AGENDA
COUNCIL WORKSHOP
March 4, 2021
5:30 P.M.

(1) Anderson, Larkin & Co. discuss audit.

(2) Review council meeting agenda.

AGENDA
CITY COUNCIL MEETING
March 4, 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. Consent Agenda.

   - Minutes of the Regular City Council meeting of February 18, 2021;
   - Minutes of the Safety Committee Meeting of February 23, 2021;
   - Resolution approving a Liquor License for The Cellar, 29 S. 2nd, effective March 5, 2021 - Class C Liquor License with Outdoor Service & Sunday Sales (pending health inspection);
   - Resolution approving a Liquor License for L. Treyns, 1108 Main Street, effective March 15, 2021 – Class C Liquor License with Outdoor Service;
   - Resolution approving a Liquor License for Sites, 1301 Main Street, effective March 21, 2021 – Class E Liquor License with Class B Wine Permit, Class C Beer Permit (carryout beer) and Sunday Sales;
   - Motion to pay bills and transfers listed in Register No.'s 5195-5196;

7. Consider resolution setting a public hearing on the fiscal year 2021-2022 annual budget.

8. Consider resolution accepting the Annual Financial Audit Report for fiscal year ending June 30, 2020.

9. Consider resolution approving offer to donate real estate and acceptance.

10. Consider resolution setting a public hearing on plans, specifications, engineer's cost estimate and form of contract for the runway 14/32 lighting project.

11. Consider resolution approving agreements for fireworks display with J & M Displays.

12. Consider resolution on acquisition or development for outdoor recreation.

13. Boards & Commissions.

14. Staff Reports:

15. New Business:

16. Adjourn meeting.

MINUTES
CITY COUNCIL MEETING
February 18, 2021
500 N. 20th Street
6:30 P.M.

The City Council of the City of Keokuk met in regular session on February 18, 2021 at 500 N. 20th Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were eight council members present, none absent. Mike O'Connor, Linda Altheide, Devon Dade, Steve Andrews, Linda Marsden, and Roger Bryant were present in person. John Helenthal and Susan Dunek were present by phone, Staff in attendance: City Administrator Cole O'Donnell, Deputy City Clerk Amy Benson, Community Development Director Pam Broomhall, Public Works Director Robert Helenthal, Bridge, Park, Cemetery and Sanitation Manager Bob Weis were present in person. Fire Chief Gabe Rose was present by phone. All measures will be by roll call.

MAYOR'S CORRESPONDENCE: Welcomed Suzanne Payne to the meeting. Thanked Linda Marsden for volunteering to re-work the City website. Congratulated Kevin Church on his retirement and thanked him for his 30 plus years of service on the Keokuk Police Department.

Motion made by Marsden, second by Altheide to appoint Roslyn Garcia as the 3rd Ward Council Member. (8) AYES, (0) NAYS. Motion carried. Roslyn Garcia was then sworn in by Mayor Richardson and took her seat at the council table.

Motion made by Bryant, second by O'Connor to approve the agenda, including the consent agenda. (9) AYES, (0) NAYS. Motion carried.

- 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 NO. 211-21:** 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 NO. 212-21:** Approving an 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;

Mayor Richardson opened the public hearing at 6:36 p.m. 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.

Heard comments. Mayor Richardson then closed the public hearing at 6:37 p.m.

Motion made by O'Connor, second by Bryant to approve the following proposed **RESOLUTION NO. 213-21:** "A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS FROM THE USDA RURAL DEVELOPMENT FOR RUNWAY LIGHT PROJECT." (9) AYES, (0) NAYS. Motion carried.

Mayor Richardson opened the public hearing at 6:38 p.m. on the proposed fiscal year 2021 2022 property tax levy. A public hearing notice was published in the Daily Gate City on February 5, 2021.

Heard comments. Mayor Richardson then closed the public hearing at 6:39 p.m.

Motion made by Altheide, second by O'Connor to approve the following proposed **RESOLUTION NO. 214-21:** "A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FY 2021-2022." (9) AYES, (0) NAYS. Motion carried.

Motion made by Marsden, second by Bryant to approve the following proposed **RESOLUTION NO. 215-21:** "A RESOLUTION APPROVING AQUATIC CENTER MANAGEMENT AGREEMENT WITH HOERNER YMCA." (9) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: O'Donnell reported a vacancy on the Rand Park Pavilion Board, two vacancies on the Grand Theatre Commission and second notification for Phil Dunek on the Board of Adjustment.

STAFF REPORTS: O'Donnell reported on the following: 365 Carbide Lane property, City Hall Project, SID Center and the Riverfront Trail.

CITIZEN'S REQUEST: Mayor Richardson said Linda Marsden has volunteered to assist any council members set up a social media page. A protest letter was sent to Iowa Utilities Board protesting Liberty Gas rate increase.

There being no further business, Mayor Richardson adjourned the meeting at 6:54 p.m.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Tuesday, February 23, 2021
8:30AM

Meeting called to order at 8:30 am.

In Attendance: Roger Bryant, John Reiter, Mark Weirather, Tom Wills, Cole O'Donnell, Jean Ludwig, Robert Helenthal.

Ludwig read the minutes from the January meeting. No corrections or additions were noted. Motion to approve the minutes as read by Weirather, second by Helenthal. Approved.

OLD BUSINESS:

Job Hazard Analysis: No update.

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 two Company Nurse reports since the last meeting:
Employee involved in auto accident.
Employee slipped on ice.
As of now both are reports with no medical treatment.

February safety training topic was Personal Protective Equipment.
March training will be Electrical Power Line Safety. This is a change from the originally scheduled Machine Guarding. Electrical Power Line Safety was added after getting the new garbage packers. There is concern about encountering power lines due to height and line of sight issues.

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

Employees will be required to wear a mask at 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.

Reviewed monthly audit forms. Forms were turned in by Street, Vehicle Maintenance and Sewer. There was one new item to address: Condensation dripping from the roof in the Sewer Maintenance shop. Helenthal said there is not much that can be done.

Items to follow up on were:

1) Exit Lights not working in the gas storage room at Cemetery Dept. – **Exit lights have been repaired**.
2) No EXIT signs in round building at Cemetery Dept. – **Exit signs have been installed**.
3) No emergency plans – All Departments – not yet addressed (Cole & Robert)

(OVER)

Helenthal reported that his departments are using daily vehicle check lists.

Discussed ice grips worn over boots/shoes. Depending on the weather conditions and the job being done, at times another style may work better. We still have a supply of the grip style available. Others can be purchased as needed.

Set the date of March 23, 2021 for the next meeting.

Their being no other business, Helenthal made a motion to adjourn, second by Weirather. Meeting adjourned at 8:38am.

Respectfully submitted by Jean Ludwig.

RESOLUTION NO.

WHEREAS, Application has been made by The Keokuk Cellar LLC for a Class C Liquor License for The Cellar, 29 S. 2nd 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, The Keokuk Cellar LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Outdoor Service and Sunday Sales for The Cellar, 29 S. 2nd Street, effective March 5, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 4th day of March, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

RESOLUTION NO.

WHEREAS, Application has been made by Larry Roberts Jr. for a Class C Liquor License for L. Treyns, 1108 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Larry Roberts Jr. 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 for L. Treyns, 1108 Main Street, effective March 15, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 4th day of March, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

RESOLUTION NO.

WHEREAS, Application has been made by Amitoj Inc. for a Class E Liquor License for Site Food Mart, 1301 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Amitoj Inc. 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 E Liquor License with Class B Wine Permit, Class C Beer Permit (Carryout Beer) and Sunday Sales for Site Food Mart, 1301 Main Street, effective March 21, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 4th day of March, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

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 MARCH 4, 2021.

REGISTER NO. 5195

ALTORFER INC.	PARTS	$	933.04
BEARING HEADQUARTERS CO.	PARTS	$	85.29
BINNS & STEVENS EXPLOSIVES,INC	LIQUID CALCIUM	$	1,325.25
GRAY QUARRIES, INC	ROADROCK	$	423.75
JIM BAIER, INC	PARTS	$	20.76
RIVER CITY PARTS, INC.	PARTS	$	31.85
HEADCO MACHINE WORKS	PARTS	$	150.00
LAWSON PRODUCTS, INC.	SUPPLIES	$	78.27
KERR FABRICATORS, INC.	PARTS/SUPPLIES	$	421.50
J & S ELECTRONICS BUSINESS,INC	EQUIPMENT/CONTRAC CHARGE	$	649.53
S. J. SMITH WELDING SUPPLY	TANK RENTAL	$	453.28
IDEAL READY MIX COMPANY, INC	CONCRETE SAND	$	1,232.95
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	$	150.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	$	928.85
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	$	153.94
ALLIANT	ELECTRIC BILL	$	4,235.05
THE CARDBOARD BOX	UPS CHARGES	$	172.85
CENTURY LINK	SERVICE	$	52.20
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERCVICES	$	7.00
PILOT GROVE SAVINGS BANK	RENT	$	3,500.00
AIRGAS USA, LLC	SUPPLIES/MATERIALS	$	125.28
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	$	985.54
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	$	725.00
TOM CREW	REIMBURSEMENT	$	47.00
SOUTHEASTERN COMMUNITY COLLEGE	CLASSES	$	854.00
ENDERLE HEATING & A/C COMPANY	LABOR/EQUIPMENT	$	4,945.00
HILL PRINTING	BUSINESS CARDS AIRPORT/SEWER	$	279.82
HY-VEE, INC.	SUPPLIES	$	18.89
SHOTTENKIRK, INC	PARTS	$	382.46
PER MAR SECURITY SERVICES	SECURITY MONITORING	$	2,204.94
RAIRDEN AUTO SALVAGE AND	TOWING SERVICE	$	60.00
CALDWELL COMPANY	NAME PLATES	$	16.00
KNAPHEIDE TRUCK EQ CENTER	PARTS	$	1,904.93
FASTENAL COMPANY	PARTS/SUPPLIES	$	16.64
USA BLUE BOOK	SEWER SUPPLIES	$	181.08
PETE BENSON	TOOL ALLOWANCE	$	672.00
WISS & WISS EQUIPMENT INC.	PARTS	$	(236.07)
WAL-MART COMMUNITY/GECRB	SUPPLIES	$	309.22
TOTAL SOLUTIONS, INC.	IT SERVICES	$	426.15
THE DES MOINES REGISTER	LIBRARY SUBSCRIPTION	$	510.82
DELL MARKETING L.P.	EQUIPMENT POLICE DEPT	$	2,158.08

REGISTER NO. 5196

POLYDYNE, INC.	POLYMER - WPC	$	4,761.00
SYNCB/AMAZON	LIBRARY SUPPLIES	$	1,549.83
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	$	1,167.10
WELLS-WAY JANITORIAL SERVICES	LIBRARY CLEANING	$	1,300.00
MEDIACOM	SERVICE	$	122.56
COMPASS MINERALS AMERICA	SNOW REMOVAL MATERIALS	$	6,518.16
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	$	17,510.00
HILL'S PET NUTRITION SALES,INC	SUPPLIES	$	34.84
TRI-STATE TOOLS	PARTS/MATERIALS/FREIGHT	$	612.82
RELIABLE PEST SOLUTIONS	PEST CONTRAL	$	144.90
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	$	16.00
GALLS,LLC-CARPENTER UNIFORMS	POLICE DEPT SUPPLIES/FREIGHT	$	290.00
BRETT DAVIS	REIMBURSE NOTARY STAMP	$	24.61
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	$	516.00
DIVISION OF LABOR	LIBRARY INSPECTION/PERMIT FEE	$	175.00
MACQUEEN EQUIPMENT, INC.	PARTS/FREIGHT	$	1,162.50
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	$	198.00
WEST CENTRAL FS INC.	BULK FUEL	$	16,027.28
IOWA LAW ENFORCEMENT ACADEMY	BASIC TRAINING	$	6,650.00
WINDSTREAM	SERVICE	$	662.90
LIBERTY UTILITIES MIDSTATES	SERVICE	$	8,482.56
INTERSTATE BILLING SERVICE,INC	PARTS	$	246.02
GRAPHIC EQUIPMENT CORPORATION	PARTS/FREIGHT	$	245.50
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	$	5.13
TSS	DRUG TESTING SERVICES	$	111.00
VISA	CARD SERVICES	$	3,211.77
ANDERSON, LARKIN & CO, PC	FINAL BILL JUNE 2020 AUDIT	$	9,750.00
QUINCY MEDICAL GROUP	MEDICAL SERVICES	$	120.50
COURTESY DOOR	LABOR/MATERIALS @ AIRPORT	$	85.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	$	127.74
HISTORIC EAGLES BUILDING LLP	TAX REBATE FINAL PAYMENT	$	8,921.70
DEMCO SOFTWARE	LIBRARY SUPPLIES	$	736.09
JAMES F. DENNIS	PROFESSIONAL SERVICES	$	5,580.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	$	300.00
CARRIE MILLER	PORTABLE TOILET RENTAL	$	160.00
MARVIN L. PEZLEY	AIRPORT MAINTENANCE	$	547.50
QUADIENT FINANCE USA, INC	POSTAGE REFILL	$	1,000.00
WALZ LABEL AND MAILING SYSTEMS	MAILING SUPPLIES	$	57.29
LIVE VOICE	ANSWERING SERVICE	$	376.73
FERGUSON ENTERPRISES LLC #1657	SUPPLIES/MATERIALS	$	5.24
TYLER GRAY	TRAVEL REIMBURSEMENT	$	25.05
QTPOD	AIRPORT SUPPLIES/MATERIALS	$	95.22
RYAN BROTHERTON	ELECTRIC HOOK UP	$	1,000.00
OUTDOOR CANVAS DESIGNS	1/2 DOWN KEOKUK FLAGS	$	4,231.25
		$	136,456.93

COUNCIL ACTION FORM

Date: March 4, 2021

Presented By: O'Donnell

Subject: Set Public Hearing FY 21-22 Budget Agenda Item: _____

Description:

Staff has yet to receive a report from our financial advisors regarding their review of the General Fund budget. The final proposed budget has not changed significantly since the last presentation. Staff recommends proceeding forward and making any changes after adoption to address the situation. A public hearing must be held prior to final adoption and staff recommends March 18, 2021 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	Garcia	Helenthal	Marsden	O'Connor
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO. _____

A RESOLUTION SETTING PUBLIC HEARING ON THE FISCAL YEAR 2021-2022 ANNUAL BUDGET

WHEREAS, the City of Keokuk, Iowa has prepared the annual operating budget for Fiscal Year 2021-2022; and

WHEREAS, prior to approving said annual budget, a public hearing must be held to receive comments.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on March 18, 2021 at 6:30 PM in the Keokuk Community Schools Board Room, 500 N 20th St, Keokuk, Iowa.

BE IT FURTHER RESOLVED that the City clerk shall publish notice of said public hearing in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 4th day of March, 2021.

_____
Mayor –Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

COUNCIL ACTION FORM

Date: March 4, 2021

Presented By: O'Donnell

Subject: FY 2020 Audit Agenda Item: _____

Description:

Anderson and Larkin will present the FY 2020 Audit for your consideration.

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	Garcia	Helenthal	Marsden	O'Connor
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION ACCEPTING THE ANNUAL FINANCIAL AUDIT REPORT FOR FISCAL YEAR ENDING JUNE 30, 2020

WHEREAS, the City of Keokuk, Iowa is required to conduct an annual financial audit; and

WHEREAS, the accounting firm of Anderson, Larkin & Co has completed said audit for Fiscal Year Ending June 30, 2020.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK IOWA, THAT the City Council has reviewed and now accepts the Annual Financial Audit for Fiscal Year Ending June 30, 2020.

PASSED, APPROVED, AND ADOPTED this 4th day of March, 2021.

_____
Mayor –Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

COUNCIL ACTION FORM

Date: March 4, 2021

Presented By: O'Donnell

Subject: Offer to Donate 501 Main St Agenda Item: _____

Description:

In order to transfer the property at 501 Main St from Connections Bank to the City, we need an agreement specifying the procedures and limitations. While most items are standard for property transfers, Connections is asking for a limitation on any sale of the property in the future. The City will be not be able to sell the building for use as a bank for twenty years and Connections shall have first right of refusal for any sale. Staff assured Connections that the City would not have any intentions of selling the property anytime soon, given the old facility was only vacated due to the fire.

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	Garcia	Helenthal	Marsden	O'Connor
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

RESOLUTION APPROVING OFFER TO DONATE REAL ESTATE AND ACCEPTANCE

WHEREAS, the City of Keokuk, Iowa experienced a catastrophic fire of the City Hall resulting in the abandonment and destruction of the building; and

WHEREAS, Connections Bank has constructed a new facility and intends to abandon its present location at 501 Main St, Keokuk, Iowa in good repair; and

WHEREAS, Connections Bank has offered to donate said building at 501 Main St, Keokuk, Iowa to the City of Keokuk, Iowa to be renovated for a new City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Offer to Donate Real Estate and Acceptance of 501 Main St, Keokuk, Iowa is approved.

PASSED AND APPROVED this 4th day of February, 2021.

_____
Thomas L. Richardson, Mayor

ATTEST:

_____
Jean Ludwig, City Clerk

OFFER TO DONATE REAL ESTATE AND ACCEPTANCE
501 Main Street
Keokuk, Iowa

TO: CITY OF KEOKUK (DONEE)

The undersigned DONOR hereby offers to donate, and the undersigned DONEE, by its acceptance, agrees to accept the building and associated real property parcels (locally known as 501 and 515 Main Street, Keokuk, Iowa), situated in Lee County, Iowa, and legally described as:

All of Lot Twelve and the Southeasterly Thirty-four and four-tenths (34.4) feet of Lot Eleven (11) in Block Sixty-Four (64) of the Original City of Keokuk, Lee County, Iowa (501 Main), as shown and outlined on Exhibit A attached,
AND
The Easterly Twenty (20) feet of Lot Nine (9) and Lot Ten (10), except the Easterly Four and one-third (4 1/3) feet of Lot Ten (10), in Block Sixty-four (64), in the Original City of Keokuk, Lee County, Iowa (515 Main), as shown and outlined on Exhibit B attached,

both properties herein referred to as the "Property", upon the following terms and conditions:

1. DONATION. This donation of Property is for the use of the City of Keokuk ("City") as determined appropriate by the City.

2. REAL ESTATE TAXES. DONOR will pay real estate taxes prorated to the date of Closing.

3. SPECIAL ASSESSMENTS.

A. DONOR shall pay any installment of a special assessment that is due as of the date of Closing.

B. DONEE shall pay all other special assessments or installments not payable by DONOR.

4. RISK OF LOSS AND INSURANCE. DONOR shall bear the risk of loss or damage to the Property prior to Closing.

5. POSSESSION AND CLOSING. Closing will be within sixty (60) days of the date of this Agreement, or earlier date mutually agreed upon between the parties. The date on which the closing and transfer of possession occurs is referred to herein as the "Closing" or "Closing Date". DONEE shall pay the recording fee to record the Deed and its legal fees. DONOR shall pay the transfer tax, if any, and its legal fees. If DONEE timely performs all obligations, possession of the Property shall be delivered to DONEE at Closing.

"Closing" shall be deemed to have occurred upon occurrence of all of the following actions:

A. Approval of title by DONEE.

B. Vacation of the Property by DONOR.

C. Filing of record of the Corporate Warranty Deed and all other documents needed to transfer title to DONEE. DONOR agrees to permit DONEE to inspect the Property periodically and with DONEE's consent prior to Closing to assure that the premises are in the condition required by this agreement.

6. CONDITION OF PROPERTY. The Property as of the date of this agreement is being provided in an AS IS, WITH ALL FAULTS condition, and will be preserved by the DONOR in its present condition until Closing. DONOR makes no warranties, expressed or implied, as to the condition of the Property.

7. ABSTRACT AND TITLE. DONOR shall, at its expense, provide an abstract of title to the Property, continued through the date of this agreement, and deliver it to DONEE'S attorney for examination. Abstract continuations and creation shall be at DONEE'S costs. The abstract shall show marketable title in DONOR in conformity with this agreement, Iowa law, and title standards of the Iowa State Bar Association. If Closing is delayed due to DONOR'S inability to provide marketable title, this agreement shall continue in force and effect until either party rescinds the agreement after giving ten days written notice to the other party.

8. INTENTIONALLY OMITTED

9. DEED. At Closing DONOR shall give to DONEE a Corporate Warranty Deed for the Property, free and clear of all liens, restrictions, and encumbrances except as provided in this agreement. The Deed shall, however, contain a use restriction that prohibits the operation of a business engaged in banking or insurance on the Property for a period of twenty (20) years. Furthermore, the Donor shall reserve a right of first refusal in the Deed pursuant to which DONEE shall be required to give DONOR at least sixty (60) days prior written notice of the terms upon which DONEE intends to transfer or sell the Property (together with any written offers or contracts related to the intended disposition). If DONOR exercises its right of first refusal within the sixty (60) day period, then DONEE shall sell or transfer the Property to DONOR upon the same terms contained in the notice. In the event DONOR does not exercise its right of first refusal, then DONEE shall be entitled to sell or transfer the property to the third party, and upon the same terms, identified in the notice.

10. REMEDIES OF THE PARTIES.

A. If either party fails to timely perform obligations under this agreement, the other party may declare the agreement null and void.

B. DONEE and DONOR are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

11. NOTICE. Any notice under this agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at their respective addresses.

12. GENERAL PROVISIONS. In the performance of each part of this agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This agreement shall apply to and bind the successors in interest of the parties. This agreement shall survive the Closing. This agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by DONOR and DONEE. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. SEVERABILITY, GOVERNING LAW AND JURY WAIVER. Each of the provisions of this agreement shall be enforceable independently of any other provision of this agreement and independent of any other claim or cause of action. In the event of any dispute arising under this agreement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this agreement without regard to the place of execution or place of performance thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Dated this_____day of_____, 2021.

DONOR: CONNECTION BANK

By: _____
Matt Morris, President

This Offer accepted this_____day of_____, 2021.

DONEE: CITY OF KEOKUK ATTEST:

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____

COUNCIL ACTION FORM

Date: March 4, 2021

Presented By: ODonnell

Subject: Set Public Hearing Runway Lighting Agenda Item: _____

Description:

The plans, specifications, engineer's cost estimate, and form of contract are ready for solicitation of bids. The schedule for the project has bid advertisement on March 18th, bid receipt April 7th, public hearing and award of contract April 15th.

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:

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

Staff recommends setting the public hearing for April 15, 2021 at 6:30 PM.

MOTION BY: _____ SECONDED BY: _____

TO _____

_____

_____

CITY COUNCIL VOTES

VOTES	Altheide	Andrews	Bryant	Dade	Dunek	Garcia	Helenthal	Marsden	O'Connor
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO. _____

A RESOLUTION SETTING PUBLIC HEARING ON PLANS, SPECIFICATIONS, ENGINEER'S COST ESTIMATE AND FORM OF CONTRACT FOR THE RUNWAY 14/32 LIGHTING PROJECT

WHEREAS, the City of Keokuk, Iowa will be completing a runway lighting upgrade project at the Keokuk Municipal Airport; and

WHEREAS, the City of Keokuk, Iowa will be receiving 90% of the cost for said project from the Federal Aviation Administration (FAA); and

WHEREAS, the USDA Community Programs Grant will provide the necessary funds for the City of Keokuk, Iowa's 10% match; and

WHEREAS, a public hearing must be held prior to award of the construction contract on the plans, specifications, engineer's cost estimate, and form of contract.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on April 15, 2021 at 6:30 PM in the Keokuk Community Schools Board Room, 500 N 20th St, Keokuk, Iowa.

BE IT FURTHER RESOLVED that the City clerk shall publish notice of said public hearing in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 4th day of March, 2021.

_____
Mayor –Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

COUNCIL ACTION FORM

Date: March 4, 2021

Presented By: O'Donnell

Subject: J&M Displays Agreements Agenda Item: _____

Description:

The agreement with J&M Displays is for the 2021 Independence Day fireworks display to be held July 4, 2021. J&M will provide personnel to setup and fire the display. There is also an extension of the multi-year agreement for three additional years. This agreement provides additional discounts allowing for a larger display. J&M is also asking for an addendum to allow for a date change should COVID-19 reduce the number of personnel J&M has available to set up and fire displays.

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	Garcia	Helenthal	Marsden	O'Connor
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION APPROVING AGREEMENTS FOR FIREWORKS DISPLAY WITH J&M DISPLAYS

WHEREAS, the City of Keokuk, Iowa holds an annual Independence Day celebration; and

WHEREAS, the finale of said celebration is a fireworks display.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK IOWA, THAT the City Council approves an agreement with J&M Displays for the 2021 Independence Day fireworks display, a multi-year agreement extension, and a COVID-19 adendum.

PASSED, APPROVED, AND ADOPTED this 4th day of March, 2021.

_____
Mayor –Thomas L. Richardson

ATTEST:

_____
Jean Ludwig, City Clerk

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this_____day of_____, 20 21 , by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Keokuk, IA, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the $ 12,090.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4th, 20 21 at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display *(check one of the below options)*:

☑ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller ***(check one of the below options)***:

☐ the sum of $_____ as a down payment upon execution of this Agreement. The balance of $_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a $30.00 fee.

☑ $ 12,090.00 in full by April 25th, 2021 (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

☐ $_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than $10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

(a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.

(b) Protection of the display area by roping off or similar facility.

(c) Adequate police protection to prevent spectators from entering display area.

(d) Dry, clean sand, if needed, for firing.

(e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.

(f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

(a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was forseeable and whether or not such party has been advised of the possibility of such damages.

(b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____ BY: _____

J & M Displays, Inc.
SELLER

BUYER

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

MULTIPLE YEAR AGREEMENT EXTENSION

This Agreement can be considered an extension of the previously signed Multiple Year Agreement made by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as Seller, and the City of Keoluk, Iowa, hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing fireworks for display.

2. Buyer hereby agrees to purchase all of their fireworks exclusively from Seller for the next three years (20 21, 20 22, 20 23). In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the fireworks purchased by Buyer from Seller for the given year. The bonus for signing this extension to the Buyer's original Multiple Year Agreement is as follows:

    - _____year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
    - _____year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
    - _____year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if Buyer provides an early order (all paperwork and payment for the fireworks display provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.

4. In no way is Buyer obligated to purchase fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.

5. Extension: The final year of the Multiple Year Agreement the buyer will have the option to extend the Multiple Year Agreement for an additional three years if both parties mutually agree and a Multiple Year Agreement Extension is completed and signed.

6. Termination: This Agreement will expire three (3) years from its execution. The Buyer or Seller may terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

_____	_____
Seller	Buyer
_____	_____
Date	Date

Fireworks Display Agreement

Addendum

This Addendum to the Fireworks Display Agreement ("Addendum") is hereby incorporated by reference into and made a part of the attached Fireworks Display Agreement ("Agreement"). Each reference in the Agreement to any term of this Addendum shall have the meaning as set forth in this Addendum for such term. Any initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

WHEREAS the ongoing Covid-19 pandemic has impacted and hindered the ability of many industries, with an especially detrimental impact on live events, including the pyrotechnic and special effects industry;

WHEREAS J&M Displays utilizes a "Shoot Team" to conduct each individual display and each Shoot Team consists of persons who are not full-time employees of J&M Displays and over whom J&M Displays has minimal control outside the Display environment; and

WHEREAS the impact of the Covid-19 pandemic has directly impacted J&M Displays' ability to perform fireworks displays in 2020 and is anticipated to possibly present additional difficulties in performing displays in 2021,

THEREFORE,

Each party's obligations to perform hereunder will be excused in the case of a Force Majeure Event. Specific to this Addendum, a "Force Majeure Event" is defined to include medical conditions, which result in quarantine or similar limitations or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held. In the case of Seller, a Force Majeure Event includes, without limitation, death, serious illness or incapacity one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

Seller's Rescheduling. J&M Displays will work with all customers to ensure a timely and safe fireworks display, but as noted above, due to circumstances beyond J&M Displays' control, certain fireworks displays in 2021 may have to be rescheduled with limited notice to Buyer. J&M Displays will immediately inform Buyer of any unanticipated Covid-19 related interruption in services and will endeavor to reschedule the display as soon as practical or on a mutually agreeable date in calendar year 2021.

Buyer's Rescheduling. Buyers who believe their display may be cancelled or postponed for Covid-19 related reasons should contact J&M Displays as soon as practical. Buyers who must postpone displays due to circumstances beyond their control who reschedule within calendar year 2021 will not be charged any additional fee.

Cancellation. In the event it becomes necessary for Seller to cancel the fireworks display and not reschedule, Buyer shall be entitled to a full refund of any payment made. In the event Buyer choses to cancel the display rather than reschedule, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

All remaining terms of the Fireworks Display Agreement remain unchanged, and are ratified.

The parties have caused this Addendum to be duly executed as of the _____ day of _____, 2021.

SELLER: J&M Displays

By: _____
Print: _____
Title: _____

BUYER: _____

By: _____
Print: _____
Title: _____

COUNCIL ACTION FORM

Date: March 4, 2021

Presented By: O'Donnell

Subject: Application Land & Water Conservation Agenda Item: _____

Description:

SEIRPC is working on several granst to help close the financing gap on the River Front Trail Project. The application is for the Land & Water Conservation Fund for $125,000. The Application is due March 14th necessitating the addition to the agenda.

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	Garcia	Helenthal	Marsden	O'Connor
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

County: Lee

WHEREAS, the City of Keokuk (City/County) is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of

Site Name: the City of Keokuk and the State Iowa.

Site Address: 101-899 Mississippi Dr.; Victory Park along Mississippi River

Project Title: Keokuk Riverfront Trail

Total Estimated Cost: $ $1,058,315

Brief Description of Project:

A 10-foot wide trail, at approximately 1 mile in length, will be constructed along the Mississippi River from Victory Park to the public boat launch near the south end of Mississippi Drive. A portion of the project will involve reconstruction of an existing decades-old asphalt trail, while the remainder (0.68 miles) will create an entirely new trail. This trail will connect Victory Park, Hubinger Landing, the South Side Boat Club, and the Keokuk River Museum.

AND, Land and Water Conservation Fund financial assistance is being sought for the acquisition or development of said outdoor recreational facilities,

NOW THEREFORE, be it resolved by the City of Keokuk that the project described above be authorized,

AND, be it further resolved that said City make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of 11.8 % of the actual cost of the project,

AND, be it further resolved that said City certifies to the following:

1. That is will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That is has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Keokuk at a legal meeting held on this 4th Day of March , 20 21 .

(signature)	(signature)
Tom Richardson, Mayor	Jean Ludwig, City Clerk
(title)	(title)

TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: March 2, 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

Final Notification (Vote required)

Board of Adjustment

Phil Dunek 04/01/23

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: March 2, 2021

RE: Administrator's Report

1. City Hall Project: Preconstruction meeting was held February 22nd. Schickedanz will be ready when we take possession of the building, though mobilization may take a week. Connections has a contract with Schindler Elevator for service at the building. This contract requires assignment to their successors (the City) for the term of the contract (exp. 2024). Staff would prefer to use Kone Elevator for service so that all elevators are serviced by one company. Connections was able to negotiate with Schindler for release of the contract with no penalties.
2. SID Center: Working with KEDC to get the Center ready for possible occupants. The City will pay the expense of getting internet to the building and wires to the offices. KEDC will have sufficient funds to get several 2nd floor offices finished out and possibly several on the fourth floor. The latter will be dependent upon the plans of possible tenant.
3. Legislative Issues: I spoke with our state representatives regarding changes to MFPRSI and TIF. The bill for MFPRSI would make complications, and even the initial treatment, of illnesses caused by droplets presumptive, meaning that it is assumed the illness was contracted while at work. The first problem is "droplets" as the disease is not defined, and therefore, could include even influenza. The long-term care places an additional undue burden upon cities will pay all medical expenses for the employee for life.

   The changes to TIF will phase out existing TIF areas regardless if the area is exempt from the current twenty-year life span. TIF is a vital tool for economic development in smaller communities. While limitations are acceptable, TIF must be preserved as a way for rural Iowa communities to spur on economic development.

   There are several other bills working their way through the legislature that erode home rule by Iowa cities. Some are poorly written and with clean up would be acceptable, but the word we have been getting from the League of Cities is that some of our concerns are being ignored. Staff will continue to monitor.

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