AGENDA
CITY COUNCIL MEETING
February 21, 2021
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. Motion to appoint 3rd Ward Council Member.
7. Consent Agenda.
   - Minutes of the Safety Committee meeting of January 19, 2021;
   - Minutes of the Council Workshop and Regular City Council meeting of
     February 4, 2021;
   - Cash Receipts & Treasurer’s Report for January, 2021;
   - Resolution approving a Liquor License for Lucky’s Irish Pub and Grub,
     528 Blondeau Street, effective March 3, 2021 – Class C Liquor License
     with Outdoor Service & Sunday Sales;
   - Resolution approving and Urban Revitalization Tax Exemption for:
     Daniel McClain, 1713 Bank Street, detached garage;
   - Motion to pay bills and transfers listed in Register No.’s 5192-5194;
8. (a) Now is the time and place for a public hearing on USDA Community
     Programs Grant Application for Runway Light Project. A public hearing
     notice was published in the Daily Gate City on February 8, 2021.

     (b) Consider resolution authorizing the filing of an application for funds from
         the USDA Rural Development for Runway Light Project.
9. (a) Now is the time and place for a public hearing on the proposed fiscal year
     2022 property tax levy. A public hearing notice was published in the Daily
     Gate City on February 5, 2021.

     (b) Consider resolution on the proposed fiscal year 2022 property tax levy.
10. Consider resolution approving Aquatic Center management agreement with
    Hoerner YMCA.
12. Staff Reports:
13. New Business:
14. Adjourn meeting.
COUNCIL ACTION FORM

Date: February 18, 2021
Presented By: O’Donnell

Subject: 3rd Ward Appointment

Agenda Item: ___________________________

Description:
Staff totaled the scores of each candidate based on their answers at the February 4th work session. Roslyn Garcia received the highest score and her name is placed in nomination for the 3rd ward council seat.

FINANCIAL

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

Line Item #: ___________________________ Title: ___________________________

Amount Budgeted: ________________________

Actual Cost: ___________________________

Under/Over: ___________________________

Funding Sources:
____________________________________________________________________
____________________________________________________________________

Departments:
____________________________________________________________________
____________________________________________________________________

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

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
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</thead>
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<tr>
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Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☑ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ___________________  SECONDED BY: ___________________

TO __________________________

CITY COUNCIL VOTES

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<tr>
<th>VOTES</th>
<th>Altheide</th>
<th>Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Helenthal</th>
<th>Marsden</th>
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Meeting called to order at 8:30 am.

In Attendance: Johnson, Helenthal, Bryant, Reiter, Weirather, Wills, Ketterer, Ludwig.

Ludwig read the minutes from the November meeting. (No meeting was held in December) No corrections or additions were noted. Motion to approve minutes as read by Weirather, second by Johnson. Approved.

OLD BUSINESS:

Job Hazard Analysis: Have not heard anything from Dave Rector on JHA’s.

Reschedule CPR training for final group: Still on hold until corona virus situation settles.

NEW BUSINESS:

No “near miss” items that need attention were reported.

There have been no Company Nurse reports since the last meeting.

December safety training topic was Traffic Control.
January safety training topic was Ergonomics.
February safety training topic will be Personal Protective Equipment

Employees will be required to wear a mask at the training sessions. SCC will continue to screen employees before entering the room. We will try to keep on schedule, but postponements may be necessary due to the virus.

Helenthal is looking into adding Confined Space and Fire Safety in conjunction with the Fire Department as additional training.

Reviewed monthly audit forms. Forms were turned in by Street, Sewer and WPC. There were no new items to address. Items to follow up on were:

1) No OSHA postings at Sewer Department. The manager made a correction noting posting is there.
2) Exit Lights not working in the gas storage room at Cemetery Dept. – not yet addressed. (Robert & Bob)
3) No EXIT signs in round building at Cemetery Dept. – not yet addressed. (Robert & Bob)
4) No emergency plans – All Departments – not yet addressed (Cole & Robert)

Robert said he would follow up with Bob Weis on Cemetery issues.

Update on daily check list for vehicles. Ketterer reported that Street Department is using a check list. Johnson reported the same for Sanitation Department. Helenthal said he would check with other departments to see if they have the forms and remind them to start using the forms.

(OVER)
Ludwig reminded everyone to use the ice grips when needed. She said if employees want to try another type of grip, we will order them. Helenthal said he would investigate another style to see if they work better. There is still a supply of grips available at city hall.

Ludwig reported that City Administrator O’Donnell reminded everyone to follow COVID protocol.

Set February 23, 2021 for the next meeting.

Their being no other business, Helenthal made a motion to adjourn, second by Weirather. Meeting adjourned at 8:45

Respectfully submitted by Jean Ludwig.
MEETING MINUTES
COUNCIL WORKSHOP
FEBRUARY 4, 2021
4:30 p.m.


Candidate Forum (4:30) staff present in person: O’Donnell, Ludwig, Weis
Staff Present by remote connection: None.

Workshop (5:30) staff present in person: O’Donnell, Ludwig, Weis, Helenthal, Clark
Staff present by remote connection: None.

1) Held candidate forum for vacant third ward seat. Candidates are Roslyn Garcia, Carl Morgan, and Molly Parker.

2) Reviewed an overview of the fiscal year 2022 budget summary.

3) Reviewed council meeting agenda.

4) Adjourned at 6:08 p.m.
The City Council of the City of Keokuk met in regular session on February 4, 2021 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, one absent. Mike O’Connor, Linda Altheide, Devon Dade, Steve Andrews, Linda Marsden, and Roger Bryant were present in person. Susan Dunek was present by phone, John Helenthal was absent. Due to the death of Ron Payne 3rd Ward is now vacant. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig, Public Works Director Robert Helenthal, Sewer Manager Michael Clark and Bridge, Park, Cemetery and Sanitation Manager Bob Weis were present in person. Community Development Director Pam Broomhall and Police Chief Dave Hinton were present by phone. All measures will be by roll call.

MAYOR’S CORRESPONDENCE: Mayor Richardson is writing a letter to the Iowa Utilities Board in opposition to the Liberty Utilities rate increase. Connection Bank has offered to let the city keep any furniture that may be useful from 501 Main. An inventory of what the city will keep has been completed.

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

- Minutes of the Council Workshop and Regular City Council meeting of January 21, 2021;
- Minutes of the Special Budget Meeting of January 26, 2021;
- RESOLUTION NO. 208-21: Approving an Urban Revitalization Tax Exemption for: Jo Ann Scanlan, 2005 Palean, single family dwelling; Michael Dolan, 409 Hawthorne Place, detached garage; Jerry & Carol Hill, 611 N. 7th Street, restoration single family dwelling; Johnathan & Justina Mortimer, 3372 Middle Road, single family dwelling; Doug & Alicia Dresden, 2926 Sunset Terrace, garage addition; Sheila Sapp, 808 Johnson St. Rd., garage addition;
- Motion to pay bills and transfers listed in Register No.’s 5190-5191;

Motion made by Altheide, second by O’Connor to approve the following proposed RESOLUTION NO. 209-21: A RESOLUTION SETTING A PUBLIC HEARING ON USDA COMMUNITY PROGRAM GRANT APPLICATION FOR RUNWAY LIGHT PROJECT. (7) AYES, (0) NAYS. Motion carried.

Motion made by Altheide, second by Dade to approve the following proposed RESOLUTION NO. 210-21: A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2022 PROPERTY TAX LEVY. (7) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: O’Donnell reported vacancies on the Rand Park Pavilion Commission and the Grand Theater Commission. First report of nomination of Phil Dunek to the Board of Adjustment.

STAFF REPORTS: O’Donnell reported on 365 Carbide Lane, City Hall project, and proposed changes to the Municipal Police & Fire Retirement System.

There being no further business, Mayor Richardson adjourned the meeting at 6:40 p.m.
CASH RECEIPTS FOR THE MONTH OF
January, 2021

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<td>Library Trust</td>
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Gltrearp 12/08/20  OPER: AB  CITY OF KEOKUK
RESOLUTION NO.

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

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

WHEREAS, such an investigation has been conducted.

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

THAT, Elle Inc. of Keokuk has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Outdoor Service & Sunday Sales for Lucky’s Irish Pub & Grub, 528 Blondeau Street, effective March 3, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 18th day of February, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________
JEAN LUDWIG, CITY CLERK
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:

- Daniel McClain, 1713 Bank, detached garage

Passed and Approved this 18th day of February, 2021.

____________________________________
Thomas L. Richardson, Mayor

Attest: ______________________________________
       Jean Ludwig, City Clerk
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: Daniel McClain

Property Owner Address: 1713 Bank Street

Address of Residential Property Claimed for Exemption: 1713 Bank 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:
   Detached garage

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? $6,000.00

5. Estimated or actual date of completion? 1/6/1/20

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.

Signature of Applicant
Title
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
January 4, 2021

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 **1713 Bank 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): **Detached garage**

The estimated cost of the completed project is **$6,000.00** and it will be completed on **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
PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS
FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF

REGISTER NO. 5192

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<td>TCIC INC.</td>
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COUNCIL ACTION FORM

Date: February 8, 2021

Presented By: O’Donnell

Subject: USDA Rural Development Funds

Agenda Item: __________

Description:
The City has applied for $66,000 in USDA Rural Development Funds in relation to the runway lighting project at the airport. The funds will provide our ten percent (10%) match for the FAA entitlement funds, effectively making the project one hundred percent (100%) funded from outside sources.

FINANCIAL

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

Line Item #: ________________ Title: ______________________________

Amount Budgeted: ______________________________

Actual Cost: ______________________________

Under/Over: ______________________________

Funding Sources:

________________________________________

________________________________________

Departments:

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

Any previous Council actions:

Action

Date

Recommendation:

Staff recommend approval.

Required Action

BOXED

ORDINANCE  RESOLUTION  MOTION  NO ACTION REQUIRED

Additional Comments:

MOTION BY:  SECONDED BY:  
TO 

CITY COUNCIL VOTES

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<th>Altheide</th>
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<th>Helenthal</th>
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</table>
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION
FOR FUNDS FROM THE USDA RURAL DEVELOPMENT

WHEREAS, the City of Keokuk, Iowa owns the Keokuk Municipal Airport; and

WHEREAS, the City of Keokuk, Iowa intends to complete a rehabilitation of runway lights; and

WHEREAS, FAA Entitlement Grant funding for said project requires a ten percent (10%) match from the City of Keokuk, Iowa; and

WHEREAS, the City of Keokuk, Iowa has applied for USDA Rural Development Funds in an amount sufficient to cover the said ten percent (10%) match; and

WHEREAS, a public hearing on the project and application for USDA Rural Development Funds was held February 18, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEOKUK, IOWA that the City Council supports the application for USDA Rural Development Funds relating to the airport lighting rehabilitation project.

PASSED, APPROVED, AND ADOPTED this 18th day of February, 2021.

__________________________________________
Tom L. Richardson, Mayor

ATTEST:

__________________________________________
Jean Ludwig, City Clerk
# COUNCIL ACTION FORM

**Date:** February 18, 2021  
**Presented By:** O'Donnell  
**Subject:** Max Levy Resolution  
**Agenda Item:**

**Description:**
As required by the State of Iowa, we are to hold a public hearing on the proposed levies for the following areas:

Regular General; Public Transit; Liability and Property Insurance; Emergency Levy; Police & Fire Retirement; FICA & IPERS; Other Employee Benefits.

The max levy for these areas for FY 21-22 is $15.74969/1,000, with receipts of $5,128,511. This is an increase of 2.7% for these combined levies ($0.04813/1,000 & $143,846). However, staff is projected a slight decline in the total levy once Debt Service is accounted for.

As the max levy has an increase of greater than 2.0%, a 2/3 vote of all council members is required for passage.

## FINANCIAL

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<tr>
<th>Is this a budgeted item?</th>
<th>YES ☐</th>
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**Line Item #:** ________________  
**Title:** ____________________________

**Amount Budgeted:** ____________________________

**Actual Cost:** ____________________________

**Under/Over:** ____________________________

**Funding Sources:**

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**Departments:**

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**Is this item in the CIP?**

| YES ☐ | NO ☐ | CIP Project Number: ________________ |
COUNCIL ACTION FORM

Any previous Council actions:

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<tr>
<th>Action</th>
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Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ✓ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:


MOTION BY: ___________________________  SECONDED BY: ___________________________

TO _____________________________________________


CITY COUNCIL VOTES

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<th>VOTES</th>
<th>Altheide</th>
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<th>Bryant</th>
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</table>
RESOLUTION NO.

A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR F/Y 2021-2022

WHEREAS, the City Council of the City of Keokuk, Iowa has considered the proposed fiscal year 2021-2022 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the city web site and/or social media accounts as applicable; and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 18, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the maximum property tax dollars for the affected tax levies for fiscal year 2021-2022 shall not exceed the following total:

Total maximum levy for the affected property tax levies - $5,128,511

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for fiscal year 2021-2022 represents an increase of greater than 2% from the Maximum Property Tax dollars requested for fiscal year 2020-21.

PASSED, APPROVED, AND ADOPTED this 18th day of February 2021.

___________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST:

____________________________________
JEAN LUDWIG, CITY CLERK
CITY NAME
Keokuk

NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/18/2021
Meeting Time: 6:30 PM
Meeting Location: 500 N 20th St, Keokuk Iowa

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.cityofkeokuk.org
City Telephone Number: (319)524-2050

<table>
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<th>Iowa Department of Management</th>
<th>Current Year Certified Property Tax</th>
<th>Budget Year Effective Property Tax</th>
<th>Budget Year Proposed Maximum Property Tax</th>
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Tax Levies:

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<td>Regular General</td>
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<td>Other Employee Benefits</td>
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*Total 384.15A Maximum Tax Levy 14 $4,993,665 $4,993,665 $5,128,511 2.70%

Calculated 384.15A Maximum Tax Rate 15 $15.70156 $15.33291 $15.74896

Explanation of significant increases in the budget:
Property/Liability insurance increase of 15% to loss by insurance carrier as a result of 2020 derecho.

If applicable, the above notice also available online at:
www.cityofkeokuk.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year.
COUNCIL ACTION FORM

Date: February 4, 2021
Presented By: O’Donnell

Subject: Aquatic Center Management Agreement   Agenda Item: ______________

Description:

Staff approached the Hoener YMCA to inquire if the Y would be interested in managing the Keokuk Aquatic Center. This arrangement is used in other communities, notably Fort Madison and West Burlington, successfully. Due to lack of dedicated full time to monitor and aid in the management of the facility, having the full YMCA organization provide management will be advantageous. The Y will hire all staff, including guards, thereby increasing the number of possible candidates as the Y could offer them hours at the Aquatic Center and at the Y’s facility. The City receives a dedicated management team that can use its outside resources to improve operations.

The agreement provides for the Y to assume all management costs starting three days before Memorial Day and going until one day after Labor Day. The City is still responsible for chemicals, utilities, and maintenance costs above $250. The Y will be provided a $20,000 annual management fee and will be compensated up to $35,000 for any operational losses based on receipt of fees minus operational costs the Y is responsible for. All admission and lesson fees will be received and retained by the Y. The concession stand will be under the Y’s control with the ability to allow an outside organization to run that operation.

FINANCIAL

Is this a budgeted item?   YES ☐  NO ☐

Line Item #: ______________________  Title: _________________________________

Amount Budgeted: __________________________

Actual Cost: __________________________

Under/Over: __________________________

Funding Sources:

__________________________________________  __________________________________

__________________________________________  __________________________________

Departments:

__________________________________________  __________________________________

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

Any previous Council actions:

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<th>Action</th>
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Recommendation:

Staff recommends approval.

Required Action

ORDINANCE □ RESOLUTION ✓ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: __________________________ SECONDED BY: __________________________

TO __________________________

________________________________________

________________________________________

CITY COUNCIL VOTES

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RESOLUTION APPROVING AQUATIC CENTER MANAGEMENT AGREEMENT WITH HOERNER YMCA

WHEREAS, the City of Keokuk, Iowa owns and operates the Keokuk Family Aquatic Center; and

WHEREAS, the Hoerner YMCA has staff and experience necessary to manage the operations of an aquatic center; and

WHEREAS, the City of Keokuk, Iowa and the Hoerner YMCA find it advantageous to enter into an agreement for the Hoerner YMCA to manage the operations of the Keokuk Family YMCA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Aquatic Center Management Agreement between the City of Keokuk, Iowa and the Hoerner YMCA is hereby approved.

PASSED AND APPROVED this 18th day of February, 2021.

______________________________
Thomas L. Richardson, Mayor

ATTEST:

______________________________
Jean Ludwig, City Clerk
AQUATIC CENTER MANAGEMENT AGREEMENT

THIS AQUATIC CENTER MANAGEMENT AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Keokuk, Iowa, an Iowa municipal corporation, having an address for business at 601 Main St, Flr 3, Keokuk, Iowa, 52632 (hereinafter “City”); and the Young Men’s Christian Association of Keokuk, Iowa, an Iowa nonprofit corporation, having an address for business at 2126 Plank Rd, Keokuk, IA 52632 (hereinafter “Manager”).

WHEREAS, City owns and currently operates the Keokuk Swimming Aquatic Center (“the Facilities”) located 2930 Plank Rd, Keokuk, IA; and is desirous to retain the services of Manager to manage the Facilities; and

WHEREAS, Manager desires to manage the Facilities for City.

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

I. APPOINTMENT.

The City hereby grants to the Manager the exclusive right to manage the Facilities. Manager will provide its management services during the Term of this Agreement in accordance with the agreements and conditions herein contained.

II. SERVICES OF MANAGER.

Section 2.1 Management of Facilities.

Manager will provide management, direction, and supervision of the operation of the Facilities in accordance with the standards to those prevailing at similar municipally operated outdoor aquatic centers.

Manager shall be responsible for operation of the Facility, excluding start up and shut down, from three (3) days prior to Memorial Day and one (1) day after Labor Day. During the remainder of the year, the City shall be responsible for the Facility and its related costs.

Section 2.2 Operational Costs.

Manager is responsible for all operational costs needed to operate the Facilities, except as listed under Section III, City Obligations, below. This includes daily cleaning and routine maintenance of the Facilities and its equipment.

2.3 Personnel.
All personnel employed at the Facilities shall be the employees of the Manager. All employee costs, including, but not limited to, salaries, benefits, FICA, unemployment insurance and other costs of employment shall be the sole cost of the Manager.

2.4 Hours of Operation.

Manager may extend the hours of operation but may not shorten them below the hours when managed by the City. Manager may rent the Aquatic Center for after-hours or weekend events.

2.5 Swimming Lessons and Classes.

Manager shall continue to offer swimming lessons and classes similar in nature to what was offered when the City managed the Aquatic Center.

2.6 Admission Fees.

City retains the right to set any and all admission fees and shall notify Manager of any change in admission fees no later than January 1, of each year.

2.7 Concession stand.

Manager shall run the concession stand however it wishes, including letting an outside group run it, should they choose to do so. Manager keeps all profits from concessions.

2.8 Books and Accounts.

Manager shall keep and maintain complete and accurate books of account showing all income and expenses and all sales, gross receipts and use tax records and returns for the Facilities. All such books shall be kept and prepared in accordance with good accounting and management practices in accordance with generally accepted accounting standards. Such books and records shall be available for examination by the City, or any agents or auditors as designated by the City, at any time during the Manager’s normal business hours.

2.9 Determination of Profit/Loss.

(a) The determination of the Profit/Loss from the operation of the Facility by the Manager in any given year shall be determined by subtracting the Operating Expenses from the Gross Revenues.

(b) For purposes of this Section 2.9, the term “Gross Revenues” shall mean all revenues and receipts of every kind derived from operating the Facilities, including, but not limited to: income derived from admissions to the Facilities; the sale of food and beverage in the Facilities, income from rentals of the Facilities,
income from vending machines and income from the sale of merchandise. However, for the purposes of calculating Gross Revenues, federal, state or municipal excise, sales or use taxes or any other taxes collected directly from patrons or guests of the Facilities shall be excluded from Gross Revenues.

(c) For purposes of this Section 2.9, the term “Operating Expenses” shall mean all costs and expenses incurred in connection with the operation of the Facilities, defined as, salaries, wages, benefits or other costs of each employee working in the Facilities; the cost of inventories, beverages, supplies, equipment, routine maintenance of equipment, insurance policies required under this Agreement or any taxes levied or assessed on wages, salaries, food and beverages and sales of equipment and any other costs agreed to among the parties to this Agreement.

III. CITY OBLIGATIONS.

3.1 Utility Expense.

City will not charge Manager for water, sewer, electricity, natural gas, or trash pickup.

3.1.1 Other Expenses

City shall be responsible for the purchase of all chemicals necessary for operation of facility and for grounds maintenance outside of facility.

3.2 Cleaning, Maintenance and Repairs.

City will be responsible for keeping all equipment in good condition and repair beyond what is required for routine maintenance and minor repairs. City shall provide for and will arrange garbage and trash removal necessary for the Facilities to operate according to the proper sanitary standards and in compliance with all applicable health and sanitation laws and regulations.

3.3 Capital Expenditures.

All capital expenditures of any single repair in excess of $250.00 necessary for the Facilities to operate in accordance with Section 2.1 shall be at the sole cost of City.

City will cover all typical landlord-type repair expenses.

3.4 License and permits.

The Manager, as agreed upon by the parties, will be responsible for obtaining, or cause to be obtained, and will maintain in full force and effect, all such licenses.
3.5 Operating Deficit.

City will cover any operating deficit occurred by the Manager up to $35,000. If the deficit is higher than $35,000, then City and Manager will negotiate how the increased deficit is covered. The Manager will provide a monthly financial report to the City explaining all income and expenses so listed in Section 2. This report will be provided to the City by the 15th of the month. The City would then reimburse the Manager for any net loss occurred for that month by the 1st of the month. (Example, Manager provides expense report by May 15, City reimburses Manager by 1st of June.)

If the overall deficit is less than $35,000, the City will pay the Manager 25% of the savings from the lower deficit. For example, if the deficit at the end of the season is $31,000, then the City will pay the Manager 25% of $4,000, which is $1,000.

IV. MANAGEMENT FEE.

As compensation for the Manager’s services hereunder, the City agrees to pay Manager a management fee in the amount of $20,000 per year. The City will pay the Manager half of the management fee by July 1st, 2021. The City will pay another 25% of the management fee by August 1, 2021, and the final 25% of the management fee by September 3, 2021.

V. INSURANCE.

Section 5.1 Workers’ Compensation.

Manager will provide and maintain workers’ compensation insurance on all of the Manager’s employees working at the Facilities and said cost will be treated as an operating expense.

Section 5.2 Liability Insurance.

The Manager shall maintain at all times during the Term of this Agreement for the protection of the City and Manager comprehensive or commercial general bodily injury and property damage liability insurance in the amount of not less than $1 million for each occurrence. Said insurance policies shall name the City as an additional insured. The Manager shall provide to the City a certificate of insurance evidencing such policies with a thirty (30) day notice of cancellation.

Section 5.3 Property Insurance.

The City shall keep the City’s structures on the Premises insured against loss or damage from fire, explosion or other cause normally covered by other broad form insurance policies. Manager shall be named as an additional insured on said policy for the Facilities.
Section 5.4  **Cost of Insurance.**

The cost of insurance listed above in Sections 5.1 and 5.2 shall be an Operating Expense pursuant to this Agreement.

VI.  **TERM AND TERMINATION OF AGREEMENT.**

Section 6.1  **Term of Agreement.**

The initial term ("Term") of this Agreement shall be for one year, commencing on the date of execution of this Agreement. After the first year, the Agreement shall be reviewed and, if necessary, revised. After the initial term, the subsequent term shall be for five years, or until terminated by either party in accordance with Sections 6.2 or 6.3 below.

Section 6.2  **Termination of Agreement for Convenience.**

This Agreement shall remain in full force and effect until terminated by either party by giving written notice to the other party no later than November 30th of the year in which the Agreement is in operation.

Section 6.3  **Notice of default: Termination for Breach.**

In the event that either party breaches any term of this Agreement, the non-breaching party may send a Notice of Default to the breaching party giving the breaching party fourteen (14) calendar days to cure said default. In the event that said default is not cured within fourteen days or any extension given by the non-breaching party, this Agreement shall terminate.

In the event of termination under this Section 6.3, the breaching party shall pay all reasonable costs and attorneys’ fees required to terminate said Agreement or litigate the breach in court. The Iowa District Court in and for Lee County, at Keokuk, Iowa, shall have jurisdiction, in the event of litigation.

VII.  **MISCELLANEOUS.**

Section 7.1  **Notices.**

All notices required under this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via hand delivery as follows:

To the City:  City Clerk
City of Keokuk, Iowa
601 Main St, Flr 3
Keokuk, Iowa, 52632

To the Manager:  Director
Y.M.C.A. of Keokuk, Iowa
or at such other address as is from time to time may be designated by the party receiving
the notice. Any such notice that is mailed in accordance herewith shall be deemed received
when the Notice is deposited with the United States Postal Service, postage prepaid. In the
event of hand delivery, the Notice shall be deemed delivered when the hand delivery is made
to the address listed above.

Section 7.2 **No partnership or joint venture.**

Nothing contained in this Agreements shall constitute or be construed to be or create
a partnership or joint venture between the City on the one part, and the Manager, its
successors or assigns, on the other part.

Section 7.3 **Amendment.**

This Agreement shall not be amended or changed except by a written instrument
executed by both parties.

Section 7.4 **Authority to Enter Agreement.**

(a) In order to induce the Manager to enter into this Agreement, the City represents and
warrants that the execution of this Agreement is permitted by the statutory and
constitutional authority of the City, and this Agreement has been duly authorized,
executed and delivered, and will, throughout the Term of this Agreement, constitute
a legal, valid and binding obligation of the City enforceable in accordance with the
terms hereof.

(b) In order to induce the City to enter into this Agreement, the Manager represents and
warrants that the execution of this Agreement is permitted by the Articles of
Incorporation and the Bylaws of Manager, and this Agreement is duly authorized,
executed and delivered, and throughout the Term of this Agreement, constitutes a
legal, valid and binding obligation of the Manager enforceable in accordance with the
terms hereof.

Section 7.5 **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to
the matters addressed herein and supersedes all prior understandings and writings with
respect to such matters, and may be changed or supplemented only by a writing executed
by both parties.

Section 7.6 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an
original, but taken together, shall constitute one and the same agreement.
Section 7.7  **Governing Law.**

This Agreement shall be interpreted in accordance with the laws of the State of Iowa and any litigation commenced to enforce any of the terms of this Agreement shall be filed in the Iowa District Court for Lee County or the Federal District Court for the Southern District of Iowa.

Section 7.8  **Binding Effect.**

This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

Dated this _____ day of ______________________, 2021.

CITY OF KEOKUK, IOWA

_____________________________________
Thomas L. Richardson, Mayor

ATTEST:

_____________________________________
Jean Ludwig, City Clerk

Y.M.C.A.

_____________________________________
Mark Smidt, Hoener YMCA Director
TO: Mayor and Council
FROM: Cole S. O’Donnell
DATE: February 17, 2021
RE: Committee Nominations

Vacancies

**Rand Park Pavilion Board**
Vacancy Term to Expire 10/22/20

**GRAND THEATRE COMMISSION**
Vacancy 11/05/23
Vacancy 11/05/23

Second Notification (No vote required)

**Board of Adjustment**
Phil Dunek 04/01/23
TO: Mayor and City Council
FROM: Cole S. O’Donnell
DATE: February 16, 2021
RE: Administrator’s Report

1. 365 Carbide Lane: The judge has set the compensation commission and the compensation hearing has been set for March 31st with a time to be determined.

2. City Hall Project: The asbestos and lead based paint reports are complete and show some areas of concern. The basement has asbestos and lead paint, but as we are not doing any work in basement this is of little concern. The other instances of asbestos occur in the sealant around the glass brick windows and the roofing material. This will need to be remediated. The lead-based paint is easier to mitigate and deal with due to the building being vacant at time of disturbance. We are working with Schickedanz on either adding to their scope of services or contracting directly for remediation.

3. SID Center: Shelley Oltmans and KEDC are working on renovating several second-floor offices to make them more attractive for renting. KEDC is funding the renovations. Staff is working with Shelley on a possible tenant for several fourth-floor office. Quotes for setting up telecommunications to the second and fourth floor spaces are being sought. It appears that connecting the offices to a central hub should not be difficult.

4. Riverfront Trail: SEIRPC is looking for additional grants to help close the gap in funding. We have until December 31, 2021 to use the Wellmark funding. SEIRPC staff are looking at other options to avoid losing the grant funds.