

**First Report on Nominations (no vote required):**

DEPOT COMMISSION
(initial 1-year term)
Richard Beaird Term to expire 06/01/2021

**Second Report On Nominations (no vote required):**

DEPOT COMMISSION
(4-year term)
Sandy Seabold Term to expire 06/01/2024
Mike Hickey Term to expire 06/01/2024
John Tweedy Term to expire 06/01/2024

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

TO: Mayor and City Council

FROM: Cole S. O'Donnell

DATE: June 1, 2020

RE: Administrator's Report

1. Airport Manager: The Airport Commission continues to look at options for the manager position. Currently, the manager is an independent contractor. The Commission is looking at the possibility of making the position an employee. This move would increase the cost for the manager but could be offset by additional revenues from fuel sales and hangar rents (these were part of the FBO package previously). The Commission will be looking to advertise the manager position as both an employee and independent contractor. There is some concern that a few interested parties could not meet the residency requirement. Council will need to approve the creation of a new position should that be the Commission recommendation. Staff will prepare a job description and salary recommendation for discussion should that be the route recommended.
2. SID Center: The project is complete with all punch list items taken care of. We will hold a ribbon cutting and open house when COVID restrictions allow. Staff continues to work with Pure Bioplastics to occupy the building. Staff has had several conversations with the company as to the terms of the lease. I believe we are close to an agreement.
3. Council Meetings Open to Public: As additional restrictions for COVID-19 are relaxed, I would like the Council's direction on opening meetings to the public. We would need to space chairs to ensure social distancing, and probably limit the number of people allowed in the meeting. Additionally, we would continue to stream the meetings as we have been. Council members could still use Go To Meetings, but many people have commented on how cumbersome virtual meeting is with our set up.

**Cole S. O'Donnell · City Administrator**
**601 Main St, Suite 3, Keokuk, IA 52632**
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