

**AGENDA**  
**CITY COUNCIL MEETING**  
**September 16, 2021**  
**501 Main Street**  
**5:30 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 Safety Committee meeting of August 24, 2021;
  - Minutes of the Council Workshop & Regular City Council meeting of September 2, 2021;
  - Resolution approving a Liquor License for American Legion, Keokuk Post #41, 727 Main Street, effective September 28, 2021 – Class C Liquor License;
  - Motion to pay bills and transfers listed in Register No.'s 5229-5231;
7. Motion to approve second reading of an Ordinance repealing Ordinance No. 1998, and granting to Midstates Natural Gas, its successors, and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate a natural gas utility in the City of Keokuk, Iowa and to furnish and sell natural gas to the city and its inhabitants, and requiring said company to pay a franchise fee to the City.
8. Motion to approve the second reading of an Ordinance repealing Ordinance No. 1830, and granting to Interstate Power and Light Company, its successors, and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate an electric system in the City of Keokuk, Iowa and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee to the City.
9. Motion to get approval from council for on street parking and forward to Board of Adjustment for the Community Health Center, 1618 Main Street.
10. Motion to approve a CSO long term control plan concept.
11. Boards & Commissions.
12. Staff Reports:
13. New Business:
14. Adjourn meeting.

**CITY OF KEOKUK**  
**SAFETY COMMITTEE MEETING MINUTES**  
**Tuesday, August 24, 2021**  
**8:30AM**

Meeting called to order at 8:30 am.

**In Attendance:** Ludwig, R. Helenthal, Ketterer, Weirather, Mortimer, Masterson.

Ludwig read the minutes from the June meeting.

Motion to approve the minutes as read by Weirather, second by Ketterer. Approved.

**OLD BUSINESS:**

**Reschedule CPR training for final group:** No update. Discussed waiting for the next round of CPR training for the last group due to the spike in COVID cases.

**Helenthal said** Confined Space and Fire Safety training in conjunction with the Fire Department will be the first week of October. Police department would like to be informed in case they want to participate.

Follow up on items:

- Adopt a Safety Manual – Helenthal request another month to review.
- New Employee Training – Helenthal says we still don't have access to the website and Schmitt is still working on it.
- Emergency Plans (in progress) – Ott not present for update.
- SDS Sheets – We have received some inventories from department managers. We need to discuss purchasing a subscription to purchase SDS sheets.
- Non-Conductive poles in bucket trucks – Helenthal reported that Reiter made two poles for the smaller truckers and still need one more for the larger bucket truck.
- Electrical panels needing labels – identify & label. (each department should handle this)
- Pump House at WPC needs an Arc Flash Study (Helenthal)
- Emergency plans – Ott not present for update.
- More Training -Still no access to website for these below.
  - Slips, Trips and Falls (currently our #1 issue)
  - Poison Plants/Insects
  - Lifting/Back Injuries

**NEW BUSINESS**

Quarterly safety audit forms were received from Sewer, Vehicle Maint. And Street. Discuss obtaining Sharps Containers/Kits for each department (Helenthal will look into purchasing kits). Police can also assist in clean up of needles and paraphernalia. Fire alarm issues were noted on their quarterly audits. Vehicle Maintenance and Sewer are monitored by Per Mar. Helenthal will look into carbon monoxide detectors for Street department.

July training was postponed due to the instructor being ill. August training was Ladder Safety. Respiratory Safety will be rescheduled to next year, and the rest of the schedule will remain the same.

Sept. – Electrical Safety

Oct. – Hazcom Training

Nov. – Lead and Asbestos Awareness

Dec. – Bloodborne Pathogens

(OVER)

We will follow SCC policy for COVID-19 situation.

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

There have been two Company Nurse reports.

- 1) Minor injury, treated and returned to work
- 2) Report only (bee sting)

Discussed clarification on COVID-19 protocol.

Set the date of September 21, 2021 for the next meeting.

There being no further business, Ketterer made a motion to adjourn, second by Weirather. Meeting adjourned at 9:12 am.

Respectfully submitted by Shannon Masterson.

**MEETING MINUTES  
COUNCIL WORKSHOP  
SEPTEMBER 2, 2021  
5:30pm**

PRESENT: Richardson, O'Connor, Altheide, Garcia, Dade, Helenthal, Andrews, Marsden, Bryant, Dunek.

STAFF PRESENT: O'Donnell, Ludwig, Broomhall, Weis, Rose, Clark

- 1) Discussed fire service fees. Fire Chief David Schipper of Le Mars, Iowa and insurance agent Kerry Klepfer of Connection Insurance gave input on the fees.
- 2) Reviewed meeting agenda.
- 3) Adjourn at 6:00 p.m.

**MINUTES**  
**CITY COUNCIL MEETING**  
**September 2, 2021**  
**501 Main Street**  
**6:30 P.M.**

The City Council of the City of Keokuk met in regular session on September 2, 2021 at 501 Main Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were nine council members present, none absent. Mike O'Connor, Linda Altheide, Roslyn Garcia, John Helenthal, Devon Dade, Steve Andrews, Linda Marsden, Roger Bryant, and Susan Dunek were present. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Community Development Director Pam Broomhall, Bridge, Park, Cemetery and Sanitation Manager Bob Weis, Fire Chief Gabe Rose, and Sewer Manager Michael Clark.

**MAYOR'S CORRESPONDENCE:** Mayor Richardson welcomed everyone to the new City Hall. Read & signed the 2021 National Recovery Month Proclamation and heard from Nicole Tate regarding Alcohol and Drug Dependency Services in Keokuk. Thanked Sue Dickson upon her retirement for her many years of service as manager of Keokuk's Channel 9 TV station, involvement on boards/commission and volunteer projects.

Motion made by Dade, second by Altheide to approve the agenda, including the consent agenda. (9) AYES, (0) NAYS. Motion carried.

- Minutes of the Council Workshop & Regular City Council meeting of August 19, 2021:
- **RESOLUTION NO. 300-21:** Approving a Liquor License for Dollar General Store #2385, 300 Main Street, effective September 21, 2021 – Class C Beer Permit, Class B Wine Permit & Sunday Sales;
- Motion to pay bills and transfers listed in Register No.'s 5227-5228;

Mayor Richardson opened the public hearing at 6:37 p.m. on the implementation of franchise fees on natural gas and electric utility services. A public hearing notice was published in the Daily Gate City on Friday, August 27, 2021.

**COMMENTS:** O'Donnell explained gas and electric franchise fees. Dorothy Cackley asked questions on the fees, revenue purpose statement, length of franchise and impact on industries. O'Donnell said he has been in contact with industries. He said an amendment needed to be made from 25 to 20 years on the gas franchise title due to an oversight. Councilperson Marsden said much consideration was given on impact to citizens and industries. Councilperson Garcia said all the franchise fees will stay in town, unlike L.O.S.T. which is divided among other county entities. Councilperson O'Connor said he would like to correct overspending before approving franchise fees. Gabe Rose stated Ft. Madison recently went through this process. He said the manufacturing portion of usage is tax exempt. Marsden also noted we will be losing backfill revenue.

No further comments were received, Mayor Richardson closed the public hearing at 7:02 p.m.

**Old Business:**

Motion made by Helenthal, second by Altheide to remove from the table a resolution setting fire service fees. (8) AYES, (1) NAY-O'Connor. Motion carried.

Motion made by Marsden, second by Bryant to approve the following proposed **RESOLUTION NO. 301-21**: “A RESOLUTION SETTING FIRE SERVICE FEES.” (8) AYES, (1) NAY-O’Connor. Motion carried.

**Motion** made by Marsden, second by Helenthal to remove from the table approval of two ad hoc committees, one being the Personnel Committee and the other being ARPA Committee. (9) AYES, (0) NAYS. Motion carried.

**Motion** made by Dade, second by Helenthal to approve two ad hoc committees, one being the Personnel Committee and the other being ARPA Committee. (9) AYES, (0) NAYS. Motion carried.

**New Business:**

Motion to amend the term of gas franchise from twenty-five to twenty years due to a misprint in the title of the resolution by Helenthal, second by Bryant. (9) AYES, (0) NAYS. Motion carried.

**Motion** made by Helenthal, second by Dade to approve initial reading of an Ordinance repealing Ordinance No. 1998, and granting to Midstates Natural Gas, its successors, and assigns, a non-exclusive twenty-year franchise to acquire, construct, erect, maintain and operate a natural gas utility in the City of Keokuk, Iowa and to furnish and sell natural gas to the city and its inhabitants, and requiring said company to pay a franchise fee to the City.

ROLL CALL VOTE: (9) AYES – O’Connor, Altheide, Garcia, Dade, Helenthal, Andrews, Marsden, Bryant, and Dunek. (0) NAY. Motion carried.

**Motion** made by Helenthal, second by Marsden to approve the initial reading of an Ordinance repealing Ordinance No. 1830, and granting to Interstate Power and Light Company, its successors, and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate an electric system in the City of Keokuk, Iowa and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee to the City.

ROLL CALL VOTE: (9) AYES – O’Connor, Altheide, Garcia, Dade, Helenthal, Andrews, Marsden, Bryant, and Dunek. (0) NAY. Motion carried.

**Motion** made by Helenthal, second by Altheide to approve Amendment No. 2 to the City Administrator’s employment contract.

**BOARDS & COMMISSIONS: Motion** to approve appointment of Terry Twitchell to the Grand Theater Commission, term to expire 11/05/23 by Altheide, second by Helenthal. (9) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** O’Donnell reported moving city hall from 601 Main to 501 Main is in progress and should be completed on schedule.

There being no further business, Mayor Richardson adjourned the meeting at 7:14 p.m.

**RESOLUTION NO.**

**WHEREAS**, Application has been made by American Legion, Keokuk Post #41 for a Class C Liquor License with Sunday Sales for American Legion, Keokuk Post #41, 727 Main Street; **AND**

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

**WHEREAS**, such an investigation has been conducted.

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

**THAT**, American Legion, Keokuk Post #41 has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License for American Legion, Keokuk Post #41, 727 Main Street, effective September 28, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 16<sup>th</sup> day of September, 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 SEPTEMBER 16, 2021.

**REGISTER NO. 5229**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 236.00
ALTORFER INC.	PARTS	\$ (345.12)
AMI PIPE & SUPPLY	SUPPLIES	\$ 82.00
BARCO MUNICIPAL PRODUCTS, INC.	SIGNS/FREIGHT	\$ 1,519.02
BEARING HEADQUARTERS CO.	PARTS	\$ 18.62
KEOKUK MUNICIPAL WATER WORKS	POOL WATER SAMPLES	\$ 30.00
JIM BAIER, INC	PARTS	\$ 70.40
HARTRICK'S LUMBER	SUPPLIES	\$ 114.21
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 622.50
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 10.50
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$ 181.50
TASKE FORCE, INC.	TEMPORARY HELP	\$ 900.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 453.17
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 52.96
ALLIANT	ELECTRIC BILL	\$ 56,358.77
THE CARDBOARD BOX	UPS CHARGES	\$ 155.96
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/ LIFE INS.	\$ 1,319.28
AIRGAS USA, LLC	SUPPLIES	\$ 244.37
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 120.42
TRUCK REPAIR, INC	PARTS	\$ 253.79
MEYERS PLUMBING	LABOR/MATERIALS	\$ 237.80
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$ 1,327.80
GATE CITY SEED COMPANY	SUPPLIES	\$ 119.99
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 326.23
TREASURER STATE OF IOWA	WPC SALES TAX	\$ 1,542.00
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 4,993.22
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 437.29
KEOKUK ART CENTER	DEPOT PHOTO	\$ 360.00
KEOKUK AREA CONVENTION AND	HOTEL/MOTEL SUPPORT	\$ 31,250.00
SHOTTENKIRK, INC	PARTS	\$ 115.88
GOLDSTEIN-SCHWARTZ, INC	SHIPPING CHARGES	\$ 67.64
IOWA DIVISION OF LABOR SERVICE	BOILER INSPECTION	\$ 810.00
QUAD CITY TESTING LAB., INC.	WPC INSPECTIONS	\$ 1,921.00
NBS CALIBRATIONS	LAB SUPPLIES @ WPC	\$ 102.50
MELLER EXCAVATING & ASPHALT	LABOR/MATERIALS PUMP STATION	\$ 63,881.70
OVERHEAD DOOR COMPANY OF	LABOR/MATERIALS @ FIRE DEPT	\$ 1,046.72
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 287.59
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$ 845.00
ELLIOTT EQUIPMENT CO.	PARTS/FREIGHT	\$ 732.00
CHEMSEARCH	SUPPLIES	\$ 832.85
JAMES K. NEFF	LABOR/MATERIALS	\$ 2,645.96

**REGISTER NO. 5230**

FRANK MILLARD & CO., INC.	LABOR/MATERIALS @ LIBRARY	\$ 95.00
AT&T MOBILITY	POLICE DEPT SERVICE	\$ 760.28
AUTOZONE	PARTS/SUPPLIES	\$ 191.08
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 2,235.52
CAPITAL ONE	SUPPLIES	\$ 76.47
POLYDYNE, INC.	POLYMER - WPC	\$ 32,993.73
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	\$ 1,109.42
WELLS-WAY JANITORIAL SERVICES	LIBRARY CLEANING	\$ 1,300.00
MEDIACOM	SERVICE VEHICLE MAINT	\$ 225.67
SERVICEMASTER OF FT.MADISON	JANITORIAL SERVICE @ POLICE PD	\$ 429.92
MUNICIPAL EMERGENCY SERVICES	POLICE DEPT SUPPLIES/MATERIALS	\$ 7,475.00
IMI EQUIPMENT, LLC	PARTS	\$ 58.43
VISA	POLICE DEPARTMENT PURCHASES	\$ 956.03
KEVIN B. FEEHAN	VEGATATION CONTROL RAND PARK	\$ 800.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 206,625.23
SCHUMACHER ELEVATOR COMPANY	LIBRARY ELEVATOR MAINT	\$ 432.24
LEE COUNTY TREASURER	TAXES	\$ 630.00
RELIABLE PEST SOLUTIONS	PEST CONTROL @ PARKS	\$ 268.64
BRITE-WAY WINDOW SERVICE	SERVICE	\$ 73.00
SEITHER & CHERRY CO.	LABOR @ WPC	\$ 79.84
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 187.50
ANYTIME FITNESS	FIRE DEPT MEMBERSHIP	\$ 408.00
WEST CENTRAL FS INC.	BULK FUEL	\$ 1,390.61
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 192.66
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$ 135.12
ACCO	POOL CHEMICALS	\$ 443.30
DARKSIDE TINT & GRAPHIX	SIGNS	\$ 965.00
RNJ'S DISTRIBUTION INC.	CREDIT MEMO	\$ (30.50)
SOUTHEAST IOWA REGIONAL	FY 22 OPERATING SUPPORT	\$ 2,000.00
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 224.25
JETCO, INC.	WPC SUPPLIES/MATERIALS	\$ 1,485.00
INTERSTATE BILLING SERVICE, INC	PARTS	\$ 29.99
CUNNINGHAM ASSOCIATES, INC.	SPLASH PAD DEPOSIT	\$ 57,071.00
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 2,441.61
LIGHTEDGE SOLUTIONS INC	MANAGED SECURITY	\$ 175.00
AUTO-OWNERS INSURANCE COMPANY	INSURANCE	\$ 1,250.00
BODY TECH INC.	POLICE VEHICLE DEDUCTIBLE	\$ 1,000.00
DEMCO SOFTWARE	LIBRARY SUPPLIES	\$ 159.04
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 4,500.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 720.00
QUARTIX INC.	VEHICLE TRACKING SERVICE	\$ 89.91
IOWA ONE CALL	ONE CALL SERVICES	\$ 90.70
NEWBERRY LANDSCAPING LLC	MOWING VARIOUS PROPERTIES	\$ 1,935.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$ 246.08
CARRIE MILLER	PORTABLE TOILET RENTAL	\$ 1,050.00

**REGISTER NO. 5231**

MARVIN L. PEZLEY	AIRPORT MOWING/MAINT	\$ 380.00
ASCENT AVIATION GROUP INC	AIRPORT FUEL	\$ 16,602.22
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 5,393.00
VERTICAL COMMUNICATIONS	POLICE DEPARTMENT ACCOUNT	\$ 248.15
NAPA AUTO PARTS	PARTS	\$ 113.00
WILLYGOAT, LLC	PLAYGROUND EQUIPMENT/MATERIALS	\$ 491.65
NEXT DEGREE COMMUNICATIONS	POLICE DEPT MATERIALS/EQUIP	\$ 4,073.90
MAROLD ELECTRIC, INC	LABOR/MATERIALS @ POLICE DEPT	\$ 5,106.88
		\$ 543,665.09



# COUNCIL ACTION FORM

Date: Septmeber 16, 2021

Presented By: O'Donnell

Subject: Franchise Ordinances Agenda Item: \_\_\_\_\_

**Description:**

REVISED FRANCHISE AGREEMENTS WITH ALLIANT ENERGY AND LIBERTY UTILITIES INCLUDING THE IMPLEMENTATION OF 2% FRANCHISE FEES OF THE SALE OF ELECTRICITY AND NATURAL GAS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KEOKUK. THE FRANCHISE FEES ARE BEING IMPLEMENTED TO HELP CLOSE THE SHORTFALL IN THE GENERAL FUND. IT IS ESTIMATED THAT THE ELECTRIC FRANCHISE FEE WILL GENERATE \$760,000/YEAR AND THE GAS FRANCHISE FEE \$107,958/YEAR. BECAUSE LOST WILL NOT BE COLLECTED ON THE SALE OF ELECTRIC AND GAS THE NET GAIN TO THE GENERAL FUND WILL BE \$847,000. ALSO, RESIDENTIAL AND COMMERCIAL CUSTOMERS WILL ONLY SEE A NET 1% INCREASE DUE TO NO COLLECTION OF LOST. THE FRANCHISE FEES ARE BEING IMPLEMENTED TO HELP CLOSE THE SHORTFALL IN THE GENERAL FUND. IT IS ESTIMATED THAT THE ELECTRIC FRANCHISE FEE WILL GENERATE \$760,000/YEAR AND THE GAS FRANCHISE FEE \$107,958/YEAR. BECAUSE LOST WILL NOT BE COLLECTED ON THE SALE OF ELECTRIC AND GAS THE NET GAIN TO THE GENERAL FUND WILL BE \$847,000. ALSO, RESIDENTIAL AND COMMERCIAL CUSTOMERS WILL ONLY SEE A NET 1% INCREASE DUE TO NO COLLECTION OF LOST.

**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: \_\_\_\_\_



**CITY OF KEOKUK, IOWA  
NATURAL GAS FRANCHISE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING ORDINANCE NO. 1998, AND GRANTING TO MIDSTATES NATURAL GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY (20) YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE A NATURAL GAS UTILITY IN THE CITY OF KEOKUK, IOWA AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.**

BE IT ORDAINED BY THE City Council of the City of Keokuk, Lee County, Iowa, hereinafter referred to as the "City":

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

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

**SECTION 3. FRANCHISE FEE.** The Company shall pay to the City a sum equal to two percent (2%) of its gross revenue from the sale of natural gas to consumers in the City, and of transportation or distribution fees charged to other gas suppliers using the gas distributions lines of the Company lying inside the City, excluding any revenue derived from service supplied to the City (the "Franchise Fee"). For purposes of this Section, "gross revenue" shall mean actual revenue received and collected from consumers by the Company. Said sums shall be payable on or before the 25th day of each month on the basis of the preceding month's

gross revenue. The City shall have the right to inspect the Company's book and records during normal business hours in the Company's corporate headquarters, or to make reasonable requests for copies of records to be transmitted to the City in order to verify compliance with this section. The City shall inform the Company of any changes in the boundaries of the City's limits.

This Franchise Fee shall begin on the first day of January following passage of this Franchise. The amount of the Franchise Fee may be amended by the City upon request, notwithstanding the requirements of Section 2 of this Franchise. To amend the Franchise Fee, the City shall provide at least one hundred and eighty (180) days written notice to the Company of the City's intent to amend the Franchise Fee. Any amendment to the Franchise Fee shall become effective on the first day of January following the City's amendment of this Franchise. The City shall comply with the requirements of 364.2(4)(f) of the Code of Iowa regarding the assessment and/or amendment of a Franchise Fee.

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

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

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

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

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

**SECTION 8. ANNUAL REPORT.** Upon request by the City, the Company shall file with the City Council a true copy of the annual report of the Company pertaining to the operation or conduct of the business of the Company under this Franchise. The report may be the same as the Company shall have prepared for such year in the ordinary course of business of the Company and filed with the Iowa Utilities Board. In the event the City Council is authorized by State law and undertakes to regulate rates for service within the City, the Company shall provide all information necessary to permit the City Council to set just and reasonable rates.

**SECTION 9. INSPECTION OF COMPANY FACILITIES.** The Company shall inspect its natural gas facilities used to provide natural gas service under this Franchise in compliance with standards established by federal and State laws, rules, and regulations. The replacement or repair of natural gas facilities resulting from these inspections shall be completed within a

reasonable period of time thereafter. Hazardous conditions shall be corrected promptly.

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

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

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

**SECTION 13. MAPS OF DISTRIBUTION SYSTEM.** Upon reasonable request, Company shall provide to the City Engineer, on a project specific basis, information indicating the horizontal location, in compliance with One-Call regulation, relative to the boundaries of the right-of-way, of all natural gas equipment which it owns or over which it has control and which is located in the project right-of-way. Project-specific mapping data shall be provided with the specificity and if reasonably possible in the format requested by the City Engineer. Mapping information provided to the City by the Company shall be for the exclusive use of the City in administering the use and occupancy of the public rights-of-way within the City and shall not be provided to or relied on by any person for any other purpose. At the request of the Company, any information requested with respect to the location or type of equipment the Company maintains or plans to install in the right-of-way that qualifies or is designated by the Company as proprietary information or as a trade-secret information under Chapter 550 of the Code of Iowa or qualifies to be kept confidential under Code of Iowa Section 22.1 et seq., shall be treated as confidential information or a trade secret and shall not be released to any party by the City.

**SECTION 14. CUSTOMER SATISFACTION SURVEYS.** At the request of the City, the Company shall provide the City with summaries of the findings of its annual and other periodic

customer satisfaction surveys and research. The Company also agrees to respond promptly and fully to the City's concerns and questions about specific service quality and customer satisfaction matters as and when they are communicated to the Company.

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

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

**SECTION 17. LEASE OR ASSIGNMENT OF FRANCHISE.** This Franchise shall apply to, inure to, and bind the parties hereto and their successors.

Second passage by the Council on the \_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF KEOKUK, IOWA  
ELECTRIC FRANCHISE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING ORDINANCE NO. 1830, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF KEOKUK, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.**

BE IT ORDAINED BY THE City Council of the City of Keokuk, Lee County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations

with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks, or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley, or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company.

The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 7. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 8. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 9. There is hereby imposed a franchise fee of two percent (2%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City, **excluding any revenue derived from service supplied to the City. For purposes of this Section, "gross revenue" shall mean actual revenue received and collected from consumers by the Company.** The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board. **The City shall inform the Company of any changes in the boundaries of the City's limits.**

**The franchise fee shall begin on the first day of January following passage of this franchise. The amount of the franchise fee may be amended by the City upon request, notwithstanding the requirements of Section 9 of this Franchise. To amend the franchise fee, the City shall provide at least one hundred and eighty (180) days written notice to the Company of the City's intent to amend the franchise fee. Any amendment to the franchise fee shall become effective on the first day of January following the City's amendment of this franchise. The City shall comply with the requirements of 364.2(4)(f) of the Code of Iowa regarding the assessment and/or amendment of a franchise fee.**

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 10. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 11. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 12. The expense of the publication of this Ordinance shall be paid by the Company.

Section 13. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified, or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Keokuk City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Thomas Richardson, Mayor

Attest: \_\_\_\_\_  
Jean Ludwig, City Clerk

(CITY SEAL)



# COUNCIL ACTION FORM

Date: September 13, 2021

Presented By: Broomhall

Subject: Parking - Community Health Centers Agenda Item: \_\_\_\_\_

### Description:

Community Health Center 1618 Main Street is in the preliminary planning stage of construction of a medical clinic addition to the existing dental clinic. To construct the size of structure that will work for them at this location, they will not have sufficient land to construct required off street parking.

CHC will be required to submit an application to the Board of Adjustment requesting reduction of off street parking requirements, the required parking spaces would be constructed, but within city right of way. Prior to going before the zoning board, the on street parking needs preliminary approval from the City Council. At this time I would like to determine if there are any objections from the council to construct diagonal on street parking spaces along in the 1600 block of Johnson and 16th Street.

### 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: \_\_\_\_\_



September 9, 2021

City Council  
Keokuk City Hall  
501 Main Street  
Keokuk, IA 52632

RE: Request for Permission to Construct Parking Stalls in the City Right-of-Way

Dear Council Members:

As you are probably aware, Community Health Centers of Southeastern Iowa, Inc. (CHC) currently owns and operates a dental clinic at 1618 Main Street that provides a valuable resource to your community. They have received grant money to construct a medical clinic, which must be operational by August 2023 and have hired us to help with the preliminary planning of the new facility.

Upon careful examination of their existing property, the city of Keokuk zoning requirements, and communicating with Pam Broomhall from the city, we have come to the conclusion that the 1618 Main Street property is not large enough to accommodate the medical clinic program and meet the off-street parking requirements. Therefore, we are writing this letter on behalf of our client to respectfully request the Council's permission to construct parking stalls in the city right-of-way on Johnson Street and Sixteenth Street immediately adjacent to CHC's property. This would be a continuation of the parking stalls constructed in the city right-of-way on Johnson Street as part of the dental clinic project. We have attached a drawing for your reference that illustrates the future medical clinic addition as well as the proposed parking stall locations for your review and consideration.

Antonio Flores, CEO of CHC, plans to attend the September 16<sup>th</sup> meeting to answer any questions you may have regarding the project. Ron Kemp, recently retired CEO of CHC and a consultant for the project, will tentatively be in attendance as well.

If your approval is granted, our next step is to apply to the Board of Adjustment to obtain a variance to use this new diagonal parking towards the zoning off-street parking requirement. Unfortunately, if these approvals are not granted CHC will have to look for an alternative site to construct their medical clinic. Thank you for your review and consideration of our request.

Sincerely,

Ellen McCulley  
Architect

Enclosure

PROJECT:

**MEDICAL CLINIC**  
1820 MAIN STREET  
KEOKUK, IA 52632

OWNER:

COMMUNITY HEALTH  
CENTERS OF  
SOUTHEASTERN IOWA

DESIGN BUILDER:

**NELSON**  
CARL A. NELSON & CO.

CARL A. NELSON & COMPANY  
1000 UNIVERSITY AVENUE  
DUBUQUE, IOWA 52001  
P. 319-754-8415  
F. 319-753-2208  
WWW.CARLNELSONCO.COM

KEY PLAN



SHEET PRINTED AT FULL SCALE

2 in

DATE

ISSUE/PERSONS

DATE

ISSUED FOR:

DATE:

09/09/21

SCHEMATIC DESIGN

SHEET NAME:

**SITE PLAN**

SHEET NUMBER:

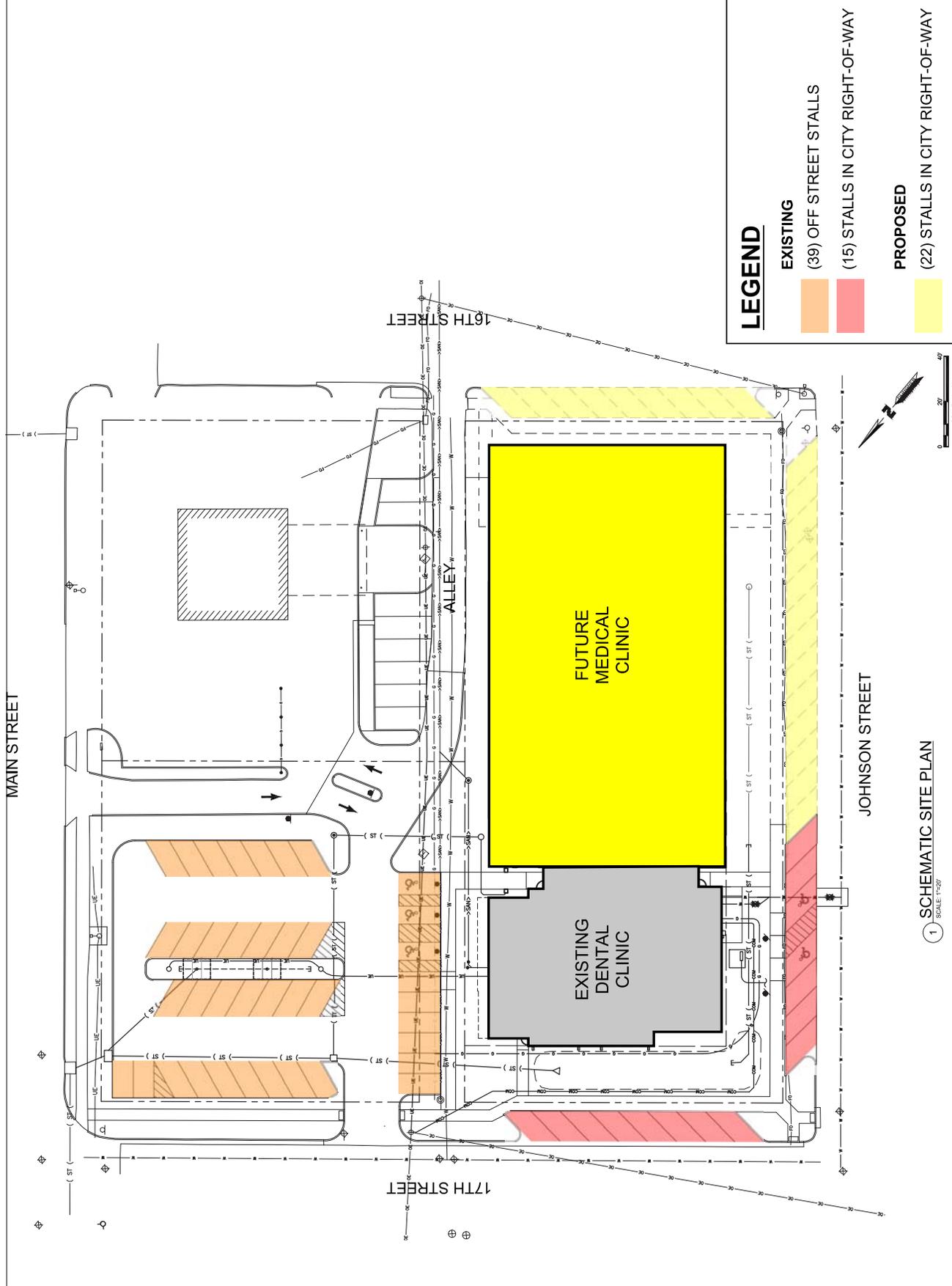
**C101**

**LEGEND**

**EXISTING**  
(39) OFF STREET STALLS

(15) STALLS IN CITY RIGHT-OF-WAY

**PROPOSED**  
(22) STALLS IN CITY RIGHT-OF-WAY



SCALE: 1" = 20'

1 SCHEMATIC SITE PLAN  
SCALE: 1" = 20'



# COUNCIL ACTION FORM

Date: September 16, 2021

Presented By: O'Donnell

Subject: CSO Long Term Control Plan Agenda Item: \_\_\_\_\_

## Description:

During conversations with our attorney examining the CSO data, he indicated that we are at a point where we can make a case to the EPA that we have met the standards for outflows. He intends to craft two letters, one stating we believe to be in compliance and a second proposing the development of a five (5) year monitoring program. This second letter needs to include a statement that the City Council has approved the future engagement of Askew Scientific for the development of said monitor program. Askew Scientific has the experience and knowledge to collect and organize data in a manner that meets EPA standards. Additionally, Askew will develop a plan for testing and recording of flows to ensure future compliance with EPA standards.

## 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: \_\_\_\_\_





TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: September 14, 2021  
RE: Committee Nominations

**Vacancies**

**Rand Park Pavilion Board**

Vacancy Term to Expire 10/22/20

**GRAND THEATRE COMMISSION (First notification. No vote required.)**

**(3 YEAR TERM)**

Bob Soule Term to expire 11/05/24  
Jim Wolff Term to expire 11/05/24  
Kathy Joyce (Treasurer) Term to expire 11/05/24

**PARK & RECREATION ADVISORY BOARD (First notification. No vote required.)**

**(3 YEAR TERM)**

Peg Vermillion Term to expire 11/02/24  
Richard Moore Term to expire 11/02/24



TO: Mayor and City Council  
FROM: Cole S. O'Donnell  
DATE: September 14, 2021  
RE: Administrator's Report

1. City Hall Project: After a full week in the new facility, staff is still settling in. Office furniture is still behind schedule, so everyone is working with temporary furniture. Neither conference room is fully set up either. Contractors are still on site this week putting on the finishing touches including the AV equipment and security cameras/locks. A punch list walk through with the architect and the contractor is scheduled for next Tuesday. We are still on track for a ribbon cutting/open house before the October 21<sup>st</sup> meeting.
2. COVID Protocols: We still have our mask mandate in place. There was some confusion as to what distance constitutes social distancing according to CDC guidelines. Six feet will be the standard.
3. SID Center: Our first tenant is in and operating. They have taken just one office and some lab space. Staff will be meeting with Shelley Oltmans this week to work through possible enhancements to certain sections of the building to increase marketability.
4. Elkem Site: Impact 7G has submitted Phase II concept plans. Phase II involves further testing to determine what contaminants are and to what level of contamination. From there, a remediation plan (Phase III) will be developed.
5. ICMA Annual Conference: I will be attending the ICMA Annual Conference in Portland from October 2<sup>nd</sup> through 6<sup>th</sup>. As part of the conference, I will be moderating a session focusing on the support of members in transition